

REQUEST FOR INFORMATION



The Hillsboro School District 1J invites information on:

District Copier Program

RFI Number: TSRFI07-18
Due Date: October 1, 2018

PLEASE NOTE

Copies of RFI documents obtained from sources other than the Hillsboro School District are not valid documents.



August 8th, 2018

Dear Reader,

Hillsboro School District 1J has issued a Request for Information for District Copier Program for the District. Please review the enclosed instructions, specifications, and all other related material and information carefully.

If you have any questions regarding this RFI or other matters pertaining to this project, please contact Corina Garcia Soriano: garciasc@hsd.k12.or.us

Thank you for your time and interest.

Sincerely

David Bryson

Print Shop Supervisor

Hillsboro School District

3083 NE 49th Place

Hillsboro OR 97124

Enclosure: Copy of Legal Advertisement

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HILLSBORO SCHOOL DISTRICT 1J
HILLSBORO, OREGON
REQUEST FOR INFORMATION: TSRFI07-18

Notice is hereby given that Hillsboro School District 1J, Hillsboro, Oregon is requesting information (RFI) for a District Copier Program.

RFI must be received by October 1, 2018, 3:00 pm, at Hillsboro School District 1J, Admin Center, 3083 NE 49th Place, Hillsboro, OR 97124.

RFI documents and instructions are available from the HSD website at: hsd.k12.or.us or by contacting Corina Garcia Soriano: garciasc@hsd.k12.or.us.

The Hillsboro School District 1J Board of Directors reserves the right to reject any and all RFIs and to waive any and all informalities in the best interest of the Hillsboro School District.

Published: *The Hillsboro Tribune* on August 8th, 2018

TABLE OF CONTENTS

1. General Information
 - 1.1 Overview
 - 1.2 Scope
2. Submittal Instructions
3. Key Elements:
 - 3.1 Business Model
 - 3.2 B/W Print Shop Equipment
 - 3.3 Color Print Shop Equipment
 - 3.4 Multi-Function Devices
 - 3.5 Service Level
 - 3.6 Program Administration
4. Exhibit A: Software, Copier Devices, Volumes, and Contract Expiration.
5. Exhibit B: General District Contract Provisions
6. Exhibit C: Insurance Requirements

1.0 General Information and Submittal Instructions

1.1 Overview

Hillsboro School District 1J (HSD) is the fourth largest school district in the state and serves a number of communities including Hillsboro, Aloha, Cornelius, Scholls, North Plains, and the outskirts of Portland.

The District serves approximately 20,200 students across 35 public schools: 4 high schools, 4 middle schools, 25 elementary schools, and 2 alternative education schools. The District employed 2,552 employees.

We encourage you to explore the Hillsboro School District (HSD) website at: www.hsd.k12.or.us for more information about the HSD.

HSD is currently engaged in a district copier program contract that will expire in December of 2018. The successful contractor will be announced and contract negotiations in November 2018. The District reserves the right to deviate from this schedule.

Those not responding to the RFI will not be considered for participation in the final selection process. The District reserves the right to modify the RFI, or scope contained within, at any time if deemed in the best interest of the District to do so. The District further reserves the right to use available purchasing agreements in lieu of an RFP or to terminate the process at any time if deemed in the best interest of the District to do so.

1.2 Scope

The essence of the HSD requirement is:

HSD is seeking a contractor or multiple contractors, depending on the best interest of the District, to enter into a multi-year operating agreement primarily to fulfill the multi-function device (MFD) supply and service needs of the District Copier program. The District Copier Program includes Multi-Function Copiers (“MFDs” or “copiers”) to be deployed at school and departmental locations as well as enterprise production equipment deployed at the District Print Shop. Equipment will meet or exceed the functional and technical requirements of the District. The devices will be deployed in a networked, enterprise, fleet configuration throughout the District, including the District Print Shop. General functionality for site based MFDs include copying, network printing, scanning, faxing, and print management software implementation.

HSD’s current District Copier program utilizes approximately 70 copiers with a copying volume of approximately 37 million copies per year. A spreadsheet of the copiers and their average volume is attached in Exhibit A for your analysis. These are the copiers that will be replaced during the winter break of 2018 (12/24/2018 – 1/4/2019) as a result of a competitive process.

