



**School Buses and Related Equipment
Contract Award RFP 18-442**

This contract completed by Lane County School District 4J (District), the Request for Proposal, and Western Bus Sales, Inc.'s response dated May 14, 2018, all additional submissions, and any attachments identified below shall constitute the full and complete agreement between the **District** and **Western Bus Sales, Inc.** Any other communications, oral or written, are not binding on either party.

All modifications to this contract must be in writing and signed by a duly authorized representative of the **District** and **Western Bus Sales, Inc.**

All invoices must reference a Purchase Order and be sent to the following address:

Lane County School District 4J
Accounts Payable
200 North Monroe Street
Eugene, OR 97402-4295

The Contract start date is September 1, 2018 and expiration date is August 31, 2019, with four annual renewals possible.

SIGNATURES

The foregoing represents the entire agreement between the parties and any prior understanding or representations of any kind preceding the date of this agreement shall not be binding upon the other party except to the extent incorporated in this agreement. No modification of this agreement shall be binding upon the other party except to the extent incorporated in this agreement.

By: Cydney Vanducan Date Signed: 9/16/18
Authorized Representative Signature of District

By: Jarole Date Signed: 9/6/18
Director of Sales
Authorized Representative Signature of Western Bus Sales, Inc.

**PART V.
PROPOSAL CERTIFICATIONS
LANE COUNTY SCHOOL DISTRICT 4J
RFP 18-442 SCHOOL BUSES AND RELATED EQUIPMENT**

PLEASE COMPLETE BOTH SECTIONS I AND II ON THIS PAGE

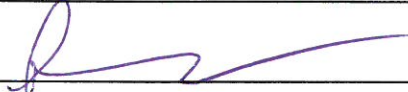
I. NON-DISCRIMINATION CLAUSE

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 Proposer 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.

Legal Name of Proposer: Western Bus Sales, Inc.

Doing Business As (if applicable) _____

Address: 30355 S.E. Hwy 212, Boring, OR 97009

Officer's Signature: 

Print Officer's Name and Title: Sarah Jones, Director of Sales

II. RESIDENT CERTIFICATE

Please Check One:

 X Resident Proposer: Proposer has paid unemployment taxes or income taxes in this state during the last twelve calendar months immediately preceding the submission of this proposal, has a business address in this state and has stated in this proposal whether Proposer is a "resident bidder" under ORS 279A.120(1)(b).

OR

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

Please specify your state of residence: Oregon

Officer's Signature: 

Print Officer's Name and Title: Sarah Jones, Director of Sales

PART VI.
SIGNATURE PAGE
LANE COUNTY SCHOOL DISTRICT 4J
RFP 18-442 SCHOOL BUSES AND RELATED EQUIPMENT

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

The undersigned Proposer, by submitting a proposal, represents that:

A. 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 RFP may disqualify Proposer as being non-responsive.

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

The undersigned Proposer 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. 1 to No. 2 inclusive.

The undersigned Proposer, therefore, offers and makes this proposal on furnishing the requested services at the prices indicated herein and in fulfillment of the specifications of the District, as stated in this RFP.

Legal name of Proposer: Western Bus Sales, Inc.

Doing Business As (if applicable): _____

Address: 30355 S.E. Hwy 212, Boring, OR 97009

Telephone Number: 800-258-2473 FAX Number: 503-905-0003

Federal ID Number: 93-0634380 E-Mail Address: sjones@westernbus.com

URL: www.westernbus.com

Officer's Signature:  Date: May 14, 2018

Type or Print Officer's Name: Sarah Jones, Director of Sales

Lane County School District 4J
200 North Monroe Street
Eugene, OR 97402-4295

To: Vendors
From: Julie Cone, Purchasing Analyst
PH: (541) 790-7620; E-Mail: solicitations@4j.lane.edu
Date: April 26, 2018

ADDENDUM NO. 1
To
RFP 18-442 SCHOOL BUSES AND RELATED EQUIPMENT

The following items are being issued to the above referenced RFP 18-442- School Buses and Related Equipment. All other specifications, requirements, terms and conditions of this RFP shall remain unchanged.

CHANGE OF SCHEDULE

The Proposed Timeline shall be modified by changing the Final RFP Amendment date from May 2, 2018 to April 30, 2018.

CLARIFICATION OF INFORMATION

VENDOR QUESTIONS:

Question:

Please provide the expected timeline to receive responses back from the District on change and clarification requests. What is the timeline between final addendum and proposal submission?

Answer:

The RFP states addenda can be issued up to 3 calendar days prior to proposal submission, unless otherwise stated in the RFP. The schedule states Final Amendment is May 2 and Proposal Deadline is May 9. The District will increase the time between Final Amendment and Proposal Deadline by moving the Final Amendment date to April 30, 2018.

Question:

Would current buses in Eugene School District 4J fleet be available and acceptable for the demonstration portion of the RFP if requested model for demo was not available?

Answer:

If 4J has a vendor manufacturer bus that is the make and model required for demonstration, they may submit a request in writing to solicitations@4j.lane.edu by May 14, 2018 at 5 pm containing the make and model desired and it will be made available for their demo purposes.

Question:

In lieu of a white Type 20 Activity Bus, would demonstration of a yellow Type A School Bus be acceptable? The body style would be the same, only the color and warning light/stop arm systems would be different.

Answer:

The District will allow a yellow Type A substitution for a white Type 20 as long as the wheelbase, driver's area and body are the same.

Question:

In lieu of a Type D Front Engine special needs 48 passenger bus, would demonstration of the larger 84 passenger Front Engine suffice? The body style would be the same, with the difference being the overall length and wheelbase.

Answer:

The District will allow a Type D Front Engine 84 passenger substitution for the 48 passenger SPED bus, as long as body and driver's area are the same.

Question:

Please confirm the availability of parking space for the day for 7 buses required for the demonstration.

Answer:

Parking will be available for 7 buses.

Question:

Please confirm the expected timeline that buses will be needed the day of demonstration so that we may adequately plan for drivers that day.

Answer:

Buses may arrive at 8:30 am to prepare for the 9 am demonstration time. All buses may arrive at one time, or arrival may be staggered with four (4) buses arriving for the 9 am demonstration and three (3) buses arriving to be prepared for demonstration starting approximately 11:30 am. Each bus may depart after it has completed all phases of evaluation. The option of staggering bus arrival is for vendor convenience. Delays in bus arrival that cause a delay in the demonstration evaluation process may eliminate some or all of the vendor's buses from award consideration.

