



**REQUEST FOR PROPOSAL**  
**Solicitation # 26-502**  
**Produce Products**

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**Proposals due Wednesday, July 22, 2026, 4:00pm local time**

Proposals and supporting documentation are to be submitted to:

[purchasing@4j.lane.edu](mailto:purchasing@4j.lane.edu)

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*Contact Information*

Dustin Hayden, Purchasing Analyst  
Eugene School District 4J, Purchasing Office  
200 North Monroe Street  
Eugene, OR 97402

**[purchasing@4j.lane.edu](mailto:purchasing@4j.lane.edu)**

## TABLE OF CONTENTS

SECTION 1	INSTRUCTION TO PROPOSERS	4
SECTION 2	INTRODUCTION AND BACKGROUND INFORMATION	10
SECTION 3	SCOPE OF WORK	11
SECTION 4	PROPOSAL EVALUATION PROCEDURES	18
SECTION 5	PROPOSAL SUBMITTAL PROCEDURES	21
SECTION 6	GENERAL PROVISIONS	23
SECTION 7	INSURANCE REQUIREMENTS	32
ATTACHMENT A	ADDITIONAL REPRESENTATIONS	34
ATTACHMENT B	REFERENCES	36
ATTACHMENT C	SIGNATURE PAGE	37
ATTACHMENT D	PRICE PROPOSAL WORKSHEET	39
ATTACHMENT E	TAX CLASSIFICATION	40
ATTACHMENT F	VENDOR DELIVERY AND HISTORY SHEET	41
ATTACHMENT G	ADDITIONAL PROPOSAL CONSIDERATIONS	43
ATTACHMENT H	CERTIFICATION REGARDING FEDERAL MATTERS	45
ATTACHMENT I	CLEAR AIR AND WATER CERTIFICATE	47
ATTACHMENT J	CERTIFICATION REGARDING LOBBYING DISCLOSURE	48
ATTACHMENT K	CERTIFIED DISADVANTAGED BUSINESS OUTREACH PLAN	51
ATTACHMENT L	DISTRICT GOODS AND SERVICES CONTRACT DRAFT	53

## REQUEST FOR PROPOSAL

### General Information

Notice is hereby given that proposals will be accepted for the following items and/or services by Eugene School District 4J:

Materials/Service	Date Due	Time	Delivery
Produce Products	July 22, 2026	4:00 p.m.	<a href="mailto:purchasing@4j.lane.edu">purchasing@4j.lane.edu</a>

Vendors who demonstrate an ability to meet the enclosed requirements, specifications, and timelines are invited to submit a proposal as specified herein.

### Method of Award

The District intends to enter into one or more one (1) year professional service agreement(s) to start after the completion of the 2025-26 academic year. Agreements may be extended for up to four (4) additional one (1) year periods, at the option of the District, after an annual evaluation of services.

### Proposal Submission

Each Proposer shall submit a proposal in specified file format by email to [purchasing@4j.lane.edu](mailto:purchasing@4j.lane.edu). Electronic proposal must be received via email no later than July 22, 2026 AT 4:00 PM LOCAL TIME. Proposals delivered after the deadline will not be accepted. Proposals submitted will remain confidential in nature until Notice of Intent to Award has been issued by the District. Proposer shall submit offer using the attachments provided in accordance with the instructions provided herein. Proposer's Signature Page form shall be completed and signed by a person authorized to bind the Proposer.

Questions and comments regarding this Request for Proposal, its terms and conditions should be directed to Dustin Hayden, Purchasing Analyst by email [purchasing@4j.lane.edu](mailto:purchasing@4j.lane.edu). Please review the enclosed document carefully.

### Timeline

<u>Deadline</u>	<u>Event</u>
June 22, 2026	Issue Request for Proposal
July 6, 2026 (4 p.m.)	RFP questions due
July 13, 2026	Release of Addendum to RFP, if appropriate
July 22, 2026 (4 p.m.)	Proposals Due (email)
July 29, 2026	Notice of Intent to Award (email to each Proposer)
August 5, 2026 (12:00 p.m.)	End of Protest Period
August 2026	Contracts signed upon 4J Board Approval

The District will make every effort to administer the proposal process in accordance with the Timeline. However, the District reserves the right to modify the proposal process and dates as deemed appropriate.

## SECTION 1

### INSTRUCTION TO PROPOSERS

These instructions outline the offer submission procedures, evaluation of offers, and the award of a contract. The term “District” refers to the Eugene School District 4J. The term “Proposer” refers to any entity submitting an offer in response to this solicitation. The term “Vendor” refers to any Proposer(s) awarded a contract.

#### 1.1 Solicitation review

Proposer must carefully review this document and is responsible for knowing and understanding the terms and conditions included in or applicable to this document. Unless defects, ambiguities, omissions or errors are brought to District’s attention in advance of the date the proposal is due, protests or appeals based on such defects, ambiguities, omissions, or errors will not be favorably considered.

#### 1.2 Change, clarification or protest

Proposers may request changes or clarification to, or must protest the contract terms and conditions or the specifications of the RFP. Proposer’s comments must be e-mailed to and received by District by the date listed on the Timeline to allow enough time for issuance of an addendum, if required. Such comments shall include:

- A detailed statement of the legal and factual grounds for the change, clarification, or protest; and
- A description of the resulting prejudice to the proposer; and
- A statement of the form of relief requested or any proposed changes to the contract terms and conditions or specifications.

All proposals are to remain valid for sixty (60) days from the due date. District shall not consider a proposer’s request for change or protest after RFP due date and time. District shall provide notice to the applicable proposer if it entirely rejects the request or protest. If District agrees with the proposer’s request or protest, in whole or in part, District shall issue an addendum reflecting its determination.

#### 1.3 Addenda

Changes or additions to RFP documents shall be accomplished by written addenda. Addenda shall be issued prior to the RFP due date to allow proposers sufficient time to consider the changes or additions in preparing their offers. The Proposer shall acknowledge receipt of all addenda issued on the appropriate submittal tab enclosed. At its discretion, District may extend the RFP due date and time to allow proposers time to analyze and adjust to any changes. Proposers are responsible to make inquiry as to any addenda issued.

#### 1.4 Modification or withdrawal

Proposers may modify or withdraw a submitted proposal only prior to the RFP due date and time. A modification or withdrawal shall be submitted by an authorized representative and shall state the action requested (e.g., the modified offer supersedes the prior offer; the submitted offer is withdrawn).