The process will also provide the District the ability to add additional MFDs to the fleet as needed during the term. Device quantities are provided as a courtesy to Proposers

and are not a guaranteed sales volume. All equipment shall be leased only and the Contractor will remove all equipment from District premises at the conclusion of the contract without charge to the District.

The contract term will be 60-months. Respondents to this RFI should familiarize themselves with the General Terms and Conditions in Exhibit B and Insurance Requirements in Exhibit C. The successful contractor(s) must be in compliance with these requirements as part of the contract finalization process.

RFI submissions are required to respond to each of the questions posed in the Key Elements, Section 3. If your answer involves an added cost not already covered in your base contract price to the district, break that cost out as an add-on feature included in your answer.

Failure to comply substantively and comprehensively to the RFI Key Elements will cause the submission to be deemed non-responsive.

Those not responding to the RFI will not be considered for award.

All respondents whose RFI submissions are accepted will be required to make a live presentation to the HSD evaluation committee. Actual dates and times will be assigned by HSD. The committee will select RFI finalists who will be required to make available for a hands-on demonstration units proposed for District consideration. The demonstration shall take place at the site of an existing customer and feature all proposed equipment configured in a networked, multi-site, fleet configuration envisioned by the District. The District prefers demonstrations be located in the Portland/Salem, OR/ Vancouver, WA area. If Proposer wishes to hold demonstrations outside of this area all costs for transporting committee members shall be the responsibility of the Proposer. Committee members shall have the opportunity to personally operate the demonstrated equipment.

2.0 RFI Submittal

RFI must be received by October 1st, 2018, no later than 3:00 pm, at Hillsboro School District 1J, Administration Center, 3083 NE 49th Place, Hillsboro, OR 97124.

Failure to meet the RFI opening date and time will result in rejection of the RFI.

Neither HSD nor any agent thereof will be obligated in any way by any service provider response to this RFI. The selection of a service provider and the accompanying award of a contract through the RFI process are to be based on the collaborative decision of the evaluation team. This selection is at the sole discretion of HSD. The District reserves the right to use available consortium and/or cooperative purchasing agreements in lieu of an RFP at any time if deemed in the best interest of the District to do so.

2.1 RFI Format

Respondents are required to send five (5) copies of the RFI.

RFI's submitted for consideration are to follow the same format and order presented in the Key Elements (Section 5).

2.2 RFI Inquiries

Any inquiry related to an RFI, including any requests for or inquiries regarding standards referenced in the RFI shall be directed solely to the RFI contact person. Questions regarding this proposal should be addressed to:

Corina Garcia Soriano
garciasc@hsd.k12.or.us
Hillsboro School District 1J
3083 N. E. 49th Place, #122
Hillsboro, OR 97124

2.3 Right to Reject Submissions

HSD reserves the right to reject any or all submissions and to terminate or modify the process at any time at its sole discretion.

2.4 Schedule of RFI Events

Release Published	August 9, 2018
Inquiries Due	12:00 pm, August 15, 2018
RFI Due date	3:00 pm, October 1, 2018
Evaluations Complete	October 2, 2018
Invitation for Presentation (Fleet machines)	October 2, 2018
Production Shop Site Visits	TBD
Presentations	October 8th, 2018
Recommendation to Board	October 29th 2018
Fleet Exchange	December 24-January 4, 2019

The District reserves the right to deviate from the schedule.

3.0 Key Elements

3.1 Business Model

The Business Model section of the Key Elements is intended to help HSD understand and evaluate the respondent's approach to providing equipment and local sales/service support to HSD's environment. ~~Furthermore, it will provide the evaluation team with the basis upon which an outright equipment acquisition vs. equipment rental strategy will be developed.~~ HSD, because of its rural location, faces some unique challenges relative to ongoing, consistent, and quality support and service. The resource capabilities and business stability of the service providers is of concern to HSD, given the size and potential growth of HSD's copier requirements. Therefore, copier equipment suppliers and their respective local sales/service providers are expected to present a co-dependent response to address these important issues.

