



REQUEST FOR PROPOSAL

PROPANE AND RELATED ITEMS

**PROPOSALS DUE OCTOBER 16, 2019, 2:00PM LOCAL TIME
AT THE BEND-LA PINE SCHOOLS EDUCATION CENTER
RECEPTION DESK
520 NW WALL ST
BEND, OR 97703**

PROCUREMENT & CONTRACT MANAGER

**AMY CORONADO
541-355-1137**

SOLICITATION NO: 19-1016-01

BEND-LA PINE SCHOOLS
REQUEST FOR PROPOSAL
PROPANE AND RELATED ITEMS
RFP 19-1016-01

GENERAL INFORMATION

Bend-La Pine Schools (the District), is submitting a Request for Proposal (RFP) for competitive proposals for Propane and Related Items. Vendors who believe their solution meets the enclosed requirements, specifications and timelines are invited to submit a proposal as specified herein.

Proposal Submission

Each proposer shall submit a minimum of one (1) unbound reproducible original and five (5) copies of their proposals. Proposers shall provide one (1) electronic copy, preferably on a thumb drive, as well. Sealed proposals must be received by Amy Coronado, Procurement and Contract Manager, at the Bend-La Pine Schools Education Center, Reception Desk, 520 NW Wall Street, Bend, Oregon, 97703, no later than:

OCTOBER 16, 2019 at 2:00 PM Local Time

At which time and place acceptance of proposals will be closed, and all proposals then received will be opened but not read. Proposals delivered after the deadline or delivered electronically will not be accepted. Proposals submitted will remain confidential in nature until a notice of intent to award has been issued by the District.

Calendar of Events

Proposed Timetable

Event	Deadline/Date
Issue Request For Proposals	September 16, 2019
Proposer's written questions and requests received by	September 27, 2019
Release of Amendment to RFP, if appropriate	October 1, 2019
Proposals DUE	October 16, 2019
Interviews or presentations, weeks of:	October 23, 2019
Intent to Award by	October 30, 2019
Contracts signed by	November 6, 2019

We will make every effort to administer the proposal process in accordance with the Calendar of Events. However, we reserve the right to modify the proposal process and dates.

**BEND-LA PINE SCHOOLS
PROPANE AND RELATED ITEMS
RFP 19-1016-01**

Bend-La Pine Schools is requesting proposals from qualified vendors to provide Propane and Related Items for the District. Vendors who believe their product and service meets the enclosed requirements, specifications and timelines are invited to submit a proposal as specified herein.

Offers must be received by Amy Coronado at Bend-La Pine Schools Education Center Reception Desk, located at 520 NW Wall Street, Bend, OR 97703, no later than:

OCTOBER 16, 2019 at 2:00 PM Local Time

Method of Award: The District intends to award one contract to the top successful firm.

Proposers shall submit their offers on the attachments provided in accordance with the instructions provided herein. All forms shall be completed and signed by a person authorized to bind the Proposer.

Questions and comments regarding this Request for Proposal, its terms and conditions shall be directed to Amy Coronado at (541) 355-1137 or by email amy.coronado@bend.k12.or.us. Please include in the subject line *RFP: 19-1016-01*

Please review the enclosed documents carefully.

Sincerely,

Amy Coronado
Procurement and Contract Manager
BEND-LA PINE SCHOOLS

SECTION I
INSTRUCTION TO PROPOSERS
RFP 19-1016-01

1. **INTRODUCTION:** These instructions outline the offer submission procedures, evaluation of offers, and the award of a contract. The term “District” refers to the Bend-La Pine Schools. The term “Proposer” or “Bidder” refers to any entity submitting an offer in response to this solicitation. The term “Vendor” refers to any Proposer(s) or Bidder(s) awarded a contract.
2. **SOLICITATION REVIEW:** Proposers must carefully review this document and are responsible for knowing and understanding the terms and conditions included in or applicable to, this document. Unless defects, ambiguities, omissions or errors are brought to the District’s attention in advance of the date the proposal is due, protests or appeals based on such defects, ambiguities, omissions, or errors will not be favorably considered.
3. **CHANGE, CLARIFICATION, OR PROTEST:** Proposers may request changes or clarification to, or protest the contract terms and conditions and/or the specifications of the RFP. Proposer’s comments must be made in writing and received by the District at least ten (10) days prior to the RFP due date to allow enough time for issuance of an addendum, if required. Such comments shall include:
 - A. A detailed statement of the legal and factual grounds for the change, clarification, or protest; and
 - B. A description of the resulting prejudice to the Proposer; and
 - C. A statement of the form of relief requested or any proposed changes to the contract terms and conditions or specifications.

All proposals are to remain valid for one hundred twenty (120) days from the due date. All envelopes containing requests or protests must be clearly marked to facilitate handling. The District shall not consider a Proposer’s request for change or protest after the RFP due date and time. The District shall provide notice to the applicable Proposer if it entirely rejects the request or protest. If the District agrees with the Proposer’s request or protest, in whole or in part, the District shall issue an addendum reflecting its determination.

4. **ADDENDA:** Changes or additions to RFP documents shall be accomplished by written addenda. Addenda shall be issued prior to the RFP due date to allow Proposers sufficient time to consider the changes or additions in preparing their offers. **The Proposer shall acknowledge receipt of all addenda by printing, signing and including with the proposal all addenda pertaining to this RFP issued on the District Contracting webpage.** At its discretion, the District may extend the RFP due date and time to allow Proposers time to analyze and adjust to any changes. The District shall notify Proposers of any such changes to the due date and time in the addenda. Proposers are responsible to make inquiry as to any addenda issued. <https://www.bend.k12.or.us/district/organization/contracting>
5. **MODIFICATION OR WITHDRAWAL:** Proposers may modify or withdraw their submitted proposals only prior to the RFP due date and time. Any modification or withdrawal shall be made in writing, prepared on the Proposer’s letterhead, signed by an authorized representative of the Proposer, and shall state the action requested (e.g., the modified offer supersedes the prior offer; the submitted offer is withdrawn). Modifications or withdrawals must be submitted in an appropriately marked, sealed envelope to the appropriate, responsible person designated to receive offers.

6. **SUBMITTING PROPOSALS:** Proposers are solely responsible for delivering offers in the designated manner to the designated delivery point prior to the RFP due date and time. Proposers must submit one (1) original unbound copy, five (5) copies, and a flash drive of the proposal.
- A. To ensure proper identification and handling, offers shall be submitted in a sealed, appropriately addressed envelope marked with the RFP name in large block letters and numbers on the lower left quadrant. In addition, the name and address of the Proposer must appear on the outside of the sealed envelope.
 - B. Offers shall be mailed or delivered to the Bend-La Pine Schools, Amy Coronado, 520 NW Wall Street, Reception Desk, Bend, OR 97703, between the hours of 7:30 a.m. to 4:00 p.m., Monday through Friday prior to the proposal due date.
 - C. Facsimile or electronic offers will not be accepted.
 - D. Properly marked envelopes will not be opened until the RFP due date and time.
 - E. The District shall not be responsible for the premature opening or failure to open an offer that is not properly addressed and identified.
7. **MINIMAL SUBMITTAL REQUIREMENTS:** See Section IV Proposal Submittal Procedures for minimal submittal requirements.
8. **RECEIVING OFFERS:**
- A. Each offer will be electronically or mechanically time-stamped or marked by hand the date and time it was received. Offers shall be held unopened and stored in a secure place until the RFP due date and time. The District shall not be responsible for the premature opening or failure to open an offer that is not properly addressed and/or identified. If offers are opened inadvertently or are opened prior to the RFP due date and time due to improper marking and identification by the Proposer, the opened offer will be resealed and stored.
 - B. Failure to submit proposals in the specified format shall be considered just cause for rejection of the proposal at the sole discretion of the District.
 - C. When the proposal due date and time has passed, the District will cause the proposals to be opened and recorded. The number of proposals received, the identity of Proposers, or the contents of a proposal will not be disclosed to the public until all proposals are evaluated and recommendation for award has been determined.
9. **LATE PROPOSALS:** Proposals received after the specified due date and time shall not be considered and shall be held unopened by the District until after the award of the contract. The District shall make no concessions regarding postal service or any other form of conveyance of the offer document even when timely delivery of the offer fails through no fault of the Proposer. The District reserves the right, at its discretion, to consider offers that have been delayed or mishandled by the District.
10. **OFFER ACCEPTANCE:**
- A. By signing and returning a Proposal, the Proposer acknowledges it has read and understands the terms and conditions contained in the RFP and Proposal Document and that it accepts and agrees to be bound by the terms and conditions of the RFP and Proposal Document.
 - B. A Proposer's offer shall be firm, irrevocable, valid and binding on the Proposer for not less than 120 days from the Proposal due date and time unless otherwise specified. The District may request either orally or in writing that a Proposer extend the time for acceptance.
11. **CANCELLATION/REJECTION OF OFFERS:** The District may cancel the solicitation if such cancellation is in the best interest of the District. The District may reject for good cause any offer:
- A. That is not in compliance with prescribed RFP procedures and requirements; or
 - B. Upon the District's written determination, it is in the public interest to do so; or