#### 1.5 Submitting proposals

Proposers are solely responsible for delivering the offer in the designate manner to the designated delivery point prior to the RFP due day and time. Each Proposer shall submit the following: One original proposal in specified format by email to [purchasing@4j.lane.edu](mailto:purchasing@4j.lane.edu). Proposal must be received no later than July 22, 2026 at 4:00 pm local time, at which time and place acceptance of proposals will be closed.

Proposals delivered after the deadline will not be accepted. Proposal submitted will remain confidential in nature until a notice of intent to award has been issued by the District.

- Email submission to [purchasing@4j.lane.edu](mailto:purchasing@4j.lane.edu) with a subject line of Produce Products RFP: [Proposer's Name].
- Attachments should be in specified format and be named as follows: Produce Products RFP [Proposer's Name] [Attachment Name]
- Submitted email submissions will not be opened until the RFP due date and time.

See Item 1.18 Confidentiality for submission of items requested to be exempt from Oregon Public Records Law and disclosure.

#### **1.6 Submittal requirements**

See SECTION 5: PROPOSAL SUBMITTAL PROCEDURES for proposal submittal procedures for complete submittal requirements.

#### **1.7 Receiving offers**

- Each offer will be electronically time-stamped by District's server and email system with the date and time it was received. A reply email will confirm receipt of the email by District.
- Offers shall be held unopened and until the RFP due date and time. District shall not be responsible for the premature opening or failure to open an offer that is not properly addressed or identified.
- Failure to submit proposals in the specified format shall be considered just cause for rejection of the proposal at the sole discretion of District.
- When the proposal due date and time has passed, District will cause the proposals to be opened and recorded. The number of proposals received, the identity of proposers, or the contents of a proposal will not be disclosed to the public until all proposals are evaluated and recommendation for award has been determined.

#### **1.8 Late proposals**

Proposals received after the specified due date and time shall not be considered and shall be held unopened by District until after the award of the contract. District shall make no concessions regarding postal service or any other form of conveyance of the offer document even when timely delivery of the offer fails through no fault of the proposer. District reserves the right to, at its discretion, to consider offers delayed or mishandled by District.

#### **1.9 Offer acceptance**

- By signing and returning a proposal, the proposer acknowledges it has read and understands the terms and conditions contained in the request for proposal document and that it accepts and agrees to be bound by the terms and conditions of the request for proposal document.
- A proposer's offer shall be firm, irrevocable, valid, and binding on the proposer for not less than 60 days from the proposal due date and time unless otherwise specified. District may request either orally or in writing that a proposer extends the time for acceptance.

#### **1.10 Cancellation/rejection of offers**

- District may cancel the solicitation if such cancellation is in the best interest of District. District may reject for good cause any offer:
- That is not in compliance with the prescribed RFP procedures and requirements; or

- Upon District's written determination, it is in the public interest to do so; or
- If the proposer is not responsible, e.g., the proposer has failed to perform under some other contract of a similar nature with District; or
- When the proposer fails to supply on offer security or performance bonds, specifications, samples, descriptive literature, references, etc., when such is required or requested; or
- When the proposer fails to include acknowledgement of all addenda issued.

**1.11 Mistakes by proposer**

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

**1.12 Responsive/Responsible proposer**

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

**1.13 Clarification of responses**

District reserves the right to request clarification of any item in a firm's proposal or to request additional information necessary to properly evaluate a particular proposal. All requests for clarification and responses shall be in writing, which includes electronic format such as email. Except for requests and responses related to a clarification necessary to evaluate whether a proposal has met minimum requirements, all requests for clarification and responses shall be provided to each evaluation committee member.

**1.14 References**

References are required as part of the response to this solicitation. Please refer to ATTACHMENT B: REFERENCES for required references to be provided with proposal submissions. Failure to provide references as specified shall be grounds for rejection of proposal. District reserves the right to investigate references including customers other than those listed in proposer's submission. Investigation may include past performance of any proposer with contractual obligations its completion or delivery of a project on schedule, and its lawful payment of employees and workers.

**1.15 Negotiation with awarded Vendor**

District reserves the right to negotiate final contract terms with the awarded Vendor to the fullest extent allowed by law and as in the best interest of the District.

**1.16 Collusion**

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

**1.17 Recycled materials and sustainable products and processes**

- Use of recycled materials. Vendor shall use recycled and recyclable products to the maximum extent economically feasible during the performance of the contract.
- Preference for recycled materials. As required by law, District shall prefer materials or supplies manufactured from recycled materials if the recycled product is available, and it meets the requirements set forth in the specifications.
- Sustainable practices and products. District supports and encourages the use of sustainable products by Vendor. To contribute to a clean environment for present and future generations, Vendor shall utilize sustainable products to the maximum extent feasible during the performance of this contract. Products and practices utilized by Vendor shall be based upon long-term environmental impact, social costs, and operational cost.

#### **1.18 Confidentiality**

District is subject to the Oregon Public Records Law (Oregon Revised Statutes (ORS) 192.311 to 192.431), which requires District to disclose all records generated or received in the transaction of District business, except as expressly exempted in ORS 192.345, 192.355 or other applicable law. Examples of exemptions that could be relevant include trade secrets (ORS 192.345 (2)) and computer programs (ORS 192.345 (15)). District will not disclose records submitted by a proposer that are exempt from disclosure under the public records law, subject to the following procedures and limitations.

**If proposer submits information deemed confidential, a separate copy of the proposal package should be emailed to [purchasing@4j.lane.edu](mailto:purchasing@4j.lane.edu) and titled "Produce Products RFP [Proposer Name] REDACTED".**

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

- It shall be clearly marked in bulk and on each page of the confidential document.
- Where this specification conflicts with other formatting and response instruction specifications, this specification shall prevail.
- Where such conflict (in c. above) occurs, the proposer is instructed to respond with the following: "Refer to confidential information enclosed."
- The statement above shall be inserted in the place where the requested information was to have been placed.

Proposers who desire that additional information be treated as confidential must mark those pages as "confidential", cite a specific statutory basis for the exemption, and the reasons why the public interest would be served by the confidentiality. The entire RFP cannot be marked confidential, nor, shall any pricing. Should an RFP be submitted in this manner, no portion of it can be held as confidential unless that portion is segregated in the above manner and meets the above criteria.

Notwithstanding the above procedures, District reserves the right to disclose information that District determines, in its sole discretion, is not exempt from disclosure or that District is directed to disclose by District attorney or a court of competent jurisdiction. Prior to disclosing such information, District will notify the proposer. If the proposer disagrees with District's decision, District may, but is not required to enter into an agreement not to disclose the information so long as the proposer bears the entire cost, including reasonable attorney's fees, of any legal action, including any appeals, necessary to defend or support a no-disclosure decision.

