



## **Multnomah Education Service District Request for Proposals on Forklift/Heavy Equipment Personal Simulator**

Mailed, hand delivered, and/or email sealed proposals will be received by the Multnomah Education Service District (MESD) for furnishing **Forklift/Heavy Equipment Personal Simulator** as described in this Request for Proposals (RFP) until:

**10:00 a.m., Pacific Daylight Time  
Tuesday, April 29, 2025**

**Sealed physical proposals** may be hand delivered or mailed to:

**Multnomah Education Service District.  
ATTN: Christine Otto, Business Services Department  
11611 NE Ainsworth Circle  
Portland, OR 97220-9017**

**Email proposals** must be submitted in pdf form as a single zip document. The subject line for the email should read: **Forklift/Heavy Equipment Personal Simulator RFP Submission**. The single zip file should be sent to:

Christine Otto ([cotto@mesd.k12.or.us](mailto:cotto@mesd.k12.or.us))

Any submissions received after the deadline will not be accepted.

For questions or concerns about this RFP, contact Christine Otto at 503-257-1759, or [cotto@mesd.k12.or.us](mailto:cotto@mesd.k12.or.us).

All submitted proposals will be publicly opened at Multnomah Education Service District, 11611 NE Ainsworth Circle, Portland, OR 97220-9017 at 10am PDT on Tuesday, April 29, 2025, but because of the voluminous nature of the proposals, individual proposals will not be read aloud. All interested persons are invited to attend the proposal opening.

**Multnomah Education Service District**  
**Forklift/Heavy Equipment Personal Simulator**

---

**INSTRUCTION TO PROPOSERS**

**PROPOSALS, TO RECEIVE CONSIDERATION, MUST BE MADE IN ACCORDANCE WITH THE FOLLOWING INSTRUCTIONS, SPECIAL AND GENERAL TERMS AND CONDITIONS, AND SUCH PROPOSALS, AND ANY CONTRACTS RESULTING THEREFROM, SHALL BE SUBJECT TO ALL THE INSTRUCTIONS, TERMS AND CONDITIONS HEREOF:**

**Intergovernmental Permissive Cooperative Agreement**

At the discretion of the Awarded Contractor(s) and pursuant to ORS 279A and MESD procurement rules, other public agencies shall have the ability to purchase the awarded goods and services from the awarded Contractor(s), under terms and conditions of the resultant contract.

Any such purchases shall be between the Contractor and the participating public agency and shall not impact the Contractor's obligations to MESD. Any estimated purchase volumes listed herein do not include other public agencies and MESD makes no guarantee as to their participation.

**Part I: Background, Contract Requirements & Scope of Work**

**Background**

Multnomah Education Service District is a public agency providing education services through cooperative programs and initiatives to school districts and students primarily in Multnomah County, Oregon as well as direct educational services to youth in secure residential settings such as jails and juvenile detention facilities. In an effort to provide more robust and engaging educational services, MESD is expanding its career and technical education certification and training for youth in secure settings.

**Services Sought**

MESD is seeking proposals from individuals, firms, teams or consultants, hereafter called "Proposer(s)", who can supply heavy equipment and forklift simulator hardware and software that meets the specifications demonstrated in the "Scope of Work" below and proposes to engage the successful Proposer(s) for the services described in "Scope of Work" below.

**Contract**

As a result of the award of this RFP, MESD will enter into a contract (Contract) with the Successful Proposer(s).

**Period of Contract**

MESD desires to enter into a Contract with the Successful Proposer for no more than four (4) years.

**Conflict of Terms and Conditions**

In the event of a conflict between the terms and conditions listed in this RFP and the terms and conditions listed in the fully executed Contract, the terms and conditions of the executed Contract shall prevail.

# Multnomah Education Service District

## Forklift/Heavy Equipment Personal Simulator

---

### **Scope of Work**

The Provider will support the Client's efforts to provide career and technical education and certifications to youth in secure residential settings. Due to the nature of the secure space, all equipment including computer hardware and software must operate independently of an internet connection. Students may not access simulations through any online mechanism. Additionally due to physical space limitations, the simulators must be able to fit on a desktop table and be easily moveable as needed.