- C. If the Proposer is not responsible, e.g., the Proposer has failed to perform under some other contract of a similar nature with the District; or
- D. If the offer is not signed in ink; or
- E. When the Proposer fails to supply an offer security or performance bonds, specifications, samples, descriptive literature, references, etc., when such is required or requested; or
- F. When the Proposer fails to include acknowledgement of all addenda issued; or
- G. When the offer contains an alteration or erasure, which is not initialed by the signer.

12. MISTAKES BY PROPOSER: The District has the authority to waive any and all minor deviations, informalities or inadvertent nonjudgmental mistakes on any offer. Such mistakes must be a matter of form, rather than substance, that is clearly evident regarding the offer or an insignificant mistake that can be waived or corrected promptly without prejudice to other Proposers or the District. Errors in judgment made in an offer by a Proposer shall not be waived.

13. RESPONSIVE/RESPONSIBLE PROPOSER: A responsive proposal is one that conforms in all-material respects to the RFP. The District reserves the right to waive technicalities or minor informalities in determining a Proposer's responsiveness. A responsible Proposer is a person or firm that has the capability in all respects to perform fully the contract requirements, as well as the tenacity, perseverance, expertise, integrity, reliability, capacity, facilities, equipment, staff, and credit that will assure good faith performance.

14. CLARIFICATION OF RESPONSES: District reserves the right to request clarification of any item in a firm's proposal or to request additional information necessary to properly evaluate a particular proposal. All requests for clarification and responses shall be in writing. Except for requests and responses related to a clarification necessary to evaluate whether a proposal has met minimum requirements, all requests for clarification and responses shall be provided to each evaluation committee member.

15. REFERENCES: References are required as part of the response to this solicitation. Please refer to Section IV for required references to be provided with proposal submissions. Failure to provide references as specified shall be grounds for rejection of proposal.

District reserves the right to investigate references including customers other than those listed in proposer's submission. Investigation may include past performance of any proposer with contractual obligations, its completion or delivery of a project on schedule, and its lawful payment of employees and workers.

16. PUBLICITY: News releases pertaining to this project will not be made without prior approval by, and in coordination with the Communications Director of the District.

17. COLLUSION: A Proposer submitting a Proposal hereby certifies that no officer, agent or employee of District has a pecuniary interest in this Proposal; that the Proposal is made in good faith without fraud, collusion or connection of any kind with any other Proposer and that the Proposer is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.

18. RECYCLED MATERIALS AND SUSTAINABLE PRODUCTS AND PROCESSES:

A. USE OF RECYCLED MATERIALS

Contractor shall use recycled and recyclable products to the maximum extent economically feasible during the performance of the Contract.

B. PREFERENCE FOR RECYCLED MATERIALS

As required by Law, the District shall prefer materials or supplies manufactured from recycled materials if the recycled product is available, and it meets the requirements set forth in the Specifications.

C. SUSTAINABLE PRACTICES AND PRODUCTS

The District supports and encourages the use of sustainable products by the Contractor. To contribute to a clean environment for present and future generations, Contractor shall utilize sustainable products to the maximum extent feasible during the performance of this Contract. Products and practices utilized by the Contractor shall be based upon long-term environmental impact, social costs, and operational costs.

19. **CONFIDENTIALITY:** 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. Examples of exemptions that could be relevant include trade secrets (ORS 192.501 (2)) and computer programs (ORS 192.501(15)). 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.

All pages containing the records exempt from disclosure shall be marked “confidential” and segregated in the following manner:

- A. It shall be clearly marked in bulk and on each page of the confidential document.
- B. It shall be kept separate from the other RFP documents in a separate envelope or package.
- C. Where this specification conflicts with other formatting and response instruction specifications, this specification shall prevail.
- D. Where such conflict (in C. above) occurs, the proposer is instructed to respond with the following: “Refer to confidential information enclosed.”
- E. This statement (in D. above) shall be inserted in the place where the requested information was to have been placed.

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 RFP cannot be marked confidential, nor, shall any pricing. Should an RFP be submitted in this manner, no portion of it can be held as confidential unless that portion is segregated in the above manner and meets the above criteria.***

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’s 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.

20. METHOD OF AWARD:

- A. The contents of the proposal of the successful Proposer(s) will become contractual obligations if an award is made. Failure of the successful Proposer to accept any contractual obligations may result in cancellation of the award.
- B. A contract and/or licensing agreement shall be awarded to the responsible Proposer that submits the most responsive proposal, which meets and complies with all solicitation requirements as determined by the evaluation factors, provided that the proposal is reasonable and it is in the best interest of the District to accept it.
- C. A Notice of Intent to Award (NIA) will be published after the evaluation process is complete. Public notice of award will be made by posting the NIA on the District's website.

21. PROPOSER PREFERENCE: In determining the lowest responsible Proposer, the District shall, for the purpose of awarding the contract, add a percent increase on the offer 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. Each Proposer must identify whether the Proposer is a "Resident Bidder" as defined in ORS 279A.120(1).

22. EVALUATION AND AWARD:

- A. Evaluation.
 - 1. The District shall review offers to determine whether an offer is responsive and/or a Proposer is responsible. The District will award a contract only to a responsible Proposer with a responsive offer.
 - 2. Responsible proposers whose proposal the contracting agency determines in writing is the most advantageous to the contracting agency based on the evaluation process and evaluation factors described in the request for proposals, applicable preferences described in ORS 279A.120 and 279A.125 and, when applicable, the outcome of any negotiations authorized by the request for proposals.
 - 3. Unless expressly authorized, Proposers shall not make their offer contingent upon the District's acceptance of any specifications of contract terms that conflict with or are in addition to those in this Proposal.
 - 4. Per ORS 279B.060 (8) (a-h), (9):
 - (8) For purposes of evaluation, when provided for in the request for proposals, the contracting agency may employ methods of contractor selection that include, but are not limited to:
 - (a) An award or awards based solely on the ranking of proposals;
 - (b) Discussions leading to best and final offers, in which the contracting agency may not disclose private discussions leading to best and final offers;
 - (c) Discussions leading to best and final offers, in which the contracting agency may not disclose information derived from proposals submitted by competing proposers;
 - (d) Serial negotiations, beginning with the highest ranked proposer;
 - (e) Competitive simultaneous negotiations;
 - (f) Multiple-tiered competition designed to identify, at each level, a class of proposers that fall within a competitive range or to otherwise eliminate from consideration a class of lower ranked proposers;
 - (g) A multistep request for proposals requesting the submission of unpriced technical submittals, and then later issuing a request for proposals limited to the proposers whose technical submittals the contracting agency had determined to be qualified under the criteria set forth in the initial request for proposals; or
 - (h) A combination of methods described in this subsection, as authorized or prescribed by rules adopted under ORS 279A.065.
 - (9) Revisions of proposals may be permitted after the submission of proposals and before award for the purpose of obtaining best offers or best and final offers.

B. Award.

1. The District shall award the contract to the responsible Proposer that submits the most responsive proposal, which meets and complies with all solicitation requirements as determined by the evaluation factors, provided that the proposal is reasonable and it is in the best interest of the District.
2. After the evaluation process is complete, the District shall provide written notice to all Proposers of the District's intent to award the Contract (Notice of Intent to Award – NIA). Public notice of award will be made by posting the NIA on the District's website. The District's award shall not be final until the latter of the following:
 - (a) Seven (7) days after the date of the NIA, unless otherwise provided; or
 - (b) Until the District provides a written response to all timely-filed protests (if any) denying the protest and affirming the award. See the Aggrieved Proposer clause for more on protests.