Question:

Is it acceptable to offer a list discount percentage for any options not specifically listed versus providing an exhaustive list of option pricing?

Answer:

Yes, it is acceptable to meet the option pricing requirement by supplying a list discount percentage for any options.

Question:

We request that you either require the proposal to be valid until contracts are signed November 7, 2018 or sign contracts earlier within the 90 day window of proposal validity.

Answer:

The District will work to transition vendors holding a current contract to new contracts should they be successful in this solicitation.

Question:

We request the District change the insurance requirements to remove the Professional Liability language at the beginning 8. Insurance in Part IV Contract General Terms and Conditions.

Answer:

In Part IV Contract General Contract Terms and Conditions item 8. Insurance- remove the first paragraph "The proposer shall maintain in force for the duration of this agreement a Professional Liability insurance policy shall be maintained for not less than \$3,000,000 per occurrence and \$5,000,000 in the aggregate, an Umbrella Insurance policy with limits not less than \$3,000,000, a Commercial General Liability, Automobile Liability (owned, non-owned and hired) Insurance policy(s) written on an occurrence basis with limits not less than \$2,000,000 per occurrence and \$3,000,000 in the aggregate naming the District, its employees, officials and agents as an additional insured as respect

to work or services performed under this agreement. This insurance will be primary to any insurance the District may carry on its own.”

and it replace with:

“The Proposer shall maintain in force for the duration of this agreement an Umbrella Insurance policy with limits not less than \$5,000,000, a Commercial General Liability, Automobile Liability (owned, non-owned and hired) Insurance policy(s) written on an occurrence basis with limits not less than \$2,000,000 per occurrence and \$3,000,000 in the aggregate naming the District, its employees, officials and agents as an additional insured as respect to work or services performed under this agreement. This insurance will be primary to any insurance the District may carry on its own. “

Question:

Please confirm if “optional dust shields” are to be included in the base bid on models or are we to provide an option cost for them in the RH column?

Answer:

Some manufacturers do not offer dust shields for their braking systems (either front or rear). For all models, provide cost if not standard or if it’s a vendor add-on.

Question:

Please clarify that the District desires a 300 hp diesel engine for the Type C Conventional 35-60 capacity, Type C 77 passenger, Type D Front Engine 35-60 capacity, and the Type D Front Engine 84 capacity models. Buses Eugene School District 4J has purchased in the past in these body model sizes have included the Cummins ISB 220 hp model.

Answer:

We confirm that the District desires a 260 hp diesel engine in the Type C Conventional 35-60 capacity and Type C 77 passenger capacity. We confirm that the District desires a 280 hp diesel engine in the Type D Front Engine 35-60 capacity and the Type D Front Engine 84 capacity models.

Question:

Please confirm that you want the bus pricing to include the seats over the two LH rear wheelchair positions installed from the factory. This section currently reads “Wheelchair positions will allow for reinstallation of wall-mounted bus seats”

Answer:

We confirm in the Type C SPED Option 2, Type D Front Engine SPED Option 3, and Type A Option 1, we want the pricing to include the seats over the two LH rear wheelchair positions installed from the factory.

Question:

Please confirm whether you want 39” seats with 3 belts or 36” seats with 2 belts per seat for the remaining seats. The last section of this section on both Response Forms reads “All other seats to be equipped with 3-pt integral lap/shoulder belts (2 per seat) 39” wide.”

Answer:

We confirm in the Type C SPED Option 2, Type A Option 1, and Type D Front Engine SPED Option 3, the specifications should read a 39” seat should have 3 belts per seat.

Question:

Please confirm if you want a LH emergency exit door. The specifications read “Slide bolt vandal lock on side emergency door.”, but don’t call out a LH emergency door anywhere else.

Answer:

We confirm in the Type D Front Engine 84 passenger Option 2 and the Type D Rear Engine 84 passenger Option 1 we **do** want a LH emergency door. In the Type D Front Engine 48 passenger Option 3 we **do not** want a LH emergency door.

Question:

Please clarify if you'd like a 139" wheelbase or a 159" wheelbase for the gas lift and non-lift options.

Answer:

If there are multiple wheelbases available for the Type A Activity bus Option 1, please provide a quote for each wheelbase length.

Question:

There is a conflict between the specifications and the response page for the white Type A activity bus. Do you want a lift on the Activity Bus?

Answer:

The District does **not** want a lift on the white Type A activity bus. Any sections containing reference to a lift on the Price Quotation form for the White Type A activity bus are not required and may remain blank.

**PLEASE ACKNOWLEDGE THE RECEIPT OF THIS ADDENDUM NO. 1
ON THE SIGNATURE PAGE, APPENDIX B IN YOUR RESPONSE.**

REQUEST FOR PROPOSALS (“RFP”)

for

**SCHOOL BUSES AND
RELATED EQUIPMENT**

RFP 18-442

LANE COUNTY SCHOOL DISTRICT 4J
EUGENE, OREGON

Proposal Opening: **May 9, 2018**
Proposal Opening Time: **2:00 pm**

Purchasing Analyst: Julie Cone, Purchasing Analyst
Telephone: (541) 790-7620
Email: solicitations@4j.lane.edu

Mailing Address: Lane County School District 4J
Purchasing
200 N. Monroe
Eugene, Oregon 97402

LATE PROPOSALS NOT ACCEPTED

FAXED PROPOSALS NOT ACCEPTED

**CALL FOR SEALED PROPOSALS
ADVERTISEMENT**

NOTICE IS HEREBY GIVEN that sealed proposals will be accepted for a provider(s) for School Buses and Related Equipment by Julie Cone, Purchasing Analyst, Lane County School District 4J. Information regarding specifications may be secured from the Purchasing, Lane County School District 4J, 200 North Monroe Street, Eugene, Oregon 97402-4295; through e-mail inquiry to solicitations@4j.lane.edu, or on the Oregon Procurement Information Network (ORPIN) at <http://orpin.oregon.gov/open.dll/welcome>.

<u>Materials/Service</u>	<u>Date</u>	<u>Time</u>	<u>Location</u>
School Buses and Related 2018 Equipment	May 9,	2:00 pm	Purchasing

Proposers may obtain one set of proposal documents beginning April 4, 2018 at the locations listed above.

Proposers are required to certify nondiscrimination in employment practices, and identify resident status as defined in ORS 279A.120.