1. **Services** shall include:

1.1. A desktop simulator that provides the following features:

1.1.1. Heavy Equipment Controls Tests

1.1.2. Driving controls practice that includes:

1.1.2.1. From a variety of angles (e.g. forward, backward)

1.1.2.2. Ramp Driving

1.1.2.3. Loading docks loading and unloading and inclusive of multiple rows and stacking

1.1.2.4. Racking practice with variety of shelves and angles such as drive in and drive through

1.1.2.5. Oversized loads approaches, racks, and positions

1.1.2.6. Inside and outside simulations

1.1.3. Desktop simulation package must include:

1.1.3.1. A computer, monitor, all hardware and software

1.1.3.2. Control levers, wheels, and pedals

1.1.3.3. Installation brackets if required

1.2. Onsite installation of simulator unit by a trained and qualified staff. Note the site is a secure residential space in Portland, Oregon and may require background checks for installers.

1.3. A minimum of 4 hours of training for the staff using the simulator. Training may be in person or virtual.

1.4. Quality assurance checks of equipment and installation.

1.5. Ongoing technical support as needed.

**Multnomah Education Service District**  
**Forklift/Heavy Equipment Personal Simulator**

---

2. **Location** of services shall be as follows:

2.1. At a secure residential facility in Portland, Oregon

3. **Timeline** of services shall be as follows:

3.1. On site installation must occur before June 15, 2025.

3.2. All training must be provided by June 15, 2025.

4. Provider **expertise** shall include:

4.1. Demonstrated record of simulator being used in a comparable environment.

4.2. Demonstrated record of on-site installation by a trained and certified staff.

4.3. Ability to provide services on site in Portland, Oregon.

4.4. Ability to meet timelines

4.5. Appropriate liability insurance.

4.6. Appropriate warranty guarantees.

5. Cost of services:

5.1. Provider shall provide cost of services upfront, which includes a breakdown of how costs are calculated as well as what is included in the costs. All services in this scope must be included. These costs shall be provided and agreed to ahead of each phase, beginning with phase one.

## **Part II: Proposal Preparation and Submittal**

### **Pre-Submittal Meeting**

Proposal submission will not be contingent upon attending a pre-submittal meeting. No pre-submittal meeting will occur.

### **Organization of Response**

Proposals shall follow the format outlined in this RFP. MESD may reject as non-responsive at its sole discretion any Proposal or any part thereof that is incomplete, inadequate in its response, or departs in any substantive way from the required format. Proposal responses shall be organized in the following manner:

1. Cover Letter
2. Description of Proposer or Proposer's business
3. History of Proposer's relevant experience including a description of providing similar services to school districts or other public agencies, preferably in Oregon.
4. Details of how the Proposer will provide the services described in this RFP
5. An estimated timeline for completion of the proposed services, or Proposer's plan to comply with the timeline specified by MESD in the Scope of Work

**Multnomah Education Service District  
Forklift/Heavy Equipment Personal Simulator**

---

6. Company names, contact names and phone numbers of at least three clients who have utilized services/products of a similar nature. If possible, provide references that include school districts or other governmental organizations.
7. Proposed cost(s) for the services, including a cost-structure breakdown and a listing of expenses which will require reimbursement, and a listing of any other costs that the Proposer may charge MESD
8. A completed facsimile of the “Signature Form” found in this RFP or similar information in a comparable format indicating intent to be bound by the Proposal
9. Alternate or additional Contract terms and conditions, or a statement that the attached Contract is acceptable without modification

Email proposals must be submitted in pdf form as a single zip document. The subject line for the email should read: Heavy Equipment Simulator RFP Proposal Submission.

**Attachments**

Supporting materials may be attached to the Proposal, either by inclusion or by reference when such materials are publicly available.

**Part III: Proposal Evaluation**

**Evaluation Criteria and Scoring**

Each proposal will be evaluated and scored based upon the criteria and maximum scores listed below:

	<b>Criteria</b>	<b>Maximum Score</b>
A.	Cover Letter	3
B.	Experience with similar projects in school districts, preferably in Oregon	35
C.	Ability to complete work both on-site, and at a secure location	20
D.	Ability to meet timelines	7
D.	Proposed costs that include all elements of the scope of work.	10
E.	Appropriateness of proposed methodology in providing services	10
F.	References, preferably those from school districts	15
	<b>Total Points Available</b>	<b>100</b>

# Multnomah Education Service District

## Forklift/Heavy Equipment Personal Simulator

---

### **Proposal Review and Selection**

An evaluation review committee will be appointed to evaluate the proposals received. For the purpose of scoring proposals the committee members will evaluate each proposal in accordance with the criteria and point factors listed above. The evaluation committee may seek outside expertise, including but not limited to input from technical advisors to assist in evaluating proposals.