23. AGGRIEVED PROPOSERS: Any adversely affected Proposer may submit a written protest of the District's Notice of Intent to Award (NIA). Protest(s) must be received no later than 12:00 noon on the seventh (7th) calendar day after the NIA is published.

- A. A Proposer is only adversely affected if the Proposer is eligible for award of the contract. The protesting Proposer must claim that the selected Proposer is ineligible for award:
 1. Because their offer was non-responsive; or
 2. The District committed a substantial violation of a provision in the RFP document or of an applicable administrative rule and the protesting Proposer was unfairly evaluated and would have, but for such substantial violation, been the selected Proposer.
- B. The written protest must include the name of the person submitting the protest, the name of the Proposer represented by that person, the specific RFP including the solicitation number that is being appealed, and a detailed explanation of the reasons (facts of evidence) for the appeal in accordance with 23A above.
- C. The District shall not consider a protest that is submitted after the established time period.
- D. The aggrieved Proposer must serve all other Proposers with notice of its appeal to allow for rebuttal.
- E. Failure to give written notice of appeal to the District as provided herein constitutes a waiver by the aggrieved Proposer of any objections to the NIA.
- F. Disagreement with the proposal process is not justification for appeal.
- G. Protest Decision: Upon receipt of any appeal, the Chief Procurement Officer or designee shall review the protest and submit a written decision to the protester within fourteen (14) calendar days of the date of receipt of the protest. The affected Proposer must take further protest to the School Board. The aggrieved Proposer must notify the Chief Procurement Officer in writing before such action is taken.

24. PRICES:

- A. The Proposer shall provide a current rate sheet for services requested. Prices quoted for commodities or services must be in U.S. funds and must include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point specified so that, upon transfer of title, the commodity can be utilized or the services can be provided without further cost.
- B. Prices quoted must be exclusive of federal, state, and local taxes. If the Proposer believes that certain taxes are payable by the District, the Proposer may list such taxes separately, directly below the unit prices for the affected item.

25. **ACCEPTANCE PERIOD:** All offers submitted shall remain in force for a period of one hundred twenty (120) days in order to provide time for evaluation of offers received and approval of proposed awards. The District shall request in writing any extension of this one hundred twenty (120) day acceptance period.
26. **PROPOSAL PREPARATION COSTS:** The District is not liable for any costs incurred by the Proposers in preparation of the Proposal.
27. **CONTRACT FUNDING:** Award in part or in whole is contingent upon available funding. In the event adequate funds are not appropriated and allocated by the District's Board of Directors, the District reserves the right to cancel fixed quantity, multi-year term or requirements contracts at no penalty.
28. **CONFLICTING TERMS:** In the event that the Special Terms and Conditions (Section III) conflict with the General Provisions (Section II) or the Instructions to Proposers (Section I), the Special Terms and Conditions shall take precedence.
29. **SAFETY:** The vendor shall comply with all application provisions of the Occupational Safety and Health Act throughout the duration of the specified work.

SECTION II
GENERAL PROVISIONS
RFP 19-1016-01

1. **ACCEPTANCE:** Signature on an Agreement shall constitute Acceptance of the offer including all the terms and conditions specified in the solicitation. Receipt of a fully executed Agreement shall cause initiation of performance by the Vendor. Acceptance is limited to the terms stated herein. Any additional or different terms and conditions proposed by the Vendor are rejected unless expressly agreed to in writing by an authorized representative of the District's Purchasing Department.
2. **APPLICABLE LAW AND DISPUTES:** Any dispute with respect to this Order shall be governed by the Bend-La Pine School District's Administrative Regulation DJ-AR.
3. **ASSIGNMENT:** This Agreement or any interest hereunder shall not be assigned or transferred by the Vendor without the prior written consent of the District. The District shall not consent to any proposed assignment unless and until the Vendor furnishes the District with two (2) executed copies of the assignment.
4. **BANKRUPTCY:** The District may terminate this Agreement in whole or in part by written or telegraphic notice:
 - A. If the Vendor shall become insolvent or makes a general assignment for the benefit of creditors: or
 - B. If a petition under any bankruptcy act or similar statute is filed by or against the Vendor and is not vacated within ten (10) days after it is filed. Termination under this clause shall be in accordance with "Termination For Default" clause.
5. **COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS:** The Vendor shall comply with all applicable Federal, State and Local laws and ordinances and all lawful orders, rules and regulations hereunder, including the applicable provisions of the Fair Labor Standards Act, the Occupational Safety and Health Act of 1970, the Federal Civil Rights Act of 1964, the Equal Employment Opportunity Act, and all regulations and standards and any amendments issued pursuant thereto. The District shall have the right to immediately terminate this agreement if the Vendor fails to comply with such acts and regulations.
6. **IDENTIFICATION OF VENDOR'S EMPLOYEES:** The Vendor shall be responsible for furnishing to each employee and for requiring each employee engaged on the work site to display such identification as may be approved by the District.
7. **VENDOR'S TAX ID NUMBER:** If goods or services procured through the RFP must be included on a Miscellaneous Tax Statement, as described in the Internal Revenue Code, a valid tax identification number must be provided to the District before payment will be made. Awarded Vendor must complete a W9 form.
8. **INSURANCE:** Before commencing work, Vendor shall procure and maintain insurance with an insurance carrier satisfactory to the District. Certificates of such insurance issued by the Vendor's insurance carrier shall be filed with District before commencement of work. District shall be additionally insured on auto and liability policies:
 - A. **WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY:** As required by statute.
 - B. **COMPREHENSIVE AUTOMOBILE LIABILITY** including owned, non-owned and hired vehicles: \$1,000,000.00 Combined Single Limit Bodily Injury and Property Damage any one occurrence and in the aggregate.
 - C. **COMMERCIAL GENERAL LIABILITY** to include premises operations, independent Vendors, products/completed operations, and blanket contractual: \$2,000,000.00 Combined Single Limit Bodily

Injury, Property Damage, and personal injury-any one occurrence and with an annual aggregate limit of \$4,000,000.00.

- D. PROFESSIONAL LIABILITY INSURANCE covering errors and omissions of Vendor and employees with a limit of \$2,000,000.00 per occurrence with an annual aggregate limit of \$4,000,000.00.
 - E. Certificates of Insurance shall be issued to Administrative School District No.1, 520 NW Wall Street, Bend, OR 97703.
 - F. The Vendor agrees to pay for the insurance specified and agrees to provide the District with a thirty (30) days' notice of cancellation if non-renewal occurs during the agreement period.
9. **DELAYS:** The Vendor shall not be liable for any delays in delivery caused by circumstances beyond its control including acts of God or of the public enemy, acts of the United States Government, fire, floods, epidemics, quarantine restrictions, strikes, or embargoes. When any delays in delivery will occur or are anticipated the Vendor should immediately give notice thereof to the District.
10. **INDEMNIFICATION:** Except for claims arising out of acts caused by the sole negligence of the District, its agents, servants or employees, the Vendor, and employees of such, agrees to indemnify and hold harmless the District, its agents, servants, and employees, from acts or omissions of any nature whatsoever of the Vendor, its agents, servants, and employees, causing injury to, or death of person (s) or damage to property arising out of services provided and from any expense incident to the defense of the District there from. The Vendor agrees to hold the District harmless from and to defend it against, any and all claims arising out of this Agreement.
11. **NON-DISCRIMINATION:** The Vendor shall comply with the applicable provisions of the Federal Civil Rights Act of 1964 and all Amendments thereto and the Equal Employment Opportunity Act and all amendments thereto, the Bend – La Pine Schools Administrative Regulations, and all regulations issued hereunder by the Federal and State governments. If the Vendor fails to comply with such acts and regulations, the District shall have the right to immediately terminate this Agreement.
12. **NO WAIVER OF CONDITIONS:** The District's failure to insist upon strict compliance shall not be deemed to be a waiver of any right and waiver of a right under this Order shall not constitute a waiver of any other right or waiver of any other default under this Order.
13. **CHANGES:** The District may, at any time, and from time to time by written order from the District's Purchasing Department to the Vendor, make changes in any one or more of the following: (a) method of shipment or packing; and (b) time and/or place of delivery or training; and (c) the quantity of items ordered. If such change causes an increase or decrease in the price of the Order or the time required to perform, an equitable adjustment shall be made and the Order modified in writing accordingly. Any claim by the Vendor hereunder must be asserted in writing within fifteen (15) days from the date the change is ordered. Whether made pursuant to this clause or by mutual agreement, changes shall not be binding upon the District, except when confirmed in writing by a member of the District's Purchasing Department.
14. **TERMINATION FOR CONVENIENCE:** The District may terminate a contract, in whole or in part without showing cause upon giving written notice to the Vendor. The District shall pay all reasonable costs incurred by the Vendor up to the date of termination. The Vendor will not be reimbursed for any anticipatory profits, which have not been earned up to the date of termination.
15. **NO MODIFICATION OF ORDER:** The terms and conditions contained in this order may not be added to, modified, superseded or otherwise altered except by a written modification signed by an authorized representative of the District's Purchasing Department.

