



REQUEST FOR PROPOSALS

Solicitation No: 22-0011

For the Provision of

**Master Contract for
Electric School Buses**

**RFP Closing (Due Date & Time):
September 2, 2022 at 2:00 PM Pacific Time**

**Issued by:
Beaverton School District 48J
16550 SW Merlo Road
Beaverton, Oregon 97003
August 19, 2022**

SECTION I – INTRODUCTION
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Master Contract for Electric School Buses

1. **INTRODUCTION:**

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

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", "Supplier", or "Provider" means the firm awarded a Contract as a result of this Solicitation.

3. **SOLICITATION REVIEW:**

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

4. **BACKGROUND:**

- a. The Beaverton School District encompasses approximately 57 square miles in northwestern Oregon in Washington County. The District, located in the Portland, Oregon metro area, is the third largest School District in Oregon.
- b. The Beaverton School District has approximately 4,700 employees. The District is responsible for educating approximately 40,870 students in kindergarten through grade 12 at thirty-four (34) Elementary Schools, nine (9) Middle Schools, six (6) High Schools, five (5) Options Schools, and nineteen (19) Options Programs.
- c. **The Transportation Department is the largest district-owned operation in the state of Oregon with over 300 buses and 275 employees. The department transports approximately 22,000 students in grades K-12 on over 230 daily routes.**

5. **SCOPE OF WORK:**

The scope of work for this Request for Proposals (RFP) includes the provision of Type C and/or Type D Electric School Buses ("Bus(es)") to the Beaverton School District ("District") on an as needed basis, as determined by the District. Provision of the Buses shall be in accordance with the timelines, specifications, and prices as indicated in the RFP.

A Proposer may submit a Proposal that includes Type C bus(es), Type D bus(es), or both. If a Proposer wishes to Propose both Type C and Type D busses, they may, at their discretion, submit a single Proposal for both bus types, or up to two Proposals (i.e., one for Type D and another for Type C). A Proposer may not submit more than one Proposal per bus type. Doing so may result in all Proposals for that bus type being found non-responsive.

6. **CONTRACT:**

The successful Proposer, selected by the District, will receive a Master Price Agreement. 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 successful Proposer will be expected to promptly sign a contract including all standard terms and

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conditions contained in the sample contract. The District will execute the Contract only after it has obtained all applicable required documents and approvals.

Individual Project Work Authorizations (PWAs) or Purchase Orders will be issued by the District on an as needed basis.

7. **AMENDMENTS:**

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

8. **CONTRACT PERIOD/EXTENSION:**

- a. The selected Proposer will be issued a Contract that will become effective upon full execution through June 30, 2023.
- b. The District may, at its sole discretion, offer to renew the contract for up to 4 additional one-year terms.
- c. Should the District elect to extend the Contract for a series of or an additional one (1) year term(s), the District will send related correspondence to the Contractor for each consecutive contract period.
- d. The Supplier's Pricing and Rates must remain firm through June 30 of each contract period.

9. **CONTRACT ADMINISTRATOR:**

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

10. **DISTRICT REPRESENTATIVE:**

The District Representative for the project is the Administrator for Transportation Services, or designee.

11. **SOLICITATION SCHEDULE:**

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

<u>Solicitation Milestone</u>	<u>Completion Date</u>
Non-Mandatory Pre-Proposal Conference*	August 25, 2022, 1:00 PM
Deadline for Questions, Clarifications, Requests for Change, and Solicitation Protests	August 26, 2022, 4:00 PM
Submit Proposals (“Closing”)	September 2, 2022, 2:00 PM
Notice of Intent to Award Issued (anticipated)	September 9, 2022
Contract Executed (anticipated)	September 20, 2022

***Interested parties must email contracts@beaverton.k12.or.us to receive the Zoom access information for the Non-Mandatory Pre-Proposal Conference.**

12. **CONTACT DURING SOLICITATION:**

Questions must be submitted in writing via email to contracts@beaverton.k12.or.us as indicated on the Summary page of this Solicitation. Prospective Proposers may also contact Peter Madaus by phone at 503-207-3901. Contacting anybody other than the District's purchasing staff regarding this solicitation during the solicitation process is not permitted. Unauthorized contact regarding this solicitation may, in the Purchasing Manager's sole discretion subject the offender's Proposal to rejection.

SECTION II – STATEMENT OF WORK
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1. PURPOSE AND INTRODUCTION:

The United States Environmental Protection Agency, Federal Highway Administration, Oregon Department of Environmental Quality, and other governmental entities have and will continue to make grant funds available to school districts in order to encourage the replacement of diesel-powered school buses with similar equipped electric school buses. Replacement of diesel-powered buses is essential to eliminating exhaust gases and diesel particulate which can be harmful to students. The District seeks the services of qualified suppliers to provide electric school buses in a timely, cost-effective manner on an as needed basis.

A Proposer may submit a Proposal that includes Type C bus(es), Type D bus(es), or both. If a Proposer wishes to Propose both Type C and Type D busses, they may, at their discretion, submit a single Proposal for both bus types, or up to two Proposals (i.e., one for Type D and another for Type C). A Proposer may not submit more than one Proposal per bus type. Doing so may result in all Proposals for that bus type being found non-responsive.

2. BACKGROUND/BUS ELECTRIFICATION GOALS:

As of the time of this RFP, the District has funding to purchase at least one electric bus (assuming pricing is within the District's available funding level). Although there is no guaranteed amount of purchases to be made under any Contracts resulting from this RFP, the District endeavors to replace approximately thirty (30) diesel buses with electric-powered buses in the next 36-48 months.

3. DESIRED PROPOSER ATTRIBUTES:

a. The most desirable Proposers shall have demonstrable experience in the successful and reliable delivery of one or both types of electric school buses indicated in ATTACHMENT I Bus Specifications.

4. REQUIRED/DESIRED DELIVERY REQUIREMENTS:

- a. Required: F.O.B. Destination (Beaverton School District Transportation Department) delivery terms. See the required Certification under Section IV of this RFP for more detail of the required terms.
- b. Desired: The District requires delivery of electric school buses no later than 365 days from the date of issuance of a purchase order. Proposers guaranteeing shorter delivery schedules will be more desirable in relevant evaluation area(s). The awardee shall reimburse the District a fixed sum for each day beyond the guaranteed date bus delivery is delayed.

5. REQUIRED/DESIRED SCHOOL BUS ATTRIBUTES:

- a. Required: All school buses included in Proposals must be Type C and/or Type D Electric School Buses.
- b. Desired: Buses that most closely meet the Bus Specifications provided in ATTACHMENT H are the most desired.

6. REQUIRED/DESIRED PRICING

- a. Required: Pricing shall be held firm as proposed for the initial contract term. Adjusted pricing shall be held firm for each subsequent Contract term, if any.
- b. Desired: The lowest pricing for the Proposed items during the initial contract term.
- c. Desired: Price adjustment terms that ensure the lowest possible pricing throughout the Contract (including all possible contract renewals) for all proposed Buses.

SECTION III – INSTRUCTIONS TO PROPOSERS
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- 1. FORMAL SELECTION PROCEDURE:** Pursuant to OAR 137-047-0260
The District may procure Goods or Services by competitive sealed Proposals as set forth in ORS 279B.060.
- 2. PRE-PROPOSAL CONFERENCE:** Pursuant to OAR 137-047-0420
 - a. **Purpose.** The District may hold pre-Proposal conferences with prospective Proposers prior to Closing, to explain the procurement requirements, obtain information, and/or to conduct site inspections.
 - b. **Required Attendance.** If the District's pre-Proposal conference is mandatory (as indicated on the Summary Page) a Proposal submitted by a Proposer who did not attend the mandatory pre-Proposal conference will be rejected.
 - c. **Statements Not Binding.** Statements made by the District's representative at the pre-Proposal conference do not change the Solicitation Document unless the District confirms such statements with a Written Addendum.
- 3. PROPOSALS ARE OFFERS:** Pursuant to OAR 137-047-0310
A Proposal submitted in response to this Solicitation is the Proposer's offer to enter into a Contract.
 - a. By signing and submitting a Proposal, the Proposer acknowledges it has read, understands and agrees to be bound by the terms and conditions contained in this Solicitation.
 - b. The Proposal is a "firm offer," and must be held open by the Proposer for the District's acceptance for sixty (60) days.
 - c. The District's Award of a Contract constitutes acceptance of the Proposal and binds the Proposer to the Contract.
 - d. The Proposer must not make its Proposal contingent upon the District's acceptance of any terms or conditions (including Specifications) other than those contained in this Solicitation.
- 4. PROPOSAL PREPARATION:** Pursuant to OAR 137-047-0400
A Proposer must sign and submit its Proposal in accordance with the instructions set forth in this Solicitation. Failure to submit Proposals in accordance with the provisions of this Solicitation will be grounds to declare the Proposal as non-Responsive. Proposers must:
 - a. Submit a complete Proposal (a Proposal that meets all requirements of this Solicitation);
 - b. Provide the District with all required and requested documents and descriptive literature;
 - c. Initial any corrections or erasures to their Proposal prior to Closing;
 - d. Identify (on the Proposer Certification) whether the Proposer is/is not a "resident Proposer", as defined in ORS 279A.120(1);
 - e. Provide (on the Proposer Certification) certification of nondiscrimination in obtaining any required subcontractors in accordance with ORS 279A.110(4); and
 - f. Provide (on the Proposer Certification) Written acknowledgment of receipt of all Addenda.
- 5. PROPOSAL SUBMISSION:** Pursuant to OAR 137-047-0410
 - a. Proposals must only be emailed to contracts@beaverton.k12.or.us.
 - 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.

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6. **COOPERATIVE PROCUREMENT:** Pursuant to OAR 137-046-0430

This Solicitation is a Permissive Cooperative Procurement.

- a. Authorized Agencies may utilize a Permissive Cooperative Contract pursuant to ORS 279A.215. Generally:
 - i. Authorized Agencies may establish a Contract with the Supplier to purchase the Goods and Services awarded by this Solicitation, excluding Non-recurring installation Costs;
 - 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:** Pursuant to OAR 137-047-0430

- a. **Issuance; Receipt.** The District may change this Solicitation only by Written Addenda. A Proposer must provide written acknowledgement of receipt of all issued Addenda in the space provided on the Proposer Certification.
- b. **Notice and Distribution.** The District will publish notice of any and all Addenda on the ORPIN (Oregon Procurement Information Network) website. Addenda may be downloaded from the ORPIN website. It is the Proposers' responsibility to inquire about Addenda. Proposers should frequently check the ORPIN website until the Solicitation Closing (due date and time) about any Addenda issued, i.e., at least once weekly until the week of Closing and at least once daily the week of the Closing.
- c. **Timelines; Extensions.** The District will issue Addenda within a reasonable time to allow prospective Proposers to consider the Addenda in preparing their Proposal. The District may extend the Closing if the District determines prospective Proposers need additional time to review and respond to Addenda. Except to the extent required by public interest, the District will not issue Addenda less than 72 hours before the Closing unless the Addendum also extends the Closing.
- d. **Request for Change or Protest.** Unless a different deadline is set forth in the Addendum, a Proposer may submit a Written request for change or protest to the Addendum, as provided in OAR 137-047-0730, by the close of the District's next business day after issuance of the Addendum, or up to the last day allowed to submit a request for change or protest under OAR 137-047-0730, whichever date is later. If the date established in the previous sentence falls after the deadline for receiving protests to the Solicitation Document in accordance with OAR 137-047-0730, then the District may consider a Proposer's request for change or protest to the Addendum only, and the District will not consider a request for change or protest to matters not added or modified by the Addendum.

8. **QUESTIONS/CLARIFICATIONS/CHANGES AND SOLICITATION PROTEST:**

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

- a. **Questions, Clarifications, Changes.** All questions regarding this Solicitation must reference the Solicitation number and must be submitted in writing via e-mail to 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

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- 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 peter_madaus@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:** Pursuant to OAR 137-47-0440

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

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

10. **RECEIPT, OPENING, AND RECORDING OF PROPOSALS:** Pursuant to OAR 137-47-0450

- a. The District will electronically record the arrival in the District's email system using the using the time recording feature of the District's Outlook software any proposal or 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 and the identity of Proposers may be disclosed by the District upon completion of the Responsiveness and Responsibility check of all proposals received. 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:** Pursuant to OAR 137-47-0460

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:** Pursuant to OAR 137-47-0470

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

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judgment. If mistakes in a Proposal are discovered after Opening, but before Award of the Contract, the District may take the following action:

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

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

- a. Award in part or in whole is contingent upon available funding. In the event adequate funds are not appropriated and allocated by the School Board, the District reserves the right to cancel any Solicitation at no penalty.
- b. If awarded, the District will award a Master 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. In the event of multiple awards, the District intends to negotiate with the Contractor who was the highest scoring Contract under this RFP first for any planned purchases. The District may forgo negotiations with any contractor if it is apparent that the District's planned needs are outside the scope of that Contractor's Contract (e.g., the District needs a Type-C bus but the Contractor only provides Type-D busses, or other circumstances as described in this sentence). In the event that the District believes the highest scoring Contractor cannot best meet its needs as indicated above, the District may enter into negotiations with the next highest scoring Contractor, repeating this process until either the District's needs are met, or the District determines in its sole discretion that no of the Contractors awarded under this RFP can meet its needs.
- 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: Pursuant to OAR 137-047-0610

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

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- a. The District may reject any Proposal as set forth in ORS 279B.100:
 - i. When the rejection is in the best interest of the District.
 - ii. When the Proposal is contingent upon the District's acceptance of terms and conditions (including Specifications) that differ from the Solicitation.
 - iii. When the Proposal takes exception to terms and conditions (including Specifications) set forth in the Solicitation.
 - iv. That attempts to prevent public disclosure of matters in contravention of the terms and conditions of the Solicitation or applicable law.
 - v. That fails to meet the Specifications of the Solicitation.
 - vi. That is submitted late.
 - vii. Not in substantial compliance with the Solicitation or with all prescribed public procurement procedures.
 - viii. Not in compliance with ORS 279B.120, 279B.130, OAR 137-046-0210(3), 279A.105, ORS 279A.110(4).
 - ix. When the Proposer is not Responsible pursuant to ORS 279B.110.
- b. The District may reject all Proposals as set forth in ORS 279B.100. The District will notify all Proposers of the rejection, along with the reasons for rejection. Proposals may be rejected based upon the following criteria:
 - 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: Pursuant to OAR 137-047-0660

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: Pursuant to OAR 137-047-0740

- 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 by e-mail to peter_madaus@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

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protest in a timely manner as set forth in ORS 279B.410(4).