Pre-qualification of Proposers is not required. All Proposers are required to comply with the provisions of Oregon Revised Statutes and the District's Board Policy. Attention is directed to ORS 244, Government Ethics; ORS 279A and 279B, Public Contracts and Purchasing and State of Oregon Department of Justice Attorney General's Model Public Contract Rules Manual; District Board Policies DJC and DJCA.

Contractors or sub-contractors must be licensed under ORS 468A.720 and/or licensed by the Department of Environmental Quality, ORS 279B.060(2)(g), if asbestos abatement is to be performed.

Lane County School District 4J ("District") reserves the right to:

- (1) to reject any or all proposals not in compliance with public proposal procedures.
- (2) to postpone award of the contract for a period not to exceed ninety (90) days from date of proposal opening.
- (3) to waive informalities in the proposal.
- (4) to select the proposal which appears to be in the best interest of the District.
- (5) to cancel the procurement.

PUBLISHED: Oregon Procurement Information Network (ORPIN)

COPY POSTED AS FOLLOWS:

1 - LANE COUNTY SCHOOL DISTRICT 4J, EDUCATION CENTER, 200 NORTH MONROE STREET,
EUGENE, OREGON 97402

TABLE OF CONTENTS

SECTION	PAGE
Title Page	1
Advertisement	2
Table of Contents	3
Proposed Timetable	4
PART I. - Statement of Work	8
PART II. - Proposal Submittal Guidelines	11
PART III. - Proposal Evaluation Procedures	13
PART IV. - Contract General Terms and Conditions	15
PART V. - Proposal Certifications	22
PART VI. - Proposal Signature Page	23
PART VII. - Proposal Response Forms	ATTACHMENTS

PROPOSED TIMETABLE

EVENT	DEADLINE/DATE
Issue Request for Proposals	April 4, 2018
Proposer's written questions and requests received by District	April 23, 2018
Final RFP Amendment if appropriate	May 2, 2018
Proposal must be received by	May 9, 2018
Product Demonstrations	May 21, 22 & 24, 2018
Intent to Award released	May 29, 2018
Contracts signed by	November 7, 2018

Proposed timetable is subject to revision at the sole discretion of the District.

OPPORTUNITY TO COMMENT

Firms interested in formally commenting on this RFP, or addressing any area(s) in which they believe competition is unduly inhibited (protest), or requesting additional information or clarifying information may submit a signed written statement using the contact information listed on this RFP cover page. All items shall be labeled RFP 18-442 School Buses and Related Equipment. Comments must be received by 5:00 p.m. April 23, 2018.

The protest of these specifications may be done in accordance with Model Public Contracting Rules, Section 137-047-0730. The potential proposer has seven (7) calendar days prior to the proposal opening date to submit its protest, unless otherwise stated in this RFP. No protest against award because of the content of specifications or contract terms shall be considered after this deadline.

ADDENDA

Addenda, if any, will be issued any time up until three (3) calendar days prior to the proposal due date unless otherwise stated in this RFP. Addenda will be posted to ORPIN and distributed to all vendors on the solicitation distribution list.

ALTERNATE PROPOSAL

Where the product or service is not as specified, the proposal must clearly be marked "**alternate proposal**", a sample supplied where appropriate, and/or a clear specification of the substitute must be provided, in order for it to be considered a competitive proposal. The District Board or its representative's decision of the acceptability of alternates is final.

PROVISIONS

By submittal of this proposal, the vendor agrees to comply with the provisions of the Oregon Attorney General's Model Public Contract Rules Manual as adopted by the District Board policy. Attention is directed to the latest version of the following provisions. Full copies of any provision may be obtained from the District for the minimal cost of reproduction or from the Department of Justice, Salem Oregon.

OREGON REVISED STATUTES
ORS 244
ORS 279A, 279B

GOVERNMENT ETHICS
PUBLIC CONTRACTS AND PURCHASING

OREGON ADMINISTRATIVE RULES
CHAPTER 137
Divisions 046, 047

PUBLIC PROCUREMENT RULES

EQUAL EMPLOYMENT COMPLIANCE REQUIREMENT In accordance with ORS 279A.100- 279A.110. By submitting this proposal, the vendor certifies conformance to the applicable federal acts, executive orders, and Oregon statutes and regulations concerning affirmative action toward equal employment opportunities. All information and reports required by the federal or Oregon state governments having responsibility for the enforcement of such laws shall be supplied to the District in compliance with such acts, regulation, and orders.

PUBLICITY

Proposer agrees that it will not disclose the form, content or existence of any Contract or any Deliverable in any advertising, press releases or other materials distributed to prospective customers, or otherwise attempt to obtain publicity from its association with District, whether or not such disclosure, publicity or association implies an endorsement by District of Proposer's services, without the prior written consent of District.

FOREIGN CONTRACTORS

The attention of all Contractors who are not domiciled in or registered to do business in the state of Oregon is called to Oregon Revised Statute 279A.120(2)(a)(b)(3).

- (1) "In all public contracts, the public contracting agency shall prefer goods or services that have been manufactured or produced in this state if price, fitness, availability and quality are otherwise equal."
- (2) "When a public contract is awarded to a foreign contractor and the contract price exceeds \$10,000, the contractor shall promptly report to the Department of Revenue on forms to be provided by the Department of Revenue the total price, terms of payment, length of contract, and such other information as the Department of Revenue may require before final payment can be received on the public contract. The public contracting agency shall satisfy itself that the requirement of this subsection has been complied with before it issues a final payment on a public contract. For purposes of this subsection, a foreign vendor is one who is not domiciled in or registered to do business in the State of Oregon."

SILENCE OF SPECIFICATIONS

The apparent silence of the specifications and/or any supplemental specifications as to any detail, or the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only equipment and workmanship of first quality are to be used. District intends that Proposer will furnish complete information for an intact and fully functioning System or Product. If any omitted specification results in ambiguity as to material characteristics of the System or

Product, and inclusion is necessary to enable a reasonable person in the particular industry to properly identify such characteristics and respond with a proposal for an intact and fully functioning system or

product, then Proposer shall submit a request for clarification, according to the guidelines for submitting questions as set forth in this RFP. Failure to submit such a request for clarification is at the Proposer's risk. Proposer shall be required to provide a System or Product meeting District's needs with regard to any omitted specification for which a request for clarification should reasonably have been sought by Proposer.