#### **1.19 Method of award**

Award, if made, will be to the responsible Proposer whose proposal is determined to be most advantageous to the District in accordance with the evaluation criteria set forth in this RFP. The apparent successful Proposer shall, as a condition of award, enter into a written Goods and Services Contract (draft incorporated into this RFP as ATTACHMENT M: DISTRICT GOODS AND SERVICES CONTRACT DRAFT) with the District in a form substantially similar to the sample contract included in this RFP.

Submission of a proposal shall constitute the Proposer's agreement to be bound by the terms and conditions of the District's Goods and Services Contract, except to the extent expressly noted in the Proposer's exceptions. The District reserves the right to negotiate final contract terms, provided that such negotiations do not materially alter the scope of the solicitation.

If the selected Proposer fails to timely execute the contract or satisfy required conditions of award, the District may, at its sole discretion, cancel the award and proceed to the next highest-ranked Proposer or take any other action permitted by law.

#### **1.20 Proposer preference**

In determining the lowest responsible proposer, District shall, for the purpose of awarding the contract, add a percent increase on the offer of a non-resident proposer equal to the percent, if any, of the preference given to that proposer in the state in which the proposer resides. Each proposer must identify whether the proposer is a "resident proposer" as defined in ORS 279a.120(1).

#### **1.21 Evaluation and award**

Evaluation:

- District shall review offers to determine whether an offer is responsive and/or a proposer is responsible. District will award a contract only to a responsible proposer with a responsive offer.
- District may set forth special evaluation criteria (other than price) in SECTION 2: INTRODUCTION AND BACKGROUND INFORMATION and SECTION 3: SCOPE OF WORK that will be used to determine the successful proposer. No offer shall be evaluated for any criteria not disclosed herein.
- Unless expressly authorized, proposers shall not make their offer contingent upon District's acceptance of any specifications of contract terms that conflict with or are in addition to those in this proposal.

Award:

- After the evaluation process is complete, District shall provide written notice to all proposers of District's intent to award the contract (Notice of Intent to Award - NIA).
- The District's award shall not be final until the latter of the following:
  - Seven (7) days after the date of the NIA, unless otherwise provided; or until District provides a written response to all timely-filed protests (if any) denying the protest and affirming the award. See the Aggrieved Proposer clause for more on protest.

#### **1.22 Aggrieved proposers**

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

- A proposer is only adversely affected if the proposer is eligible for award of the contract. The protesting proposer must claim that the selected proposer is ineligible for award:



- Because their offer was non-responsive; or
- District committed a substantial violation of a provision in the RFP document or of an applicable administrative rule and the protesting proposer was unfairly evaluated and would have, but for such substantial violation, been the selected proposer.
- The written protest must include the name of the person submitting the protest, the name of the proposer represented by that person, the specific RFP including the solicitation number that is being appealed, and a detailed explanation of the reasons (facts of evidence) for the appeal.
- District shall not consider a protest that is submitted after the established time period.
- The aggrieved proposer must serve all other proposer with notice of its appeal to allow for rebuttal.
- Failure to give written notice of appeal to District as provided herein constitutes a waiver by the aggrieved proposer of any objections to the NIA.
- Disagreement with the bidding process is not justification for appeal.
- Protest decision. Upon receipt of any appeal, the Support Services Director or Designee shall review the protest and submit a written decision to the protester within fourteen (14) calendar days of the date of receipt of the protest. The affected proposer must take further protest to the School Board. The aggrieved proposer must notify the Support Services Director in writing before such action is taken.

**1.23 Prices**

Prices quoted must be exclusive of federal, state, and local taxes. If the proposer believes that certain taxes are payable by District, the proposer may list such taxes separately, directly below the unit prices for the affected item.

**1.24 Acceptance period**

All offers submitted shall remain in force for a period of sixty (60) days in order to provide time for evaluation of offers received and approval of proposed awards. District shall request in writing any extension of this sixty (60) day acceptance period.

**1.25 Proposal preparation costs**

District is not liable for any costs incurred by the proposer in preparation of the proposal.

**1.26 Contract funding**

Award in part or in whole is contingent upon available funding. In the event adequate funds are not appropriated and allocated by the District's Board of Directors, District reserves the right to cancel fixed quantity, multi-year term, or requirements contracts at no penalty.

**1.27 Conflicting terms**

In the event that the Introduction and Background Information (SECTION 2) and Scope of Work (SECTION 3) conflict with the General Provisions (SECTION 6) or the Instructions to Proposers (SECTION 1), the Introduction and Background Information and Scope of Work and shall take precedence.

**1.28 Safety**

Vendor shall comply with all application provisions of the Occupational Safety and Health Act throughout the duration of the specified work.

## **SECTION 2**

### **INTRODUCTION AND BACKGROUND INFORMATION**

#### **2.1 Scope**

Eugene School District 4J (“District”) is publishing this request for proposals (“RFP”) to solicit proposals from qualified providers for a primary distributor of produce products beginning with the 2026-27 academic year. It is the intent of the District to enter into master service contract with one primary distributor to minimize costs while providing flexibility and productivity, but the District reserves the right to award to multiple vendors. District is an active participant in Oregon’s Farm to School program. Oregon grown produce should be sold to schools when available. Providers should be making an effort to produce and offer Oregon-grown produce to schools.

#### **2.2 Background**

The District is primarily located in Lane County, with small portions extending north into Linn County. The District’s boundaries include portions of the City of Eugene, City of Springfield, and City of Coburg. The largest city in the District is the City of Eugene. Formed in 1854, the District encompasses approximately 155 square miles of western Oregon at the southern end of the Willamette Valley, 110 miles south of Portland.

The District has an enrollment of over 15,000 students at thirty-five (35) school sites, including nineteen (19) elementary schools, eight (8) middle schools, and four (4) comprehensive high schools, an International Baccalaureate high school program on multiple campuses (Program options include three K-12 language immersion programs in French, Spanish, and Japanese), and one (1) alternative high school. There are five public charter schools located within the District. Additionally, school and business partnerships exchange facilities and services for career training or other educational benefits and support. Please note the number of schools being served may vary through the term of the contract.

#### **2.3 Contract Period**

The Contract shall commence on September 1, 2026 for a period of 1 year with options for renewal not to exceed 4 additional 1 year terms.

## **SECTION 3**

### **SCOPE OF WORK**

#### **3.1 Scope**

Eugene School District 4J Nutrition Services Department is seeking proposals for a primary distributor of Produce products for the 2026-27 school year. The objective is to select one primary distributor to minimize costs while providing flexibility and productivity. Features that District would like in this agreement include, but are not limited to: a multi-year agreement for Pakery products, offered at the lowest competitive price, with prompt customer service, reliability in product availability, and timely delivery.