- e. If a protest is not settled, the Superintendent, or designee, has the authority to resolve the protest.

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- f. Proposers must exhaust all administrative remedies before seeking judicial review. Judicial review of this decision will be in accordance with ORS 279B.415.
- g. If the District upholds the protest, in whole or in part, the District may in its sole discretion either Award the Contract to the successful Protestor or cancel the Procurement or Solicitation.

19. ADDITIONAL REQUIREMENTS:

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

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

SECTION IV-A – RESPONSE AND EVALUATION

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1. INTRODUCTION:

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

2. PROPOSAL FORMAT:

A Proposer's submitted Proposal:

- a. Must include ONE (1) original complete Proposal containing all required elements of a complete proposal see the below guidelines for submitting more than one Proposal.
- b. The submitted proposal must be in Adobe PDF format.
- c. Pricing information must be submitted with the original proposal but IN A SEPARATE DOCUMENT which the District can evaluate as a separate evaluation criteria outside of the evaluation of all other evaluation criteria.
- d. There is no page limit for proposals, but the District encourages brevity.

3. PROPOSAL CONTENT REQUIREMENTS:

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

A Proposer may submit a Proposal that includes Type C bus(es), Type D bus(es), or both. If a Proposer wishes to Propose both Type C and Type D busses, they may, at their discretion, submit a single Proposal for both bus types, or up to two Proposals (i.e., one for Type D and another for Type C). A Proposer may not submit more than one Proposal per bus type. Doing so may result in all Proposals for that bus type being found non-responsive.

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 FOR SERVICES:

i. INSURANCE REQUIREMENT.

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

ii. DELIVERY EXPERIENCE AND TERMS.

A. Describe in detail the Proposer's experience currently/recently delivering the Proposed Buses to other customers. Describe the delivery timelines and terms for each customer delivery case cited.

B. Propose a maximum delivery time for the first bus that the District intends to purchase concurrently with, or shortly after execution of the Master Price Agreement under this Contract.

C. Propose a maximum delivery time for buses to be purchased throughout the maximum

SECTION IV-A – RESPONSE AND EVALUATION

Solicitation No: RFP 22-0011

Master Contract for Electric School Buses

possible contract term, including all extensions. Describe contract terms that will ensure the Proposer will be bound to the best available deliver time that is available as future market conditions fluctuate.

- D. Certify Proposer’s agreement with the following delivery term, which is required by the District for any deliveries that may occur under Contracts resulting from this RFP:
- E. All Deliveries shall be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage shall remain with the Contractor until final inspection and acceptance by the District, after which such responsibility shall pass to the District, except for latent defects, fraud, and Contractor’s warranty obligations.

iii. PROPOSED SCHOOL BUS SPECIFICATIONS.

- A. Complete a separate version of ATTACHMENT H BUS SPECIFICATIONS for each type of bus being included in your Proposal. Note that ATTACHMENT H will be evaluated using ATTACHMENT J BUS SPECIFICATIONS SCORING TEMPLATE. Purchasing staff will average the sum(s) of points for each ATTACHMENT J that each Proposer submits. The Proposer with the highest average of sums (or highest sum if the Proposers submitted one ATTACHMENT J), will receive the maximum points available for PROPOSED SCHOOL BUS SPECIFICATIONS (30). To calculate all other Proposers’ PROPOSED SCHOOL BUS SPECIFICATIONS score, Purchasing staff will divide each other Proposer’s average sum/sum of ATTACHMENT J score(s) by the highest highest average sum/sum, and multiply each of the resulting quotients by the maximum number of points available for PROPOSED SCHOOL BUS SPECIFICATIONS.

iv. INITIAL BUS PRICING.

- A. Complete a separate version of ATTACHMENT I PRICE SCHEDULE to provide initial contract term pricing for all buses included in your Proposal. Pricing will be compared among all responsive Proposals submitted. The lowest overall priced proposal will receive the full points available. All other proposal pricing scores must be weighted against the lowest price proposal (Lowest price scores the highest. All other higher priced proposals are weighted against the lowest priced proposal).

v. CONTRACT TERM PRICING FOR BUSES.

- A. Provide a narrative description of the Proposed pricing/terms for subsequent contract term pricing (see SECTION II (6.) for desired/required pricing). The description should clearly indicate how the terms meet the District’s required/desired pricing needs.

vi. REFERENCES.

- A. Provide three (3) professional references from customers who have recently been delivered by the Proposer the types of buses specified in this Solicitation. Use of the provided Proposer Reference Form (see SECTION V –ATTACHMENTS) is required.
 - 1. Provide the name, telephone number, and email address of the client for each of these three (3) references. These contacts will be used by the District for reference checks.
- B. The Committee may choose to either check references, evaluate them for responsiveness, relevance, and or other methods deemed appropriate in the evaluators’ judgement.

4. EVALUATION CRITERIA:

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

SECTION IV-A – RESPONSE AND EVALUATION
Solicitation No: RFP 22-0011
Master Contract for Electric School Buses

EVALUATION CRITERIA MATRIX		Maximum Points Possible
DETAILED PROPOSAL CONTENT REQUIREMENTS FOR SERVICES		
i.	INSURANCE REQUIREMENTS	Pass / Fail
ii.	DELIVERY EXPERIENCE AND TERMS	10
iii.	PROPOSED SCHOOL BUS SPECIFICATIONS	30
iv.	INITIAL BUS PRICING	40
v.	CONTRACT TERM PRICING FOR BUSES	20
vii.	REFERENCES (may or may not be checked)	Pass / Fail
SERVICES TOTAL		100

5. PROPOSAL EVALUATION:

- a. RESPONSIVENESS AND RESPONSIBILITY:** The District will utilize the following objective factors to determine if Proposals are Responsive and Proposers are Responsible:
 - i. **RESPONSIBILITY OF PROPOSER (OAR 137-047-0500).** Before awarding a Contract, the District shall determine that the Proposer submitting the most Advantageous Proposal is Responsible. The District shall use the standards set forth in ORS 279B.110 and OAR 137-047-0640(1)(c)(F) to determine if a Proposer is Responsible. In the event the District determines a Proposer is not Responsible, it shall prepare a written determination of non-Responsibility as required by ORS 279B.110 and shall reject the Proposal.
- b. CONTINGENT PROPOSALS.** The Proposer must not make its Proposal contingent upon the District's acceptance of any terms or conditions (including Specifications) other than those contained in this Solicitation or authorized to be changed in offers submitted hereunder.
- c. NON RESIDENT PROPOSERS.** In determining the most Advantageous Responsible Proposal, the District shall apply the reciprocal preference set forth in ORS 279A.120(2)(b) and OAR 137-046-0310.
- d. IDENTICAL PROPOSALS.** When one or more Proposals are identical under OAR 137-046-0300, the District shall award a Contract in accordance with the procedures set forth in OAR 137-046-0300.
- e. RECYCLED MATERIALS.** The District may give preference for Recycled Materials as set forth in ORS 279A.125 and OAR 137-046-0320.
- f. CLARIFICATION OF PROPOSALS.** After Opening, the District may conduct Discussions with apparent Responsive Proposer(s) for the purpose of clarification and to assure full understanding of the Proposal.
- g. NEGOTIATION.** The District may only conduct Discussions or Negotiate with Proposers. After Award of the Contract, the District may only modify an awarded Contract in accordance with OAR 137-047-0800.
- h. OBJECTIVE CRITERIA.** The District may allow, at its discretion, certain other objective evaluation criteria. Examples of such criteria include but are not limited to conversion costs, transportation cost, volume weighing, trade-in allowances, cash discounts, depreciation allowances, cartage penalties, ownership or life-cycle cost formulas. The District may, at its discretion, conduct and consider market research in the evaluation, negotiation, and/or award processes and decisions.

SECTION IV-A – RESPONSE AND EVALUATION

Solicitation No: RFP 22-0011

Master Contract for Electric School Buses

- 6. EVALUATION COMMITTEE:** The Proposals will be evaluated by the Evaluation Committee consisting of not less than three (3) 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 and/or to streamline the evaluation process. Working as a Committee or independently (at the discretion of the District) with copies of the written Proposals, the Evaluators will assign scores to each Proposal received in accordance with the evaluation criteria defined herein. Evaluators will utilize the criterion using their judgement to measure the merit of each Proposal received in accordance with the evaluation criteria. The committee’s scores will be presented to applicable District leadership for their consideration in making any Contract award decisions. Any such awards will be based on a determination of which Proposal, Proposals, or parts of Proposals, will provide the District with the most advantageous and best overall value relative to the District’s needs.

- 7. BEST AND FINAL OFFERS (OPTIONAL).** The District may enter into discussions with one or more of the Proposer(s) and request revised Proposals (the “best and final offers”). All such discussions and requests for best and final offers will be done for the sake of receiving the best possible proposals based on the requirements contained in this RFP. If the District requests best and final offers, the District will establish a common date and time that revised proposals are due. If best and final offers are requested and a Proposer does not submit a notice of withdrawal (under Section III (9.) of this RFP) or a revised Proposal, the original Proposal will be considered their best and final offer. In accordance with ORS 279B.060(6)(a) and (b), the District will only disclose the identity of other proposers who responded to this RFP but will not include any details on their Proposals until after the evaluation process is complete and the District has issued its Notice of Intent to Award a Contract. Multiple rounds of best and final offers may be requested in the District’s discretion.

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)
- ____ AFFIDAVIT OF NON-COLLUSION / COMPLIANCE WITH TAX LAWS (Attachment C)
- ____ NON-CONFLICT OF INTEREST CERTIFICATION. (Attachment D)
- ____ PROPOSER RESPONSIBILITY FORM – All Pages. (Attachment E)
- ____ PROPOSER REFERENCE FORMS – (Attachment F)
- ____ PRICE SCHEDULE – Complete for all Busses included in the Proposal (Attachment G)
- ____ BUS SPECIFICATIONS – Submit a separate version of this form for each type of bus (Attachment H)

____ DETAILED PROPOSAL CONTENT REQUIREMENTS

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

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

- ATTACHMENT I SAMPLE MASTER PRICE AGREEMENT
- ATTACHMENT J BUS SPECIFICATIONS SCORING TEMPLATE

This checklist is NOT required to be returned with the Proposal.

SECTION V – ATTACHMENTS

ATTACHMENT A

Solicitation No: RFP 22-0011

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. If Proposal includes Non-recurring Installation Costs, The Proposer must be registered with the Construction Contractors Board, or is licensed by the State Landscape Contractors Board, or licensed under ORS 468A.720 (Air Quality), if required. License Number _____. (The District will not receive or consider a Proposal for a Public Improvement unless the Proposer is registered with the Construction Contractors Board, or is licensed by the State Landscape Contractors Board).
9. If Proposal includes Non-recurring Installation Costs, Proposer certifies that the required Statutory Public Works Bond has been filed with the Construction Contractor’s Board.
10. If Proposal includes Non-recurring Installation Costs, Proposer agrees to be bound by and will comply with the provisions of Prevailing Wage Laws ORS 279C.800 through ORS 279C.870 or the Davis-Bacon Act (40 U.S.C. 3141 et seq., if applicable).
11. Any Proposal of a contractor or subcontractor listed on BOLI’s List of Ineligibles will be rejected.
12. The Proposer, pursuant to ORS 279A.120 (1), (check one) is ____/ is not ____ a resident Proposer.
If not, indicate State of residency _____.
13. 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.
14. The Proposer agrees to comply with Oregon tax laws in accordance with ORS 305.385.
15. The Proposer acknowledges receipt of the following addenda: (list by number and date appearing on addenda.)

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

16. 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.

SECTION V – ATTACHMENTS
ATTACHMENT A
Solicitation No: RFP 22-0011

Respectfully submitted this _____ day of _____, 20_____.

Signature: _____

Printed Name: _____

Phone: _____

Title: _____

Fax: _____

Email Address: _____

SECTION V -- ATTACHMENTS
 ATTACHMENT B Solicitation
 No. RFP 22-0011



INDEPENDENT CONTRACTOR DETERMINATION WORKSHEET

Provider: Please complete this form along with a W9 if Self-Employed, Partnership, or Professional Corporation to determine whether or not the District can consider contracting with the Provider as an Independent Contractor or if the Provider should be hired as casual labor. Contact Purchasing at, Email: contracts@beaverton.k12.or.us.

