

INTERMEDIATE SOLICITATION DOCUMENT (ISD)

FOR

CUSTODIAL CLEANING EQUIPMENT

EUGENE PUBLIC SCHOOLS
LANE COUNTY SCHOOL DISTRICT 4J
EUGENE, OREGON

Due Date:	June 9, 2022
Time:	2:00 pm
Contact:	Belinda Wilton
Telephone:	541-790-7414

Mailing Address:	Eugene School District 4J Facilities Management 715 W 4th Ave Eugene, Oregon 97402
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FAXED QUOTATIONS NOT ACCEPTED

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LANE COUNTY SCHOOL DISTRICT 4J

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For more information or for clarification of any part of this ISD, including Technical Specifications, the District point of contact is Belinda Wilton, Facilities Management, Eugene School District No. 4J, 715 W 4th Ave, Eugene OR, 97402, Telephone (541) 790-7414 OR FAX (541) 790-7404. Questions must be in writing and must be submitted NO LATER THAN June 2, 2022

PART I
STATEMENT OF WORK

DESCRIPTION

The purpose of this Intermediate Solicitation Document (ISD) is to establish a contract with a qualified vendor(s) to provide custodial cleaning equipment for the District.

SCOPE OF PROJECT

This is for a one-time purchase.

The quantities listed for each piece of equipment will be purchased in a single buy. In addition, given the availability of funding, equipment may be purchased on an as needed basis during the contract period.

The quantities listed reflect a maximum quantity of each piece of equipment, and will be purchased in a single buy. Once responses are received, quantities of each piece of equipment will be finalized. If applicable, please provide quantity-based price breaks at specific intervals, in the event we end up purchasing less than the stated quantities.

Contractor shall be authorized as a warranty service center and provide sales for related parts. Please provide discount off retail price for parts _____%

Proposal must include warranty specifications.

ADDITIONAL INFORMATION

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 priced. Unless the respondent states otherwise, it is understood that quotations are submitted on the exact specifications as described in the request for quotation. If providing an alternate to brand specified, a demonstration unit will need to be provided upon request. Demonstration unit would need to be delivered within one week of request. The School Board or its representative's decisions of alternate acceptability is final.

Award of contract will be to one or more vendors.

All deliveries are to be made to the Custodial Department, 200 North Monroe Street, Eugene, Oregon 97402 between the hours of 8:00 am. and 3:30 pm.

**PART II
SPECIFICATIONS AND PRICING**

<u>Qty</u>	<u>Item</u>	<u>Specification</u>	<u>Unit Price</u>
15	Backpack Vacuum with 1 ½” Tool Kit (Sandia Whisper Raven or equal)		\$ _____
	Weight	11 lbs	
	Height	23 in.	
	Capacity	10 qt.	
	Liner	Cloth bag with Micro Bag Paper Liner	
	Airflow	120 cfm	
	Power	1122 watts 1.5 HP, 2 stage	
	Decibel Rating	61dBA	
	Amps	9.6A	
	Volts	115v	
	Static/Lift	95”	
	Carpet Floor Tool	14” Scalloped	
	Hard Floor Tool	14” Nylon bristled	
	Upholstery Tool	5”	
	Dust Brush	3”	
	Crevice Tool	11”	
	Wand	Two piece aluminum	
	Extension Cord	50 ft. safety yellow or orange	
15	Upright Vacuum (ReliaVac 16HP or equal)		\$ _____
	Motor	115v, 60 Hz, 7 amp	
	Impellor Fan	Heavy duty plastic w/ free replacement lifetime warranty	
	Collection Bag	14.8 L, top fill cloth dust bag, shake-out, non-zippered	
	Brush Roller Assy	Aluminum Core, replaceable brush strips	
	Intake Nozzle	16.5 in.	
	Power cord	50 ft. Safety Orange or Yellow	
	Base Height	6 in.	
	Overall Height	45 in.	
	Weight	18 lbs.	
	Magnetic Pick-up Bar	Included	
	Handle adjustment	3 position	
	Pile height adjustment	6 position Dial-A-Nap selector switch	
15	Wet/Dry Vacuum (Windsor Recover 18 or equal)		\$ _____
	Motor	1.8hp, 1380W, 120V, 60Hz, 10 Amp	
	Water Lift	80in	
	Airflow	142cfm	
	Tank Capacity	18 gallon	
	Power Cord	50’ 3-Prong; Safety Orange or Yellow	
	Squeegee	24.5” front mount, forward and reverse operation	
	Squeegee Activation	Hand-operated lift lever, self-adjusting	
	Power cord	50 ft. Safety Orange or Yellow	
	Dimensions (L, W, H)	Length – 35.5”, Width – 24.5”, Height – 37.5”	
	Weight	64lbs (empty, with cord and wand)	
	Hose	8’	
	Tool Kit	Wand w/ floor squeegee; on-board tool storage w/ drip tray	
	Wheels	Front – 4” Swivel casters; Rear – 2” x 10” Wheels	
	Tank Emptying	Rear gravity drain hose, no-tip 100% evacuation of solution	