The successful Proposer shall be selected by the following process:

- An evaluation committee will be appointed to evaluate submitted proposals.
- The committee will score the written proposals based on the information submitted according to the evaluation criteria and point factors.
- A short list of Proposers, based on the highest scores, may be selected for oral interviews if deemed necessary. MESD reserves the right to increase or decrease the number of Proposers on the short list depending on the scoring and/or information in the proposals that may indicate MESD's need to further explore that information.
- If oral interviews are determined to be necessary, the scores from the written proposals will be considered preliminary. Final scores, based on the same evaluation criteria, will be determined following the interviews.

### **Award**

MESD shall indicate its intent to award a contract ("Resulting Agreement") to the highest-scored responsive and responsible Proposer. MESD reserves the right to make no award pursuant to this RFP process if making no award is in MESD's better interest.

### **Notice Of Intent-To-Award**

Pursuant to ORS 279B.135, MESD will post its Notice of Intent to Award seven days before the award of a public contract pursuant to this RFP. The notice will be publicly posted at <https://www.multnomahesd.org/rfp>

### **Final Award**

After expiration of the seven-day Intent-To-Award process period, and resolution of protests, MESD will proceed with final award and offer a contract to the Successful Proposer.

**Multnomah Education Service District**  
**Forklift/Heavy Equipment Personal Simulator**

---

**Part IV: General Terms and Conditions**

**Proposals**

Proposals shall be enclosed in an opaque, sealed envelope and delivered to the office at the address specified on the first page of this document. The outside of the envelope shall plainly identify the title of the proposal and the proposal number (if any). All proposals shall be clearly and distinctly typed or written with ink. No erasures are permitted. Mistakes shall be crossed out and corrections typewritten or written in ink adjacent thereto and initialed in ink by the party signing the proposal or an authorized representative. If MESD furnishes a proposal form in this document, all proposals shall be on the form or a facsimile of the form furnished by MESD, or they may be rejected by MESD. It shall be the proposer's responsibility to ensure that the proposal is delivered to the office identified on the first page of this document before the time and date set for proposal closing, and MESD will not be responsible for proposals delivered to any location other than the office specified on the first page of this document.

Alternatively proposals may also be submitted via email. Email proposals shall be clearly and distinctly typed or written with ink. No erasures are permitted. Mistakes shall be crossed out and corrections typewritten or written in ink adjacent thereto and initialed in ink by the party signing the proposal or an authorized representative. All email proposals must be submitted in pdf form as a single zip document. The subject line for the email should read: Heavy Equipment Simulator RFP Proposal Submission. The single zip file should be sent to: Christine Otto (cotto@mesd.k12.or.us).

**Facsimile (faxed) Proposals**

MESD will not accept faxed proposals or signatures.

**Late Proposals**

Proposals received in the department listed on this document's first page after the time and date set for proposal closing will be returned to the proposer unopened.

**Investigation**

The proposer shall make all investigations necessary to be informed regarding the item(s) and/or services to be furnished.

**Taxes**

Taxes, whether State or Federal, shall not be included in proposal prices. Our Employer Identification No. 93-6000829 indicates MESD's tax exemption status as a political subdivision.

**Prices**

The prices submitted shall be firm during the contract period. If unit prices are requested, they shall be shown for each unit on which there is a proposal. For discrepancies between unit prices and extended prices, unit prices shall prevail.

**Payment Terms**

All proposals shall be offered by the proposer and shall be interpreted by MESD as "Net." MESD has procedures in place and makes every effort to make prompt payment.

# Multnomah Education Service District

## Forklift/Heavy Equipment Personal Simulator

---

### **F. O. B.**

Prices proposed for any items to be delivered shall be based upon F.O.B. Destination (delivery at successful proposer's expense to the destination required in the RFP).

### **Acceptance of Proposal Specifications, Terms and Conditions**

The proposer acknowledges and accepts that the specifications, terms and conditions in this RFP and no others will control any contract awarded unless the proposer expressly states in the proposal, in whole or by reference, alternate terms or conditions which the proposer wishes MESD to consider. Any such alternate terms or conditions will constitute a variance and if material, may subject the Proposal to rejection. Any referenced alternate terms or conditions shall be attached to the Proposal.