BUSINESS NAME: _____

PHONE: _____ FAX: _____

EMAIL ADDRESS: _____ DATE: _____

SCHOOL OR DEPARTMENT PROVIDER IS WORKING WITH: _____

INDICATORS OF INDEPENDENT CONTRACTOR STATUS	YES	NO
1. Is the Provider employed by another PERS employer OR has been an employee of Beaverton School District within the last 18 months (i.e. paid any money by our payroll department)?	Go to # 2	Go to # 3
2. Is the Provider doing the same work for this project that the Provider did when employed by Beaverton School District?	Go to # 4	Go to # 3
3. Does the Provider meet the legal definition of an Independent Contractor (ORS 670.600) as evidenced by the ability to certify to a majority of the statements below? Read the statements below: Check Yes or No as each applies to the Provider. There is no established point as to what answers constitutes an Independent Contractor or Casual Labor - the District will make the final decision.	Go to # 5	Go to # 4
3a. Provider, in the provision of the services:		
Is free from direction and control over the means and manner of providing the services?	<input type="checkbox"/>	<input type="checkbox"/>
Is customarily engaged in an independently established business?	<input type="checkbox"/>	<input type="checkbox"/>
Pays his/her own business travel expenses?	<input type="checkbox"/>	<input type="checkbox"/>
Is licensed under ORS Chapter 671 (Architects; Landscape Professions) or 701 (Construction Contractors) as required, and/or is responsible for obtaining other licenses or certificates?	<input type="checkbox"/>	<input type="checkbox"/>
3b. Provider, in the independence of the service work shall:		
Maintain a separate business location from the District (a home office is acceptable)?	<input type="checkbox"/>	<input type="checkbox"/>
Determine how the desired results will be achieved?	<input type="checkbox"/>	<input type="checkbox"/>
Retain significant control over the means and methods of performing work, including hiring and firing its employees?	<input type="checkbox"/>	<input type="checkbox"/>
Bear the risk of business loss in providing the services, as shown by factors such as: a) enters into fixed-price contract; b) required to correct defective work; c) provides warranty and/or insurances such as indemnification, liability, performance bonds, or errors and omissions insurance?	<input type="checkbox"/>	<input type="checkbox"/>
Provide services or do similar work for other agencies with a 12 month period, or routinely engages in business advertising, solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services?	<input type="checkbox"/>	<input type="checkbox"/>
3c. Provider has a substantial investment in his/her chosen trade or business such as:		
Furnish her/her own tools?	<input type="checkbox"/>	<input type="checkbox"/>
Independently maintain business registrations, professional or occupational licenses (or both)?	<input type="checkbox"/>	<input type="checkbox"/>
File Federal and State income tax returns in the name of his/her business?	<input type="checkbox"/>	<input type="checkbox"/>
4. The Provider must be hired as Casual Labor. Provider must contact School or Department work will be performed for.		
5. The Provider may be hired as an Independent Contractor. Email or Fax this form with a W9 to Purchasing (see above).		

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 22-0011

RELIABILITY

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

If "yes", explain.

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

If "yes," explain.

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

If "yes," explain.

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

If "yes," explain.

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

If "yes," explain.

SECTION V – ATTACHMENTS
ATTACHMENT E
Solicitation No: RFP 22-0011

FINANCIAL RESOURCES

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

If “yes,” explain.

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

If “yes,” explain.

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

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

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

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

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

If “yes,” explain.

SECTION V – ATTACHMENTS
ATTACHMENT E
Solicitation No: RFP 22-0011

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	

PROPOSER REFERENCE FORM

PROPOSER REFERENCE FORM FOR _____
(Insert Name of Proposer)

Proposer must provide three (3) references and 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 G
Solicitation No: RFP 22-0011

INITIAL CONTRACT TERM PRICING

Provide the firm, per-bus price for each type of Bus included in your Proposal. The Price must be inclusive of all costs associated with the Bus (e.g., delivery, any applicable taxes/fees, warranty, etc.) If more bus types are included in your Proposal than spaces provided, use the blank space or attach an additional sheet to provide the required information:

Bus Type (clearly indicate which ATTACHMENT I BUS SPECIFICATION FORM is included with your Proposal)	Price

SECTION V – ATTACHMENTS
ATTACHMENT H
Solicitation No: RFP 22-0011

GENERAL REQUIREMENTS

1. **2023 or newer transit type, electric-powered school bus capable of supporting the specified 84-passenger body in a proper and safe manner. Body/chassis are to be designed, engineered, and built by one manufacturer.**
2. **Bidder must be a valid dealer for units bid.**
3. **Vehicles bid shall meet all current FMVSS and Minimum Standards for Oregon School Buses as listed in OAR 581-053-0240**

SPECIFICATION

**BIDDER'S RESPONSE
MUST COMPLY OR STATE DEVIATIONS IN FULL**

CHASSIS OPTIONS

VEHICLE DIMENSIONS:

1. GVWR - 34,000 lbs. minimum.
2. Wheelbase shall not exceed 276".
3. Overall width not to exceed 102"; mirrors may exceed the maximum allowable width by a distance of not greater than five inches on each side of the vehicle.
4. 77-78" headroom at center aisle

AXLES:

1. Front – 14,600 lb. with synthetic-lubed wheel bearings.
2. Rear – 23,000 lb. with 5.29 ratio.

BRAKES - SERVICE:

1. Dual, full air system to meet FMVSS121.
2. Bendix ADIP air dryer,
3. Meritor automatic slack adjusters.
4. Front & Rear Disc brakes
5. ABS System

BRAKES - EMERGENCY/PARKING:

1. MGM 30 sq. in. spring brake with treadle valve control. Separate dash mounted valve for parking brake application.

CONTROLS - DRIVER'S AREA:

1. Suspended and adjustable brake & accelerator pedals
2. Key type starter and stop switch, compatible with CLB7 Key
3. Headlight switch with headlight "on" reminder buzzer when key is turned off
4. Steering column mounted dimmer switch with indicator light.
5. Hazard signal switch+A31
6. Directional signal switch
7. Switches to be rocker switches, backlit design.
8. Parking brake valve
9. Entrance door control
10. Cruise control
11. Power socket for accessories with cap
12. Noise suppression "railroad" switch, latching

ELECTRICAL:

1. Manual resetting circuit breakers for body circuits.
2. Two (2) group 31 batteries, maintenance free, minimum CCA total at 1400 amps.
3. Battery compartment with locking roll out tray & closeout seal

HORN:

1. A backing safety horn activated whenever the bus is shifted into reverse, sounds at 112 DB mounted under bus

SECTION V – ATTACHMENTS
ATTACHMENT H
Solicitation No: RFP 22-0011

<p>INSTRUMENTS AND GAUGES - DRIVER'S AREA:</p> <ol style="list-style-type: none"> 1. Speedometer 2. Odometer, which including tenths of miles 3. Voltmeter 4. Display for electric propulsion power 5. High beam headlight indicator light 6. Front brake air pressure gauge 7. Rear brake air pressure gauge 8. Turn signal indicator light 9. Illuminated pilot lamps, one amber and one placed in accordance with requirements in 49 CFR 571.101 10. All control and indicator lights shall be dimmable except telltale lights 	
<p>INTERLOCK:</p> <ol style="list-style-type: none"> 1. Vehicle shall be equipped with an interlock device to prevent vehicle motion when connected to charging infrastructure. 	
<p>POWER TRAIN:</p> <ol style="list-style-type: none"> 1. Equivalent of 260 hp as generated from LPG or Diesel engine 2. Equivalent of 660 lb.-ft torque as generated from LPG or Diesel engine 3. Minimum useable range of 100 miles 4. Charging port to use J1772 plug 5. Charging port located at rear of bus 6. Regenerative braking required 7. High voltage batteries located between axles and inside frame rails 	
<p>SHOCK ABSORBERS:</p> <ol style="list-style-type: none"> 1. Direct acting, double action piston type. Two front and two rear. 	
<p>STEERING:</p> <ol style="list-style-type: none"> 1. Full power steering with tilt/telescoping steering column 	
<p>TIRES:</p> <ol style="list-style-type: none"> 1. Standard equipment rib tires, LRH, all positions 	
<p>TOW HOOKS: Two front and two rear, frame mounted tow hooks.</p>	
<p>TRACTION:</p> <ol style="list-style-type: none"> 1. On Spot brand automatic tire chains, rear axle. 2. One (1) set Quick-Grip Truck Single Cam LSH Tire Traction chains. 	
<p>SUSPENSION</p> <ol style="list-style-type: none"> 1. Front – <ol style="list-style-type: none"> a. 14,600 lbs. each at the ground.4" wide X 56" long, single stage, 3-leaf, stress peened parabolic leaves with upturned eyes, 1.25" diameter pins in graphite impregnated steel backed bronze bushings with urethane seals at each end. Pins to include zirc fitting to allow pins to be easily lubricated. One inch spacer block between the front spring and the axle. 2. Rear – <ol style="list-style-type: none"> a. Rated 23,000 lb. each at ground minimum 3" x 52" long semi-elliptic, progressive, variable rate 13 leaf slipper type spring. A radius leaf with maintenance free bushing shall provide easy alignment adjustment b. In the alternative, air-ride suspension system capable of supporting 23,000 GVWR specifications 	
<p>WHEELS:</p> <ol style="list-style-type: none"> 1. 5 hand hole hub piloted steel wheels, 22.5 X 8.25, black 	
BODY OPTIONS	

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<p>COMPARTMENTS:</p> <ol style="list-style-type: none"> 1. Hinged engine cover. 2. Exterior electrical access panel below driver window, non-locking. 3. Wiper access panels below windshield, non-locking 4. Side luggage compartments mounted midway at left and right sides. 5. Keyed locking interior drivers' area storage compartment, 6. Non locking interior compartment above windshield. 7. Push through luggage compartment (130 cu ft) 8. All exterior and interior storage compartments keyed alike. 	
<p>CONSTRUCTION:</p> <ol style="list-style-type: none"> 1. Body parts must be rust-proofed after fabrication and before assembly. 2. Four protective rub rails at window level, seat level, near floor level and bottom of skirt. riveted to body. 3. Interior side panels shall be aluminized from windowsill to top of seat rail with mar-resistant finish. 4. One piece roof panels from window top on one side to window top on other side for maximum strength. Spliced roof sheet not acceptable. Rain visors to be embossed in roof panels over each window. 	
<p>EMERGENCY EXITS:</p> <ol style="list-style-type: none"> 1. Doors shall comply with the design and performance requirements of 49 CFR 571.217. 	
<p>ENTRANCE DOOR:</p> <ol style="list-style-type: none"> 1. Air operated, outward-opening type. Include header pad and vandal lock. 	
<p>FENDERS:</p> <ol style="list-style-type: none"> 1. Formed rubber fenders shall be mounted around front and rear wheelhouse openings. 	
<p>FLOOR COVERING:</p> <ol style="list-style-type: none"> 1. Floor in under seat area, including tops of wheel housing, driver's compartment, and toe board, shall be covered with grey rubber floor having minimum overall thickness of .125 inch with aluminum aisle trip: 2. Floor covering in aisle shall be of aisle-type fire-resistant rubber, wear-resistant and ribbed or equivalent non-slip material. Minimum overall thickness shall be .1875 inch measured from tops of ribs. 3. Floor covering shall be permanently bonded to floor and shall not crack when subjected to sudden changes in temperature. 4. Bonding or adhesive material shall be waterproof and shall be of type recommended by manufacturer of floor-covering material. 5. All seams shall be sealed with waterproof sealer. 6. Molded rubber covers required over wheel housings. 7. Rounded rust proofed cove molding applied where floor meets wall 8. Subfloor shall be 5/8' Marine-grade plywood screwed down; 	
<p>HEATER AND DEFROSTER:</p> <ol style="list-style-type: none"> 1. Electrically controlled water regulating valve 2. 90,000 BTU front heater and defroster. Defroster shall be full length below driver's window and windshield. 3. 12,000 BTU driver's foot warmer heater 4. 80,000 BTU rear heater, LH mount, floor mounted preferred 5. Two (2) 6" windshield auxiliary fans, upper left and upper right mounting 6. All plumbing for the heater/defroster system shall be of a series type for maximum heat and for drivers' field of vision and safety 7. All heater hoses to be silicone with constant tension clamps 	

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<p>INSULATION:</p> <ol style="list-style-type: none"> 1. Body to be insulated with 1-1/2" of fiberglass in roof, bows, sides, and ends providing an "R" value of 5.75. 2. High density 1-1/2" mineral wool in sides to maintain vertical integrity over the life of the bus. 3. Acoustic noise reducing headlining panels are to be provided in full length front to rear. 4. Sound deadening spray coat shall be provided covering the center one-third of panels to include the following: roof sheet, outside side, and inside side. 5. Provide additional insulation in driver's area and stepwell . 	
<p>LETTERING & DECALS:</p> <ol style="list-style-type: none"> 1. "BEAVERTON SCHOOL DISTRICT" belt line decal, 3/4 stroke black 6" X 2 1/2" block font, centered on each side of the bus 2. Bus numbers: 3/4 stroke, Black 6" X 2 1/2" block font, begin with number TBD. 3. Number placement at the front and rear of the LH and RH belt line, one number at the front, one at the rear and one at the interior rear above the emergency exit door 4. Roof top numbers, to district specifications, E-plate number, 24" high 5. Seat row ID, 2" black vinyl letters, single letter LH and double letter RH, installed 6. Reflective materials to meet or exceed ASDM D4956 7. Lettering specifying electric drive may be used in place of fuel type decals and shall meet the same requirements as fuel type decals 	
<p>LIGHTING:</p> <ol style="list-style-type: none"> 1. Red and Amber LED eight-way warning lights with strobing flash pattern. NO HOODS. Wired to allow continued operation of red lights at stops with ignition switch off and key removed, installed in accordance with SAE Standard J887 Each lamp shall have a minimum illumination area of 38 square inches, flash a minimum of 60 times per minute, and be clearly visible in direct sunlight from 500ft along the axis of the vehicle. Each amber light shall be located near each red signal lamp, at the same level, but closer to the vertical centerline of the bus. The area around each lens of the bus safety lights shall be painted black, extending outward a minimum of 3 inches where practicable. 2. LED clearance/cluster lights, grommet and flush mounted. 3. LED Headlamps 4. LED exterior student loading door light which will adequately illuminate the entire step well. The lamp circuit shall be wired through the headlamp or clearance lamp system and shall be activated only when the door is opened. 5. LED Tail lamps & Stop lamps equipped with four combination red tail-stop lamps 6. Two (2) combination lamps with a minimum 38 square inches of illuminated area shall be mounted immediately inside of, and in line with, the rear turn signal lamp; 7. Two (2) combination lamps with a minimum 12 square inches of illuminated area shall be placed on the rear of the bus between the beltline and the floor line. The horizontal centerline of the lights shall be a maximum of 12 inches above the floor line; 8. Stop lamps shall be activated by the service brakes and shall emit a steady light when illuminated 	