<u>Qty</u>	<u>Item</u>	<u>Specification</u>	<u>Unit Price</u>
6	Portable Carpet Extractor with Spot and Upholstery Tool (Sandia Super Spot Extractor - Model 50-3001 or equal)		\$ _____
	Tank Size (solution)	3 gallon Roto-Molded Polyethylene	
	Tank Size (recovery)	3 gallon Roto-Molded Polyethylene	
	Vacuum Motor	2-stage; 7.3 amp Super Spotter Motor (10-0366-COM)	
	Airflow	103cfm	
	Water Lift	95"	
	Solution Pump	55 PSI, Flojet	
	Power Cord	20 ft 16/3-Guage Safety	
	Voltage	115v	
	Weight	20 lbs	
	Portability	Slide-out handle with built in wheels	
	Spot and upholstery Hand Tool	Stainless Steel	
	Hose length	7 ft vacuum hose with 7 ft external solution hose	
3	16" Cylindrical Automatic Floor Scrubber (Tornado BR 16/3 equal or better)		\$ _____
	Working Width	16"	
	Brushes	2-16" Cylindrical, Red High-Low Grout Brush (#K5762125)	
	Brush Speed	660RPM	
	Brush Motor	1.5 HP, 1100 W, 14 A	
	Down Pressure	88 lbs	
	Solution Tank Capacity	3 Gallons	
	Recovery Tank Capacity	3 Gallons	
	Vacuum Motor	.67 HP, 500W, 4 A	
	Deck Height for Clearance	15"	
	Dimensions (L x W x H)	21" x 19" x 15"	
	Weight	67 lbs	
	Noise Level	71 dBA	
	Additional Brushes	2-16" Cylindrical, Grey Grit (#K5732126)	
15	17" Carpet Encapsulation Counter Rotating Brush Machine (Windsor iCapsol Mini or better)		\$ _____
	Cleaning Width	17"	
	Brush Length	2 x 16", off-set, counter-rotating, pile lifting brushes	
	Brush Diameter	3.5"	
	Brush Speed	470 rpm	
	Brush Material and Pattern	Nylon, 12 Row Chevron Pattern, special bristle trim Tool free brush removal	
	Debris Bin	Slide-out, tool free removal	
	Motor	.5hp, 370 watts, 7amp	
	Wheels	3", grey non-marking	
	Power Cord	40'	
	Decibel Rating	67.7dBA	
	Power Relay	Prevents unintentional start-up	
	Operating Height	Variable, floating handle for operator comfort	
	Dimensions (l, w, h)	Length – 15.25"; Width – 18"; Height – 45.5"	
	Weight	48lbs	

<u>Qty</u>	<u>Item</u>	<u>Specification</u>	<u>Unit Price</u>
2	21" Propane Powered Floor Burnisher (Betco Optima QT 21" or equal)		\$ _____
	Pad Size	21"	
	Engine	603cc Kawasaki V-Twin	
	Engine Speed	3600 RPM	
	Catalytic Muffler	Included	
	Clutch	Centrifugal Clutch	
	Pad Speed	1,800 rpm	
	Propane Tank	20lbs Capacity, 80% Safety Fill	
	Low oil shut-off	Included	
	Hour Meter	Included	
	Sound Level	88dBA	
	Productivity Rating	25,000ft ² /hr	
	Agency Approvals	EPA, C.A.R.B. Listed	
	Weight	226lbs	
	Dimensions (L,W,H)	Length – 40in, Width – 22.5in, Height – 32in	
	Starting	Key-switch electric start (12V battery included)	
	Oil drain	Easy access with attached drain hose	
	Deck Height	Low-profile for under-counter access	
	Emissions Control	Onboard Emissions Monitoring System	
1	27" Propane Powered Floor Burnisher (Betco Optima QT 27" or equal)		\$ _____
	Pad Size	27"	
	Engine	603cc Kawasaki V-Twin	
	Engine Speed	3600 RPM	
	Catalytic Muffler	Included	
	Clutch	Centrifugal Clutch	
	Pad Speed	1,350 rpm	
	Propane Tank	20lbs Capacity, 80% Safety Fill	
	Low oil shut-off	Included	
	Hour Meter	Included	
	Sound Level	88dBA	
	Productivity Rating	40,000ft ² /hr	
	Agency Approvals	EPA, C.A.R.B. Listed	
	Weight	246lbs	
	Dimensions (L,W,H)	Length – 47in, Width – 29.5in, Height – 32in	
	Starting	Key-switch electric start (12V battery included)	
	Oil drain	Easy access with attached drain hose	
	Deck Height	Low-profile for under-counter access	
	Emissions Control	Onboard Emissions Monitoring System	