#### **3.2 Background**

District is a publicly supported school system serving the Eugene area and operates thirty-five school sites.

#### **3.3 Contract Period**

The initial term of this contract shall be September 1, 2026 through August 31, 2027, with the mutual option to extend for four (4) one (1) year periods.

#### **3.4 Renewal Option**

The contract may be extended if agreed by both parties via written amendment, extending the agreement to September 1–August 31 annually if mutually agreed.

#### **3.5 Services Requested**

- The Vendor must have and maintain:
  - An assigned sales representative for the Eugene area
  - Fully trained delivery staff and sales representative(s) in sufficient number to guarantee acceptable service response.
  - A representative available during regular office hours compatible with District's Monday through Friday workweek.
  - Access to sufficient trucks, delivery hardware, and product to service District accounts.
- The Vendor must:
  - Be a produce distributor with five years' experience;
  - Offer prompt, courteous, and responsive delivery service;
  - Act as a resource for coordinating timely delivery schedules;
  - Provide new marketing and product information, as it becomes available on the market;
  - Be able to make deliveries before the school day starts, where and when District requires;
  - Be able to deliver to all school and support locations throughout District, should it be required.
- The Vendor must provide a list of user references that have similar delivery service contracts.

#### **3.6 Special Terms**

- All proposals shall be for merchandise delivered F.O.B. destination (Eugene).
- All shipping/handling charges are to be included in proposal amount.
- Payment will be processed within 30 days after receipt of both product and invoice, from whichever date is later. Receiving records and invoices must match exactly before payment approval.
- All costs and charges must be clearly identified in the proposal document submittals.
- Any rebate or savings received by Vendor must be passed to District.

**3.7 Proposal Requirements**

It is the intent of District to review and accept proposals from qualified Vendors that can provide the products, specified service and meets all other conditions addressed throughout this document. District intends to enter into a contract with the successful proposer based on the terms and conditions contained herein. Proposer shall submit one original proposal with all required documents electronically via email to [purchasing@4j.lane.edu](mailto:purchasing@4j.lane.edu) on or before the due date July 22, 2026 at 4:00 pm local time.

**3.8 Objective**

To execute a Produce Product contract for the District that:

- Minimizes product costs.
- Includes delivery requirements.
- Maintains product quality throughout the agreement period.
- Includes service requirements of all products available.
- Allows flexibility in order placement.
- Defines the time frame.
- Gives price stability for budget planning.
- Considers total cost for District.

**3.9 Product Quality**

Produce products are to be furnished and delivered in accordance with the following:

*Processed Produce Specifications*

- All processed product must have been processed within 24 hours of delivery to the District. If the time from processing to the time of delivery exceeds 24 hours this must be noted on Vendor's packing slip at time of delivery.
- All products must be manufactured in a clean, sanitary environment in accordance with Title 21 CFR Part 100 – Current Good Manufacturing in Manufacturing, Packaging, or Holding Human Food.
- Products must be processed from sound, first quality fruits and vegetables in accordance with standards of best commercial practice. Trimmed product shall be free of decay spots, sunburn, freezer burn, insects, injury, or any other physical damage. All processed produce must be labeled with:
  - Product Name
  - Product Number (if applicable)
  - Finished product net weight
  - Date and time within 8 hours product was processed
  - Expiration Date

**3.10 Product Quality**

- All products sold to District shall be warranted and guaranteed to be merchantable by Vendor and fit for the purpose for which it is intended. Products shall have a minimum of 95% left on the "sell by", "freshness date", or "pull date at time of delivery." "Pull date" is the end of the shelf life for purposes of this proposal.
- Products shall arrive from suppliers that have passed a third party audit verification of GAP (USDA Good Agricultural Practices) and/or GHP (USDA Good Handling Practices).
- Fresh fruits and vegetables shall be:
  - Cool to the touch
  - Of reasonably uniform color;
  - Free from foreign flavor and odor;
  - Normally developed;

- Free from objectionable matter;
  - Clean and free from foreign material.
- Fresh fruits and vegetables shall be reasonably free from:
  - Extraneous vegetable material
  - Stem ends
  - Rot
  - Damage by insects or disease
  - Excessively smaller than specified, or larger than specified pieces
  - Insect infestation
  - Mechanically damaged units
  - Moderate amounts or bruising
  - Fibrous units and stems

### **3.11 Grading/Grading Standards**

Grades are based on standards established by the United States Department of Agriculture (USDA), Agricultural Marketing Service. Food products supplied to the District must be of the grade indicated on the item. All products must meet the grade specified at the time of delivery to our receiving areas. If at any time the District deems any product to fall below the grade, the Vendor must replace the product at no cost to the District. Quality standards and USDA grading endorsement parameters for fresh vegetables may be found at <https://www.ams.usda.gov/grades-standards/vegetables>.

### **3.12 Refrigeration/Climate Control**

- Products temperature for each line item must be maintained at a suitable temperature to maintain freshness, quality, shelf life and nutritional value. Product shall be transported in a climate-controlled container regulated to keep the item(s) in good condition and in accordance with the current US Department of Agriculture guidelines and food handling practices during all stages of processing, distribution, and storage. Produce may pass through mechanically chilled “holding rooms” and ripening rooms where applicable.
- Transportation of fresh perishable produce shall be made in clean, mechanically refrigerated trucks with the refrigeration equipment operating and the interior of the refrigeration unit not to exceed the temperature specified below. Vendor will assure that all products are processed, packaged and stored in humidity elevated (90%-95%), ventilated (air circulating), refrigerated areas that are sufficient to maintain product quality. Refrigeration system condensation shall not come in contact with the produce.
- Refrigerated produce items are not to exceed an internal temperature of 35 degrees F or reach an internal temperature lower than 32 degrees F (temperature of refrigerated items is not to exceed 32-35 degrees F in the cargo hold of mechanically refrigerated truck transporting/delivering these items). Produce whose quality will be adversely impacted by the temperatures 35 degrees F or below (e.g. bananas, avocados) should not be transported in cold temperatures that shall affect the items quality.
- All produce must have been held in refrigeration at temperatures not to exceed 40 degrees F (except for tomatoes, potatoes, and bananas at 55 degrees F) continuously at shipping point, in route, while in processor’s plant and during delivery to the District.
- All produce that requires ripening (e.g. tomatoes, bananas) should be ripened at the Vendor’s plant in properly designated rooms under the Produce Marketing Associations’ (PMA) guidelines. Product shall only be accepted at the District in the degrees of ripeness as designated in the specifications.