16. TERMINATION FOR DEFAULT:

- A. The District may, at its option, terminate or cancel an agreement, for any material violation of the provisions of the Agreement. Such provisions generally include, but are not limited to:
 - 1. Standard terms and conditions included in all Contracts
 - 2. Product or service Specifications
 - 3. Delivery or completion requirements; or
 - 4. Pricing and price escalation/de-escalation clauses
- B. The District's termination of an agreement or of a Vendor's performance shall not restrict or abrogate any other remedy available to the District that is provided either by law or under the Agreement, unless other remedies are expressly limited by the terms of the Agreement.
- C. Unless otherwise agreed upon in the Agreement, the District will provide the Vendor Written notice of its intent to terminate the Agreement or the Vendor's performance. If the Vendor provided a performance and payment bond, the surety shall also be provided with a copy of the notice of termination. Unless otherwise provided in the Agreement, the notice shall include:
 - 1. The effective date of termination (which may be the date of notice receipt);
 - 2. The grounds for termination,
 - 3. Notice of the time (if any) in which the District will permit the Vendor to correct the failure to perform.

17. STANDARD SERVICES CONTRACT: Proposers are advised to thoroughly review and familiarize themselves with the standard contract incorporated as Attachment A.

18. NEGOTIATION WITH AWARDED CONTRACTOR: The District reserves the right to negotiate final contract terms with the awarded contractor to the fullest extent allowed by law and as in the best interest of the District.

SECTION III
SCOPE OF SERVICES
RFP 19-1016-01

1. **PURPOSE OF RFP:** Bend-La Pine Schools ("District") is soliciting proposals from qualified firms for the purchase of propane and related Goods and Services, including but not limited to: propane tank rental; propane tank delivery and installation; propane delivery by the awarded Proposer to defined destinations throughout the District; propane maintenance of component parts and supplies; and labor.
2. **Contract Term:** The District intends to select one vendor to supply and service Propane for the District. The contract term will be awarded for five (5) years with the option to extend for five (5) additional one (1) year periods.
3. **AGENCY BACKGROUND:** Bend-La Pine Schools is the fifth largest school district in the State of Oregon. Located entirely in Deschutes County, the District covers approximately 1,700 square miles serving Bend, La Pine, Sunriver and surrounding communities. Bend-La Pine Schools serves more than 18,300 students in kindergarten through grade twelve and currently operates nineteen elementary schools, seven middle schools and seven high schools.

Bend-La Pine Schools currently operates a fleet of 58 propane-powered school buses, using approximately 200,000 gallons of propane annually. The district expects that number of buses to increase by 2-5 buses annually, due to the growth of the district and replacement of older diesel powered buses. With that will come increased annual propane use.

There are currently two fueling station locations; one in Bend and one in La Pine. The district owns the existing infrastructure for fueling at both locations. The fuel vendor on a lease agreement provides three 2000-gallon storage tanks, two in Bend and one in La Pine.

This RFP and additional information about the District can be found on the District's website at <https://www.bend.k12.or.us/district/organization/contracting>.

4. **PROJECT GOAL:** The procurement of a Propane Supplier that will improve District Transportation costs, and includes comprehensive installation, training, ongoing maintenance and support services. The District seeks proposals that can meet these needs while adhering to the District's budgetary goals. Proposals shall include the following for consideration:

Required by Proposer

- (3) 2000 gallon tanks on a lease agreement, installed in exiting locations
- Cost of fuel margin for 5-year contract for Bend and La-Pine facility on a keep-full basis. The Bend facility will require filling every 2 days on average during the school year.
- Availability and cost of fuel (margin) throughout the state of Oregon. Please specify how fueling would take place, i.e. affiliate or company facility)
- Ability to service/maintain/repair district owned propane-dispensing equipment in a prompt manner upon district request.
- Please include in your proposal the projected installation date and date for services to begin.

Notes

- The concrete pad necessary for the tank will be provided.

5. EVALUATION AND SELECTION PROCESS:

A. Evaluation:

Per ORS 279B.060 (8) (a-h):

- (8) For purposes of evaluation, when provided for in the request for proposals, the contracting agency may employ methods of contractor selection that include, but are not limited to:
- (a) An award or awards based solely on the ranking of proposals;
 - (b) Discussions leading to best and final offers, in which the contracting agency may not disclose private discussions leading to best and final offers;
 - (c) Discussions leading to best and final offers, in which the contracting agency may not disclose information derived from proposals submitted by competing proposers;
 - (d) Serial negotiations, beginning with the highest ranked proposer;
 - (e) Competitive simultaneous negotiations;
 - (f) Multiple-tiered competition designed to identify, at each level, a class of proposers that fall within a competitive range or to otherwise eliminate from consideration a class of lower ranked proposers;
 - (g) A multistep request for proposals requesting the submission of unpriced technical submittals, and then later issuing a request for proposals limited to the proposers whose technical submittals the contracting agency had determined to be qualified under the criteria set forth in the initial request for proposals; or
 - (h) A combination of methods described in this subsection, as authorized or prescribed by rules adopted under ORS 279A.065.

B. Evaluation Criteria: The evaluation matrix is posted in Section IV. These criteria will be utilized for the purpose of scoring each proposal. Proposers should be prepared to discuss any area of the proposal if requested during the interview process.

6. FEE SCHEDULE: The District will review the proposed costs to select a proposer that will best serve the interest of the District. Proposer will provide a breakdown of rates for Propane and all associated fees with the District's needs. Please provide a comprehensive fee schedule outlining all fees including but not limited to:

- A. Costs:** All costs must be itemized to include an explanation of all fees and costs.
- B. Integration and setup:** Please provide itemized costs, if any, for setup of the system to meet Bend-La Pine needs.
- C. Rental fee:** Provide an itemized list of equipment rental.
- D. Maintenance support:** Please describe your Maintenance and Support Plan.
- E. Other costs:** Please state any other costs associated with your proposal.
- F.** Due to the fact that we are a school district and travel throughout the state of Oregon, it is important that we are able to acquire propane when out of our home area, so we request Proposers include the availability and cost of fueling services by or through your company outside the Bend-La Pine area as part of the proposal requirement.

7. REFERENCES: Vendors should include a list of their public education clients in Oregon and the Northwest. In addition, provide a list of at least three (3) references, with current contact information, similar in size and complexity to the District, that have implemented the proposed system within the past five (5) years in a comparable computing environment and are utilizing a recent version of the proposed software.

SECTION IV
PROPOSAL SUBMITTAL PROCEDURES
RFP 19-1016-01

PROPOSAL DEADLINE: Sealed proposals will be accepted until 2:00 P.M., local time, OCTOBER 16, 2019, at Bend-La Pine Schools, Education Center Reception Desk, 520 NW Wall Street, OR 97703. All proposals are to be clearly labeled on the outside of the envelope " **RFP 19-1016-01: PROPANE AND RELATED ITEMS**". Each packet shall contain five (5) copies of the respective proposal, one (1) unbound copy and a flash drive copy.