<u>Qty</u>	<u>Item</u>	<u>Specification</u>	<u>Unit Price</u>
2	20" Sit-on Riding Automatic Scrubber (Advance SC2000 X20D Micro Rider Scrubber Model 56384072 or equal)		\$ _____
	Cleaning path	20"	
	Pad Driver/ Brush	1 x20" pad driver	
	Voltage	24 volts	
	Brush Motor	.6 hp, 450 watts	
	Brush Speed	155 rpm	
	Scrub head/ squeegee lift	Actuator	
	Pad Pressure	33/66 lbs	
	Solution Capacity	18.5 gal	
	Recovery Capacity	18.5 gal	
	Drive Motor	.6hp, 400W	
	Working Speed	3.7 mph	
	Noise level	68 dba/62 dba	
	Vacuum Motor	.42 hp, 310 Watt	
	Water Lift	39 in	
	Electrical System	24V 2x12V 140 A/H AGM	
	Charging System	On-board charger, preset for AGM Batteries	
	Gross Weight	754 lbs	
	Dimensions (L x W x H)	50" x 22" x 40"	
33	Doodle Scrub Deluxe with Extra Battery (SS EBG-9-DLX-BAT2 or equal)		\$ _____
	UL/SCS/CE Certified	Yes	
	Base weight w/o weights	19lbs	
	Total assembled weights	21lbs	
	Maximum weight capacity	21lbs	
	Powder Coated Steel Frame	10 gauge	
	Operating Sound Level	59db	
	Voltage	42v	
	Pad Size	5.25in x10.5in	
	Number of Isolators	4	
	Oscillations	4100/minute	
	Stone Care Capable	Yes	
	Kit to include the following:		
	Battery Doodle Scrub EBG-9	Included	
	Extra Battery Handle	Included	
	Carry Strap	Included	
	Handle Trigger	Included	
	Doodle Skate	Included	
	Blue Driver Pads	4ea Included	
	White Driver Pads	4ea Included	
	SHO Pads	2ea Included	
	SQP Pads	4ea Included	
	White Pad	Included	
	Tile and Grout Pads	2ea Included	
	Xtreme Sponge pad	Included	
	Doodle Scrub Battery Charger	Included	

<u>Qty</u>	<u>Item</u>	<u>Specification</u>	<u>Unit Price</u>
14	Square Scrub Pivot 14"x20" (Square Scrub EBG-20/C or equal)		\$ _____
	UL/SCS/CE Certified	Yes	
	Base weight w/o weights	106lbs	
	Total assembled weights	156lbs	
	Maximum weight capacity	232lbs	
	Powder Coated Steel Frame	10 gauge	
	Stainless Stee Base	7 gauge	
	3/4" Solid Steel Axle	Included	
	Adjustable Handle	Included	
	6" x 2" Non-Marking Wheels	Included	
	Motor	3450 1.5hp	
	Operating Sound Level	69db	
	Power Cord	50ft/14gauge	
	Lighted Plug	Included	
	Amp Draw	6.9amps	
	Pad Size	14in x20in	
	Number/thickness of Isolators	4ea @ 2.25"	
	Oscillations	3450/minute	
	Removeable Weight Kit	Included	
	Vibration Reducing Handle	Included	
	Noise Reducing Weight Spacers	Included	
	Stone Care Capable	Yes	
	Carpet and Rug Institute Certified	Yes	
	Dust Containment Kit	Included	
	Built-in Hour Meter	Included	
1	LOT option pricing (including all items above)		\$ _____

Prices priced shall be F.O.B. destination.