FACSIMILE TRANSMISSION OF BIDS AND PROPOSALS

Pursuant to OAR 137-047- 0320(2)(f) the District is not responsible for any failure attributable to the transmission or receipt of any facsimile including, but not limited to the following:

- Receipt of garbled or incomplete documents.
- Availability or condition of the receiving facsimile machine.
- Incompatibility between the sending and receiving facsimile machines.
- Delay in transmission or receipt of document.
- Failure of the Offeror to properly identify the quote or bid documents.
- Illegibility of the quote or bid documents.
- Security and confidentiality of data.

This applies to any communication or correspondence concerning this solicitation, except proposal submittals.

PROPOSAL DEADLINE

One original and three copies of the sealed proposal shall be accepted until 2:00 pm, May 9, 2018, submitted to Julie Cone, Purchasing Analyst; Lane County School District 4J; Purchasing: 200 North Monroe; Eugene, Oregon 97402. Sealed proposals shall be labeled on the outside with "RFP 18-442 School Buses and Related Equipment". An electronic copy of the submission in .pdf format shall be sent to solicitations@4j.lane.edu with address line of "Submission- RFP 18-442 School Buses and Related Equipment", or provided with the response on a compact disk (CD) or a USB Flash Drive ("thumb drive"). The Hard Copy MUST BE SUBMITTED AND RECEIVED at the specified office location by the deadline to meet submission requirements. The electronic submission DOES NOT MEET submission requirements. In accordance with OAR 137-047-0450, the District confirms only the names of each Proposer will be read aloud at a public opening.

Delivery of all components is the sole responsibility of the Proposer. The Proposer accepts all risks of late delivery of proposals or of misdelivery regardless of fault. All proposals received after the deadline indicated above will be returned unopened.

RESTRICTIONS ON DISTRICT CONTACT

All questions regarding this request for proposal shall be submitted in writing to the attention of Julie Cone, Purchasing Analyst. No oral questions will be accepted.

- A. Questions shall be submitted via e-mail (solicitations@4j.lane.edu) or mailed to the attention of Julie Cone at Lane County School District 4J, Purchasing, 200 North Monroe Street, Eugene, Oregon 97402.
- B. No other contact regarding this request for proposal during the proposal evaluation process shall be permitted. Unauthorized contact regarding this request for proposal may subject the contacting vendor's proposal to rejection.

RIGHT TO RETAIN 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.

PUBLIC RECORDS

This RFP and one copy of each proposal received in response to it, together with copies of all documents pertaining to the award of a Contract, shall be kept by the District and made part of a file or record which shall be open to public inspection after the completion of the execution of the Contract Award (if any). If a proposal contains any information that is considered a trade secret under ORS 192.501(2), each sheet of such information shall be clearly marked with the following caption:

“This data constitutes a trade secret under ORS 192.501(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”

The District reserves the right without prejudice to reject any and all proposals.

PART I. STATEMENT OF WORK

PURPOSE OF RFP

Lane County School District 4J (District) wishes to establish contracts with one or more vendors to provide the Transportation Department with seven configurations of school buses with various fuel types:

1. School Bus (Type A), Wheelchair Equipped
2. White Activity Bus (Type A)
3. Front Engine Conventional (Type C)
4. Front Engine Conventional (Type C), Wheelchair Equipped
5. Rear Engine Transit (Type D)
6. Forward Engine Transit (Type D)
7. Forward Engine Transit (Type D), Wheelchair Equipped

Proposers may respond to the RFP for any combination or all seven models included in this solicitation. The District anticipates the approval of bond funds, with a portion allocated for new bus purchases. It is anticipated that the District will purchase 50-60 buses over the next 5 years or less. The District is not obligated to purchase a minimum number of any type of bus.

It is the intent of the District to issue contracts to multiple vendors. The contracts issued from this RFP will be for one year, with an option of four (4) annual renewals. This RFP is being written with the intent to be available for use by State, school districts, and other public agencies as a Permissive Cooperative Procurement, per ORS 279A.215.

SCOPE OF RFP

The District intends to purchase several buses over the next five years that meet the following seven criteria:

1. School Bus (Type A) yellow buses with a body capacity of 14-30 passengers, equipped with a lift, one wheelchair position, maximum passenger capacity, a wheelbase approximately 138-159 inches, and an overall length of approximately 231-289 inches.
2. Activity Bus (Type A) white buses with a body capacity of 14-30 passengers, seated for 14, a wheelbase approximately 138-159 inches, and an overall length of approximately 231-289 inches.
3. Front Engine Conventional (Type C) school buses with a body capacity of 77 passengers, a wheelbase approximately 259-280 inches and an overall length between 35-40 feet.
4. Front Engine Conventional (Type C) school buses with a body capacity of 35-60 passengers, a wheelbase within 158-219 inches and an overall length between 25-32 feet. These buses shall be equipped with a lift and configured for 22-48 passengers plus one to three wheelchair positions.
5. Rear Engine Transit (Type D) school buses with a body capacity of 84 passengers, seated for 78 and/or 84 passengers, a wheelbase within 259-277 inches, and an overall length of approximately 35-40 feet.

6. Forward Engine Transit (Type D) school buses with a body capacity of 84 passengers, seated for 78 and/or 84 passengers, a wheelbase within 211-232 inches, and an overall length of approximately 35-40 feet.
7. Forward Engine Transit (Type D) school buses with a body capacity of 35-60 passengers, a wheelbase within 136-193 inches and an overall length between 25-32 feet. These buses shall be equipped with a lift and configured for 22-48 passengers plus one to three wheelchair positions.

Part VII – Proposal Response Forms is a collection of seven individual fillable .pdf documents, each one containing a specific list of specifications for each classification above. Proposers must complete a Proposal Response Form for each bus type for which they are submitting a price/proposal. It is acceptable for Proposers to download and manually fill out the response forms, if desired. If you encounter difficulties with the forms, please contact solicitations@4j.lane.edu for assistance.

Responses submitted for this solicitation must have a pricing section that includes all specifications of each proposed bus, itemized pricing for items that are not standard equipment, and all descriptions should be written without abbreviations or industry codes.

Lane County School District may be trading in buses to offset the cost of the new buses. The District requires the successful Proposer give credit for each bus equivalent to its current Yellow Book value or better.

Each response to the seven criteria listed above shall include a manufacturer's seating diagram including measurements for body, seat spacing, and wheelchair positions (if equipped). If vendor has multiple suggestions or options for configuration, please include a seating diagram for each.