Delivery is the sole responsibility of the proposer. The proposer accepts all risks of late delivery of mailed proposals or of miss-delivery regardless of fault. All proposals received after the date and time indicated above will be returned unopened.

MULTIPLE PROPOSALS: No more than one proposal may be submitted by each proposing firm.

RESTRICTIONS ON DISTRICT CONTACT: From the issue date of this RFP until a firm is selected, all contact with District employees or School Board members concerning the RFP must be cleared through the following District contact:

Amy Coronado, 541-355-1137
Amy.coronado@bend.k12.or.us

RIGHT TO REJECT PROPOSALS: The District reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this RFP unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the District and the firm selected.

We reserve the right without prejudice to reject any and all proposals.

COST OF PREPARING A PROPOSAL: The RFP does not commit the District to paying any costs incurred by any proposer in the submission or presentation of a proposal, or in making the necessary studies for the preparation thereof.

PROPOSAL CONTENT AND FORMAT: To simplify and expedite the review process, the District requests that proposals are assembled in the standard format specified below. Failure to follow the proposal format requirements may result in disqualification.

If revisions become necessary to the RFP, the District will provide addenda by posting on the District's website at <https://www.bend.k12.or.us/district/organization/contracting>. It is the responsibility of proposers to check the District's website periodically while preparing the proposal to ascertain whether any addenda have been issued.

Proposals should be prepared as simply as possible and provide a straightforward concise description of the proposer's capabilities to satisfy the requirements of the RFP. Emphasis should be on accuracy, completeness, and clarity of content. All parts, pages, figures, and tables should be numbered and clearly labeled. Organize the proposal into the following major sections:

Proposal Format

Instructions relative to each part of the response to this RFP are defined in the remainder of this section.

INTRODUCTION: The title page, letter of transmittal and table of contents should be included in this section.

- A. Title Page - Indicate the RFP subject, name of the vendor(s), address, telephone number, email address, and the date. Proposer shall acknowledge any addenda issued on the District's website. The primary and secondary contact person(s) and their respective telephone numbers and email addresses should be included in this section.
- B. Letter of Transmittal - Provide a transmittal letter attesting to the accuracy of the proposal signed by a representative authorized to execute binding legal documents on behalf of the vendor. The letter should present the vendor's understanding of the services requested in this RFP.
- C. Table of Contents - Indicate the page number of each major section.

EXECUTIVE SUMMARY: Provide a concise overview highlighting the proposal in two pages or less. Address how your proposal will meet the District needs in a cost-effective manner.

VENDOR BACKGROUND AND QUALIFICATIONS:

- A. Provide narrative responses to the following, including any necessary documentation, for each item listed below.
 - 1. State the number of years the vendor has served public education clients.
 - 2. Provide a chronology of the company's growth, heritage, staff size and ownership structure.
 - 3. Indicate the percentage of revenue this offered system represents to your company.
 - 4. Provide a brief statement of the company's background demonstrating longevity and financial stability.
 - 5. State whether the company has had a workforce reduction in the last 5 years. If so, provide details regarding workforce reductions: percentage of workforce, areas affected, senior management team changes, etc.
 - 6. Provide information on any past or pending litigation or claims filed against the vendor associated with the application or implementation services.

SCOPE OF SERVICES:

Address all needs listed in Section III of the RFP.

FEE SCHEDULE:

Address all costs and fees associated in this proposal.

REFERENCES:

Please list references as described in Section III.

REQUIRED SIGNED FORMS:

Proposal Submittal Form (page 18)

Proposal Certification (page 26)

Signature Page (page 27)

Signed Addenda printed off the District's contracting page, if any.

SECTION IV (continued)
PROPOSAL SUBMITTAL FORM
RFP 19-1016-01

ADDITIONAL REPRESENTATIONS

In addition to the foregoing general information, the Proposer certifies that:

- A. Consultants and firm specialists mentioned in response to this request for proposal can only be changed with the express prior written permission of the District, which retains the right to approve or reject replacements.
- B. The Proposer, if an individual, is of lawful age; is the only one interested in this proposal; and that no person, firm, or corporation, other than that named, has any interest in the proposal, or in the contract proposed to be entered into.
- C. The Proposer, and each person signing on behalf of any Proposer, certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that to the best of their knowledge and belief:
 - 1. The fees and rates in the proposal have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other proposer or with any competitor;
 - 2. Unless otherwise required by law, the fees and rates that have been quoted in the proposal have not been knowingly disclosed by the Proposer prior to the proposal deadline, either directly or indirectly, to any other proposer or competitor;
 - 3. No attempt has been made nor will be made by the Proposer to induce any other person, partnership, or corporation to submit or not to submit a proposal for the purpose of restraining trade;
 - 4. No School Board member or other officer, employee, or person, whose salary is payable in whole or in part from the District, has a direct or indirect financial interest in the proposal;
 - 5. Said Proposer is not in arrears to the District upon any debt or contract, and is not a defaulter, as surety or otherwise, upon any obligation to the District and has not been declared irresponsible, or unqualified, by any department of the District or the State of Oregon, nor is there any proceeding pending relating to the responsibility or qualification of the Proposer to receive public contracts, except (if none, Proposer will insert "none");
- D. The Proposer has examined all parts of this Request for Proposal, including all requirements and contract terms and conditions thereof, and, if its proposal is accepted, the Proposer shall execute a contract which incorporates the stated requirements, proposal response and terms and conditions.
- E. The Proposer fully understands and submits its proposal with the specific knowledge that:
 - 1. The selected proposal must be approved by the authorized District officer.
 - 2. In the event that the Proposer's proposal is accepted and receives all necessary approvals, the proposal will be incorporated into a contract containing general terms and conditions as provided in the Request for Proposal, and the authorized District officer must approve the resultant contract.

The undersigned hereby certifies to the truth and accuracy of all statements, answers, and data contained in this proposal and application, and hereby authorizes Bend-La Pine Schools to make any necessary examinations or inquiries in order to make a determination as to the qualifications and responsibility of the Proposer. The undersigned has examined all parts of this RFP and understands that it is completely discretionary with the Selection Committee whether to accept, reject, or negotiate its proposal submitted pursuant thereto.

Signature of Proposer: _____

Title: _____ Date: _____

SECTION V
PROPOSAL EVALUATION PROCEDURES
RFP 19-1016-01

1. PROPOSAL REJECTION:

The District reserves the right:

- A. to reject any or all proposals not in compliance with all public procedures and requirements.
- B. to reject any proposal(s) not meeting the specifications set forth herein.
- C. to waive any or all irregularities in proposals submitted.
- D. to consider the competency of proposers in making any award.
- E. to follow the provisions of the Attorney General Model Procurement Rules, in the event two or more proposals are for the same amount for the same work.
- F. to reject all proposals.
- G. to award any or all parts of any proposal.
- H. to request references and other data to determine responsiveness.

2. SELECTION AND EVALUATION PROCESS:

Evaluations will be conducted by the evaluation committee using the following matrix below.

	Evaluation Criteria	Max point available
1.	Cost margin for propane for Bend and La-Pine facility	50
2.	Ability to provide customer service	25
3.	Lease agreement and maintenance plan	25
TOTAL POINTS AVAILABLE		100

4. PROPOSAL VALIDITY PERIOD:

Each proposal shall be irrevocable for a period of one hundred twenty (120) days from the Proposal Opening Date.

5. PROTEST OF AWARD:

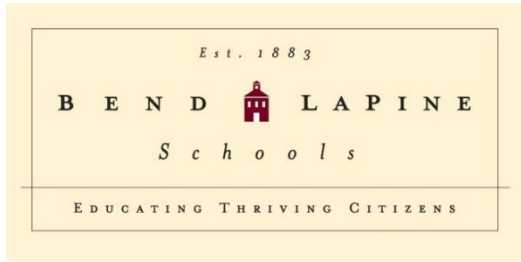
In accordance with the Oregon Attorney General's Model Procurement Rules, any adversely affected Proposer has seven (7) calendar days from the date of the written notice of award to file a written protest.

6. RESERVATION IN EVALUATION:

The District selection committee reserves the right to either: a) request "Best and Final Offers" from the two highest scoring Proposers and award to the lowest priced or b) to re-assess the proposals and award to the vendor determined to best meet the overall needs of the District.