PART III
INTERMEDIATE SOLICITATION DOCUMENT (ISD)
SUBMITTAL AND EVALUATION PROCEDURES

1. GENERAL

- A. The term “contractor”, or “vendor” shall refer to the firm or individual submitting an ISD.
- B. All ISDs must be submitted on the form provided herein for this purpose.
- C. ISD shall arrive (by mail or hand delivery) within the time specified in the notice below. **FAX (facsimile) proposals are unacceptable.**
- D. Prices entered in the pricing section shall represent the Offeror’s net price per unit all trade and cash discounts have been considered.
- E. The ISD 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.
- F. The District is not liable for any cost incurred by a vendor prior to issue of a contract.

2. 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 here in.
- 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.
- 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.

3. ISD VALIDITY PERIOD

Each ISD shall be irrevocable for a period of ninety (90) days from the ISD opening date and each vendor so agrees in submitting an ISD.

4. ISD SUBMITTAL

ISD are to be submitted in one copy on the forms provided, signed and returned to: Eugene School District Attention: Belinda Wilton, 715 W 4th Ave., Eugene, OR 97402. Each ISD must be submitted in a sealed opaque envelope and designated as “**ISD: Custodial Cleaning Equipment**”. The name and address of the vendor must appear on the outside of the envelope.

Vendors shall certify to non-collusion practices on the Signature Page included as part of the ISD. The signature Page must be executed by the member, officer or employee of the offeror who makes the final decision on prices and the amount offered in the ISD.

Offerors shall certify to non-discrimination in employment practices on the form, included as part of the ISD. By submitting an ISD, the offeror 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.

Offeror shall indicate, on the ISD, where provided, the offeror status as a “resident” or “non-resident” in accordance with OAR 279.029 and ORS 279.025.

5. INQUIRIES

Questions or comments regarding this Intermediate Solicitation Document (ISD) or related technical issues should be directed in writing to "Belinda Wilton: Custodial Equipment ISD Inquiry", at the address or FAX number below.

PART IV
CONTRACT GENERAL TERMS AND CONDITIONS

1. GENERAL REQUIREMENTS

All Offerors 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 Offers received as a result of this ISD, or to negotiate separately with any source whatsoever in any manner necessary to serve the best interest of the District. The contents of the Offer of the successful Contractor(s) will become the contractual obligation, if a contract ensues. Failure of the successful Contractor(s) to accept these obligations may result in cancellation of the award. The selected Contractor(s) will be required to assume responsibility for all services offered in their Offer whether or not produced by them. Further, the Offeror 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 Offeror shall comply with said ordinances, laws, regulations, and protect and indemnify the District, its officers, and agents against any claim or liability arising or based upon, the violations of any such laws, ordinances, or regulations.

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. CANCELLATION

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. This contract may also be terminated by the District in the event that the project is permanently abandoned.

5. CONTRACT BREACH

In the event of a breach by the Offeror 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 Offeror shall be liable for any damage to the District resulting his refusal or failure to complete the work under this contract.

7. HOLD-HARMLESS AND INDEMNIFICATION

To the fullest extent of the law, the Offeror 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 Offeror, the Offeror'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 Offeror shall maintain in force for the duration of this agreement a Commercial General Liability, Automobile Liability (owned, non-owned and hired) Insurance policy(s) written on an occurrence basis with limits not less than \$1,000,000 per occurrence and \$2,000,000 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. If the District requires Professional Liability coverage, the terms, conditions, and limits must be approved by the District's Risk Manager.

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 Offeror shall provide and maintain workers' compensation coverage for its employees, officers, agents, or partners as required by applicable workers' compensation laws. The Offeror 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 Offeror shall be responsible for any loss, damage, or destruction of its own property, equipment, and materials used in connection with the work.

Subcontractors: The Offeror shall require all subcontractors to provide and maintain general liability, auto liability, professional liability (as applicable), and workers' compensation insurance with coverage's equivalent to those required of the general Offeror in this contract. The Offeror 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's Risk Manager.