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<p>9. Amber LED Turn Signals</p> <ol style="list-style-type: none"> a. Front - shall have a minimum illuminated area of 38 square inches b. Rear signals shall have a minimum illuminated area of 38 square inches and be placed as wide apart as practical with the horizontal centerline a maximum of 12 inches below the rear window: c. Side - shall have a minimum of 4 candlepower and be mounted on each side of the bus at approximately seat level height, located to the rear of the entrance door on the right side, and to the rear of the stop arm on the left side. Side turn signals should be in approximately the same location on each side of the bus. <p>10. All turn signal lamps shall be independent units and connected to turn signal switch and four-way hazard warning switch that will cause all turn signals to flash simultaneously.</p> <p>11. Sixteen (16) light monitor for warning light system, stop, tail and directional light monitoring.</p> <p>12. Light check system for checking operation of exterior lighting</p> <p>13. Stop arm, air operated, with LED cluster lights, hi-reflective; meets or exceeds ASDM D4956 for reflection</p> <p>14. Required reflectors.</p>	
<p>MIRRORS:</p> <ol style="list-style-type: none"> 1. Rosco, Remote control, Heated OpenView ES mirrors, 7 3/8" X 10" flat and 7 3/8" X 10" convex mirrors. 2. Heat on timer (15 minutes). 3. Mirror brackets shall be black. Chrome brackets are not acceptable. 4. Heated, High-Definition cross view mirrors. 5. Interior rearview mirror, 6"X30" 	
<p>PAINT:</p> <ol style="list-style-type: none"> 1. Chassis, bumpers, and wheels shall be black. 2. Bus body shall be painted a uniform National School Bus Yellow. 3. Body exterior paint trim, bumper, and emergency door lettering shall be black. 4. Background behind warning lights to be painted black. 5. Roof to be painted white and extend across the roof down to the drip rails. 6. Front and rear caps shall remain National School Bus Yellow. 	
<p>RADIO:</p> <ol style="list-style-type: none"> 1. AM/FM radio with PA, mounted in dash, six (6) interior deluxe speakers. 2. Exterior PA speaker mounted under the front of the bus at an area where sound will adequately project to the front and sides of the bus 3. Kenwood NX-5800 two-way radio, to district specs. Preferred mounting on the dash and left of the driver. Filter required where necessary to assure uninterrupted operation. Radio is to be wired or programmed to allow for operation with the ignition in the on, off and accessory positions. 	
<p>SAFETY EQUIPMENT:</p> <ol style="list-style-type: none"> 1. First aid kit, body fluid kit & 5 lb. fire extinguisher to be mounted in non-locking bulkhead storage compartment above the windshield. Bulkhead compartment door shall be labeled indicating safety equipment content; 2. Triangle kit to be mounted in a bracket at the wall ahead of right seat barrier; 3. Plexiglass certificate holder, 4" X 6", to be mounted on forward bulkhead 	

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<p>SEATS</p> <ol style="list-style-type: none"> 1. Driver <ol style="list-style-type: none"> a. Adjustable and retractable driver's shoulder and lap belt, 17" adjustment b. National Seating Routemaster 650 Driver's Seat in Charcola Mordura Cloth or equivalent product. 2. Passenger <ol style="list-style-type: none"> a. Barrier storage pouch installed, three to five pockets, with Velcro closure b. Standard 39" passenger seats c. Dark blue fire block seat upholstery, seats and barriers 	
<p>STEPWELL:</p> <ol style="list-style-type: none"> 1. Three (3) step entrance angled toward center aisle with rubber covered steps. Maximum riser height shall be 8-1/2". A stainless-steel grab rail shall be installed at rear of stepwell. 2. Stepwell shall be rubber studded or pebble step treads, w/white "no trip" vertical leading edge and skid plate installed underneath to minimize curbing damage. 3. Stainless steel grabrail installed in entrance door area 	
<p>SUN VISOR:</p> <ol style="list-style-type: none"> 1. 6 1/2" X 30" dark tinted plexiglass windshield sun visor, protective edges. 2. Dark tinted plexiglass driver's side window sun visor, protective edges 	
<p>UNDERCOATING:</p> <ol style="list-style-type: none"> 1. Body shall be fully undercoated under floor, skirt panels and wheel wells prior to mounting on chassis. 	
<p>VENTILATION:</p> <ol style="list-style-type: none"> 1. Two (2) Spheros Smart Hatch Roof Hatches or equivalent, without power vent installed in roof. 	
<p>VIDEO SYSTEM:</p> <ol style="list-style-type: none"> 1. Seon TH6 camera System, with 1 TB hard drive (GPS not required). Recorder to be mounted for ease of access for hard drive removal and installation 2. Five (5) 170-degree side mounted IR cameras and one (1) 170-degree windshield camera 3. Mounting and programming to district specifications 	
<p>WINDOWS:</p> <ol style="list-style-type: none"> 1. All windows clear and tempered. 2. 12" split sash passenger windows. 3. Four (4) swing out emergency windows, two per side. 4. Two (2) grip handles for cleaning windshield; 	
<p>WINDSHIELD WIPERS:</p> <ol style="list-style-type: none"> 1. Electric intermittent, single switch operated wipers; bottom mounted with a parallelogram sweep. 2. Washers to be mounted on wiper arms. 3. One gallon plastic windshield washer reservoir. 	
<p>REPAIR MANUALS:</p> <ol style="list-style-type: none"> 1. Maintenance manual shall be provided to include major component manuals, wiring diagrams and recommended service requirements for vehicle. 2. Parts & service manuals shall be provided on USB flash drive. 	

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<p>WARRANTY:</p> <ol style="list-style-type: none">1. Base warranty2. Extended warranty3. Paint4. Body structure5. Sheet metal (rust through)6. Passenger seats7. Front & Rear Axle8. Electric Motor9. High Voltage Electric Batteries10. Seon Surveillance System	
<p>MISCELLANEOUS:</p> <ol style="list-style-type: none">1. Total of four (4) ignition and compartment lock keys per bus.2. Include minimum of forty (40) hours of technician training3. Include minimum one (1) year subscription to web-based diagnostic support4. Include manufacturing/assembly plant tour/inspection with travel & lodging for up to eight (8) BSD employees.	

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GENERAL REQUIREMENTS

1. **2023 or newer transit type, electric-powered school bus capable of supporting the specified 24-passenger plus 1 wheelchair position body in a proper and safe manner. Body/chassis are to be designed, engineered, and built by one manufacturer.**
2. **Bidder must be a valid dealer for units bid.**
3. **Vehicles bid shall meet all current FMVSS and Minimum Standards for Oregon School Buses as listed in OAR 581-053-0240**

SPECIFICATION

**BIDDER'S REPSONSE
MUST COMPLY OR STATE DEVIATIONS IN FULL**

CHASSIS OPTIONS

VEHICLE DIMENSIONS:

1. GVWR - 26,000 lbs. minimum.
2. Wheelbase shall not exceed 217".
3. Overall width not to exceed 102"; mirrors may exceed the maximum allowable width by a distance of not greater than five inches on each side of the vehicle.
4. 77-78" headroom at center aisle

AXLES:

1. Front – 12,000 lb. with synthetic-lubed wheel bearings.
2. Rear – 21,000 lb. with 5.29 ratio.

BRAKES - SERVICE:

1. Dual, full air system to meet FMVSS121.
2. Bendix ADIP air dryer,
3. Meritor automatic slack adjusters.
4. Front & Rear Disc brakes
5. ABS System

BRAKES - EMERGENCY/PARKING:

1. MGM 30 sq. in. spring brake with treadle valve control. Separate dash mounted valve for parking brake application.

CONTROLS - DRIVER'S AREA:

1. Suspended and adjustable brake & accelerator pedals
2. Key type starter and stop switch, compatible with CLB7 Key
3. Headlight switch with headlight "on" reminder buzzer when key is turned off
4. Steering column mounted dimmer switch with indicator light.
5. Hazard signal switch+A31
6. Directional signal switch
7. Switches to be rocker switches, backlit design.
8. Parking brake valve
9. Entrance door control
10. Cruise control
11. Power socket for accessories with cap
12. Noise suppression "railroad" switch, latching

ELECTRICAL:

1. Manual resetting circuit breakers for body circuits.
2. Two (2) group 31 batteries, maintenance free, minimum CCA total at 1400 amps.
3. Battery compartment with locking roll out tray & closeout seal

HORN:

1. A backing safety horn activated whenever the bus is shifted into reverse, sounds at 112 DB mounted under bus

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<p>INSTRUMENTS AND GAUGES - DRIVER'S AREA:</p> <ol style="list-style-type: none"> 1. Speedometer 2. Odometer, which including tenths of miles 3. Voltmeter 4. Display for electric propulsion power 5. High beam headlight indicator light 6. Front brake air pressure gauge 7. Rear brake air pressure gauge 8. Turn signal indicator light 9. Illuminated pilot lamps, one amber and one placed in accordance with requirements in 49 CFR 571.101 10. Instrument panel shall have lamps of sufficient candlepower to illuminate all instruments and gauges and shift selector indicator for automatic transmission. 11. All control and indicator lights shall be dimmable except telltale lights 	
<p>INTERLOCK:</p> <ol style="list-style-type: none"> 1. Vehicle shall be equipped with an interlock device to prevent vehicle motion when connected to charging infrastructure. 	
<p>POWER TRAIN:</p> <ol style="list-style-type: none"> 1. Minimum equivalent of 250 hp as generated from LPG or Diesel engine 2. Minimum equivalent of 650 lb.-ft torque as generated from LPG or Diesel engine 3. Minimum useable range of 100 miles 4. Charging port to use J1772 plug 5. Charging port located at rear of bus 6. Regenerative braking required 7. High voltage batteries located between axles and inside frame rails 	
<p>SHOCK ABSORBERS:</p> <ol style="list-style-type: none"> 1. Direct acting, double action piston type. Two front and two rear. 	
<p>STEERING:</p> <ol style="list-style-type: none"> 1. Full power steering with tilt/telescoping steering column 	
<p>TIRES:</p> <ol style="list-style-type: none"> 1. Standard equipment rib tires, LRH, all positions 	
<p>TOW HOOKS:</p> <ol style="list-style-type: none"> 1. Two front and two rear, frame mounted tow hooks. 	
<p>TRACTION:</p> <ol style="list-style-type: none"> 1. On Spot brand automatic tire chains, rear axle. 2. One (1) set Quick-Grip Truck Single Cam LSH Tire Traction chains. 	
<p>SUSPENSION</p> <ol style="list-style-type: none"> 1. Front – <ol style="list-style-type: none"> a. 12,00 lbs. each at the ground.4" wide X 56" long, single stage, 3-leaf, stress peened parabolic leaves with upturned eyes, 1.25" diameter pins in graphite impregnated steel backed bronze bushings with urethane seals at each end. Pins to include zirc fitting to allow pins to be easily lubricated. One inch spacer block between the front spring and the axle. 2. Rear – <ol style="list-style-type: none"> a. Rated 21,000 lb. each at ground minimum 3" x 52" long semi-elliptic, progressive, variable rate 13 leaf slipper type spring. A radius leaf with maintenance free bushing shall provide easy alignment adjustment b. In the alternativ, an air-ride suspension system capable of supporting 21,000 GVWR specifications 	
<p>WHEELS:</p> <ol style="list-style-type: none"> 1. 5 hand hole hub piloted steel wheels, 22.5 X 8.25, black 	
BODY OPTIONS	