Respondents must answer the following:

- A. Describe your two (2) most recent public entity contract awards in Oregon (HSD size or larger). Provide scope and reference/contact names for each.
- B. Describe two (2) of your most recent enterprise Print Shop implementations in Oregon (HSD-similarly sized). Provide scope and reference/contact names for each.
- ~~C. Describe the acquisition/service contract approach proposed and chosen by the customer.~~
- D. Describe why you think you were the successful bidder compared to your competitors.
- E. Do these contracts allow HSD to participate? Provide public entity participation wording in contract.
- F. Describe your two (2) most recent public entity bids lost in Oregon (HSD or larger).
- G. Describe why you think you were not the successful bidder.
- H. Describe your bidding/support approach considering HSD regional issues (corporate/local sales and service providers: Location, local service capabilities, local service support, business stability).
- I. Describe your installation/training model and end of contract process, fees, and relate a past interface with current/outgoing provider.

- J. Describe your approach to the following challenges assuming a 5 year agreement:
- i. Equipment acquisition approach with committed local service and support.
 - ii. Equipment lease with the one-stop shopping concept: The service and equipment provider are one and the same.
 - iii. In term additions and deletions of machines and aligning contract terminations with the master contract
 - iv. Initial and midterm machine utilization surveys, overall printing strategy reviews, midterm equipment refresh programs, and technology enhancement programs.
 - v. Preventative maintenance in fleet MFD's and print shop production equipment

3.2 Print Shop Equipment

The print shop equipment section of the Key Elements is to provide a clear understanding of the districts needs in future production equipment. Please include in your proposal detailed specifications on how you are meeting our need; any process needs to be clearly defined. Please use the info below plus any onsite analysis to determine the best configuration of machines, to provide HSD with the best solution to accomplish 2-3 day turnaround throughout the year including peak times. We are currently using WebCRD for online ordering and printer job submission.

Respondents must address all needs and questions:

A. Black and White Production Equipment:

- i. Configuration must meet or exceed the equivalent of 400 PPM duplex
- ii. Be compatible with JDF and PDF workflows
- iii. Each Machine must have at least 8 paper feeding drawers and 3 post fuser insertion drawers (insertion drawers and feeder drawers can be the same drawer, if able to specify in the DFE to avoid click charges).
- iv. Will be able to handle paper stocks from 8.5"x5.5" up to 12"x18" coated and uncoated 60gsm up to 300gsm.
- v. Inline finishing will include: Tape binding or equivalent, corner staple (portrait and landscape), book staple (portrait and landscape), and high capacity stacking, Inline stapling will be able to staple up to 75 sheets of 20# bond consistently.
- vi. Ability to produce high quality halftones

B. Color Production Equipment:

- i. Must meet or exceed current **simplex sheet** per minute speeds of 70 - 8.5x11 sheets per minute
- ii. Must be compatible with JDF and PDF workflow
- iii. Must have at least five paper feeding drawers, two of the five need to be high capacity feeding drawers, Plus one post fuser insertion paper feeder.
- iv. Will be able to handle paper stocks from 8.5"x5.5" up to 12"x18" coated and uncoated 60gsm up to 300gsm.
- v. Must be able to run 11x17 120gsm coated sheets with full color and high quality for long periods of time without quality or color deviation.
- vi. Inline finishing will include: Corner staple (portrait and landscape), book staple (portrait and landscape), and saddle stitch at least 25 sheets of 80# gloss text.

C. Scanning Station

- i. One high speed scanning station
- ii. 3 licenses of file manipulation software. We currently use Océ's "Prisma Prepare" we have used "Makeready" from Xerox in the past.
- iii. Scanner must be able to scan from a flatbed and a document feeder up to 11x17
- iv. Scanner must have high resolution options in color and greyscale

D. Wide Format Printer

- i. Annual throughput is about 6200 posters of either 18x24 or 24x36
- ii. We also print scrim vinyl banners at 42" wide.

3.3 Multi-Function Devices

The Multi-Function Devices section of the Key Elements is to provide a clear understanding of the districts needs in future fleet equipment. Please include in your proposal detailed specifications on how you are meeting our need; any process needs to be clearly defined.