9. COPYRIGHTS

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

10. LIENS, CLAIMS, OR ENCUMBRANCES

The Offeror 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) between the hours of 8:00 am. And 3:00 pm. All deliveries are FOB DESTINATION, unless otherwise stated. The Offeror 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 Offeror 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 Offeror 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 Offeror 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 Offeror'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. WARRANTY

The Offeror warrants all articles supplied under this contract to conform to specifications herein, to be fit and sufficient for the purpose manufactured, merchantable, of good material, workmanship, and Free from defects.

AUTHORITY; BINDING OBLIGATION

Contractor represents and warrants that Contractor has the power and authority to enter into And perform the Contract; and 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: 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 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 Offeror shall be remitted by mail. The district shall not honor drafts, nor accept goods on a site draft basis. 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 by email to acctspayable@4j.lane.edu or by mail to Eugene School District No. 4J, Attention: Accounts Payable, 200 N Monroe, Eugene OR, 97402.**

17. RIGHT TO AUDIT

The District reserves the right to audit, at reasonable times and places, the books and records of any Offeror 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.

18. 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 Offeror has a pre-emptive right to honor the lower price for this item if it wishes.

19. DISTRICT PERSONNEL

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

20. 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.

21. 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 Quotation document. For discrepancies between this contract and the Oregon Attorney General's Model Public Contract Rules Manual, preference shall be given to Board Policy then the Rules Manual.

22. OTHER GOVERNMENT AGENCIES

Pursuant to ORS 279A.215 other government agencies may join together with the District to add their requirements. Said agency/agencies shall have the power and authority to contract directly with the successful vendor(s) under the terms of this contract.

23. NON-DISCRIMINATION CLAUSE

The Offeror 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; 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.

24. 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 OF PUBLIC CONTRACTS CONCERNING PAYMENT OF LABORERS AND MATERIALMEN, CONTRIBUTIONS TO INDUSTRIAL ACCIDENT FUND, LIENS AND WITHHOLDING TAXES

279B.235
279B.230

**CONDITIONS CONCERNING HOURS OF LABOR
CONDITIONS CONCERNING PAYMENT FOR MEDICAL CARE
AND PROVIDING WORKERS' COMPENSATION**

25. HAZARDOUS MATERIALS

Orders will not be accepted if they contain any hazardous material and arrive without labeling meeting Oregon Administrative Rule 437-155-0200 (OSHA Hazard Labeling Rules). The shipment must also include Material Safety Data Sheets (MSDS) essentially similar to form OSHA 20, as required by Rule 437-155-0025.

26. 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.

27. USE OF TABACCO PRODUCTS

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

28. FINGERPRINTING

All individuals with whom a Contractor/Business contracts, or any employee, agent or subcontractor of a Contractor must undergo a preliminary background check with the District. Individuals who will have direct, unsupervised contact with students shall also be required to submit fingerprints and to undergo a state and nationwide fingerprinting and criminal history records check pursuant to ORS 326.603 and ORS 326.607. The Oregon Department of Education provides such fingerprinting services for Contractors. Individuals, or the Contractor, and not the District, shall be responsible for the fees associated with fingerprinting and the criminal history records check, not to exceed the actual cost. Note: ODE charges \$66 for the background check and there is an additional \$12.50 fee to have fingerprints completed for the background check. <http://www.4j.lane.edu/hr/icbackgroundprocess/>

29. DISPUTE RESOLUTION

29.1 Litigation. Any claim, action suit or proceeding (collectively, "Claim") between District and Contractor 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 the District of Oregon. In no event shall this section be construed as a waiver by the District of any amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. CONTRACTOR B EXECUTION OF THIS CONTRACT HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF THE COURTS REFERENCED IN THIS SECTION 29.1.

29.2 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.

PART V
CERTIFICATIONS

NON-DISCRIMINANT 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 offer.

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: _____

PART VI
SIGNATURE PAGE
CUSTODIAL CLEANING EQUIPMENT
LANE COUNTY SCHOOL DISTRICT NO. 4J

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 an offer, 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 offer 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 Offer may disqualify the vendor as being non-responsive.

The undersigned certifies that the offer 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 offer:

Addenda: No. _____ to No. _____ inclusive.

We therefore offer and make this offer on furnishing the requested equipment and/or services at the prices indicated herein in fulfillment of the specifications of Lane County School District No. 4J.

Name of Firm: _____

Address: _____

Telephone: _____ FAX Number: _____

E-Mail Address: _____

Federal ID Number: _____

By: _____ Date: _____

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

Typed: _____

If corporation, attest: _____

(Corporate Officer)