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<p>COMPARTMENTS:</p> <ol style="list-style-type: none"> 1. Hinged engine cover. 2. Exterior electrical access panel below driver window, non-locking. 3. Keyed locking interior drivers' area storage compartment 4. Non locking interior compartment above windshield 5. Interior storage compartments keyed alike. 	
<p>CONSTRUCTION:</p> <ol style="list-style-type: none"> 1. Body parts must be rust-proofed after fabrication and before assembly. 2. Four protective rub rails at window level, seat level, near floor level and bottom of skirt. riveted to body. 3. Interior side panels shall be aluminized from windowsill to top of seat rail with mar-resistant finish. 4. One piece roof panels from window top on one side to window top on other side for maximum strength. Spliced roof sheet not acceptable. Rain visors to be embossed in roof panels over each window. 	
<p>EMERGENCY EXITS:</p> <ol style="list-style-type: none"> 1. Doors shall comply with the design and performance requirements of 49 CFR 571.217. 2. Rear emergency door with upper and lower glass. Include header pads and retainers to hold doors open. 	
<p>ENTRANCE DOOR:</p> <ol style="list-style-type: none"> 1. Air operated, outward-opening type. Include header pad and vandal lock. 	
<p>FENDERS:</p> <ol style="list-style-type: none"> 1. Formed rubber fenders shall be mounted around front and rear wheelhouse openings. 	
<p>FLOOR COVERING:</p> <ol style="list-style-type: none"> 1. Floor in under seat area, including tops of wheel housing, driver's compartment, and toe board, shall be covered with grey rubber floor having minimum overall thickness of .125 inch with aluminum aisle trip: 2. Floor covering in aisle shall be of aisle-type fire-resistant rubber, wear-resistant and ribbed or equivalent non-slip material. Minimum overall thickness shall be .1875 inch measured from tops of ribs. 3. Floor covering shall be permanently bonded to floor and shall not crack when subjected to sudden changes in temperature. 4. Bonding or adhesive material shall be waterproof and shall be of type recommended by manufacturer of floor-covering material. 5. All seams shall be sealed with waterproof sealer. 6. Molded rubber covers required over wheel housings. 7. Rounded rust proofed cove molding applied where floor meets wall 8. Subfloor shall be 5/8" Marine-grade plywood screwed down; 	
<p>HEATER AND DEFROSTER:</p> <ol style="list-style-type: none"> 1. Electrically controlled water regulating valve 2. 50,000 BTU front heater and defroster. Defroster shall be full length below driver's window and windshield. 3. 50,000 BTU rear heater, LH mount, floor mounted preferred 4. Two (2) 6" windshield auxiliary fans, upper left and upper right mounting 5. All plumbing for the heater/defroster system shall be of a series type for maximum heat and for drivers' field of vision and safety 	

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<p>INSULATION:</p> <ol style="list-style-type: none"> 1. Body to be insulated with 1-1/2" of fiberglass in roof, bows, sides, and ends providing an "R" value of 5.75. 2. High density 1-1/2" mineral wool in sides to maintain vertical integrity over the life of the bus. 3. Acoustic noise reducing headlining panels are to be provided in full length front to rear. 4. Sound deadening spray coat shall be provided covering the center one-third of panels to include the following: roof sheet, outside side, and inside side. 5. Provide additional insulation in driver's area and stepwell . 	
<p>LETTERING & DECALS:</p> <ol style="list-style-type: none"> 1. "BEAVERTON SCHOOL DISTRICT" belt line decal, 3/4 stroke black 6" X 2 1/2" block font, centered on each side of the bus 2. Bus numbers: 3/4 stroke, Black 6" X 2 1/2" block font, begin with number TBD. 3. Number placement at the front and rear of the LH and RH belt line, one number at the front, one at the rear and one at the interior rear above the emergency exit door 4. Roof top numbers, to district specifications, E-plate number, 24" high 5. Seat row ID, 2" black vinyl letters, single letter LH and double letter RH, installed 6. Reflective materials to meet or exceed ASDM D4956 7. Lettering specifying electric drive may be used in place of fuel type decals and shall meet the same requirements as fuel type decals. 	
<p>LIGHTING:</p> <ol style="list-style-type: none"> 1. Backlighting of switch panel controlled by rheostat switch 2. Two (2) white LED rear back-up lamps that have a minimum illuminated area of 12 square inches. If back up lamps are placed in the same horizontal line as the tail-stop lamps and turn signal lamps, they shall be to the inside. 3. Backlighting of switch panel controlled by rheostat switch 4. Two (2) white LED rear back-up lamps that have a minimum illuminated area of 12 square inches. If back up lamps are placed in the same horizontal line as the tail-stop lamps and turn signal lamps, they shall be to the inside. 5. Red and Amber LED eight-way warning lights with strobing flash pattern. NO HOODS. Wired to allow continued operation of red lights at stops with ignition switch off and key removed, installed in accordance with SAE Standard J887 Each lamp shall have a minimum illumination area of 38 square inches, flash a minimum of 60 times per minute, and be clearly visible in direct sunlight from 500ft along the axis of the vehicle. Each amber light shall be located near each red signal lamp, at the same level, but closer to the vertical centerline of the bus. The area around each lens of the bus safety lights shall be painted black, extending outward a minimum of 3 inches where practicable. 6. LED clearance/cluster lights, grommet and flush mounted. 7. LED Headlamps 8. LED exterior student loading door light which will adequately illuminate the entire step well. The lamp circuit shall be wired through the headlamp or clearance lamp system and shall be activated only when the door is opened. 	

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<p>9. LED Tail lamps & Stop lamps equipped with four combination red tail-stop lamps:</p> <ul style="list-style-type: none"> a. Two (2) combination lamps with a minimum 38 square inches of illuminated area shall be mounted immediately inside of, and in line with, the rear turn signal lamp; b. Two (2) combination lamps with a minimum 12 square inches of illuminated area shall be placed on the rear of the bus between the beltline and the floor line. The horizontal centerline of the lights shall be a maximum of 12 inches above the floor line; c. Stop lamps shall be activated by the service brakes and shall emit a steady light when illuminated. <p>10. Amber LED Turn Signals</p> <ul style="list-style-type: none"> a. Front - shall have a minimum illuminated area of 38 square inches b. Rear signals shall have a minimum illuminated area of 38 square inches and be placed as wide apart as practical with the horizontal centerline a maximum of 12 inches below the rear window; c. Side - shall have a minimum of 4 candlepower and be mounted on each side of the bus at approximately seat level height, located to the rear of the entrance door on the right side, and to the rear of the stop arm on the left side. Side turn signals should be in approximately the same location on each side of the bus. d. All turn signal lamps shall be independent units and connected to turn signal switch and four-way hazard warning switch that will cause all turn signals to flash simultaneously. <p>11. Sixteen (16) light monitor for warning light system, stop, tail and directional light monitoring.</p> <p>12. Light check system for checking operation of exterior lighting</p> <p>13. Stop arm, air operated, with LED cluster lights, hi-reflective; meets or exceeds ASDM D4956 for reflection</p> <p>14. Required reflectors.</p>	
<p>MIRRORS:</p> <ul style="list-style-type: none"> 1. Rosco, Remote control, Heated OpenView ES mirrors, 7 3/8" X 10" flat and 7 3/8" X 10" convex mirrors. 2. Heat on timer (15 minutes). 3. Mirror brackets shall be black. Chrome brackets are not acceptable. 4. Heated, High-Definition cross view mirrors. 5. Interior rearview mirror, 6"X30" 	
<p>PAINT:</p> <ul style="list-style-type: none"> 1. Chassis, bumpers, and wheels shall be black. 2. Bus body shall be painted a uniform National School Bus Yellow. 3. Body exterior paint trim, bumper, and emergency door lettering shall be black. 4. Background behind warning lights to be painted black. 5. Roof to be painted white and extend across the roof down to the drip rails. 6. Front and rear caps shall remain National School Bus Yellow. 	
<p>RADIO:</p> <ul style="list-style-type: none"> 1. AM/FM radio with PA, mounted in dash, eight (8) interior deluxe speakers. 2. Exterior PA speaker mounted under the front of the bus at an area where sound will adequately project to the front and sides of the bus 3. Kenwood NX-5800 two-way radio, to district specs. Preferred mounting on the dash and left of the driver. Filter required where necessary to assure uninterrupted operation. Radio is to be wired or programmed to allow for operation with the ignition in the on, off and accessory positions. 	

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<p>SAFETY EQUIPMENT:</p> <ol style="list-style-type: none"> 1. First aid kit, body fluid kit & 5 lb. fire extinguisher to be mounted in non-locking bulkhead storage compartment above the windshield. Bulkhead compartment door shall be labeled indicating safety equipment content; 2. Triangle kit to be mounted in a bracket at the wall ahead of right seat barrier; 3. Plexiglass certificate holder, 4" X 6", to be mounted on forward bulkhead 	
<p>SEATS</p> <ol style="list-style-type: none"> 1. Driver <ol style="list-style-type: none"> a. Adjustable and retractable driver's shoulder and lap belt, 17" adjustment b. National Seating Routemaster 650 Driver's Seat in Charcola Mordura Cloth or equivalent product 2. Passenger <ol style="list-style-type: none"> a. Barrier storage pouch installed, three to five pockets, with Velcro closure b. Four (4) rows (rows 1 through 4) of 36" wide CE White QuasiStatic 3PT + 2 ICS seats. Each seat has two (2) 3PT lap/shoulder belts and two (2) integrated child restraints. Total of 16 restraint positions. c. Two (2) rows (rows 5 and 6) of 36" CE White QuasiStatic 3PT lap/shoulder belt seats, each with two (2) 3PT lap/shoulder belts. Seats 5-6 LH are track mounted. 	
<p>STEPWELL:</p> <ol style="list-style-type: none"> 1. Three (3) step entrance angled toward center aisle with rubber covered steps. Maximum riser height shall be 8-1/2". A stainless-steel grab rail shall be installed at rear of stepwell. 2. Stepwell shall be rubber studded or pebble step treads, w/white "no trip" vertical leading edge and skid plate installed underneath to minimize curbing damage. 3. Stainless steel grabrail installed in entrance door area 	
<p>SUN VISOR:</p> <ol style="list-style-type: none"> 1. 6 1/2" X 30" dark tinted plexiglass windshield sun visor, protective edges. 2. Dark tinted plexiglass driver's side window sun visor, protective edges 	
<p>UNDERCOATING:</p> <ol style="list-style-type: none"> 1. Body shall be fully undercoated under floor, skirt panels and wheel wells prior to mounting on chassis. 	
<p>VENTILATION:</p> <ol style="list-style-type: none"> 1. Two (2) Spheros Smart Hatch Roof Hatches or equivalent, without power vent installed in roof. 	
<p>VIDEO SYSTEM:</p> <ol style="list-style-type: none"> 1. Seon TH4 camera System, with 1 TB hard drive (GPS not required). Recorder to be mounted for ease of access for hard drive removal and installation 2. Three (3) 170-degree side mounted IR cameras and one (1) 170-degree windshield camera 3. Mounting and programming to district specifications 	
<p>WINDOWS:</p> <ol style="list-style-type: none"> 1. All windows clear and tempered. 2. 12" split sash passenger windows. 3. Two (2) swing out emergency windows, one per side. 4. Two (2) grip handles for cleaning windshield; 	
<p>WINDSHIELD WIPERS:</p> <ol style="list-style-type: none"> 1. Electric intermittent, single switch operated wipers; bottom mounted with a parallelogram sweep. 2. Washers to be mounted on wiper arms. 3. One gallon plastic windshield washer reservoir. 	

SECTION V – ATTACHMENTS

ATTACHMENT H

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<p>REPAIR MANUALS:</p> <ol style="list-style-type: none"> 1. Maintenance manual shall be provided to include major component manuals, wiring diagrams and recommended service requirements for vehicle. 2. Parts & service manuals shall be provided on USB flash drive. 	
<p>WARRANTY:</p> <ol style="list-style-type: none"> 1. Base warranty 2. Extended warranty 3. Paint 4. Body structure 5. Sheet metal (rust through) 6. Passenger seats 7. Front & Rear Axle 8. Electric Motor 9. High Voltage Electric Batteries 10. Seon Surveillance System 11. Wheelchair Lift System 	
<p>MISCELLANEOUS:</p> <ol style="list-style-type: none"> 1. Total of four (4) ignition and compartment lock keys per bus. 2. Include minimum of forty (40) hours of technician training 3. Include minimum one (1) year subscription to web-based diagnostic support 4. Include manufacturing/assembly plant tour/inspection with travel & lodging for up to eight (8) BSD employees. 	
<p>SPECIAL NEEDS EQUIPMENT:</p> <ol style="list-style-type: none"> 1. Wheelchair Lift door 2. Flat floor configuration 3. Braun Century lift, FMVSS 403/404 compliant 4. Wheelchair lift wired hot to battery; lift will operate with ignition in the OFF position 5. Permanent W/C position, "L" track, 4 sticks vertical track, installed LH rear of bus 6. Minimum and maximum seat spacing dimensions label permanently affixed as required for track seating by the Oregon Department of Education 7. Floor tracks for one w/c position, seats included LH forward of LH rear permanent position. 8. One (1) set of Shurlock Titan auto-retracting wheelchair tiedowns 9. One (1) wheelchair lap and shoulder belt 10. One (1) Storage bag for wheelchair tie downs mounted at the wall to the rear of the permanent wheelchair position 	

BEAVERTON MASTER PRICE AGREEMENT
SCHOOL DISTRICT

Contract No [redacted]
 This is not an order

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

	Beaverton School District 16550 SW Merlo Road Beaverton, Oregon 97003 Attn: Business Services Purchasing
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STATEMENT OF WORK: [redacted]

SUPERSEDING EFFECT.

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

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

CONSIDERATION:

Contractor shall perform/deliver the Work required, on an as needed basis, in consideration for which the District agrees to pay for the Work in a manner further described in the contract and pursuant to the proposal pricing. Individual [Project Work Authorizations (PWA) or Purchas Order (PO)] are required prior to any work being performed and will be issued by the District on a requirements basis. The District is not required to make any purchases under this Contract.

CONTRACT PERIOD.

The contract period shall be upon contract execution through [redacted].

RENEWAL OPTION:

The contract may be renewed upon mutual agreement of the Parties for [number (##)] additional one (1) year periods.

DISTRICT REPRESENTATIVE:

The District Representative for this Contract is [name], [title], at [email]@beaverton.k12.or.us (email), (503) 356-[####] (phone). The District Representative shall be the initial point of contact for all matters related to performance, authorization and to carry out the responsibilities of the District.