### **Modifications**

Proposals, once submitted, may be modified in writing if the modification is received in the office indicated on the first page of this RFP prior to the time and date set for proposal closing. Any modifications shall be prepared on a company letterhead, signed by an authorized officer, and state that the new document supersedes or modifies the prior proposal. The envelope containing any modifications to a proposal shall be marked as follows:

- Proposal Modification
- Proposal Number
- Proposal Title

### **Withdrawals**

Proposals may be withdrawn by written notification on company letterhead, signed by an authorized person and received prior to the time and date set for proposal closing. Requests to withdraw proposals shall be marked as follows:

- Proposal Withdrawal
- Proposal Number
- Proposal Title

### **Protest and Judicial Review**

The information in this section applies to each of the below potential causes of protest and judicial review. All administrative processes shall be exhausted prior to seeking judicial review. Any reference to "days" shall mean "calendar days" unless otherwise stated. "Delivered" shall mean that the protest shall be received by MESD's server for email or, for letter, shall be received in the office of the Business Manager. Any protest that is Delivered within the required timeline shall be processed for a response. Any protest that is Delivered after the required timeline shall be deemed to be late and no further consideration of a protest will be allowed. Any Written protest shall be in the required format, contain the required information, and shall be presented in writing to:

**Email:** [accounting@mesd.k12.or.us](mailto:accounting@mesd.k12.or.us) with the Subject line to read "Protest"

**Letter:** shall be on company letterhead and addressed to:

*Purchasing-Proposal Coordinator  
Protest  
Multnomah Education Service District  
11611 NE Ainsworth Circle*



**Multnomah Education Service District**  
**Forklift/Heavy Equipment Personal Simulator**

---

*Portland OR 97220*

Any allowable suit or writ of review shall be properly filed in the Multnomah County (Oregon) Circuit Court.

**Protest and Judicial Review of Solicitations**

The following procedures and requirements apply to any prospective Proposer's protest of the Procurement process or the Solicitation Document of this RFP in accordance with Oregon Revised Statutes Chapter 279B.405 and MESD's Local Rules.

**Administrative Review:**

- A. A Written Protest of the Solicitation shall be Delivered to MESD not less than 10 days prior to the Closing date for the RFP, and shall contain the following information:
  - a. The name and contact information of the prospective Proposer who is protesting,
  - b. The number and title of the ITB or RFP that is the subject of the protest,
  - c. The grounds that demonstrate how the procurement process is contrary to law or how the solicitation document is unnecessarily restrictive, is legally flawed or improperly specifies a brand name,
  - d. Evidence or supporting documentation that supports the grounds on which the protest is based,
  - e. The relief sought, and
  - f. A statement of the desired changes to the Procurement process or the Solicitation Document that the prospective Proposer believes will remedy the conditions upon which the prospective Proposer based its protest.
  
- B. MESD shall consider a Protest of the Solicitation if it is filed with MESD in a timely manner and in the proper format. MESD will issue a Written decision on such protest no less than three business days before bids, proposals or offers are due unless a written determination for a shorter timeline is made by MESD or unless MESD makes a determination to extend the Closing time to further consider the protest.

**Judicial Review:**

- A. A prospective Proposer may not challenge the contract on grounds under these statutes and rules in any further legal or administrative proceeding who fails to timely file a Protest of the Solicitation as outlined above.

**Multnomah Education Service District**  
**Forklift/Heavy Equipment Personal Simulator**

---

- B. A decision of MESD on a Protest of the Solicitation is subject to judicial review only if the suit or writ of review is filed before the Closing of bids, proposals or offers.

**Protest and Judicial Review of Contract Award**

The following procedures and requirements apply to any Proposer protest of the Award of a Contract, or the Intent to Award a Contract, whichever occurs first, in accordance with Oregon Revised Statutes Chapter 279B.410 and Chapter 279B.415 and MESD's Rules.

**Administrative Review:**

- A. A Proposer may protest the Contract Award if:
- a. The Proposer is adversely affected because the Proposer would be eligible to be awarded the Contract in the event that the protest were successful, and
  - b. The reason for the protest is that:
    - i. All lower bids or higher ranked proposals are non-responsive,
    - ii. MESD has failed to conduct the evaluation of the proposals in accordance with the criteria or processes described in the Solicitation materials,
    - iii. MESD has abused its discretion in rejecting the protestor's bid or proposal as nonresponsive, or
    - iv. MESD's evaluation of bids or proposals or the subsequent determination of award is otherwise in violation Oregon Revised Statutes Chapters 279A or 279B.
- B. A Written protest of the Contract Award shall be Delivered to the Proposal Coordinator within seven days after issuance of the Notice of Intent to Award the Contract, and shall contain the following information:
- a. The name and contact information of the Proposer who is protesting,
  - b. The grounds of the protest in accordance with the above sub-section A.
- C. MESD shall consider a protest of the Contract Award if it is filed with MESD in a timely manner and in the proper format. MESD will issue a Written response on such protest no less than three business days prior to the Award of the Contract. After MESD issues the Written response, the Proposer may seek judicial review in the manner provided below.