Respondents must address all needs and questions:

- A. Describe print job queue and hold features for remote users to send jobs to specific copiers for later retrieval/print. Include the ability for secure printing of queued jobs.
- B. Describe the user experience for print from workstation to MFD including job, feature, and budget submission.

- C. Can you provide a convenient “roaming” ability for staff and faculty to be able to copy at any location and have their department charged?
- D. Describe the auditing and accounting functionality of the equipment include the ability of the system to track use at the user level, ability to manage accounting remotely, and other accounting and tracking functionalities.
- E. Include a plan to monitor MFDs remotely and automatically for breakdown and just in time supplies. This can include utilities hosted on our network to monitor devices. We need a local or dedicated help desk to assist end users with service calls.
- F. Include product models and specifications for each device, accessory, software, or hardware system proposed to the District for consideration.
- G. MFD must be able to scan to a PDF and email to the user logged in and from a list linked to HSD’s active directory.
- H. MFD must be able to scan in color and black and white, scan both sides of the paper in one pass, consistently straight, with high resolution options.
- I. MFD’s need to print at least 55 simplex sheets per minute.
- J. MFD’s will utilize a wired Ethernet network connection. This device will utilize a centrally-assigned IP address provided by a DHCP server.
- K. All systems supporting the MFDs (supply monitoring, maintenance, accounting, etc.) will access the MFDs by their network hostnames. Solutions that require the MFDs to have fixed IP addresses will be disqualified.
- L. A centralized impression accounting system is desired and will meet the following requirements:
 - a. Users may swipe their existing HID proximity badges to authenticate to the system.
 - b. If the user does not have a proximity badge or if their badge is not associated with their Active Directory (AD) account they may sign in at the control panel with their AD credentials.
 - c. Once signed in the user will be presented with a list of HSD budget codes they are authorized to charge the copies to.
 - d. There will be an ability for an authorized user to provision guest accounts for visitors.

- e. When network printing to a controlled device there will be a prompt for the user to select from one of their assigned budget codes. Any drivers required for this function to work properly with either be part of the native print driver or part of a client application that can be called dynamically over the network or silently installed via a MSI.
- f. Authorized system managers at each site will be able to select which budget codes their staff has access to.
- g. Budget codes may be assigned to users based on AD group membership.
- h. All user interfaces will be via a web interface (no thick clients allowed).
- i. System managers will be restricted to their respective site's data. For example, an office manager at one school will not be able to grant access to a budget code owned by another school.

3.4 Service Level

The Service Level section of the Key Elements is intended to help HSD understand and evaluate the respondent's approach to providing service and support to HSD's environment. Furthermore, it will provide the evaluation team with the basis upon which a service level specification will be developed. The resource capabilities and business stability of the service providers is of concern to HSD, given the size of HSD's copier requirements. Therefore, copier equipment suppliers and their respective local sales/service providers are expected to present a co-dependent response to address these important service and support issues.

Respondents must answer the following:

- A. Describe the corporate/local sales commitment necessary to support HSD's fleet, both initially and in the future.
- B. How will you protect HSD in the event the service provider fails to perform or goes out of business?
- C. Describe the service level support you would commit. Describe training programs and equipment support available for District technicians in a self-maintainer program. What do you require of us?
- D. Describe your service and equipment replacement standards, and show examples of performance with Oregon public entities.
- E. Describe your service/problem escalation process and committed response times.
- F. Describe your parts inventory/availability process and replacement machine process for repeated service failures.

- G. Describe contract conditions you have with public entities regarding penalties for performance failures.
- H. Describe contract conditions where you were required to post a performance bond.
- I. Describe your equipment reporting capabilities for usage, uptime, service response and time to repair, maintenance alerts, and equipment monitoring.
- J. Describe your service/cost model for supplies.
- K. Describe your equipment relocation process for in-term office moves.
- L. Describe how loss of funding or location closures would be handled.
- M. Describe in detail your preventative maintenance procedures and schedules for all machines included in your response.