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

<p>Beaverton School District</p> <hr/> <p>District Representative _____ Date _____</p> <hr/> <p>Department Administrator _____ Date _____</p> <hr/> <p>District Purchasing _____ Date _____</p> <p>Not a valid Contract until all signatories are complete</p>	<hr/> <p>(typed or printed name of officer)</p> <hr/> <p>Signature _____</p> <hr/> <p>Title: _____</p> <hr/> <p>Phone/Fax: _____</p> <hr/> <p>Date: _____</p> <hr/> <p>Employer Id Number or Social Security Number _____</p>
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This contract is pursuant to Oregon Revised Statutes (ORS 279 A, B and C) and Beaverton School District Public Contracting Rules.

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ATTACHMENT I
Solicitation No: RFP 22-0011

1. **ASSIGNMENT.** The Provider may not assign, sell, dispose of, or transfer rights or subcontract Work under the Contract, either in whole or in part, without the District's prior written consent.
2. **REPRESENTATION.** Provider represents and warrants to the District that (a) Provider has the power and authority to enter into and perform this Contract, (b) this Contract, when executed and delivered, shall be a valid and binding obligation of Provider enforceable in accordance with its terms, (c) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards, and (d) Provider shall, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work.
3. **AUTHORITY.** The Provider represents and warrants that it has the power and authority to enter into and perform the Contract and that the signer of this Contract has the authority to bind and obligate the Provider.
4. **CHANGES.** All amendments shall be pursuant to OAR 137- 047-0800. The terms and conditions contained in this Contract may not be added to, modified, superseded or otherwise altered except by a written modification signed by an authorized representative of the District and Provider.
5. **COOPERATIVE PARTICIPATION.** Pursuant to ORS 279A.215 other Governmental Agencies may utilize this Contract. Notwithstanding any limitations or exclusions, it shall be assumed that the Provider will extend this Contract to any other public agencies during the life of this Contract.
6. **CLEAN UP.** The Provider shall keep the premises free from accumulation of waste materials rubbish caused by operations under this Contract. At completion of the Work, the Provider shall remove all tools, equipment and waste/surplus and clean all surfaces. If Provider fails to perform this clean-up operation the District after 24 hours notice to the Provider may perform this function with cost being borne by the Provider and deduct from monies due.
7. **COMPLIANCE WITH LAWS.**
 - a. Provider shall comply with all federal, state and local laws, regulations, executive orders and ordinances as applicable. All laws, regulations and executive orders applicable to the Contract are incorporated by reference where so required by law. If the Provider fails to comply the District shall have the right to terminate this Contract.
 - b. Provider 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.
 - c. Provider, its subcontractors, and all employers providing work, labor or materials under this Contract are subject to the Oregon workers' compensation law and shall comply with ORS 656.017, which requires them to provide Oregon workers' compensation coverage that satisfies Oregon law for all their subject workers. Provider shall be responsible for all federal or state taxes applicable to compensation or payments paid to Provider under this Contract. Provider certifies that (i) it is not an employee of the District; (ii) if Provider is currently performing work for the District or the federal government, Provider's work to be performed under this Contract creates no potential or actual conflict of interest as defined by ORS 244; and (iii) if this payment is to be charged against federal funds, it is not currently employed by the federal government.
8. **CONFIDENTIAL INFORMATION:** Provider 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 Provider or its employees, sub-Contractors, or agents in the performance of this Contract shall be deemed to be confidential information of District ("Confidential Information"). Any reports or other documents or items including software, that result from Provider's use of the Confidential Information and any Work Product that District designates as confidential are deemed Confidential Information. Confidential Information shall be deemed not to include information that: (a) is or becomes (other than by disclosure by Provider) publicly known; (b) is furnished by District to others without restrictions similar to those imposed by this Contract; (c) is rightfully in Provider's possession without the obligation of nondisclosure prior to the time of its disclosure under this Contract; (d) is obtained from a source other than the District without the obligation of confidentiality; (e) is disclosed with the written consent of the District; or (f) is independently developed by employees or agents of Provider who can be shown to have had no access to the Confidential Information.
 - a. **NON-DISCLOSURE.** Provider agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Provider 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 to advise each of its employees, sub-Contractors, and agents of their obligations to keep Confidential Information confidential. Provider shall use its best efforts to assist the District in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the

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generality of the foregoing, Provider shall advise the District immediately in the event Provider learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and Provider will at its expense cooperate with the District in seeking injunctive or other equitable relief in the name of the District or Provider against any such person. Provider agrees that, except as directed by the District, Provider will not at any time during or after the term of this Contract disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Contract, and that upon termination of this Contract or at the District's request, Provider will turnover to the District all documents, papers, and other matter in Provider's possession that embody Confidential Information.

- b. **INJUNCTIVE RELIEF.** Provider acknowledges that breach of this Section, including disclosure of any Confidential Information, will give rise to irreparable injury to the District that is inadequately compensable in damages. Accordingly, the District may seek and obtain injunctive relief against the breach or threatened breach of this Section, in addition to any other legal remedies that may be available. Provider acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of the District and are reasonable in scope and content.

9. FERPA. Provider agrees to comply with both FERPA and corresponding Oregon law respecting student education records. Personally identifiable information obtained from the District by the Provider 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 Provider's responsibilities under this Agreement.

10. CONTINUING OBLIGATION. Notwithstanding the expiration date of this Contract, the Provider is obligated to fulfill its responsibilities until warranty, guarantee, maintenance, and parts availability requirements have completely expired.

11. CUTTING AND PATCHING. Provider shall be responsible for coordinating all cutting, fitting, or patching of the Work to make its several parts come together properly and fit to receive or be received by work of other contractors, subcontractors, or the District. Provider shall be responsible for restoring all cut, fitted, or patched surfaces to an original condition; provided however, that if a different condition is specified in the Contract Documents, then the Provider shall be responsible for restoring such surfaces to the condition specified.

12. DAMAGES. The Provider is responsible for damage to any property, District owned or otherwise, that is a result of Provider or subcontractor negligence while work is in progress.

- a. The Provider shall be responsible for repairing and replacing anything damaged by his operations, within thirty (30) days after notification by the District.
- b. The Provider shall:
 - i. Clean, repair and/or repaint all surfaces soiled, discolored or damaged by removal of tape, adhesive or other work to match existing surfaces.
 - ii. Bear all costs associated with damage incurred during the work, which includes but is not limited to gypsum board, windows, mullions, and elevator cars.
 - iii. Report to the District any damages found prior to performing work.
 - iv. If the Provider fails to make repairs or replace damaged materials, as necessary, the District shall deduct the amount of any damages from the Provider's payment.
- c. Should any of the Work, and such goods, materials, equipment and furnishings, be destroyed, mutilated, defaced or otherwise damaged prior to the time the risk of loss has shifted to the District, the Provider shall repair or replace the same.

13. DELAYS IN DELIVERY. Neither the District nor Provider shall be held responsible for delay or default caused by fire, riot, acts of God, terrorism, war or any other cause which is beyond the party's reasonable control.

14. DISTRICT'S RIGHT TO CARRY OUT THE WORK. If the Provider defaults or persistently fails or neglects to carry out the Work or portions of the Work in accordance with the Contract Documents, or fails to perform a provision of the Contract, the District, after 10 days' written notice to the Provider and without prejudice to any other remedy the District may have, may make good such deficiencies and may deduct the reasonable cost thereof, including District's expenses and compensation for Consultant services made necessary thereby, from the payment then or thereafter due the Provider. If payments then or thereafter due the Provider are not sufficient to cover such amounts, the Provider shall pay the difference to the District. The right of the District to carry out the Work shall not give rise to any duty on the part of the District to exercise this right for the benefit of the Provider or any other person or entity.

15. DRUG STATEMENT. The use of drugs, alcohol, or any tobacco products is prohibited on all District property.

16. FOREIGN CONTRACTOR. If the amount of the Contract exceeds ten thousand dollars (\$10,000), and if the Provider is not domiciled in or registered to do business in Oregon, the Provider shall promptly provide the Oregon Department of Revenue all information required by that Department.

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- 17. IDENTIFICATION OF EMPLOYEES.** Provider shall ensure that its employees have identifying uniforms or other designation of identity (ID badge, hat, coat with Provider logo/name) while on District property.
- 18. INDEMNIFICATION.**
- To the fullest extent permitted by law the Provider shall indemnify, defend and hold harmless the District, and its officers, agents and employees, and Architect, Architect's consultants and agents and employees from and against claims, actions, liabilities, damages, losses, costs and expenses, direct and indirect or consequential, including but not limited to reasonable attorneys' fees and other costs of defense and/or costs on such claims, and reasonable attorneys' fees and costs if the District is the prevailing party in disputes over the right to indemnification, arising out of or resulting from negligent performance of the Work, or any act or omission related to the Work performed under this Contract, and arising in whole or in part from the negligence of the Provider, its agents, any of its subcontractors of any tiers and anyone directly or indirectly employed by the Provider or subcontractors of any tier. Provider's duty of defense shall arise immediately upon assertion of any claim actually or allegedly covered by this indemnification provision, and, to the fullest extent allowed by law, shall be independent of any limitations upon Provider's duty of indemnification.
 - Court Action:** To the extent any portion of any indemnification or insurance provision of this Contract is stricken by a court for any reason; all remaining provisions shall retain their vitality and effect. Without limitations, to the extent the indemnity or insurance provisions of this Contract are covered by ORS 30.140, such provisions shall apply to the fullest extent permitted under ORS 30.140.
- 19. INDEPENDENT CONTRACTOR.** The service or services to be performed under this Contract are those of an independent contractor as defined in ORS 670.600. Provider represents and warrants that it is not an officer, employee or agent of the District.
- 20. INSPECTION AND ACCEPTANCE.** The quality of Work shall be subject to inspection by the District. Should it be found that the quality of the Work is not satisfactory, and that the requirements of the plans and/or specifications are not being met, the District shall issue a written notice to comply and will provide the Provider with a 'cure date'. If the Provider does not comply the District may terminate the contract after providing 30 days written notice. Within a reasonable time, all work performed and goods delivered are subject to final inspection and acceptance after delivery or completion at the District's facility. If any goods or services are defective in material or workmanship or otherwise not in conformity with the requirements of this Contract or specifications, the District shall have the right to require correction or replacement at no additional cost to the District.
- 21. INSURANCE.** Before commencing work, Provider shall procure and maintain:
- WORKER'S COMPENSATION as required by law.
 - EMPLOYER'S LIABILITY in the minimum amount of \$500,000 when the Provider has 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 a minimum of \$2,000,000 in the aggregate. May be waived if Provider has no vehicle while providing work under the contract.
 - COMPREHENSIVE GENERAL LIABILITY to include premises operations, independent Providers, products/completed operations, and blanket contractual: \$1,000,000 Combined Single Limit Bodily Injury, Property Damage, and personal injury any one occurrence and \$2,000,000 in the aggregate. May be waived only by the District Risk Manager.
 - "TAIL" COVERAGE. If any of the required liability insurance is on "claims made" basis, "tail" coverage will be required at the completion of this contract for duration of 24 months, or the maximum time period reasonably available in the marketplace. Provider shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for 24 months following Contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided its retroactive date is on or before the effective date of this Contract. If Continuous "claims made" coverage is used, Provider shall be required to keep the coverage in effect for duration of not less than 24 months from the end of the Contract. This will be a condition of the final acceptance of work or services.
 - If the Work to be performed involves removal of hazardous materials such as asbestos, mold, lead, or others a POLLUTION COVERAGE provision shall be included with specific coverage for asbestos and lead with limits equal to the General Liability coverage.
 - CERTIFICATES OF INSURANCE. The District, its employees, officials and agents shall be named as an Additional Insured on general liability and automobile policies and shall be provided a copy of the additional insured endorsement. Such insurance shall be primary. Certificates of Insurance shall be issued, prior to the commencement of the contract, to Beaverton School District, Attn: Risk Department, 16550 SW Merlo Rd, Beaverton, OR 97003. The Provider 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 coverage, limits, and terms which will be delineated in an attachment to this agreement.
 - This insurance shall be considered as primary insurance and exclusive of any insurance carried by Beaverton School District, and the insurance evidenced by the required certificates shall be exhausted first, notwithstanding the fact that Beaverton School District may have other valid and collectible insurance covering the same risk.
- 22. INVOICING AND PAYMENT.** Provider shall issue invoice(s) for each Work segment as mutually agreed upon or progress payment(s) as acceptable to the District through the end of the calendar month. Payment shall not be made prior to receipt of a valid invoice. Credit and discount periods will be computed from the date of receipt of the invoice to the date the District's check is mailed. Payment will be made within thirty (30)

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days after the acceptance of a proper invoice less 5% retention. Final payment including retention shall be made upon completion and acceptance of the Work. The District will not pay any additional charges unless specifically agreed to in writing by the District. The invoice(s) shall be submitted to Beaverton School District, Accounts Payable Department, 16550 SW Merlo Road, Beaverton, OR 97003 with a copy to the District Representative. Each invoice must include the project work authorization number, purchase order number or contract number, an itemized list of the pricing elements that match the Pricing Schedule and the quote provided for the individual project (if applicable), the project name/number and the District Representative's name.

23. 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 Provider shall be cumulative and may be exercised successively or concurrently.

24. MANUFACTURES WARRANTIES. Manufactures warranties received by the Provider which are applicable to any material equipment, parts, property and services furnished by the Provider under this Contract shall survive acceptance and payment, and shall run to the District, its successors and assigns, and shall not be deemed to be exclusive.

25. NO WAIVER OF CONDITIONS. Failure of the District to insist on strict performance shall not constitute a waiver of any of the provisions of this Contract or waiver of any other default of the Provider.