**Multnomah Education Service District**  
**Forklift/Heavy Equipment Personal Simulator**

---

**Judicial Review:**

- A. A Proposer who has exhausted the Administrative Review process may seek judicial review of the Contract Award decision of MESD.
- B. Such a complainant shall file a complaint with the court before the execution of the Contract that is the subject of the protest.
- C. In the complaint, the complainant shall state the nature of the complainant's interest, the facts showing how the complainant is adversely affected or aggrieved by MESD's decision, and the basis upon which the decision should be reversed or remanded. The complainant shall join as parties all Proposers that would be in line for an award of the contract ahead of the complainant. If injunctive relief is sought, the court may require the person seeking a stay to post a bond in an amount sufficient to protect MESD and the public from costs associated with delay in execution of the contract.

**Judicial Review of Other Violations**

- A. Any violation of ORS chapter 279A by MESD for which no judicial remedy is otherwise provided by ORS chapter 279A, 279B or 279C is subject to judicial review only as provided in this section.
- B. Any violation of ORS chapter 279B, except ORS 279B.270, 279B.275, 279B.280 and 279B.400 to 279B.425, by MESD for which no judicial remedy is otherwise provided by this chapter or ORS chapter 279A is subject to judicial review only as provided in this section.
- C. Judicial review is available under this section only if:
  - a. A public contract is about to be awarded or has been awarded;
  - b. An alleged violation of ORS chapter 279B or ORS chapter 279A, except ORS 279B.270, 279B.275, 279B.280 and 279B.400 to 279B.425, occurred in the procurement process for the public contract and that violation resulted in or will result in the unlawful award of a contract or the unlawful failure to award the contract;
  - c. The alleged violation deprived the person seeking judicial review of the award of the contract or deprived the person of the opportunity to compete for the award of the contract;
  - d. The person seeking judicial review would have been qualified to receive the award of the contract under ORS 279B.110;
  - e. The person seeking judicial review gave written notice describing the alleged violation to MESD no later than 10 days after the date on which the alleged violation occurred and in no event more than 10 days after the date of execution of the contract;

**Multnomah Education Service District**  
**Forklift/Heavy Equipment Personal Simulator**

---

- f. The person seeking judicial review has exhausted all administrative remedies provided by MESD; and
  - i. In the case of an alleged violation of ORS chapter 279A, the alleged violation is one for which no judicial review is provided by any other section of ORS chapter 279A, 279B or 279C; or
  - ii. In the case of an alleged violation of ORS chapter 279B, except ORS 279B.270, 279B.275, 279B.280 and 279B.400 to 279B.425, the alleged violation is one for which no judicial review is provided by any other section of this chapter or ORS chapter 279A.
  
- D. An alleged violation committed by MESD is reviewable through a writ of review under ORS chapter 34 by the Multnomah County Circuit Court.

**Addenda to RFP Documents**

Changes to RFP documents by MESD shall be accomplished by addenda. The proposer shall acknowledge receipt of all addenda issued, either with the proposal, or separately, in writing, prior to the time and date set for proposal closing. Addenda shall be sent within a reasonable time to allow prospective proposers to consider them in preparing their proposals.

ORAL INSTRUCTIONS OR INFORMATION CONCERNING THE RFP OR THE PROJECT GIVEN OUT BY OFFICERS, EMPLOYEES OR AGENTS OF MESD TO PROSPECTIVE PROPOSERS SHALL NOT BIND MESD AND SHALL NOT BE RELIED UPON.

**Cost of Proposal Preparation**

The RFP does not commit MESD to pay any costs incurred by any proposer in the submission of a proposal or in making necessary studies or designs for the preparation thereof, or for procuring or contracting for the item(s) or services to be furnished under the RFP.

**Latest Model**

Parts and materials shall be of latest model and of current date. This provision excludes surplus, remanufactured and used products.