3.5 Program Administration

The Program Administration section of the Key Elements is intended to help HSD understand and evaluate the respondent's approach to providing ongoing administration, management and regular program status in support of HSD's environment. Furthermore, it will provide the evaluation team with the basis upon which a comprehensive program administration specification will be developed. Therefore, copier equipment suppliers and their respective local sales/service providers are expected to present a co-dependent response to address these important issues.

Respondents must answer the following:

- A. Describe the flexibility/adaptability of your billing process to the fiscal needs of HSD.
- B. Describe/provide examples of monthly business reports you provide to your customers.
- C. Describe your infrastructure's ability to support a fleet of HSD's size, at its current number, and your needs were the fleet to grow in the future.
- D. Describe any B2B processes you offer.
- E. Describe a process for regular business reviews addressing utilization, machine, service performance, and cost effectiveness/process improvements.

- F. Provide a convenient “roaming” ability for staff and faculty to be able to copy at any location and have their department charged.

- G. The District strongly prefers not to commit to any minimum click volume nor the payment of recurring lease charges. Describe pricing options including:
 - i. No minimum click volume or payments of recurring lease charges.
 - ii. Click rates reflect full amortized cost of equipment.
 - iii. Termination charges for device removal at District convenience before end of term.
 - iv. Handling of temporary removal of device from service.
 - v. Options with minimum click volume commitments and/or monthly lease charges.
 - vi. Pricing plans and awarded contracts available for use by the District used by other public agencies with scope of work equal to or exceeding that of the District. Include cooperative purchasing language from said contracts.

Exhibit A: Copier Devices and Volumes.

Location	Manufacturer	Model	Serial Number	BLACK USAGE	COLOR USAGE
BROOKWOOD	KONICA-MINOLTA	BIZHUB C654E	A2X1017002005	444188	10484
BROWN	KONICA-MINOLTA	BIZHUB C654E	A2X1017000168	334205	330
BUTTERNUT CREEEK	KONICA-MINOLTA	BIZHUB C654E	A2X1017001547	340875	1
CENTURY	KONICA-MINOLTA	BIZHUB C654E	A2X1017001613	627830	5468
CENTURY	KONICA-MINOLTA	BIZHUB C654E	A2X1017001620	625551	1822
CENTURY	KONICA-MINOLTA	BIZHUB C364E	A5C1011004536	128977	550
CENTURY MAIN WORKROOM	KONICA-MINOLTA	BIZHUB C654E	A2X1017001658	599864	471
EASTWOOD	KONICA-MINOLTA	BIZHUB C654E	A2X1017000210	477199	23484
EVERGREEN	KONICA-MINOLTA	BIZHUB C654E	A2X1017000223	627183	6348
EVERGREEN	KONICA-MINOLTA	BIZHUB C3850	A3GN011000513	0	0
FARMINGTON	KONICA-MINOLTA	BIZHUB C654E	A2X1017001655	394139	4558
FREE ORCHARDS	KONICA-MINOLTA	BIZHUB C654E	A2X1017000264	353275	24369
GLENCOE	KONICA-MINOLTA	BIZHUB C364E	A5C1011004546	28178	2444
GLENCOE	KONICA-MINOLTA	BIZHUB C654E	A2X1017000183	239713	316
GLENCOE	KONICA-MINOLTA	BIZHUB C654E	A2X1017001960	302686	28
GLENCOE MAIN WORKROOM	KONICA-MINOLTA	BIZHUB C654E	A2X1017000167	308931	62
GRONER	KONICA-MINOLTA	BIZHUB C654E	A2X1017001133	383675	16726
HENRY	KONICA-MINOLTA	BIZHUB C654E	A2X1017001921	303236	11676
HILHI	KONICA-MINOLTA	BIZHUB C654E	A2X1017001635	433128	4696
HILHI	KONICA-MINOLTA	BIZHUB C364E	A5C1011004767	31132	1029
HILHI	KONICA-MINOLTA	BIZHUB C3850	A3GN011000414	91482	5480
HILHI	KONICA-MINOLTA	BIZHUB C35	A121011302856	6562	4030
HILHI LIBRARY	KONICA-MINOLTA	BIZHUB C654E	A2X1017001962	844177	2115
IMLAY	KONICA-MINOLTA	BIZHUB C654E	A2X1017001872	294211	4306
INDIAN HILLS	KONICA-MINOLTA	BIZHUB 35	A121011302812	19220	4647
INDIAN HILLS	KONICA-MINOLTA	BIZHUB C654E	A2X1017000157	353347	1889
JACKSON	KONICA-MINOLTA	BIZHUB C654E	A2X1017000192	547732	2
LADD ACRES	LEXMARK	XM1145	701532HH06D9T	6071	
LADD ACRES	KONICA-MINOLTA	BIZHUB C654E	A2X1017000207	472180	10588
LENOX	KONICA-MINOLTA	BIZHUB C654E	A2X1017001953	554670	23922