7. PROPOSER EXCEPTIONS:

Proposers taking exception to any contract terms must indicate the same in their proposal or exceptions will be deemed waived. In addition to the District's Personal/Professional Services contract, please state if you have a licensing agreement that you would like us to review. Please provide a copy of your licensing agreement in your proposal.



**ATTACHMENT A
Sample Contract**

BUSINESS OFFICE

*520 N.W. Wall Street
Bend, Oregon 97701-2699
(541) 355-1137*

**BEND-LA PINE SCHOOLS, SCHOOL DISTRICT NO. 1, DESCHUTES COUNTY, OREGON
-PERSONAL/PROFESSIONAL SERVICES CONTRACT-**

This Contract is between Bend-La Pine Schools, School District No. 1, Deschutes County, Oregon (District) and (Contractor). The parties agree as follows:

- 1. Effective Date and Termination Date.** The effective date of this contract shall be XXXXX, or the date which each party has signed this Contract, whichever is later. Unless earlier terminated as provided below, the termination date shall be XXXXX. Initial set up time will be negotiated.
- 2. Statement of Work:** Statement of Work will be attached as Exhibit A in contract.
- 3. The value of this Contract, and maximum payment, unless revised by written agreement, is: \$XXXXXX (XXXXXXXXXX) Dollars including all expenses.**
- 4. Payment for Work:** The District agrees to pay Contractor upon acceptance of work and in accordance with the standard terms and conditions as follows: Contractor shall bill District monthly as services are performed.
- 5. Contract Documents.** This contract is the only contract document.
A conflict in the contract documents shall be resolved in the priority listed above with this Contract taking precedence over all other documents. The contract documents are the entire contract between the parties and shall supersede any prior representation, written or oral.

CONTRACTOR DATA AND SIGNATURE

Contractor is an independent contractor solely responsible for the work performed under this contract. Contractor, its subcontractors and employees shall not be deemed employees of the District. Contractor shall be responsible for all federal state and local taxes and fees applicable to payments for services under this contract.

Business Name: _____
Business Address: _____
Vendor Phone: _____
Federal Tax ID# or Social Security #: _____

I certify under penalty of perjury that Vendor is a [check one]:
☐ Sole Proprietorship ☐ Partnership
☐ Corporation-for profit ☐ Corporation-non-profit
☐ Other [describe here: _____]

Federal tax ID numbers or Social Security numbers are required pursuant to ORS 305.385 and will be used for the administration of state, federal and local laws. Payment information will be reported to the Internal Revenue Service under the name and Federal tax ID number or, if none, the Social Security number provided above.

I have read this Contract including, if applicable, the attached Exhibits. I certify that I have the authority to sign and enter into this Contract. I understand the Contract and agree to be bound by its terms.

X _____
Signature
X _____
Name (please print)

X _____
Title
X _____
Date

BEND-LA PINE SCHOOLS, SCHOOL DISTRICT NO. 1, DESCHUTES COUNTY, OREGON SIGNATURE

X _____
Signature (Deputy Clerk or Designee)
Name (please print)

Title
X _____
Date

STANDARD TERMS AND CONDITIONS

- 1. Time is of the Essence.** Time is of the essence in the performance of this Contract.
 - 2. Subcontracts and Assignment.** Contractor shall not subcontract any of the work required by this Contract or assign or transfer any of its interest in this Contract, without the prior written consent of the District, which may be withheld without cause. In addition to any other provisions the District may require, Contractor shall require of any permitted subcontract under this Contract, that the Sub-Contractor be bound by all the same terms and conditions of this agreement. Such sub-contracts are solely between the Contractor and the Sub-Contractor and shall not have any binding effect on the District.
This contract is not assignable by the Contractor, either whole or in part, unless Contractor has obtained the prior written consent of the District.
 - 3. Other Contractors.** The District may undertake or award other contracts for additional or related work, and the Contractor shall fully cooperate with such other contractors and with any District employees concerned with such additional or related work, and shall coordinate its performance under this contract with such additional or related work. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by District employees.
 - 4. Independent Contractor Status.** Contractor shall certify status as an independent contractor and nothing herein is to be construed as establishing an employer-employee relationship.
 - 5. No Third Party Beneficiaries.** The District and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.
 - 6. Successors in Interest.** The provisions of this Contract shall be binding upon and inure to the benefit of the parties and their successors and approved assigns, if any.
 - 8. Escalation.** Any price or cost adjustments shall be submitted by the Contractor no less than 60 days prior to the time in which such increases are to become effective. The District reserves the right to reject any modifications of the contract unacceptable to the District. Prices must be held firm for the first 12 months of the contract.
 - 9. Early Termination.** This Contract may be terminated as follows unless otherwise specified herein:
 - a. The District and Contractor, by mutual written agreement, may terminate this Contract at any time.
 - b. The District in its sole discretion may terminate this Contract for any reason on 30 days written notice to Contractor.
 - c. Either the District or Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination, the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.
 - d. In the event of nonperformance under this contract, the District, after seven (7) days written notice, shall have the right to obtain from other sources such products and/or services as may be required to accomplish the work not performed, and it is agreed that the difference in cost, if any, for said work or goods shall be borne by the Contractor. For purposes of this section, nonperformance shall be defined as failure to appear and perform work and/or deliver goods as specified and scheduled.
 - e. Notwithstanding paragraph 9(c), the District may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation or non-renewal of any license, permit or certificate that Contractor must hold to provide services under this Contract.
- 10. Payment of Invoices**
- a. Method of Payment. Unless otherwise specified in **Payment of Work** section, payment shall be approved monthly by the District, net thirty (30) days.
 - b. Payment on Early Termination. Upon termination pursuant to paragraph 9, payment shall be made as follows:
 - (i) If terminated under 9(a) or 9(b) for the convenience of the District, the District shall pay Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract. The District shall not be liable for direct, indirect or consequential damages. Termination shall not result in a waiver of any other claim the District may have against Contractor.
 - (ii) If terminated under 9(c) by the Contractor due to a breach by the District, then the District shall pay the Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract.
 - (iii) If terminated under 9(c), 9(d) or 9(e) by the District due to a breach or nonperformance by the Contractor, then the District shall pay the Contractor for work performed prior to the termination date provided such work was performed in accordance with the Contract less any setoff to which the District is entitled.
 - c. Payment of Laborers. The Contractor shall, to the extent that is required by Oregon State, Federal, and Local law:
 - (i) Make payment promptly, as due, to all persons supplying to such Contractor labor or material for the prosecution of the work provided for this contract;
 - (ii) Pay all contributions or amounts due the Industrial Accident Fund by the Contractor or subcontractors, if permitted, incurred in the performance of this contract;
 - (iii) Not permit any lien or claim to be filed or prosecuted against the District on account of any labor or material furnished; and
 - (iv) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to it by any person in connection with this contract as such claim becomes due, the District 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 Contractor by reason of such contract.

The payment of a claim in this manner shall not relieve the Contractor or the Contractor's surety, if any, from obligation with respect to any unpaid claims.

d. Payment for Medical Care.

- (i) To the extent any of Contractor's employees are covered by the Oregon employment laws, the Contractor shall 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 Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor 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.

e. Non-Appropriation.

- (i) If payment for work under this contract extends into the District's next fiscal year, District's obligation to pay for such work is subject to approval of future appropriations to fund this Contract by the School Board.

f. Adequate Funding.

- (i) Continuation of this contract, at specified levels, is conditioned on adequate funding under the Districts budget adopted in June of each year. District reserves the right to adjust the level of services in accordance with funding levels adopted.

11. Remedies. In the event of breach of this Contract the parties shall have the following remedies:

- a. If terminated under 9© or 9(d) by the District due to a breach by the Contractor, the District may complete the work either itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall pay to the District the amount of the reasonable excess.
- b. In addition to the remedies in paragraphs 9 and 10 for a breach by the Contractor, the District also shall be entitled to any other equitable and legal remedies that are available.
- c. If the District breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.