**"Or Equal" Clause**

In order to establish a basis of quality, certain processes, types of machinery or equipment, or kinds of materials may be specified on the specifications, either by description of process, or by designating a manufacturer by name and referring to its brand or product designation, or by specifying a kind of material. It is not the intent of these specifications to exclude other processes, machinery, equipment, or materials of equal value, utility or merit. Therefore, it shall be understood that the words, "or equal" follow such name, designation or description, whether, in fact, they do so or not.

**Product Description**

On any product which is proposed, identify the manufacturer's name and complete product number such as "Johnson & Johnson #5288". Do not say "Johnson & Johnson" or "as specified". The

# Multnomah Education Service District

## Forklift/Heavy Equipment Personal Simulator

---

proposal on any product, which is not clearly identified by manufacturer's name and complete product number or has an incorrect product number, may be rejected.

### **Sample**

Do not submit a sample of any item proposed unless specifically requested by MESD. Any unrequested sample that is submitted will be considered a gift, and will be used or disposed of at the discretion of MESD.

### **Patents and Copyrights**

The successful proposer agrees to protect, defend, and hold harmless MESD against any demand for payment for wrongful or unauthorized use of any patented or copyrighted material, process, article or device that may enter into manufacture, construction or form a part of the work covered by the contract.

### **Special Conditions**

Where special conditions are written in the specifications, the special conditions shall supersede any conditions which are listed under these "General Terms and Conditions."

### **Permits and Licenses**

The successful proposer shall obtain and shall include in his proposal the cost for all permits and licenses which may be required to perform the contract.

### **Quantities**

MESD does not bind itself to purchase the full quantities provided in the RFP as estimates. If quantities are shown, they are estimates, are not exact, and are given for the purpose of comparing proposals upon a uniform basis. Payment will only be made for quantities actually ordered, delivered and accepted, whether greater or less than the stated, estimated amounts.

### **Hazardous Chemicals**

If the successful proposer will be providing any substances considered as "hazardous materials", then the successful proposer shall supply current Safety Data Sheets (SDS) for all products as required below even if these sheets have been supplied in previous years. MESD will accept such SDS in the following formats with preference by the order listed:

1. In "PDF" (Adobe Acrobat file) format, e-mailed to [facilities@mesd.k12.or.us](mailto:facilities@mesd.k12.or.us).
2. In an electronic format which can be downloaded from your (or a manufacturer's) website. If this option is chosen, the successful proposer shall contact MESD Facilities at [facilities@mesd.k12.or.us](mailto:facilities@mesd.k12.or.us) (phone: 503-257-1785) to indicate the website address.
3. In a hard-copy (paper) format which can be mailed or faxed to Multnomah Education Service District, Facilities Services, 11611 NE Ainsworth Circle, Portland, OR 97220 (fax number 503-257-1517).

MESD will need SDS and labels for certain products defined as hazardous chemicals by the State of Oregon. The successful proposer has the responsibility to determine such products and to provide SDS and labels for such products. The SDS shall be received by MESD by or at the time of the initial shipment of such products.

These requirements have been determined by the State of Oregon Workers Compensation Department, and published as Oregon Administrative Rules 437, Division 155, HAZARD

**Multnomah Education Service District**  
**Forklift/Heavy Equipment Personal Simulator**

---

COMMUNICATION, which is included herein and is hereby made part of these General Terms and Conditions by reference. This document is available from:

*Hazard Communication Coordinator  
Accident Prevention Division  
State of Oregon  
Room #204 Labor and Industries Building  
Salem OR 97310  
Phone: (503) 378-3272*

or from any local Accident Prevention Division office.

**Proposal Signature**

The proposal signature sheet of these specifications shall be signed with ink as follows or the proposal will be rejected:

1. In the case of an individual proposer, by such individual proposer.
2. In the case of a partnership, the name of the partnership shall be stated followed by the signature of at least one partner on behalf of the partnership. In addition to such signature, the names of all partners shall be stated on such proposal signature sheet.
3. In the case of a corporation, the corporate name shall be stated followed by the state of incorporation, the signature of an officer authorized to bind the corporation to a contract, as well as the name and mailing address of the local representative.

**Resident/Non-Resident Proposer**

In determining the lowest responsible proposer, MESD will, for the purpose of awarding the contract, add a percent increase on the proposal of a non-resident proposer equal to the percent, if any, of the preference given to that proposer in the state in which the proposer resides. The proposer shall provide the resident/non-resident proposer information on the proposal page or the proposal will be rejected as non-responsive.