Each Proposer will be required to demonstrate a bus for each size/type that is an accurate example of the bus they are offering in their response, with only minor differences acceptable. The Proposer does not need to provide a new bus for the demo, but may provide one already in service with a customer. The demonstration will include a test drive and shop evaluation of the buses. These demonstrations will be for one Proposer at a time and will be scheduled starting May 21 - 9 am; May 22 - 9 am; and May 24 - 9 am. They will be assigned on a first come, first serve basis and Proposers should schedule their time as soon as possible after receiving the RFP document.

Please explain completely all warranty information for the buses, including body, power train, and accessories. Include details on how the District will obtain services covered by warranty, specifically including availability of local services for power train and air conditioning repair.

Delivery time of buses after receipt of order is extremely important. In your response please supply the anticipated delivery date of the initial order. Supply your standard delivery time for buses on future orders. At the time of delivery, a thorough inspection of each vehicle shall be completed. The District reserves the right to reject said vehicles if they fail to meet our specifications.

References for this RFP will require Proposers to list current cooperative purchasing agreements for similar buses they have with other Districts or agencies. Please include agency/district; contact name; telephone; e-mail; address; contract number; and dates of expiration. Proposers will also supply names of districts/agencies that own buses which were purchased from your company within the last 8 years,

and which have had an ongoing customer relationship with your company for those 8 years. The reference information will establish company reputation to include, but not be limited to, resolution of warranty issues, responsiveness to customer needs, and availability and delivery of parts orders.

BRAND NAME

Manufacturer's names and/or brand names used in these specifications are for the purpose of identification and a basis for quality, and do not expressly or implicitly require or in any way limit what brands may be quotes. Unless the Proposer states otherwise, it is understood that responses are submitted on the specifications as described in this solicitation. The District's decision of alternate acceptability is final.

SPECIAL TERMS AND CONDITIONS - LIQUIDATED DAMAGES

If vehicles ordered are not delivered at the designated time, initial order date or the standard delivery time on subsequent orders, the Proposer shall pay liquidated damages of \$100 per day for the first fourteen (14) days, including weekends, for each undelivered vehicle ordered. If the delivery delay extends past fourteen days, the damages of \$500 per day, including weekends, for each remaining day until delivery for each undelivered vehicle ordered. Liquidated damages will be deducted from the final invoice, at the District's sole discretion.

The Proposers shall not be responsible for damages caused by delay or failure to perform under the terms of the contract where such delay or failure is due to fire, strikes, Acts of God, legal acts of public authority or demands of the Government in time of war or national emergency.

BUS SPECIFICATIONS

The buses will meet the stated specifications and include the desired equipment, or equal. The District will determine what constitutes a product that is equal or superior to the items specified, and any such determination is final, as allowed per ORS 279B.215(1).

Part VII is the Proposal Response Form where Proposers will state whether they meet or exceed the bus specifications. If proposing an alternate solution to meet the specification, Proposer shall include a detailed explanation for these items. Proposers will also supply the following information for the bus they will be proposing: Make and Model of Bus Body, Equipped Seating Capacity, Length of Bus Body, Length of Wheel Base, Make and Model of Chassis, Manufacturer of Engine and Transmission, and Proposed Price.

ADDITIONAL OPTIONS

With change being a constant factor in the District's student transportation needs, vendors are requested to include in their response a complete list of options available for deletion from, the addition to, or alteration of the above specified seven buses. These options should include, but not be limited to: wheelbase lengths, engine sizes and fuel types, transmissions, warranties, engine governors, seats for driver and students, floor tracks, suspension, color for body and roof, air conditioning, chains, special needs lifts and accessories, types of lighting, luggage compartments for interior and exterior, and DVD systems. The proposal should include pricing for these options in a fixed price per addition/deletion, or a percentage discount on list pricing.

All Buses will comply with all federal and state requirements, must meet all FMVSS requirements, and the minimum standards for Oregon school buses.

PART II. PROPOSAL SUBMITTAL GUIDELINES

GENERAL

- A. The term "Vendor" or "Proposer" shall refer to the firm or individual submitting a proposal.
- B. All proposals must be submitted utilizing the pages provided herein for that purpose.
- C. Proposer may submit a proposal on any or all items as given in the specifications and/or any single item.
- D. Proposals shall have arrived (by mail or hand delivery) to the specific location within the time specified herein. FAX (facsimile) proposals are unacceptable. Delivery is the sole responsibility of the Proposer.
- E. By submitting a proposal, the Proposer certifies that the proposal has been arrived at independently and has been submitted without any collusion designed to limit competition.
- F. Prices entered in the pricing section shall represent the Proposer's net price per unit after all trade and cash discounts have been considered.
- G. The proposal submitted shall be signed in ink by a representative of the company authorized to bind the firm. Alterations or erasures shall be initialed in ink by the firm representative signing the document. Failure of the appropriate party to sign the proposal may result in no consideration being given to the proposal.
- H. The District is not liable for any cost incurred by a Proposer prior to issue of a contract.

PROPOSAL SUBMITTAL

One original and three copies of the sealed proposal shall be accepted until 2:00 pm, May 9, 2018, submitted to Julie Cone, Purchasing Analyst; Lane County School District 4J; Purchasing: 200 North Monroe; Eugene, Oregon 97402. Sealed proposals shall be labeled on the outside with "RFP 18-442 School Buses and Related Equipment". An electronic copy of the submission in .pdf format shall be sent to solicitations@4j.lane.edu with address line of "Submission- RFP 18-442 School Buses and Related Equipment", or provided with the response on a compact disk (CD) or a USB Flash Drive ("thumb drive"). The Hard Copy MUST BE SUBMITTED AND RECEIVED at the specified office location by the deadline to meet submission requirements. The electronic submission DOES NOT MEET submission requirements. In accordance with OAR 137-047-0450, the District confirms only the names of each Proposer will be read aloud at a public opening.

PROPOSAL FORMAT

Proposals should be prepared briefly and simply. They should contain a clear and concise description of what is being proposed and be fully responsive to all specific questions and concerns indicated in this RFP. The purpose of this format is to ensure uniformity of the information from each Proposer and to aid in clear understanding and evaluation of each proposal. Failure to submit a proposal in accordance with the provisions of this Section may be grounds to declare the proposal non-responsive. Failure to provide any information requested may result in rejection of your proposal. To provide consistency in the review of the proposals, firms are requested to prepare their responses in the format below:

Proposal is to include all required information to address items listed in this solicitation including information requested in PART V – Proposal Certifications and PART VI – Proposal Signature Page and is requested to be submitted in hard copy and electronic copy.