LIBERTY	KONICA-MINOLTA	BIZHUB C654E	A2X1017001905	887286	803
LIBERTY	KONICA-MINOLTA	BIZHUB C364E	A5C1011004547	45400	0
LIBERTY	KONICA-MINOLTA	BIZHUB C654E	A2X1017000177	949457	665
LINCOLN STREET	KONICA-MINOLTA	BIZHUB C654E	A2X1017000175	444743	6378
MCKINNEY	KONICA-MINOLTA	BIZHUB C654E	A2X1017000224	328567	11500
MEC EAST	KONICA-MINOLTA	BIZHUB C554E	A5AY011003726	62862	0
MEC WEST	KONICA-MINOLTA	BIZHUB C554E	A5AY011003658	74962	4866
MINTER BRIDGE	KONICA-MINOLTA	BIZHUB C654E	A2X1017001951	308159	6678
MOOBERRY	KONICA-MINOLTA	BIZHUB C654E	A2X1017001949	437294	40739
NORTH PLAINS	KONICA-MINOLTA	BIZHUB C654E	A2X1017001954	356290	5530
ORENCO	KONICA-MINOLTA	BIZHUB C654E	A2X1017001153	391102	2403
PATTERSON	KONICA-MINOLTA	BIZHUB C654E	A2X1017000176	222837	965
POYNTER	KONICA-MINOLTA	BIZHUB C654E	A2X1017001907	551788	9068
QUATAMA	KONICA-MINOLTA	BIZHUB C654E	A2X1017001128	498837	3385
REEDVILLE	KONICA-MINOLTA	BIZHUB C654E	A2X1017000219	352173	5006
ROSEDALE	KONICA-MINOLTA	BIZHUB C654E	A2X1017001878	440166	8380
SOUTH	KONICA-MINOLTA	BIZHUB C654E	A2X1017000165	650758	6141
TOBIAS	KONICA-MINOLTA	BIZHUB C35	A121011302996	21660	5422
TOBIAS	KONICA-MINOLTA	BIZHUB C654E	A2X1017000189	277627	1311
WEST UNION	KONICA-MINOLTA	BIZHUB C654E	A2X1017001937	367828	15407
WITCH HAZEL	KONICA-MINOLTA	BIZHUB C654E	A2X1017001933	134391	545
WITCH HAZEL	KONICA-MINOLTA	BIZHUB C654E	A2X1017001883	249180	5885
APPLICATIONS	KONICA-MINOLTA	BIZHUB C364E	A5C1011004484	21612	1771
BUSINESS OFFICE	KONICA-MINOLTA	BIZHUB C364E	A5C1011009213	83035	43313
COMMUNICATIONS	KONICA-MINOLTA	BIZHUB C364E	A5C1011004704	42579	14231
CONSTRUCTION MANAGEMENT	KONICA-MINOLTA	BIZHUB C364E	A5C1011004756	39657	8151
FACILITIES	KONICA-MINOLTA	BIZHUB C364E	A5C1011004747	43661	7985
HUMAN RESOURCES	KONICA-MINOLTA	BIZHUB C364E	A5C1011004761	63671	10293
NUTRITION SERVICES	KONICA-MINOLTA	BIZHUB C364E	A5C1011009368	38701	15874
PAYROLL	KONICA-MINOLTA	BIZHUB C364E	A5C1011009205	37381	3280
PRINT SHOP	OCE	VP 6200	900230116	7716885	
PRINT SHOP	OCE	VP 6200	900230114	8740234	
PRINT SHOP	KONICA-MINOLTA	CC1070	A50U011000595	96766	509887
ROSEDALE	KONICA-MINOLTA	C3350	A4Y4011015819	13413	14496
STUDENT SERVICES	KONICA-MINOLTA	BIZHUB C554E	A5AY011003733	171696	1793