**"Foreign" Contractor**

A foreign contractor is a proposer who is not domiciled in or registered to do business in the state of Oregon. Each proposer should certify on the proposal page, at the provided location, whether or not the proposer is a foreign contractor. If a contract which is in excess of \$10,000.00 is awarded to a proposer who is a foreign contractor, such proposer shall promptly submit to the Oregon Department of Revenue information which the Department may require. Final payment on the contract shall not be made by MESD until MESD satisfies itself that such information was submitted to the Department.

The form to be submitted to the Department may be obtained by:

*Telephone (503) 378-4988 (Tax Help Section), or  
:*

*Writing: Oregon Department of Revenue  
955 Center Street, NE  
Salem, OR 97310*

# Multnomah Education Service District

## Forklift/Heavy Equipment Personal Simulator

---

### **Delayed Proposal Closing Time/Proposal Opening**

The time and date set for the proposal closing and proposal opening will advance to the same time on MESD's next business day in the event that weather or other contingency causes MESD to be officially closed at the time and date set for the proposal closing and proposal opening.

### **Length of Offer**

All proposals shall be irrevocable for at least sixty (60) calendar days after the proposal opening date and time.

### **Right to Reject Proposals**

MESD may reject any proposal not in compliance with all prescribed public proposal procedures and requirements, including its own rules, specifications and conditions, and may reject for good cause any or all proposals upon a finding of MESD it is in the public interest to do so.

### **Right to Waive Irregularities**

MESD reserves the right to waive any irregularity not affecting substantial rights.

### **Modification of Proposal After Award**

An offer to modify the proposal which is received from the successful proposal after award of contract which makes the terms of the proposal more favorable or advantageous to MESD will be considered, and may thereafter be accepted. To be effective, every modification shall be made in writing on company letterhead, signed by an authorized officer.

### **Contract**

All specifications, terms and conditions contained in the RFP shall be incorporated by reference and made a part of a contract awarded to the Successful Proposer.

### **Law of the State of Oregon**

Any contract between MESD and a proposer shall be entered into within the State of Oregon, and the laws of said state, whether substantive or procedural, shall apply to the contract. In addition, the contract shall be subject to the policies and rules adopted by MESD's Board of Directors and Local Contract Review Board.

### **Failure to Execute Contract**

Failure on the part of the proposer to whom the contract is awarded to execute the contract and to deliver the contract and any required performance bond shall be just cause for cancellation of the award, withdrawal of the contract and forfeiture of any required bid or proposal surety. The forfeited bid or proposal surety shall become the property of MESD, not as penalty, but in liquidation of damages sustained. Award may then be made to the next lowest responsive and responsible proposer, or otherwise, as MESD in its discretion may decide.

### **Notice of Assignment**

There can be no assignment or transfer of any interest in any contract between MESD and a proposer without the prior written approval of MESD.

# **Multnomah Education Service District**

## **Forklift/Heavy Equipment Personal Simulator**

---

### **Subcontracting**

The successful proposer shall neither subcontract with others for any of the work required in the contract awarded, nor assign any of the proposer's rights acquired resulting from such contract without obtaining prior written consent of MESD. MESD, by the award of a contract, incurs no liability to third persons for payment of any compensation provided in the contract to the proposer. Any attempted assignment of the rights under the contract without the written consent of MESD shall be void. Nothing contained herein shall be construed to entitle any other party to be a third party beneficiary of the contract.

### **Payments by Successful Proposer**

The successful proposer shall:

1. Make payment promptly, as due, to all persons supplying to such proposer labor and material for the prosecution of the work provided for in the contract with MESD.

If the proposer fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the proposer or a subcontractor by any person in connection with the contract as such claim becomes due, MESD may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due, or to become due, the proposer by reason of such contract. The payment of a claim in the manner described shall not relieve the proposer or the proposer's surety from obligation with respect to any unpaid claims.

2. Pay all contributions or amounts due the Industrial Accident Fund from such proposer incurred in the performance of the contract.
3. Not permit any lien or claim to be filed or prosecution against MESD on account of any labor or material furnished.
4. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
5. Promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such proposer, of all sums which the proposer agrees to pay for such services and all moneys and sums which the proposer collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

### **Packing List**

A packing list shall be enclosed with each shipment and shall indicate the contents of the shipment by ordered item and shall include the order number of MESD.