### **3.13 Unusable Product**

Unusable products must be replaced or credited. Credit for all unusable items not replaced is to be noted on the delivery receipt.

### **3.14 Packaging and Labeling**

- All products shall be packed and prepared under sanitary conditions and in accordance with good commercial practice.
- All packaging shall be wholesome, safe and in sanitary condition.
- Cartons and carriers used to transport products from the Vendor's plant shall be clean and sanitary at all times.
- Labeling of all containers shall comply with Federal Food, Drug and Cosmetic Acts and related legislation including latest revisions.
- Packaging must be in accordance with good commercial practice. Package size to be manufacturer's standard unless otherwise specified.
- Proposers are advised to make notations for items found on Pricing Attachment which have had packaging changes by the producer and price accordingly. Failure to make notation will be construed as merchandise being furnished as specified.
- Each shipping container shall be labeled legibly to show:
  - Name of product contained
  - Item number
  - Product number
  - Net Weight
  - Plant number
  - Name, address and date packed (month, day, year)
  - Best Used By/Expiration Date
  - Chilled products shall be marked "Keep Under Refrigeration"
  - "ROOM TEMPERATURE" held products shall be labeled as such
  - Labels shall display clearly the Port of Origin and Country of Origin.
- Vendor will provide split cases as requested by the District. No case split fees shall apply as a result of this request.

### **3.15 Deviations From Specifications**

If pack, source, quality, etc. of an item requested deviates from that prescribed from specifications, the difference must be clearly indicated and approved by District. During the term of the contract, Vendor must adhere to the pack and size specifications.

### **3.16 Vendor Deliverables and Responsibilities**

- Delivery and performance schedule
  - The Vendor must meet the highest standards prevalent in the industry or business most closely involved in providing the goods or services that District is purchasing.
  - The Vendor shall make delivery to District as requested throughout the school year. Deliveries shall be made as needed and within the timeframe requested for each school. Delivery charges are FOB and must be included in the proposers pricing.
- General delivery requirements. The Vendor shall meet the following conditions:
  - Provide packing slips with each shipment identifying items ordered by the District's item number(s), quantity ordered, purchase order, and associated invoice numbers.
  - All deliveries shall be organized for easy off loading and receipting.
  - Vendor shall provide delivery, unload, and place the product in the school or building as directed. Vendor will remove all debris, and rubbish resulting from delivery off site in a

responsible manner. The premises shall be left in a neat, unobstructed condition upon completion of the delivery.

- Products that do not meet District or HACCP Specifications may be rejected and replacement of the rejected products shall occur within 24 hours of the delivery date at no cost to the District.
- Delivery schedule and frequency will be determined by the District to assure proper receipt of goods.
- Delivery schedule can be amended to allow additional delivery sites and times as required by the District.
- Expected delivery sites:

Building	Delivery Address
Adams Elementary School	950 W. 22nd Ave., Eugene, OR 97405
Arts and Technology Academy	1650 W. 22nd Ave., Eugene, OR 97405
Awbrey Park Elementary School	158 Spring Creek Dr., Eugene, OR 97404
Buena Vista Elementary School	1500 Queens Way, Eugene, OR 97401
Cal Young Middle School	2555 Gilham Road, Eugene, OR 97408
Camas Ridge Community School	1150 E. 29th Ave., Eugene, OR 97403
Charlemagne French Immersion School	3827 Kincaid St., Eugene, OR 97405
Chavez Elementary School	1510 W. 2nd Ave., Eugene, OR 97405
Churchill High School	1850 Bailey Hill Rd., Eugene, OR 97405
Yujin Gakuen Elementary Schools	2855 Lincoln St, Eugene, OR 97405
Ed Center Warehouse	200 N. Monroe St., Eugene, OR 97402
Edgewood Community Elementary School	577 E. 46th Ave., Eugene, OR 97405
Edison Elementary School	1328 E. 22nd Ave., Eugene, OR 97403
Gilham Elementary School	3307 Honeywood Street, Eugene, OR 97408
Holt Elementary School	770 Calvin Street, Eugene, OR 97401
Howard Elementary School	700 Howard Ave., Eugene, OR 97404
Kelly Middle School	850 Howard Ave., Eugene, OR 97404
Kennedy Middle School and He Lin CI School	2200 Bailey Hill Rd., Eugene, OR 97405
Madison Middle School	875 Wilkes Dr., Eugene, OR 97404
McCornack Elementary School	1968 Brittany St., Eugene, OR 97405
Monroe Middle School	2800 Bailey Lane, Eugene, OR 97401
North Eugene High School	200 Silver Lane, Eugene, OR 97404
River Road Elementary School	120 W. Hilliard Lane Eugene, OR 97404
Roosevelt Middle School	500 E. 24th Ave., Eugene, OR 97405
Sheldon High School	2455 Willakenzie Road, Eugene, OR 97401
South Eugene High School	400 E 19th Ave., Eugene, OR 97401
Spencer Butte Middle School	500 E. 43rd Ave., Eugene, OR 97405
Spring Creek Elementary School	560 Irvington Dr., Eugene, OR 97404
Willagillespie Elementary School	1125 Willagillespie Road, Eugene, OR 97401

- Delivery delays
  - If delivery delays are foreseen District must be notified within 24 hours of Vendor's knowledge of such delay. Vendor shall keep District advised of the status of deliveries.