SUPERINTENDENT'S OFFICE	KONICA-MINOLTA	BIZHUB C654E	A2X1017000200	371582	54278
TECH SERVICES	KONICA-MINOLTA	BIZHUB C364E	A5C1011004498	25120	13346
TRANSPORTATION SERVICES	KONICA-MINOLTA	BIZHUB C364E	A5C1011003594	51142	46140
TRANSPORTATION SERVICES	KONICA-MINOLTA	BIZHUB C364E	A5C1011008123	23849	7498
				35807968	1065254

Exhibit B: General District Contract Terms

TERMS AND CONDITIONS

1. CONTRACTOR certifies that it will comply with all applicable federal and state statutes and administrative rules that govern companies entering into contractual agreements with public school districts.
2. SEVERABILITY: If any provision of this Contract as applied to either party or to any circumstance shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Contract or the validity or enforceability of this Contract.
3. ASSIGNMENT: This Contract may not be assigned, transferred or conveyed by either party without the written consent of the other party.
4. SUBCONTRACTING: No portion of this Contract may be subcontracted to any other individual, firm, or entity without the express and prior approval of DISTRICT.
5. PURCHASING BY CONTRACTOR: CONTRACTOR shall make all purchases in its own name and not in any way to attempt to bind the DISTRICT to its contractual agreements. Delivery of merchandise to DISTRICT facilities will be at CONTRACTOR's risk and expense.
6. ACCESS TO RECORDS: CONTRACTOR agrees that the DISTRICT or any of its duly authorized representatives at any time during the term of this Contract shall have access to, and the right to audit and examine any pertinent books, documents, papers and records of CONTRACTOR (such as sales receipts, salary schedules, itemized expenses and disbursements, time reports, equipment charges, overtime reports, etc.) related to CONTRACTOR's charges and performance under this Contract. CONTRACTOR shall keep such records for a period of three years after final payment hereunder unless DISTRICT authorizes their earlier dispositions. CONTRACTOR agrees to refund the DISTRICT any overpayments disclosed by any such audit plus any costs of discovery.
7. LIENS: CONTRACTOR shall at all times keep the DISTRICT free and clear from all liens asserted by any person, firm or corporation for any reason whatsoever arising from the furnishing of services whether for services, work or labor performed, or materials or equipment furnished by CONTRACTOR pursuant to the terms of this Contract. If any such liens shall at any time be filed against the DISTRICT's premises and the CONTRACTOR shall fail to cause otherwise within ten days after being notified of the filing of such lien, the DISTRICT may, but shall not be obligated to, discharge the same. All costs and expenses including attorney's fees incurred by the DISTRICT in discharging the lien shall be either deducted from payment due CONTRACTOR or paid by CONTRACTOR directly to DISTRICT.

8. PUBLICITY: CONTRACTOR shall not use in its external advertising, marketing programs, or other promotional efforts, any data, pictures or other representation of the DISTRICT except on prior specific, written authorization from the DISTRICT.

9. INDEPENDENT CONTRACTOR: The DISTRICT shall view the legal position of the CONTRACTOR as an "independent CONTRACTOR" and that all persons employed to furnish services hereunder are employees of the CONTRACTOR and not of the DISTRICT. Further, the DISTRICT shall not be liable for any of the CONTRACTOR's acts or omissions performed under this or other agreements to which CONTRACTOR is a party.

10. INDEMNIFICATION: Except as otherwise expressly provided in this Contract, CONTRACTOR and DISTRICT shall defend, indemnify' and hold each other harmless from and against all claims, liability, loss and expense, including reasonable collection expenses, attorneys' fees and court costs which may arise because of the sole negligence, misconduct, or other fault of the indemnifying party, its agents or employees in the performance of its obligations under this Contract.