### **Invoices**

Invoices shall be submitted in duplicate (one copy to be marked "original") and shall contain the following information: Purchase order number (if any), item numbers, description of supplies or service by item, quantities, unit prices and extended totals. Invoices shall also state the unit or



**Multnomah Education Service District**  
**Forklift/Heavy Equipment Personal Simulator**

---

program (department) to which the merchandise was shipped. Bill to: Multnomah Education Service District, 11611 NE Ainsworth Circle (PO Box 301039, 97294-9039), Portland, Oregon 97220-9017.

**Discrimination**

The proposer agrees not to discriminate against any client, employee or applicant for employment or for services because of race, religion, color, national origin, sex or age with regard to, but not limited to the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, and rendition of services.

**Hours of Labor**

No person shall be employed for more than eight hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases the laborer shall be paid at least time and a half pay for all overtime in excess of eight hours a day and for work performed on Saturday and on any legal holiday specified in ORS 279.334.

**Hold Harmless**

The successful proposer shall indemnify, hold harmless, and defend MESD from any and all liabilities, settlements, losses, penalties, costs, expenses, attorney fees (including attorney fees on appeal) in connection with any action, suit or claim based upon or allegedly based upon, resulting from or allegedly resulting from the successful proposer's negligence, omissions, activities or services provided pursuant to a contract awarded to such proposer.

**Failure to Perform**

In the event that the successful proposer fails to perform under a contract awarded, the successful proposer shall be liable for all costs and damages incurred by MESD in procuring and obtaining any similar equipment, article, material or service from other providers, and the contract awarded to the successful proposer shall be in full force to the extent not terminated. MESD reserves the right to terminate a contract awarded due to the successful proposer's failure to perform. Termination by MESD shall not affect any right, obligation or liability of the successful proposer which accrued before such termination. In addition to the right to terminate due to the successful proposer's failure to perform, MESD reserves all its rights and remedies at law and in equity available due to the failure to perform.

**Severability**

The parties agree that if any term or provision of a resultant 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 not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

**Waiver**

The failure of MESD to enforce any provision of a resultant contract shall not constitute a waiver by MESD of that or any other provision.

**Force Majeure**

Neither MESD nor Successful Proposer shall be responsible for delay, default, or termination of contract caused by any contingency beyond their control, including, but not limited to war or insurrection (whether declared or not); plague, epidemic, pandemic, outbreaks of infectious disease

**Multnomah Education Service District**  
**Forklift/Heavy Equipment Personal Simulator**

---

or any other public health crisis, including, but not limited to quarantine or other restrictions as directed by state or federal government; compliance with any law or governmental order, rule, regulation or direction; strikes or lockouts by the Parties' own employees; walkouts by the Parties' own employees; fires; natural calamities; riots; or requirements of governmental agencies.

**Breach of Contract**

In the event that the successful proposer breaches a term or condition of a contract awarded, MESD may terminate the contract. In addition to the right to terminate due to the successful proposer's breach, and all other rights and remedies contained in other provisions, MESD reserves all its rights and remedies at law and in equity available due to the breach, including but not limited to the recovery from the successful proposer of any damages, costs, expenses and attorney fees (including attorney fees on appeal) arising out, or as a result, of the breach.

In the event that MESD breaches a term or condition of a contract awarded, the successful proposer's remedy shall be limited to termination of the contract and receipt of payment by MESD for any equipment, article, material or service provided by the successful proposer pursuant to the contract prior to the termination date.

**Multnomah Education Service District  
Forklift/Heavy Equipment Personal Simulator**

**Proposal Signature Form**

*Your Proposal shall contain a completed facsimile of this "Signature Form" or similar information in a comparable format indicating intent to be bound by the Proposal.*

<p><b>Proposer's Information:</b> (Who should MESD contact if there are questions about this proposal?)</p>	Company Name:	
	Your Name:	
	Address:	
	City, State, Zip:	
	Phone:	Fax:
	eMail:	
Business Type:	<i>Check One:</i> <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation**	
	Name of Partnership or Corporation:	
	**If Corporation, list the State of Incorporation:	
Signature:		Date:

<p><b>Proposer's Daily Contact:</b> (If you are awarded a contract, who would MESD contact for daily activities pursuant to the Contract?)</p>	Name(s):	
	Phone:	Fax:
	eMail:	

<p><b>Proposer's Contract Administrator:</b> (If you are awarded a contract, who would MESD contact for questions or concerns regarding the administration of the Contract?)</p>	Name(s):	
	Phone:	Fax:
	Email:	