- Failure to meet delivery dates may constitute a breach of contract by Vendor which may subject Vendor to termination under terms and conditions of the resultant contract.
- In the event of default by Vendor of their obligations, District reserves the right to obtain the required products elsewhere. Vendor would be responsible for any differences in price for the replacement products.
- The Vendor shall not be liable for any delays in delivery caused by circumstances beyond its control including acts of God or of the Public Enemy, acts of the United States Government, fire, floods, epidemics, quarantine restrictions, strikes, or embargoes. When any delays in delivery will occur or are anticipated, Vendor should immediately give notice thereof to District.
- In the event of a school holiday, scheduled school closure, or unplanned closure for inclement weather or other incidents, deliveries will be made the next day that the schools are open, or deliveries will be coordinated between District and Vendor.
- If a product recall is instituted on an item that has been delivered, the Vendor will immediately notify the District within 24 hours. The Vendor will be responsible for all costs associated with replacement product, shipping charges, and/or product credit.
- If at any time it is determined that the health and/or safety of the customers at the District are affected by the usage of this product, the Vendor and/or Vendor's processor must and will assume full liability.
- Food safety testing
  - District reserves the right to submit a sample of any product to an independent laboratory for analysis as listed for each product. Testing of perishable products may include monitoring acceptable chemical levels and maximum bacteria levels on designated products. Random sample testing may be performed during the resultant contract as required by District. Such analysis is to be paid for by District if the product meets the specifications. If the product fails to meet specification analysis, Vendor will be billed for the analysis by the laboratory and shall pay all such billings within thirty (30) days. Additionally, Vendor shall immediately replace or refund District for all remaining affected product within five (5) working days of notification. Vendor will be responsible for all shipping, disposal, return, and restocking fees. District reserves the right to have non-compliant products shipped to and stored in commercial storage facilities at Vendor's expense if the five (5) working day deadline is not met.
  - Failure of the product to meet specifications and acceptable chemical and bacterial levels may be considered a breach of contract and addressed as stated in the contract terms and conditions. All noncompliant products at the time of analysis must be picked up and refund issued to District within 48 hours.
- Food security preventive measures
  - Food security preventive measures shall be employed by the selected Vendor to minimize the risk that food under their control is subject to tampering or criminal or terrorist actions.
  - Unless specifically approved by District, it is understood that all products furnished by Vendor shall be maintained in facilities owned and operated by Vendor during the term of any resultant contract.
- Food safety
  - The Vendor's premises, equipment, supplies and warehouse facilities shall be maintained, throughout the life of the contract, in conditions satisfactory to District and in compliance with the State of Oregon Health and Sanitation code. The Vendor shall adhere to the highest standards of cleanliness and sanitary practices, including the food distributor's employee's appearance and performance in the preparation, service, transportation, and storage of food and related items.
  - The Vendor's facility shall be subject to inspection at all times. If in the opinion of District sanitary conditions are unsatisfactory, this may be considered a breach of contract and shall be



addressed as stated in the contract terms and conditions. Any losses incurred by District as a result of such a termination shall be charged against Vendor.

- **Inspection**
  - Delivery of items that do not meet all requirements will be rejected. Rejected items shall be removed and replaced promptly by Vendor at no cost to District.

### **3.17 Pricing**

- **All pricing submittals shall be entered into Attachment D: Price Proposal Worksheet.** This document must be included in the submitted documents, labeled "PRODUCE RFP [Proposer's Name] Attachment D". Should proposer's additional products not be listed, please include those at the bottom of the Price Proposal Worksheet labeled "additional items offered".
- Price adjustments may be considered at contract renewal. An increase will only be allowed in proportion to a documented increase in vendor costs. The District will either accept the increase or re-bid the contract.

### **3.18 Sourcing**

As required by the Buy American provision, all products must be of domestic origin as required by 7 CFR Part 210.21(d). A "domestic commodity or product" is defined as on that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. If a product is grown outside of the U.S., proposer must give notice to Nutritional Services Regional Manager within 48 hours of delivery noting country of origin and reason for Buy American Provision Exception. Proposer shall submit a list of Oregon farms used by its company with this proposal.

### **3.19 Discounts**

Proposer may indicate any discounts proposed for early payment or for volume purchases.

### **3.20 Estimated Purchase Quantities**

The District's estimated annual quantities are submitted on the Attachment D: Price Proposal Spreadsheet. The estimates are offered solely for the purpose of proposer submission and evaluation. Larger or smaller volume may be purchased, and there is no guarantee of purchases as a result of this solicitation.

### **3.21 Vendor Managed Inventory**

Vendors shall provide inventory management; describe services in proposal.

### **3.22 Returns**

Vendors shall allow returns within 5 working days of delivery at no charge.

## **SECTION 4**

### **PROPOSAL EVALUATION PROCEDURES**

#### **4.1 Introduction**

This section prescribes the mandatory format for the presentation of a proposal in response to this request. 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.

#### **4.2 (Intentionally Deleted)**

#### **4.3 Proposal Rejection**

The District reserves the right:

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

#### **4.4 Selection and Evaluation Process**

Proposal will be reviewed by a committee to determine which one best meets the needs of the District. After meeting the mandatory requirements, the proposals will be evaluated for their technical and cost responses. The review committee will make a recommendation to the District for their consideration. The firm(s) and Eugene School District 4J will enter into a contract incorporating the terms and conditions of this RFP document and the Proposer's response.

**Proposers taking exception to any contract terms must indicate the same in their proposal or exceptions will be deemed waived.**

At Eugene School District 4Js' option, during proposal review, Proposer may be contacted to clarify or elaborate on the proposal, but will in no way be provided an opportunity to change any fee amount originally proposed. Eugene School District 4J staff may also contact any references listed on proposals.

#### **4.5 Evaluation Criteria**

The District has chosen to implement a point system to make awards. Proposals will be initially reviewed for completeness and compliance with the requirements of this RFP. Those proposals which are incomplete, which do not meet all requirements of the RFP, or otherwise deemed by the District to be "non-responsive" will be rejected. Proposals considered complete, or "responsive", will be reviewed further to determine if they comply with the administrative, contractual, and technical requirements of the RFP. If the proposal is unclear, Proposer may be asked to provide written clarification. The following scoring system will be used in determining which of the proposers will most closely meet the best interests of the District. There is a possible score of 100 points. Scoring will be based on criteria outlined below.

Proposers are cautioned to provide in their proposals as much detail as possible pertaining to their 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 solicitations are in no way to be considered exhaustive. Proposals must contain the specific information and attachments requested and in the order listed below.

#### 4.6 Evaluation Factors Matrix

Criteria	Points
Cost. Lowest cost will be determined by total cost of most frequently used items bid multiple by total anticipated usage for each item.	50
Attachment G: Additional Proposal Considerations. Narrative responses to listed questions (product quality, product availability, and food testing).	35
Attachment F: Vendor Delivery and History Sheet. Narrative response to delivery experience (timeliness, driver service, and professionalism).	10
Ability of Vendor to provide a list of Oregon farms used by its company with proposal.	5
<b>Total</b>	<b>100</b>

#### 4.7 Proposal Validity Period

Each proposal shall be irrevocable for a period of sixty (60) days from the Proposal Opening Date.

#### 4.8 Competency of Vendor

To enable 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.

#### 4.9 Protest of Award

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

#### 4.10 Reservation in Evaluation

District selection committee reserves the right to either: a) request "Best and Final Offers" from the two highest scoring Vendors and award to the lowest priced or b) to reassess the proposal and award to Vendor determined to best meet the overall needs of the District, or c) award to multiple vendors.