VENUE: Any action brought as a result of this Contract shall be brought in Washington County, State of Oregon.

11. EMPLOYMENT AND ADA: CONTRACTOR certifies conformance to the applicable Federal Acts, Executive Orders and Oregon Statutes and Regulations concerning equal employment opportunities and Americans with Disabilities Act requirements. All information and reports required by the Federal or Oregon governments having responsibilities for the enforcement of such laws shall be supplied to the DISTRICT upon request, for purposes of investigation to ascertain compliance with such acts, regulations and orders.

The CONTRACTOR hereby indemnifies and agrees to reimburse, defend and hold harmless the DISTRICT against any and all liabilities, losses or claims resulting from the actual or alleged violations of any above referenced or related statutes, laws, administrative rules, or ordinances. The obligation shall include, without limitation, the burden and expense of defending all claims, suits and administrative proceedings, as well as paying any resulting damages.

12. EMPLOYEE LAW: The CONTRACTOR shall comply with all applicable laws, ordinances, governmental rules and regulations with respect to employees performing services under the Contract including, but not limited to, all applicable law pertaining to old age benefits, unemployment compensation, worker's compensation, leave provisions and health insurance and minimum wage and hour requirements.

The CONTRACTOR hereby indemnifies and agrees to reimburse, defend and hold harmless the DISTRICT against any and all liabilities, losses or claims resulting from the actual or alleged violations of any above referenced or related statutes, laws, administrative rules, or ordinances. The obligation shall include, without limitation, the burden and expense of defending all claims, suits and administrative proceedings, as well as paying any resulting damages.

13. **PROMPT PAYMENT:** In accordance with provisions of Oregon Revised Statutes (ORS) 279B.220, it is agreed that the CONTRACTOR shall make prompt payment, as due, to all persons supplying to the CONTRACTOR labor or material for the prosecution of the work provided for herein, pay all contributions or amounts due the State Industrial Accident Fund from the CONTRACTOR or SUBCONTRACTOR incurred in the performance of the Contract herein, not permit any lien or claims to be filed or prosecuted against the DISTRICT on account of any labor or material furnished, and to pay employees pursuant to ORS 316.167.

14. **FUNDING:** The parties recognize that revenue needed to fund this Contract must be approved by established budget procedures. The parties also recognize that the revenue received by the DISTRICT is sometimes affected by circumstances outside the control of the DISTRICT. This Contract, therefore, is entered into contingent upon the ability of the DISTRICT to fund this Contract. Should the DISTRICT experience an unexpected shortfall which would affect the DISTRICT's ability to fund this Contract the compensation for any partial periods shall be prorated based upon a daily basis consistent with the compensation terms of the Contract. If funding inadequacies require a reduction in payments, corresponding reductions in service shall be negotiated between the DISTRICT and the CONTRACTOR.

15. **ARBITRATION:** Any dispute or controversy arising from or relating to this Agreement shall be decided by arbitration in the State of Oregon by the Arbitration Service of Portland under its rules and guidelines.

16. **NOTICE:** Any notice or communication required or permitted to be given hereunder shall be in writing and served personally, delivered by courier or sent by United States certified mail, postage prepaid with return receipt requested, addressed to the other party as follows:

Exhibit C: Insurance Provisions

INSURANCE: CONTRACTOR shall purchase and maintain such insurance as will protect against claims, damages, losses and expenses arising out of or resulting from CONTRACTOR's performance or failure to perform the obligations of this Contract to the extent the DISTRICT is indemnified as above. Such insurance coverage shall name the DISTRICT as the additionally insured party and shall be for a minimum of the following amounts:

1. General Liability: Personal Injury & Property Damage: \$2,000,000
2. Automobile Liability: Owned & Non-owned \$1,000,000

CONTRACTOR shall provide and continuously maintain Workers Compensation insurance coverage as required by state law covering all of its employees employed in connection with custodial services it provides under this Contract.

CONTRACTOR shall provide Certificates of insurance and evidence of the insurance specified and required by this provision and shall include notice of cancellation to the District by any insurer not less than thirty (30) days prior to cancellation.