- A. Hard copy/Paper
 - 1. One (1) complete original, signed in ink
 - 2. Three (3) copies of the proposal
 - 3. Printed with a font size no smaller than 10 point on 8-1/2 x 11 size paper
 - 4. Elaborate art work, expensive paper, and expensive visuals are not necessary

B. Electronic

1. E-mail files as noted below to solicitations@4j.lane.edu or include files in original submission on compact disk (CD) or a USB Flash Drive ("thumb drive")
2. One (1) complete copy preferred in one file, but no more than three files
3. Unless otherwise noted above, proposal files should be submitted in PDF format

OFFER CONTENT

Proposal should be organized in the following order: Title Page/Cover Letter, PART V, PART VI, PART VII, Response to Requirements, References and any remaining information. Proposers are cautioned to provide as much detail as possible pertaining to their price, capabilities, and experience providing the services requested in this solicitation. Do not assume the District or evaluation team is familiar with the Proposer. Concise and direct answers are encouraged. The specifications, characteristics, and requirements listed in this solicitation are in no way to be considered to be exhaustive.

HARD COPY IS THE OFFICIAL SUBMISSION AND MUST MEET LISTED DEADLINE TO BE CONSIDERED

PART III.

PROPOSAL EVALUATION PROCEDURES

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 Section 137-046-0300 of the Oregon Attorney General's Model Public Contract Manual, in the event two or more proposals are for the same amount for the same work
- F. to reject all proposals and cancel the RFP, including after Notice of Intent, prior to contract issuance
- G. to award any or all parts of any proposal
- H. to request references and other data to determine responsiveness
- I. to award any or all parts of a solicitation
- J. to request interviews of highest or all Proposers
- K. to conduct discussions and negotiations, and request Best and Final offers per the provisions of OAR 137-047-0261 of the Oregon Attorney General's Model Public Contract Manual

PROPOSAL VALIDITY PERIOD

Each proposal shall be irrevocable for a period of ninety (90) days from the Proposal Opening Date.

CLARIFICATION OF PROPOSALS

After Opening, the District may conduct discussions with apparent Responsive Proposer(s) for the purpose of clarification and to assure full understanding of the Proposal.

NEGOTIATION

The District may only conduct Discussions or Negotiate with Proposers in accordance with ORS 279B.060(8). After Award of the Contract, the District may only modify an awarded Contract in accordance with District policy.

RESERVATION IN EVALUATION

The District selection committee reserves the right to either: a) request "Best and Final Offers" from the top tier vendors and award to the lowest priced, b) to re-assess the proposals and award to the vendor determined to best meet the overall needs of the District, or c) award to multiple vendors.

If the District receives offers identical in price, fitness, availability and quality, and chooses to award a contract, the District shall award the contract in accordance with Oregon Model Contract Rules Manual Section 137-046-0300.

COMPETENCY OF VENDOR

To enable the District to evaluate the competency and financial stability of a vendor, the qualifying and accepted vendor(s) shall, upon request, furnish such information as reasonably necessary.

PROTEST OF AWARD

In accordance with Oregon Model Contract Rules Manual Section 137-047-0740 any adversely affected Proposer has five (5) calendar days from the date of the written notice of intent to award to file a written protest.

SELECTION AND EVALUATION PROCESS

Proposals will be evaluated by a committee from the Financial Services and Transportation departments. Providers selected for final evaluation may be requested to make an oral presentation of their proposal. Such presentations provide an opportunity for the provider to clarify the proposal and to ensure mutual understanding.

EVALUATION FACTORS

Each Proposer's response and demonstration of bus(es) will be evaluated on the factors listed in the table below. There will be an evaluation for each bus type/size submitted.

	RFP 18-442 School Buses and Related Equipment	
	Evaluation Factors	
Item	Description	Points Possible
Quality of:	Body	25
	Chassis	25
	Special Equipment	25
Performance:	Driving	25
	Driver Ergonomics	20
	Passenger Comfort	10
	Environmental Controls	10
	Ease of Use of Special Equipment	10
	Engineering of Bus with regard to Ease of Access for PM and Repairs	40
Pricing:	Specified Unit and Options	50
Warranty for:	Body	10
	Power Train	20
	Accessories/Additions	5
Power Train Repair:	Availability of Local Repair/Service	20
A/C Repair:	Availability of Local Repair/Service	10
References for:	Responsiveness to Customer Needs	10
	Resolution of Warranty Issues	10
	Parts Orders-Availability/Delivery Time	10
Delivery Date:	Initial Order - Time After Receipt of Order	30
Trade-In:	Acceptance of Trades base on Yellow Book	10
RFP Response:	Completeness, Readability	25
	Total Points Possible	400

PART IV.
CONTRACT GENERAL TERMS AND CONDITIONS

1. GENERAL REQUIREMENTS

All proposers are required to comply with the provisions of Oregon Attorney General's Model Public Contract Rules, and the District Board Policy. The District reserves the right to reject any and all proposals received as a result of this request for proposal, or to negotiate separately with any source whatsoever in any manner necessary to serve the best interest of the District. The contents of the proposal of the successful vendor(s) will become the contractual obligation, if a contract ensues. Failure of the successful vendor(s) to accept these obligations may result in cancellation of the award. The selected vendor(s) will be required to assume responsibility for all services offered in their proposal whether or not produced by them. Further, the vendor will notify the District of the designated person who will be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

2. ORDINANCES, PERMITS, LICENSES

The contractor shall keep fully informed of local ordinances, state and federal laws in any manner affecting the work herein specified. The proposer shall comply with said ordinances, laws, regulations, and protect and indemnify the District, its officers, and agents against any claim or liability arising from, or based upon, the violations of any such laws, ordinances, or regulations.

All permits, licenses, and inspection fees necessary for the manufacture and delivery of the requested items shall be secured and paid for by the proposer.

3. WAIVER OF PROVISIONS

Contractor agrees that the waiver, acceptance, or failure by the District to enforce any provisions, terms or conditions of this contract shall not operate or be construed as a waiver of prior or subsequent breaches or the right of the District to thereafter enforce such provisions.

4. TERMINATION

4.1 For Default. This contract may be terminated by either party upon not less than seven (7) calendar days written notice should the other party fail substantially to perform in accordance with the terms and/or conditions of this contract or any supplements thereof. If Selected Proposer defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the District may terminate the contract, and at the District's option, obtain performance of the work elsewhere. If the contract is terminated for default, Selected Proposer shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the District resulting from such default(s) shall be deducted from any money due or coming due to Selected Proposer. Selected Proposer shall bear any extra expenses incurred by the District in completing the work, including all increased costs for completing the work, and all damage sustained, or which the District by reason of such default may sustain.