26. OTHER CONTRACTS. The District may undertake or award other contracts for additional work, and the Provider shall fully cooperate with such other Providers and District's employees and carefully fit its own work to such additional work as may be contracted for by the District. The Provider shall not commit or permit any act which will interfere with the performance of work by any other Provider or by District employees.

27. PERFORMANCE STANDARD. The Work under this Contract shall be performed in a manner consistent with a high standard of construction practices for projects of a similar nature. Provider covenants and warrants that it shall be responsible for performing and completing, and for causing any Subcontractors to perform and complete the Work in accordance with all Laws applicable to the Site and/or the Work. The Provider shall, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work.

28. PERMITS AND RESPONSIBILITIES. Without additional expense to the District, the Provider shall be responsible for maintaining any necessary licenses and permits.

29. PERFORMANCE AND PAYMENT BOND. If the value of this Contract exceeds \$50,000 the Provider shall, prior to starting Work, provide Performance and Payment Bonds equal to the Contract price.

30. PUBLIC WORKS BOND. If anything purchased under this contract is considered a Public Work under Oregon Law and the value of this project exceeds \$50,000 Pursuant to 279C.836; Provider shall file with the CCB a public works bond with a corporate surety authorized to do business in Oregon in the amount of \$30,000.

31. PREVAILING WAGES. If applicable to anything purchased under this Contract and the value of this project exceeds \$50,000, pursuant to ORS 279C.840, the hourly rate of wage of any contractor or subcontractor or other person doing or contracting to do any part of the Work pays to workers employed in the performance of any part of this Contract shall not be less than the "prevailing rate of wage" for an hour's work in the same trade or occupation in the locality where such labor is performed, in accordance with ORS 279C.838. The existing 'prevailing rate of wage' as published by the Oregon Bureau of Labor and Industries are the Prevailing Wage Rates for Public Works Contracts in Oregon effective July 1, 2018 and the Prevailing Wage Rate Amendment effective October 1, 2018. They may be found at the following website: http://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx, and are incorporated herein by this reference.

32. PRICING. All pricing is considered fixed and firm for the Contract term. The Provider warrants that the price of the Goods and Services covered by this Contract are not in excess of the Provider's lowest prices in effect on the date of this Contract for comparable quantities of similar Goods and Services.

33. PROTECTION OF PERSONS AND PROPERTY. The Provider shall be responsible for all aspects of safety and safety precautions and programs in connection with the Work.

- a. The Provider shall be responsible for the protection from loss, theft, mysterious disappearance of, or damage to all materials, equipment, supplies, and other items incorporated or to be incorporated into the Work, until the Work is completed and accepted by the District.
- b. DISTRICT-FURNISHED, PROVIDER-INSTALLED ITEMS: The Provider shall be responsible for the protection from loss, theft, mysterious disappearance of, or damage to all materials, equipment, supplies, and other District- furnished items incorporated or to be incorporated into the Work, from the time the Provider accepts receipt of the items, until the Work is completed and accepted by the District.
- c. The District shall have no responsibility for the loss, theft, mysterious disappearance of or damage to equipment, tools, materials, supplies, and other personal property of the Provider or its employees, subcontractors or agents stored on District premises.

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34. PUBLIC CONTRACTS. This contract includes the following terms and conditions as prescribed by Oregon Revised Statutes as applicable:

- a. 279B.020 Conditions concerning maximum hours of labor on public contracts.
- b. 279B.220 Conditions concerning payment, contributions, liens, withholding.
- c. 279B.225 Condition concerning salvaging, recycling, composting or mulching yard waste material.
- d. 279B.230 Condition concerning payment for medical care and providing workers' compensation.
- e. 279B.235 Condition concerning hours of labor.

35. SECURITY CHECK: The Provider agrees that each of its employees, subcontractors' employees and principals / owners involved in the Work may, at the option of the District, be subject to a security check, at any time, through the Beaverton Police Department or other venue. The District retains the option to require the immediate removal of any subcontractor, employee or agent. Notwithstanding the foregoing, Provider, and not the District, remains solely responsible for performing background checks on, and screening for public safety all employees, and, to the extent allowed by law, shall provide such screening methodologies and information to District upon request.

36. CROWD CONTROL/SAFETY. It is the responsibility of the Provider to ensure that neither District employees, students, nor the public are exposed to possible hazardous conditions during Work. The Provider shall ensure that all containment equipment and exposure safeguards are installed and functioning properly at all times. Provider shall provide, erect, and maintain all planking, shoring, barricades, and warning signs (bilingual). The Provider shall adhere to all OSHA safety rules while the work is in progress.

37. 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 shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

38. SUPERINTENDENCE. During the progress of the Work, a competent superintendent shall be present on site at all times and represent the Provider.

39. TAXES. The District is tax exempt from Federal, State and Local taxes.

40. TERMINATION.

- a. **Terminate For Convenience.** This Contract may be terminated at any time by mutual written consent of the parties. The District may, at its sole discretion, terminate this Contract, in whole or in part, upon 30 days' notice to the Provider.
- b. **The District's Right to Terminate For Cause.** The District may terminate this Contract, in whole or in part, immediately upon notice to Provider, or at such later date as the District may establish in such notice, upon the occurrence of any of the following events:
 - i. Pricing increases pursuant to Price Escalation/De-Escalation clause above.
 - ii. The District fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for Provider's Work;
 - iii. Federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the Work under this Contract is prohibited, or the District is prohibited from paying for such Work from the planned funding source;
 - iv. Provider no longer holds any license or certificate that is required to perform the Work; or
 - v. Provider commits any material breach or default of any covenant, warranty, obligation or agreement under this Contract, fails to perform the Work under this Contract within the time specified herein or any extension thereof, or so fails to pursue the Work as to endanger Provider's performance under this Contract in accordance with its terms, and such breach, default or failure is not cured within 10 business days after delivery of the District's notice, or such longer period as the District may specify in such notice.
- c. **Provider's Right to Terminate for Cause.** Provider may terminate this Contract upon 30 days' notice to the District if the District fails to pay Provider pursuant to the terms of this Contract and the District fails to cure within 30 business days after receipt of Provider's notice.
- d. **Enforcement.** Termination under any provision of this Contract shall not extinguish or prejudice the District's right to enforce this Contract with respect to any breach of a Provider warranty or any defect in or default of Provider's performance that has not been cured, including any right of the District to indemnification by Provider. If this Contract is so terminated, Provider shall be paid in accordance with the terms of the contract for services rendered and accepted.
- e. **Remedies.** In the event of termination pursuant to above, Provider's sole remedy shall be a claim for the sum designated for accomplishing the Work multiplied by the percentage of Work completed and accepted by the District, less previous amounts paid. If previous amounts paid to Provider exceed the amount due to Provider under this subsection, Provider shall pay any excess to the District upon demand.
- f. **Provider's Tender upon Termination.** Upon receiving a notice of termination of this Contract, Provider shall immediately cease all activities under this Contract, unless the District expressly directs otherwise in such notice of termination. Upon termination of this Contract, Provider shall deliver to the District all documents, information, works-in-progress and other property that are or would be deliverables had the Contract been completed. Upon the District's request, Provider shall surrender to anyone the District designates, all documents, research or objects or other tangible things needed to complete the Work.
- g. **Limitation of Liabilities.** Neither party shall be liable for
 - (i) any indirect, incidental, consequential or special damages under the contract or
 - (ii) any damages of any sort arising solely from the termination of this contract in accordance with its terms.

41. TIME IS OF THE ESSENCE. The Provider shall achieve Completion of the Work within the time provided on the first page of the Agreement.

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Completion shall mean the Work shall be fully complete, including all punch list items, and all documentation, drawings and warranties required under the Contract Documents shall have been delivered to District, and all required inspections, permits and approvals for use and occupancy of the Work shall have been procured and delivered. The Provider shall at all times carry on the Work diligently, without delay and punctually fulfill all requirements of the Work.

- 42. TRANSPORTATION.** The Provider is responsible for transportation of its employees, tools, equipment, construction materials, etc., to and from the Work site.
- 43. USE OF DISTRICT FACILITIES.** Provider shall have the right to use only those District facilities and utilities that are necessary to perform the Work.
- The Provider shall provide, at his own expense and by licensed personnel, all tie-ins and extensions to electrical, water, and waste connections, etc. All connections must be approved in advance by the District and all work relative to the utilities must be in accordance with the applicable building codes.
 - All water connections shall include reduced pressure backflow protection or double check and double gate valves. All water must be shut off at the end of each shift.
 - Provider must ensure that all applicable electrical usage is in compliance with all UL and NFPA guidelines.
- 44. USE OF PREMISES.**
- Provider shall not interfere with any daily on-going building operations in areas that are scheduled for Work.
 - All deliveries, storage of equipment or materials shall be coordinated with the Contract Manager.
 - Provider shall confine its apparatus, the storage of materials and operation of his staff to limits established by law, ordinances, permits or directions of the District.
 - The work site shall be kept in an orderly and safe fashion so as not to interfere with the progress of the work or the work of any other Provider or District staff.
- 45. WAIVER.** The failure of either party to enforce any provision of this contract shall not constitute a waiver by that party of that or any other provision of this contract.
- 46. WARRANTY.**
- The Provider warrants to the District that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be performed in a skillful and workmanlike manner,

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The District may modify this scoring template after Closing to ensure consistency with ATTACHMENT H.

SPECIFICATION	SCORE			
	0	1	2	3
VEHICLE DIMENSIONS:				
1. GVWR - 34,000 lbs. minimum.				
2. Wheelbase shall not exceed 276".				
3. Overall width not to exceed 102"; mirrors may exceed the maximum allowable width by a distance of not greater than five inches on each side of the vehicle.				
4. 77-78" headroom at center aisle				
AXLES:				
1. Front – 14,600 lb. with synthetic-lubed wheel bearings.				
2. Rear – 23,000 lb. with 5.29 ratio.				
BRAKES - SERVICE:				
1. Dual, full air system to meet FMVSS121. Bendix 13.2 CFM compressor. Three reservoir tanks for a total capacity of 2,855 cubic inches. Include a Bendix 4 channel ABS Bendix ADIP air dryer,				
2. Meritor automatic slack adjusters.				
3. Front -, 24 sq. in. chambers. Non-asbestos "extended service" brake lining 16.5" X 6".				
4. Rear -, 30 sq. in. chambers. Non-asbestos "extended service"				
5. brake lining 16.5" X 8.62".				
BRAKES - EMERGENCY/PARKING:				
1. MGM 30 sq. in. spring brake with treadle valve control. Separate dash mounted valve for parking brake application.				
BUMPERS:				
1. Front				
a. Equivalent in strength and durability to pressed steel channel at least 3/16 inches thick and not less than 8 inches wide (high). It shall extend beyond the forward-most part of the body, grille, hood and fenders and shall extend to the outer edges of the fenders at the bumper's top line.				
b. Shall be of sufficient strength to permit pushing or being pushed by another vehicle with the same GVWR on a smooth surface with a five-degree (8.7 percent) grade, without permanent distortion to the bumper, chassis, or body.				
c. Shall be designed or reinforced so that it will not deform when the bus is lifted by a chain that is attached to both tow hooks when the bus is empty and positioned on a level, hard surface and both tow hooks share the load equally.				
2. Rear				
a. Shall be of pressed steel channel or equivalent material at least 3/16-inch thick and eight inches wide (high), and of sufficient strength to permit pushing by another vehicle without distortion; Bumper for all body on chassis units shall wrap around back corners of bus				
b. Shall extend forward at least 12 inches, measured from rear-most point of body at floor line.				

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c. Bumper shall be attached to chassis frame in such manner that it may be easily removed, shall be so braced as to develop full strength of bumper section from rear or side impact, and shall be so attached as to prevent the insertion of small fingers between the body and bumper.				
d. Bumper shall extend beyond rear-most part of body surface at least one inch, measured at floor line;				
CONTROLS - DRIVER'S AREA:				
1. Suspended and adjustable brake & accelerator pedals				
2. Key type starter and stop switch, compatible with CLB7 Key				
3. Headlight switch with headlight "on" reminder buzzer when key is turned off				
4. Steering column mounted dimmer switch with indicator light.				
5. Hazard signal switch+A31				
6. Directional signal switch				
7. Switches to be rocker switches, backlit design.				
8. Parking brake valve				
9. Entrance door control				
10. Cruise control				
11. Power socket for accessories with cap				
12. Noise suppression "railroad" switch, latching				
ELECTRICAL:				
1. Manual resetting circuit breakers for body circuits.				
2. Two (2) group 31 batteries, maintenance free, minimum CCA total at 1400 amps.				
3. Battery compartment with locking roll out tray & closeout seal				
FRAME:				
1. Frame shall be of such design and strength characteristics as to correspond at least to standard practice, for trucks of same general load characteristics which are used for highway service.				
2. Holes in top or bottom flanges of frame side rail shall not be permitted except as provided in original chassis frame.				
3. Frame lengths shall be established in accordance with the design criteria for the complete vehicle.				
HORN:				
1. A backing safety horn activated whenever the bus is shifted into reverse, sounds at 112 DB mounted under bus				
INSTRUMENTS AND GAUGES - DRIVER'S AREA:				
1. Speedometer				
2. Odometer, which including tenths of miles				
3. Voltmeter				
4. Display for electric propulsion power				
5. High beam headlight indicator light;				
6. Front brake air pressure gauge				
7. Rear brake air pressure gauge				
8. Turn signal indicator light				
9. illuminated pilot lamps, one amber and one placed in accordance with requirements in 49 CFR 571.101				