12. Hours of Labor. For those employees of Contractor covered or subject to Oregon employment laws:

- a. Persons employed under this Contract shall receive at least time and a half pay for work performed on the legal holidays specified in ORS 279A.055 and for all overtime worked in excess of 40 hours in any one week, except for individuals who are excluded under ORS 653.010 to 653.261 or under 29 USC 201 to 209 from receiving overtime.
- b. Except as provided above, no person shall be employed for more than ten hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or where the District absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279A.055 the laborer shall be paid at least time and a half pay:
- (i) for all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or
- (ii) for all overtime in excess of ten hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; or
- (iii) for work performed on Saturday and on any legal holidays specified in ORS 279B.020.
- For those employees of Contractor that are covered or subject to Oregon employment laws, Contractor must, pursuant to ORS 279B.020, give notice to employees who perform work on this Contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

13. Time Limitation on Claim for Overtime. To the extent any of Contractor's employees are covered by the Oregon employment laws, such covered worker employed by the Contractor shall be foreclosed from the right to collect for any overtime under this contract unless a claim for payment is filed with the Contractor within 90 days from the completion of the contract, providing the Contractor has:

- a. Caused a circular clearly printed in blackface pica type and containing a copy of this section to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place which is readily available and freely visible to any or all workers employed on the work, and
- b. Maintained such circular continuously posted from the inception to the completion of the contract on which workers are or have been employed.

14. Hazardous Chemicals. Contractor shall notify the District prior to using products containing hazardous chemicals to which the District students or employees may be exposed. Upon the District's request, Contractor shall immediately provide Safety Data Sheets for any such products.

15. Errors. The Contractor shall perform such additional work as may be necessary to correct errors in the work required under this contract without undue delays and without additional cost.

16. Access to Records. The Contractor agrees that the District and its authorized representatives shall have access to the books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcripts. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. The district shall not have access to any records or information, regardless of form, medium or method of communication, that may identify individual employees, individual employee contact with the Contractor, employee counseling records, diagnoses, prognoses or treatment recommendations by the Contractor. Any information relative to employee use of the Contractor's services given to the District for the purposes of census, statistics or fiscal analysis shall be information in the aggregate and not identifiable or specific to individual employees.

Contractor shall maintain all fiscal records directly relating to this Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this Contract in such a manner as to clearly document Contractor's performance. Contractor acknowledges and agrees that the District's duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans and writings of Contractor that are pertinent to this Contract to perform examinations and audits and make excerpts and transcripts. Contractor shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

Bend-La Pine Schools

17. Ownership of Work. All work products, with the exception of any documents or materials or other work products relating to or identifying individual employee treatment, visits, diagnoses or prognoses created by the Contractor as part of Contractor's performance of this Contract, including background data, documentation and staff work that is preliminary to final reports, shall be the exclusive property of the District. If any such work products contain intellectual property of the Contractor that is or could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants the District a perpetual, royalty-free, fully paid-up, non-exclusive and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, use, re-use, in whole or in part, and to authorize others to do so, all such work products. The District shall have no rights in any pre-existing work product of Contractor provided to the District by Contractor in the performance of this contract except to copy, use and re-use any such work product for District use only.

If this contract is terminated by either party or by default, the District, in addition to any other rights provided by this contract, may require the Contractor to transfer and deliver such partially completed work products, reports or other documentation that the Contractor has specifically developed or specifically acquired for the performance of this contract.

18. When Work is performed on District Property (Including Schools). Contractor shall comply with the following:

- a. Identification. Contractor performing work on District Property or for District shall be in full uniform at all times. Uniforms shall include shirt with company identification attached. In addition, all such persons shall carry photo identification and will present such, to anyone on request. If such identification cannot be produced by Contractor, or is not acceptable to District, District may provide at its sole discretion, such identification tags to Contractor. Contractor shall bear the entire cost of producing and assigning such identification. Contractors that do not have specific uniforms for employees, shall provide identification tags as described above, and or any other mechanism, the District in its sole discretion determines is required to easily identify Contractors.
- b. Sign-in Required. As required by schools and other District locations, each day of work Contractor's employees shall sign into the Main Office to receive an in-school identification/visitors tag to be displayed on the person at all times they are in the school or other location.
- c. No Smoking. Smoking or other use of tobacco is prohibited on the District property.
- d. No Drugs. District property sites are designated drug-free zones.
- e. No Weapons or Firearms. Except as provided by Oregon Statutes and District policy, weapons and firearms are prohibited on District property.

19. When Work is performed in or on School Sites, Contractor shall comply with the following:

- a. No Unsupervised Contact with Students. Unsupervised contact with students means contact with students that provide the person opportunity and probability for personal communication or touch when not under direct supervision. Contractor will ensure that Contractor, any subcontractors, and their officers, agents and employees will have no direct unsupervised contact with students while on District property. Contractor will work with the District to ensure compliance with this requirement. If Contractor is unable to ensure through a security plan that none of its officers, agents or employees will have direct, unsupervised, contact with students in a particular circumstance or circumstances, Contractor shall so notify the District prior to beginning any Work that could result in such contact. Contractor authorizes District to obtain information about Contractor and Contractor's history and to conduct a criminal background check, including fingerprinting, of any officer, agent or employee of Contractor that will have unsupervised contact with students. Contractor also agrees to cause Contractor's employees and/or subcontractors, if any, to authorize District to conduct such background checks. Contractor shall pay all fees assessed by Oregon Department of Education, and by the District's background check vendor for processing the background check. District may deduct the cost of such fees from a progress or final payment to the Contractor under this contract, unless the Contractor elects to pay such fees directly.
- b. Confidentiality. Contractor will not disclose any information or records regarding students or their families that Contractor may learn or obtain in course and scope of Contractor's performance of this Contract.
- c. Child Abuse Reporting Act. Contractor shall comply with the child abuse reporting law (ORS 491B.005 through 419B.050) as if Contractor were a mandatory abuse reporter. Contractor shall immediately report to the proper state or law enforcement agency circumstances supporting reasonable cause to believe that any child has been abused. Contractor shall report to the Principal or designated school authority the circumstances supporting reasonable cause to believe that any child has been abused.

20. Employment Standards. At the direction of the District, contractor will immediately remove any employee of contractor from all District premises where the District determines, in its sole discretion, removal of such employee would be in the best interests of the District.

21. Security. Any disclosure or removal of any matter and/or property on the part of the Contractor or Contractor's employees shall be cause for immediate cancellation of the contract. Any liability, including, but not limited to, attorney fees, resulting from any action or suit brought against the District as a result of the Contractor's or Contractor's employees' willful or negligent release of information, documents or property contained in or on District property shall be borne by the Contractor. All information, documents and property contained within these facilities shall be considered privileged and confidential.

FERPA Re-disclosure. The Parties recognize that the Family Educational Rights and Privacy Act (FERPA) imposes strict penalties for improper disclosure or re-disclosure of confidential student information including but not limited to denial of access to personally identifiable information from education records for at least five years (34 CFR 99.33(e)). Therefore, consistent with the requirements of FERPA, personally identifiable information obtained by the Contractor in the performance of this contract: may not be re-disclosed to third parties without written consent of the students' parents/guardians; and must be used only for the purposes identified in this contract.

22. Compliance with Applicable Law. Contractor shall comply with all federal, state, and local laws applicable to public contracts and to the work done under this Contract, and all regulations and administrative rules established pursuant to those laws.

23. Indemnity and Hold Harmless. The Contractor shall defend, indemnify, and hold the District, its officers, agents and employees, harmless against all liability, loss, or expenses, including attorney's fees, and against all claims, actions or judgments based upon or arising out of

damage or injury (including death) to persons or property to the extent caused by any negligent act, error, or omission sustained in any way in connection with the performance of this contract or by conditions created thereby, or based upon violation of any statute, ordinance or regulation. This contractual indemnity provision does not abrogate common law or statutory liability and indemnification to the District, but is in addition to such common law or statutory provisions.

24. Waiver. Waiver of any default under this Contract by the District shall not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Contract.

25. Governing Law. The provisions of this Contract shall be construed in accordance with the laws of the State of Oregon and, rules of the District, as they appear at the time of signing or any subsequent addenda. Any legal action involving any question arising under this Contract must be brought in Deschutes County Circuit Court. If the claim must be brought in a federal forum, then it shall be brought and conducted in the United States District Court for the State of Oregon.

26. Severability. If any term or 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 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 invalid.