4.2 For Public Convenience. This contract may also be terminated by the District in the event that the project is permanently abandoned, as determined in the sole discretion of the District. The District may terminate the contract in whole or in part whenever the District determines, in its sole discretion, that such termination is in the interests of the District. Whenever the contract is terminated in accordance with this paragraph, the vendor(s) shall be entitled to payment for actual

work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the District at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the District.

5. CONTRACT BREACH

In the event of a breach by the proposer of any of the provisions of this contract, the District reserves the right to cancel and terminate this contract forthwith upon giving oral or written notice to the contractor.

6. DAMAGES

The proposer shall be liable for any damage to the District resulting from his refusal or failure to complete the work under this contract. Damages shall be those actually incurred and include the cost to obtain the contracted work elsewhere.

7. HOLD-HARMLESS AND INDEMNIFICATION

To the fullest extent of the law, the proposer will defend, indemnify, hold harmless and reimburse the District, its officers, board members, agents, and employees, from all claims, demands, suits, actions, penalties, damage expenses or liability of any kind including attorney's fees. To the extent that death or bodily injury to persons or damage to property arises out of the fault of the proposer, the proposer's indemnity obligation exists only to the extent it contributed to or caused such damage, whether or not such are contributed to or caused in any part by the District.

8. INSURANCE

The proposer shall maintain in force for the duration of this agreement a Professional Liability insurance policy shall be maintained for not less than \$3,000,000 per occurrence and \$5,000,000 in the aggregate, an Umbrella Insurance policy with limits not less than \$3,000,000, a Commercial General Liability, Automobile Liability (owned, non-owned and hired) Insurance policy(s) written on an occurrence basis with limits not less than \$2,000,000 per occurrence and \$3,000,000 in the aggregate naming the District, its employees, officials and agents as an additional insured as respect to work or services performed under this agreement. This insurance will be primary to any insurance the District may carry on its own.

Evidence of the above coverage issued by a company satisfactory to the District shall be provided to the District by way of a certificate of insurance before any work or services commence. A 30 day notice of cancellation or material change in coverage clause shall be included. Failure to maintain the proper insurance shall be grounds for immediate termination of this contract.

Workers' Compensation: The proposer shall provide and maintain workers' compensation coverage for its employees, officers, agents, or partners as required by applicable workers' compensation laws. The proposer shall provide a certificate of insurance to the District as evidence of coverage containing a 30 day notice of cancellation clause.

Equipment and Material: The proposer shall be responsible for any loss, damage, or destruction of its own property, equipment, and materials used in connection with the work.

Subcontractors: The proposer shall require all subcontractors to provide and maintain general liability, auto liability, professional liability (as applicable), and workers' compensation insurance

with coverages equivalent to those required of the general proposer in this contract. The proposer shall require certificates of insurance from all subcontractors as evidence of coverage.

Exception or Waivers: Any exception or waiver of these requirements shall be subject to review and approval from the District.

9. COPYRIGHTS

The proposer agrees to protect the District against all claims, suits, or proceedings for patent, trademark, copyright, or franchise infringement arising from the purchase herein. The proposer further agrees to assume all expenses and damages arising from such claims, suits, or proceedings.

10. LIENS, CLAIMS, OR ENCUMBRANCES

The proposer warrants and represents that all the goods and materials contained herein are free and clear of all liens, claims, or encumbrances of any kind whatsoever.

11. DELIVERY INFORMATION

Delivery shall be on any working day (Monday through Friday except holidays) as defined in the RFP. All deliveries are FOB DESTINATION, unless otherwise stated. The proposer agrees to bear all risks of loss, injury, or destruction of goods and materials ordered herein which occur prior to delivery and such loss, injury or, destruction shall not release the proposer from any obligation under this contract. No charges will be allowed for handling which includes, but is not limited to, packaging, wrapping, bags, containers, or reels, etc., unless specifically stated hereon.

12. DEFECTIVE ITEMS

The Proposer agrees to accept for credit, repair, or replacement, at no charge, any items received defective by the District or proven defective during the agreed warranty period, and to be responsible for ALL TRANSPORTATION costs for return thereof to the Proposer and, when repaired or replaced, the return thereof to the District. Any rejection of goods or materials, whether held by the District or returned, will be at the vendor's risk and expense.

13. DELIVERABLES

All goods or materials purchased herein are subject to the approval of the District. Any rejections of materials or services, whether held by the District or returned, will be at the proposer's risk and expense. All invoices and/or documents affecting this contract shall contain the applicable purchase order number. Pursuant to this contract, packing lists indicating the content therein shall be enclosed with each and every shipment.

14. TIME OF DELIVERY

All deliveries are to be made according to the delivery schedule stated herein. No exception to the delivery schedule shall be allowed unless prior written approval is first obtained from the District Purchasing Department. Time of delivery is of the essence and the District reserves the right to cancel any undelivered portion of any order for failure to deliver on time. Any failure of delivery may be considered a breach of this contract and damages calculated according to the provisions of this contract.

15. REPRESENTATIONS AND WARRANTIES

AUTHORITY; BINDING OBLIGATION. Contractor represents and warrants that (i) Contractor has the power and authority to enter into and perform the Contract; and (ii) the Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in

accordance with its terms.

WARRANTY ON SERVICE STANDARDS. Contractor represents and warrants that: (i) Contractor shall perform all Services in accordance with the highest applicable professional and/or industry standards using only materials and workmanship of first quality; (ii) Contractor shall at all times during the term of the Contract utilize only personnel to perform the Services who are qualified, competent, licensed and certified; (iii) at all times during this Contract, Contractor shall be qualified, competent and current with any necessary licenses to perform the Services; and (iv) all subcontractors, if any are authorized and have been paid in full prior to Contractor's receipt of payment under the Contract.

16. CONTRACT PAYMENTS

All payments to the proposer shall be remitted through the District's normal accounts payable procedures and schedules. Furthermore, the provisions or moneys due under this contract shall not be assignable. In the event that the District is entitled to a cash discount, the period of computation shall commence on the date of delivery, or receipt of correctly completed invoices, whichever is LATER. If an adjustment in payment is necessary due to damage, the cash discount period shall commence on the date final approval for payment is authorized. As a prerequisite, invoices must reflect agreed upon list price and extension. **All invoices shall be sent to Eugene School District 4J, Attention: Accounts Payable, 200 N. Monroe, Eugene OR, 97402-4295.**

17. WITHHOLDING PAYMENT

In the event the District determines that Selected Proposer has failed to perform any obligation under this contract within the times set forth in this contract, then the District may withhold from amounts otherwise due and payable to Selected Proposer the amount determined by the District as necessary to cure the default, until the District determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Selected Proposer to termination or damages, provided that the District promptly gives notice in writing to Selected Proposer of the nature of the default or failure to perform, and in no case more than ten (10) days after it determines to withhold amounts otherwise due.