#### 4.11 Proposal Evaluation

- The Proposal segments shall be evaluated by the Evaluation Committee consisting of not less than three (3) knowledgeable individuals (Evaluators). The District may assign certain Evaluators to evaluate specific Proposal categories in keeping with the Evaluators' area of expertise. Evaluators will utilize the criterion (as objectively as possible) to measure the merit of each Proposal received in accordance with the subjective evaluation criteria to determine which Proposal(s) will provide the District with the most advantageous and best overall value. The recommendations of this committee will be a consensus and will be final.
- Working as a Committee or independently (at the discretion of the District) with copies of the written proposals, the Evaluators will independently assign scores to each Proposal received in accordance with the evaluation criteria defined herein.

- After receipt and evaluation of the written proposals, one or more Proposer may be asked to provide an on-site presentation of their proposal and demonstration of services. If presentations are required, the District reserves the right to re-evaluate the scores for each criteria listed based on the presentation.

#### **4.12 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.

## SECTION 5

### PROPOSAL SUBMITTAL PROCEDURES

#### 5.1 Proposal Deadline

Proposals will be accepted until 4:00 PM local time, July 22, 2026 via email to [purchasing@4j.lane.edu](mailto:purchasing@4j.lane.edu). Delivery is the sole responsibility of the Proposer. Proposer accepts all risks of late delivery of emailed proposals, or of miss-delivery, regardless of fault. A proposal may be submitted by each proposing firm.

#### 5.2 Restriction on District Contact

From the issue date of this RFP until a firm is selected, all contact with District employees or School Board members concerning the RFP must be cleared through the following District contact: Dustin Hayden at [purchasing@4j.lane.edu](mailto:purchasing@4j.lane.edu).

#### 5.3 Right to Reject Proposals

The District reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this RFP unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the District and the firm selected. We reserve the right without prejudice to reject and all proposals.

#### 5.4 Cost of Preparing a Proposal

The RFP does not commit the District to paying any costs incurred by any Proposer in the submission or presentation of a proposal, or in making the necessary studies for the preparation thereof.

#### 5.5 Proposal Content and Format

To simplify and expedite the review process, the District request that candidates prepare proposals in the standard format specified below:

##### Title Page

- Proposer should identify: the RFP subject; firm name, local address, and phone number; proposal contact name, title, telephone number, and email; date of submission; and period for which the proposal is effective (non-rescindable).

##### Table of Contents

- The table of contents should include a clear and complete identification by section and page number of the materials submitted.

##### Transmittal Letter

- The transmittal letter should be not more than two pages long and should include as a minimum the following:
  - A brief statement of the Proposer's understanding of the objective of the services to be performed;
  - A positive commitment to perform the service within the time period specified;
  - The names of persons authorized to represent the Proposer, their title, address, telephone number, and email (if different from the individual who signs the transmittal letter).

**Proposal contents in response to SECTION 3: SCOPE OF WORK AND SECTION 4: PROPOSAL EVALUATION PROCEDURES.**

- Proposers should ensure the proposals can meet all criteria laid out in Section 3: Scope of Work. Please note in response if any desired criteria is outdated or an alternative method of providing a similar service is offered.

**Submittals required**

- Each submittal shall contain the following forms, found in the proceeding pages of this document:
  - ATTACHMENT A: Additional Representations, signed and dated (pg 34)
  - ATTACHMENT B: References, completed with up to five references. (36)
  - ATTACHMENT C: Signature Page (37)
  - ATTACHMENT D: Price Proposal Worksheet (39)
  - ATTACHMENT E: TAX CLASSIFICATION (40)
  - ATTACHMENT F: VENDOR DELIVERY AND HISTORY SHEET (41)
  - ATTACHMENT G: ADDITIONAL PROPOSAL CONSIDERATIONS (43)
  - ATTACHMENT H: CERTIFICATION REGARDING FEDERAL MATTERS (45)
  - ATTACHMENT I: CLEAR AIR AND WATER CERTIFICATE (47)
  - ATTACHMENT J: CERTIFICATION REGARDING LOBBYING DISCLOSURE (48)
  - ATTACHMENT K: CERTIFIED DISADVANTAGED BUSINESS OUTREACH PLAN (51)

## SECTION 6 GENERAL PROVISIONS

### 6.1 Acceptance

Signature on an Agreement shall constitute Acceptance of the offer including all the terms and conditions specified in the solicitation. Receipt of a fully executed Agreement shall cause initiation of performance by the Proposer. Acceptance is limited to the terms stated herein. Any additional or different terms and conditions proposed by the Proposer are rejected unless expressly agreed to in writing by an authorized representative of the District's Purchasing Department.

### 6.2 Independent Proposer Status

Proposer shall certify status as an independent Proposer and nothing herein is to be construed as establishing an employer-employee relationship.

### 6.3 Other Proposers

The District may undertake or award other contracts for additional or related work, and the Proposer shall fully cooperate with such other Proposers and with any District employees concerned with such additional or related work, and shall coordinate its performance under this contract with such additional or related work. The Proposer shall not commit or permit any act that will interfere with the performance of work by any other Proposer or by District employees.

### 6.4 Subcontracts and Assignment

PROPOSER shall not subcontract, assign, delegate, or transfer any of its duties, rights, or interests under this Contract without the prior written consent of the DISTRICT. The DISTRICT may withhold such consent for any or no reason. If the DISTRICT consents to an assignment or subcontract, then in addition to any other provisions of this Contract, PROPOSER shall require any permitted subcontractor to be bound by all the terms and conditions of this Contract that would otherwise bind PROPOSER. The parties agree that any such subcontracts shall be construed as matters solely between PROPOSER and its subcontractor and shall not have any binding effect on DISTRICT.

### 6.5 No Third Party Beneficiaries

DISTRICT and PROPOSER are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract provides any benefit or right, directly or indirectly, to third parties unless they are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.

### 6.6 Successors in Interest

The provisions of this Contract shall be binding upon and inure to the benefit of the parties and their successors and approved assigns, if any.

### 6.7 No Authority to Bind District

PROPOSER has no authority to bind or obligate the other or to enter into contracts or agreements on behalf of the DISTRICT. This agreement does not create a partnership, joint venture or agency between the parties.

### 6.8 No Modification of Order

The terms and conditions contained in this Order may not be added to, modified, superseded or otherwise altered except by a written modification signed by an authorized representative of the District's Purchasing Department.

**6.9 Escalation**

Any price or cost adjustments shall be submitted by the Proposer no less than 60 days prior to the time in which such increases are to become effective. The District reserves the right to reject any modifications of the contract unacceptable to the District. Prices must be held firm for the first 12 months of the contract.