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10. Instrument panel shall have lamps of sufficient candlepower to illuminate all instruments and gauges and shift selector indicator for automatic transmission.				
11. All control and indicator lights shall be dimmable except telltale lights				
INTERLOCK:				
1. Vehicle shall be equipped with an interlock device to prevent vehicle motion when connected to charging infrastructure.				
POWER TRAIN:				
1. Minimum 250 hp (constant)				
2. Minimum 650 lb.-ft torque				
3. Minimum useable range of 100 miles				
4. Charging port to use J1772 plug				
5. Charging port located at rear of bus				
6. Regenerative braking required				
7. High voltage batteries located between axles and inside frame rails				
SHOCK ABSORBERS:				
1. Direct acting, double action piston type. Two front and two rear.				
STEERING:				
1. Full power steering with tilt/telescoping steering column				
TIRES:				
1. Standard equipment rib tires, LRH, all positions				
TOW HOOKS:				
Two front and two rear, frame mounted tow hooks.				
TRACTION:				
1. On Spot brand automatic tire chains, rear axle.				
2. One (1) set Quick-Grip Truck Single Cam LSH Tire Traction chains.				
SUSPENSION				
1. Front				
a. Front - 14,600 lbs. each at the ground. 4" wide X 56" Olong, single stage, 3-leaf, stress peened parabolic leaves with upturned eyes, 1.25" diameter pins in graphite impregnated steel backed bronze bushings with urethane seals at each end. Pins to include zirc fitting to allow pins to be easily lubricated. One inch spacer block between the front spring and the axle.				
2. Rear				
a. Rear - Spring 3"x52" long semi-elliptic, progressive, variable rate 13 leaf slipper type spring. Rated 23,000 lb. each at ground minimum. A radius leaf with maintenance free bushing shall provide easy alignment adjustment.				
WHEELS:				
1. 5 hand hole hub piloted steel wheels, 22.5 X 8.25, black				
COMPARTMENTS:				
1. Hinged door on engine cover.				
2. Exterior electrical access panel below driver window, non-locking.				
3. Wiper access panels below windshield, non-locking				

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4. Side luggage compartments mounted midway at left and right sides.				
5. Keyed locking interior drivers' area storage compartment,				
6. Non locking interior compartment above windshield.				
7. Push through luggage compartment (130 cu ft)				
8. All exterior and interior storage compartments keyed alike.				
CONSTRUCTION:				
1. Body parts must be rust-proofed after fabrication and before assembly.				
2. 16-gauge exterior side panels shall be one piece from windowsills to bottom of skirt. Skirts shall be extended type.				
3. Four protective rub rails at window level, seat level, near floor level and bottom of skirt. riveted to body.				
4. Interior side panels shall be aluminized from windowsill to top of seat rail with mar-resistant finish.				
5. One piece roof panels from window top on one side to window top on other side for maximum strength. Spliced roof sheet not acceptable. Rain visors to be embossed in roof panels over each window.				
DIFFERENTIAL				
1. Synthetic-lubed differential				
EMERGENCY EXITS:				
1. Doors shall comply with the design and performance requirements of 49 CFR 571.217.				
2. Left side emergency door. Include header pads and retainers to hold doors open.				
3. All emergency exits shall have vandal locks that when actuated, disenable engine from starting.				
ENTRANCE DOOR:				
1. Air operated, outward-opening type. Include header pad and vandal lock.				
FENDERS:				
1. Formed rubber fenders shall be mounted around front and rear wheelhouse openings.				
FLOOR COVERING:				
1. Floor in under seat area, including tops of wheel housing, driver's compartment, and toe board, shall be covered with grey rubber floor having minimum overall thickness of .125 inch with aluminum aisle trip:				
2. Floor covering in aisle shall be of aisle-type fire-resistant rubber, wear-resistant and ribbed or equivalent non-slip material. Minimum overall thickness shall be .1875 inch measured from tops of ribs.				
3. Floor covering shall be permanently bonded to floor and shall not crack when subjected to sudden changes in temperature.				
4. Bonding or adhesive material shall be waterproof and shall be of type recommended by manufacturer of floor-covering material.				
5. All seams shall be sealed with waterproof sealer.				
6. Molded rubber covers required over wheel housings.				
7. Rounded rust proofed cove molding applied where floor meets wall				
8. Subfloor shall be 5/8" Marine-grade plywood screwed down;				
HEATER AND DEFROSTER:				

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1. Electrically controlled water regulating valve				
2. 90,000 BTU front heater and defroster. Defroster shall be full length below driver's window and windshield.				
3. 12,000 BTU driver's foot warmer heater				
3. Rear under seat heater, 80,000 BTU, LH rear. Floor mounted heater preferred				
4. Two (2) 6" windshield auxiliary fans, upper left and upper right mounting				
5. All plumbing for the heater/defroster system shall be of a series type for maximum heat and for drivers' field of vision and safety.				
6. All heater hoses to be silicone with constant tension clamps				
INSULATION:				
1. Body to be insulated with 1-1/2" of fiberglass in roof, bows, sides, and ends providing an "R" value of 5.75.				
2. High density 1-1/2" mineral wool in sides to maintain vertical integrity over the life of the bus.				
3. Acoustic noise reducing headlining panels are to be provided in full length front to rear.				
4. Sound deadening spray coat shall be provided covering the center one-third of panels to include the following: roof sheet, outside side, and inside side.				
5. Provide additional insulation in driver's area and stepwell .				
LETTERING & DECALS:				
1. "BEAVERTON SCHOOL DISTRICT" belt line decal, 3/4 stroke black 6" X 2 1/2" block font, centered on each side of the bus				
2. Bus numbers: 3/4 stroke, Black 6" X 2 1/2" block font, begin with number TBD .				
3. Number placement at the front and rear of the LH and RH belt line, one number at the front, one at the rear and one at the interior rear above the emergency exit door				
4. Roof top numbers, to district specifications, E-plate number, 24" high				
5. Seat row ID, 2" black vinyl letters, single letter LH and double letter RH, installed				
6. Reflective materials to meet or exceed ASDM D4956				
7. Lettering specifying electric drive may be used in place of fuel type decals and shall meet the same requirements as fuel type decals.				
LIGHTING:				
1. Backlighting of switch panel controlled by rheostat switch				
2. Two (2) white LED rear back-up lamps that have a minimum illuminated area of 12 square inches. If back up lamps are placed in the same horizontal line as the tail-stop lamps and turn signal lamps, they shall be to the inside.				

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<p>3. Red and Amber LED eight-way warning lights with strobing flash pattern. NO HOODS. Wired to allow continued operation of red lights at stops with ignition switch off and key removed, installed in accordance with SAE Standard J887 Each lamp shall have a minimum illumination area of 38 square inches, flash a minimum of 60 times per minute, and be clearly visible in direct sunlight from 500ft along the axis of the vehicle. Each amber light shall be located near each red signal lamp, at the same level, but closer to the vertical centerline of the bus. The area around each lens of the bus safety lights shall be painted black, extending outward a minimum of 3 inches where practicable.</p>				
<p>4. LED clearance/cluster lights, grommet and flush mounted.</p>				
<p>5. LED Headlamps</p>				
<p>6. Dual row LED interior lights. Driver's, LH, RH, & rear on separate switches. Dome lights are to be wired directly to battery allowing operation with the ignition off. There shall be at least one interior lamp for every two rows of passenger seats.</p>				
<p>7. LED exterior student loading door light which will adequately illuminate the entire step well. The lamp circuit shall be wired through the headlamp or clearance lamp system and shall be activated only when the door is opened.</p>				
<p>8. LED Tail lamps & Stop lamps equipped with four combination red tail-stop lamps: Two (2) combination lamps with a minimum 38 square inches of illuminated area shall be mounted immediately inside of, and in line with, the rear turn signal lamp; Two (2) combination lamps with a minimum 12 square inches of illuminated area shall be placed on the rear of the bus between the beltline and the floor line. The horizontal centerline of the lights shall be a maximum of 12 inches above the floor line; Stop lamps shall be activated by the service brakes and shall emit a steady light when illuminated.</p>				
<p>9. Amber LED Turn Signals</p>				
<p>10. Front - shall have a minimum illuminated area of 38 square inches; Rear signals shall have a minimum illuminated area of 38 square inches and be placed as wide apart as practical with the horizontal centerline a maximum of 12 inches below the rear window:</p>				
<p>11. Side - shall have a minimum of 4 candlepower and be mounted on each side of the bus at approximately seat level height, located to the rear of the entrance door on the right side, and to the rear of the stop arm on the left side. Side turn signals should be in approximately the same location on each side of the bus.</p>				
<p>12. All turn signal lamps shall be independent units and connected to turn signal switch and four-way hazard warning switch that will cause all turn signals to flash simultaneously.</p>				
<p>13. light monitor for warning light system, stop, tail and directional light monitoring. Monitor to be mounted at the dash or switch console</p>				
<p>14. Light check system for checking operation of exterior lighting</p>				
<p>15. Stop arm, air operated, with LED cluster lights, hi-reflective; meets or exceeds ASDM D4956 for reflection</p>				
<p>16. Required reflectors.</p>				
MIRRORS:				
<p>1. Rosco, Remote control, Heated OpenView ES mirrors, 7 3/8" X 10" flat and 7 3/8" X 10" convex mirrors.</p>				
<p>2. Heat on timer (15 minutes).</p>				

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3. Mirror brackets shall be black. Chrome brackets are not acceptable.				
4. Heated, High-Definition cross view mirrors.				
5. Interior rearview mirror, 6"X30"				
PAINT:				
1. Chassis, bumpers, and wheels shall be black.				
2. Bus body shall be painted a uniform National School Bus Yellow.				
3. Body exterior paint trim, bumper, and emergency door lettering shall be black.				
4. Background behind warning lights to be painted black.				
5. Roof to be painted white and extend across the roof down to the drip rails.				
6. Front and rear caps shall remain National School Bus Yellow.				
RADIO:				
1. AM/FM radio with PA, mounted in dash, eight (8) interior deluxe speakers.				
2. Exterior PA speaker mounted under the front of the bus at an area where sound will adequately project to the front and sides of the bus				
3. Kenwood NX-5800 two-way radio, to district specs. Preferred mounting on the dash and left of the driver. Filter required where necessary to assure uninterrupted operation. Radio is to be wired or programmed to allow for operation with the ignition in the on, off and accessory positions.				
SAFETY EQUIPMENT:				
1. First aid kit, body fluid kit & 5 lb. fire extinguisher to be mounted in non-locking bulkhead storage compartment above the windshield. Bulkhead compartment door shall be labeled indicating safety equipment content;				
2. Triangle kit to be mounted in a bracket at the wall ahead of right seat barrier; plexiglass, mounted on forward bulkhead				
3. Certificate holder, 4" X 6", to be mounted on forward bulkhead				
SEATS				
1. Driver				
a. Adjustable and retractable driver's shoulder and lap belt, 17" adjustment				
b. National Premium Air Suspension seat with grey upholstery. Seat controls mounted on the right side. Seat and barrier mounting shall provide ample room for seat adjustment to accommodate both large and small drivers.				
2. Passenger				
a. Barrier storage pouch installed, three to five pockets, with Velcro closure				
a. Standard 39" passenger seats				
c. Upholstered dark blue Fire block seat upholstery, seats & barriers				
STEPWELL:				
1. Three (3) step entrance angled toward center aisle with rubber covered steps. Maximum riser height shall be 8-1/2". A stainless-steel grab rail shall be installed at rear of stepwell.				
2. Stepwell shall be rubber studded or pebble step treads, w/white "no trip" vertical leading edge and skid plate installed underneath to minimize curbing damage.				

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3. Stainless steel grabrail installed in entrance door area				
SUN VISOR:				
1. 6 1/2" X 30" dark tinted plexiglass windshield sun visor, protective edges.				
2. Dark tinted plexiglass driver's side window sun visor, protective edges				
UNDERCOATING:				
1. Body shall be fully undercoated under floor, skirt panels and wheel wells prior to mounting on chassis.				
VENTILATION:				
1. Two (2) Spheros Smart Hatch Roof Hatches, without power vent installed in roof.				
VIDEO SYSTEM:				
1. Seon TH6 camera System, with 1 TB hard drive (GPS not required). Recorder to be mounted for ease of access for hard drive removal and installation				
2. Five (5) 170-degree side mounted IR cameras and one (1) 170-degree windshield camera.				
3. Mounting and programming to district specifications.				
WINDOWS:				
1. All windows clear and tempered.				
2. 12" split sash passenger windows.				
3. Four (4) swing out emergency windows, two per side.				
4. Two (2) grip handles for cleaning windshield;				
WINDSHIELD WIPERS:				
1. Electric intermittent, single switch operated wipers; bottom mounted with a parallelogram sweep.				
2. Washers to be mounted on wiper arms.				
3. One gallon plastic windshield washer reservoir.				
REPAIR MANUALS:				
1. Maintenance manual shall be provided to include major component manuals, wiring diagrams and recommended service requirements for vehicle.				
2. Parts and service manuals shall be provided on USB flash drive.				
WARRANTY:				
1. Base warranty				
2. Extended warranty				
3. Paint				
4. Body structure				
5. Sheet metal (rust through)				
6. Passenger seats				
7. Front Axle				
8. Rear Axle				
9. Electric Motor				
10. High Voltage Electric Batteries				
11. Seon Surveillance System				
MISCELLANEOUS:				
1. Total of four (4) ignition and compartment lock keys per bus.				

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2. Include minimum of forty (40) hours of technician training				
3. Include minimum one (1) year subscription to web-based diagnostic support				
4. Include manufacturing/assembly plant tour/inspection with travel & lodging for up to eight (8) BSD employees.				
TOTALS:				