27. Merger Clause. This Contract and the attached exhibits constitute the entire agreement between the parties. All understandings and agreements between the parties and representations by either party concerning this Contract are contained in this Contract. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both parties. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

28. Anti-discrimination Clause. Contractor must comply with all applicable requirements of federal and state civil rights law and rehabilitation statutes and shall not discriminate based on race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, source of income, or political affiliation in programs, activities, services, benefits or employment. Contractor shall not discriminate against minority-owned, women-owned or emerging small businesses.

29. Attorney Fees. If a suit or action is filed to enforce any of the terms of this contract, the prevailing party shall be entitled to recover from the other party, in addition to costs and disbursements provided by statute, any sum which a court, including any appellate court, may adjudge reasonable as attorney's fees. In the event the prevailing party is represented by "in-house" counsel, the prevailing party shall nevertheless be entitled to recover reasonable attorney fees based upon the reasonable time incurred and the attorney fee rates and charges reasonably and generally accepted in the metropolitan Portland, Oregon area for the type of legal services performed.

30. Rule of Construction. The rule of construction that a contract is construed against the drafter shall not apply to any dispute over the interpretation of application of the contract.

31. Insurance. Contractor shall at all times maintain in force at Contractor's expense, each insurance noted below:

Workers Compensation **insurance in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage in accordance with ORS Chapter 656 for all subject workers. Contractor and all subcontractors of Contractor with one or more employees must have this insurance unless exempt under ORS 656.027 THIS COVERAGE IS REQUIRED. Attach Certificate of Insurance. If Contractor does not have coverage and claims to be exempt, complete Section 32 in lieu of Certificate.**

Professional Liability / Errors & Omissions (E&O) insurance with a combined single limit of not less than: ☐ \$1,000,000, ☒ \$2,000,000 each claim, incident, or occurrence, with an annual aggregate limit of ☐ \$1,000,000, ☒ \$4,000,000. This is to cover damages caused by error, omission, or negligent acts related to professional services provided under this Contract. The policy must provide extended reporting period coverage for claims made within two years after this Contract is completed. ☒ Required by District ☐ Not required by District

Commercial General Liability insurance, on an occurrence basis, with a combined single limit of not less than: ☐ \$1,000,000, ☒ \$2,000,000 each occurrence for Bodily/Personal Injury and Property Damage, with an annual aggregate limit of ☐ \$1,000,000, ☒ \$4,000,000. This insurance must include contractual liability coverage. ☒ Required by District ☐ Not required by District

Commercial Automobile Liability insurance with a combined single limit, or the equivalent of not less than: ☐ \$500,000, ☒ \$1,000,000, ☐ \$2,000,000 each occurrence for Bodily Injury / Personal Injury, and Property Damage, including coverage for owned, hired or non-owned vehicles. ☒ Required by District ☐ Not required by District

Additional Requirements. Coverage must be provided by an insurance company admitted to do business in Oregon or rated A- or better by Best's Insurance Rating. Contractor shall pay all deductibles and retentions. A cross-liability clause or separation of insureds condition must be included in all commercial general liability policies required by this Contract. Contractor's coverage will be primary in the event of loss.

Certificate(s) of Insurance Required. Upon Request of the District, Contractor shall furnish a current Certificate(s) of Insurance to the District within forty eight (48) hours. The Certificate(s) shall provide that there shall be no cancellation, termination, material change, or reduction of limits of the insurance coverage without 30 days written notice from the Contractor's insurer to the District. The Certificate(s) shall also state the deductible or retention level. For commercial general liability the Certificate shall also provide that the District, its agents, officers, and employees are Additional Insureds with respect to Contractor's services to be provided under this Contract. If requested, complete copies of insurance policies shall be provided to the District.

32. WORKERS' COMPENSATION EXEMPTION CERTIFICATE (To be used ONLY when Contractor claims to be exempt from Workers' Compensation coverage requirements)

Contractor is exempt from the requirement to obtain workers' compensation insurance under ORS Chapter 656 for the following reason
(check the appropriate box):

☐ **SOLE PROPRIETOR**

Bend-La Pine Schools

- Contractor is a sole proprietor, and
- Contractor has no employees, and
- Contractor will not hire employees to perform this contract.

☐ **CORPORATION - FOR PROFIT**

- Contractor's business is incorporated, and
- All employees of the corporation are officers and directors and have a substantial ownership interest* in the corporation, and
- All work will be performed by the officers and directors; Contractor will not hire other employees to perform this contract.

☐ **CORPORATION - NONPROFIT**

- Contractor's business is incorporated as a nonprofit corporation, and
- Contractor has no employees; all work is performed by volunteers, and
- Contractor will not hire employees to perform this contract.

☐ **PARTNERSHIP**

- Contractor is a partnership, and
- Contractor has no employees, and
- All work will be performed by the partners; Contractor will not hire employees to perform this contract, and
- Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.**

☐ **LIMITED LIABILITY COMPANY**

- Contractor is a limited liability company, and
- Contractor has no employees, and
- All work will be performed by the members; Contractor will not hire employees to perform this contract, and
- If Contractor has more than one member, Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.**

***NOTE:** Under OAR436-50-050 a shareholder has a "substantial ownership" interest if the shareholder owns 10% of the corporation, or if less than 10% is owned, the shareholder has ownership that is at least equal to or greater than the average percentage of ownership of all shareholders.

****NOTE:** Under certain circumstances partnerships and limited liability companies can claim an exemption even when performing construction work. The requirements for this exemption are complicated. **(To be signed ONLY when Contractor claims to be exempt from Workers' Compensation coverage requirements)**

Consultant Printed Name

Consultant Signature

Date

**ATTACHMENT B
PROPOSAL CERTIFICATIONS**

**RFP 19-1016-01
BEND-LA PINE SCHOOLS**

NON-DISCRIMINATION CLAUSE

The proposer agrees not to discriminate against any client, employee or applicant for employment or for services, because of race, color, religion, sex, national origin, physical or mental handicap, sexual orientation or age unless based upon bona fide occupational qualifications with regard to, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; selection for training; and/or rendition of services. It is further understood that any vendor who is in violation of this clause shall be barred from receiving awards of any purchase order from the District, unless a satisfactory showing is made that discriminatory practices have terminated and that a recurrence of such acts is unlikely.

Agreed by: _____

Firm Name: _____

Address: _____

RESIDENT CERTIFICATE

Please Check One:

_____ Resident Vendor: Vendor has paid unemployment taxes or income taxes in this state during the last twelve calendar months immediately preceding the submission of this proposal.

or

_____ Non-Resident Vendor: Vendor does not qualify under requirements stated above.

Please specify your state of residence:

Officer's Signature: _____

Type or Print Officer's Name: _____

**ATTACHMENT C
SIGNATURE PAGE**

**RFP 19-1016-01
BEND-LA PINE SCHOOLS**

The undersigned proposes to furnish all supplies or perform all work as listed in the Statement of Work, for the price(s) stated; and that all articles supplied under any resultant contract will conform to the specifications herein, to be fit and sufficient for the purpose manufactured, merchantable, of good material, workmanship, and free from defect.

The undersigned agrees to be bound by all applicable laws and regulations, the accompanying specifications, and by the District policies and regulations.

The undersigned, by submitting a proposal, represents that:

- A. The Proposer has read and understands the specifications and any drawings or attachments and the proposal is made in accordance herewith.
- B. The proposal is based upon the materials, equipment, and systems required by the specifications unless otherwise noted. Failure to comply with the specifications or any terms of this Request for Proposal may disqualify the vendor as being non-responsive.

The undersigned certifies that the proposal has been arrived at by the vendor independently and has been submitted without any collusion designed to limit independent competition.

The undersigned certifies that he has received and duly considered all addenda to the specifications and that all costs associated with all addenda have been included in this proposal:

Addenda: No. _____ to No. _____ inclusive.

We therefore offer and make this proposal on furnishing the requested equipment and/or services at the prices indicated herein in fulfillment of the specifications of Bend-La Pine Schools.

Name of Firm: _____

Address: _____

Telephone Number: _____ FAX Number: _____

Federal ID Number: _____

By: _____ Date: _____

(Signature of Authorized Official. If partnership, signature of one Partner.)

Typed: _____

NAME

TITLE

If corporation, attest:

(Corporate Officer)