18. RIGHT TO AUDIT

The District reserves the right to audit, at reasonable times and places, the books and records of any proposer who has submitted cost or pricing data according to the terms of a contract, to the extent that such books and records relate to such cost or pricing data. Any vendor who receives a contract, for which cost or pricing data are required, shall maintain such books and records that relate to such cost or pricing data for three (3) years from the date of final payment under the contract.

19. PRICING

During the period of the contract, the District reserves the right to perform a spot market analysis to ensure competitive prices are obtained. As part of this analysis, the District can go elsewhere for an item or items if a lower price can be obtained. The proposer has a pre-emptive right to honor the lower price for this item if it wishes.

Prior to the end of a contract year, if a contract extension is available, the District will perform an annual review of the program to determine if the program has performed successfully. If the review results are successful, the District will offer a one year extension to the contract. Renewal periods are the only opportunity for price increases. Pricing for services should increase no more than the US Urban Consumer Price Index annually. Any price increase over the US Urban Consumer

CPI shall be justified in writing with documents supporting the reason for the increase. Any price decreases experienced during the contract period shall be passed on to the District immediately.

20. DISTRICT PERSONNEL

No officer, agent, consultant, or employee of the District shall be permitted any interest in the contract.

21. CONTRACT ALTERATIONS

No alteration in any of the terms, conditions, time, delivery, price, quality, quantities, or specifications will be effective without the prior WRITTEN consent of Purchasing.

22. ORDER OF PRECEDENT

In the event of ambiguity, preference shall be in this order: Statement of Work, General Terms and Conditions, the solicitation document, then the proposal document. For discrepancies between this contract and the Oregon Attorney General's Model Public Contract Rules Manual, preference shall be given first to Board Policy then the Rules Manual.

23. OTHER GOVERNMENT AGENCIES

Pursuant to ORS 279A.215 "Permissive Cooperative Procurements" other government agencies shall have the power to establish contracts under the terms, conditions, and prices of the original contract if the Selected Proposer (contractor) agrees. No material change may be made in any terms, conditions, or pricing from those established in the original contract between the District and Selected Proposer.

24. 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 up-grading, 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 forthwith 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.

25. PROVISIONS BY REFERENCE

The following provisions of the Oregon Revised Statutes are conditions or clauses of this text and incorporated by reference. Copies of the full text are available upon request.

279B. 220	CONDITIONS CONCERNING PAYMENT, CONTRIBUTIONS, LIENS, WITHHOLDING
279B. 235	CONDITIONS CONCERNING HOURS OF LABOR; COMPLIANCE WITH PAY EQUITY PROVISIONS; EMPLOYEE DISCUSSIONS OF RATES OF PAY OR BENEFITS
279B. 230	CONDITION CONCERNING PAYMENT FOR MEDICAL CARE AND PROVIDING WORKERS' COMPENSATION

26. HAZARDOUS MATERIALS

Orders will not be accepted if they contain any hazardous materials and arrive without labeling and safety data sheets (SDS, essentially similar to Form OSHA 20) meeting Oregon Administrative Rule 437-Division 2, Subdivision Z, Appendix C and D.

27. RECYCLABLE PRODUCTS

Vendors shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document (ORS 279B.270(2)). Preference for the purchase of recycled materials shall be in accordance with ORS 279A.125.

28. USE OF TOBACCO PRODUCTS

Smoking and the other use of tobacco products is prohibited on all District property, pursuant to OAR 581-021-0110.

29. FINGERPRINTING

Individuals with whom the District contracts with, or any employee, agent or subcontractor of Provider who will have direct, unsupervised contact with students, shall be required to submit fingerprints and to undergo a state and nationwide fingerprinting and criminal history records check, in accordance with the provisions of ORS 326.603 and ORS 326.607. Individuals or Proposer, and not the District, shall be responsible for the fees associated with fingerprinting and the criminal history records check, not to exceed the actual costs.

30. INDEPENDENT CONTRACTOR

The Proposer is an independent contractor, not an agent of the District, and nothing in this relationship shall be construed as creating a partnership, joint venture, franchise, agency, or employment relationship between the Proposer and the District. Neither the Proposer nor the District shall have the authority to make any statements, representations, nor commitments of any kind or to take any action binding the other except as provided for herein or authorized in writing by the party being bound.

31. DISPUTE RESOLUTION

31.1 Litigation. Any claim, action, suit, or proceeding (collectively, "Claim") between the District and Selected Proposer that arises from or relates to this contract shall be brought and conducted solely and exclusively within the Circuit Court of Lane County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for District of Oregon. In no event shall this section be construed as a waiver by the District of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. **SELECTED PROPOSER BY EXECUTION OF THIS CONTRACT HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF THE COURTS REFERENCED IN THIS SECTION 31.1.**

31.2 Governing Law. This contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflict of laws.

32. DEBARMENT CERTIFICATION.

The Contractor certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Contract by any Federal department or agency. If requested by the School District, the Contractor shall complete a

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the Contractor for this Contract shall be incorporated into this Contract by reference.

33. TAXES

The District is tax exempt. All taxes shall be the responsibility of the Proposer.

34. NON-APPROPRIATION OF FUNDS

If the District's legislative body or other funding authority does not appropriate funds for contract payment for contract year or any subsequent appropriation period and District does not otherwise have funds available to lawfully pay the contract payments ("Non-Appropriation Event") District may, subject to the conditions herein and upon prior written notice to Responder ("Non-Appropriation Notice"), effective 60 days after the later of Responder's receipt of same or the end of the District's appropriation period ("Non-Appropriation Date"), terminate the contract and be released of its obligation to make all contract payments due after the Non-Appropriation Date. As a condition to exercising its right under this addendum, District shall: (1) provide in the Non-Appropriation Notice a certification of responsible official that the Non-Appropriation Event has occurred, and (2) pay Responder all sums payable to Responder under the contract for services received, excluding termination fees, up to the Non-Appropriation Date.