**6.10 Changes**

District may, at any time, and from time to time by written order from 4J Purchasing to the Proposer, make changes in any one or more of the following: (a) method of shipment or packing; and (b) time and/or place of delivery, including adding or changing delivery locations and to increase or decrease the number of deliveries to delivery locations; and (c) the quantity of items ordered. If such change causes an increase or decrease in the price of the Order or the time required to perform, an equitable adjustment shall be made and the Order modified in writing accordingly. Any claim by the Proposer hereunder must be asserted in writing within fifteen (15) days from the date the change is ordered. Whether made pursuant to this clause or by mutual agreement, changes shall not be binding upon the District, except when confirmed in writing by a member of the District's Purchasing Department.

**6.11 Nonperformance**

As used in this Contract, "failure to perform" means failure, for whatever reason, to deliver goods and/or perform work as specified and scheduled in this Contract. If PROPOSER fails to perform under this Contract, then DISTRICT, after giving seven days' written notice and opportunity to cure to PROPOSER, has the right to complete the work itself, to obtain the contracted goods and/or services from other contractors, or a combination thereof, as necessary to complete the work. Both parties agree that PROPOSER shall bear any reasonable cost difference, as measured against any unpaid balance due PROPOSER, for these substitute goods or services.

**6.12 Termination for Convenience**

District may terminate a contract, in whole or in part without showing cause upon giving written notice to the Proposer. The District shall pay all reasonable costs incurred by the Proposer up to the date of termination. Proposer will not be reimbursed for any anticipatory profits, which have not been earned up to the date of termination.

**6.13 Termination for default**

- District may, at its option, terminate or cancel an agreement, for any material violation of the provisions of the agreement. Such provisions generally include, but are not limited to:
  - Standard terms and conditions included in all contracts:
    - Product or service specifications
    - Delivery or completion requirements; or
    - Pricing and price escalation/de-escalation clauses
- District's termination of an agreement or of a Proposer's performance shall not restrict or abrogate any other remedy available to District that is provided either by law or under the agreement, unless other remedies are expressly limited by the terms of the agreement.
- Unless otherwise agreed upon in the agreement, District will provide Proposer written notice of its intent to terminate the agreement or Proposer's performance. If Proposer provided a



performance and payment bond, the surety shall also be provided with a copy of the notice of termination. Unless otherwise provided in the agreement, the notice shall include:

- The effective date of termination,
- The grounds for termination,
- Notice of the time (if any) in which District will permit Proposer to correct the failure to perform.

#### **6.14 Bankruptcy**

District may terminate this agreement in whole or in part by written or telegraphic notice:

- If Proposer shall become insolvent or makes a general assignment for the benefit of creditors; or
- If a petition under any bankruptcy act or similar statute is filed by or against Proposer and is not vacated within ten (10) days after it is filed. Termination under this clause shall be in accordance with "termination for default" clause.

#### **6.15 Remedies**

In case of PROPOSER breach, the parties agree that the DISTRICT is entitled to any available legal and equitable remedy. In case of DISTRICT breach, the parties agree that PROPOSER's remedy is limited to Contract termination and receipt of Contract payments to which PROPOSER is entitled.

#### **6.16 Ownership of Work Product**

PROPOSER agrees that all work products created or developed for DISTRICT by PROPOSER pursuant to this Contract are intended as "works made for hire" and shall be the exclusive property of the DISTRICT. If any such work products contain PROPOSER's intellectual property that is or could be protected by federal copyright, patent, or trademark laws, PROPOSER hereby grants DISTRICT a perpetual, royalty-free, fully-paid, non-exclusive, and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, and use or re-use, in whole or in part, and to authorize others to do so, all such work products. DISTRICT claims no right to any pre-existing work product of PROPOSER provided to DISTRICT by PROPOSER in the performance of this Contract, except to copy, use, or re-use any such work product for DISTRICT use only.

#### **6.17 Hazardous Materials**

PROPOSER shall notify DISTRICT before using any products containing hazardous materials to which DISTRICT employees, students, or the general public may be exposed. Products containing hazardous materials are those products defined by Oregon Administrative Rules, Chapter 437. Upon DISTRICT request, PROPOSER must immediately provide Material Safety Data Sheets to DISTRICT for all materials subject to this provision.

#### **6.18 When Work is performed on District Property (Including Schools)**

- Proposer shall comply with the following:
  - Identification. When performing work on District property, Proposer and Proposer's employees shall be in appropriate work attire (or uniform, if applicable) at all times. When required by schools and other District locations, each day Proposer and/or Proposer's employees are present on District property, they must sign in at the location's main office and obtain an identification/visitor tag. Proposer and/or Proposer's employees must display this tag on their person at all times while on District property.
  - No Smoking. All District properties are tobacco-free zones; Proposer and/or Proposer's employees are prohibited from using any tobacco product on District property.

- No Drugs, Weapons, or Firearms. All District properties are also drug-free, weapons-free and firearms-free zones; Proposer and/or Proposer's employees are prohibited from possessing on their persons or in their vehicles any drug, weapon or firearm while on District property. The Proposer shall include a clause containing the substance of this clause in all subcontracts hereunder.
- No Unsupervised Contact with Students. Unsupervised contact with students means contact with students that provide the person opportunity and probability for personal communication or touch when not under direct supervision. Proposer will ensure that Proposer, any sub-contractors, and their officers, agents and employees will have no direct unsupervised contact with students while on District property. Proposer will work with the District to ensure compliance with this requirement. If Proposer is unable to ensure through a security plan that none of its officers, agents or employees will have direct, unsupervised, contact with students in a particular circumstance or circumstances, Proposer shall so notify the District prior to beginning any Work that could result in such contact.

**6.19 Background Checks**

All company personnel that will be District premises shall agree to a thorough background check, and possible random re-check. Proposer will provide the District with a list of all company personnel that will be on-site and will update/notify 4J Purchasing and the District HR department five days prior to new employees visiting sites.

**6.20 Employee Removal**

At the District's request, PROPOSER shall immediately remove any PROPOSER employee, agent, representative or subcontractor from all DISTRICT properties in cases where the DISTRICT in its sole discretion determines that removal of that individual is in the DISTRICT's best interests.

**6.21 Confidentiality; FERPA Re-Disclosure: Family Education Rights and Privacy Act ("FERPA") Prohibits the Re-Disclosure of Confidential Student Information:**

Except in very specific circumstances and as agreed in writing, PROPOSER shall not disclose to any other party without prior consent of the parent/guardian any information or records regarding students or their families that PROPOSER may learn or obtain in the course and scope of its performance of this Contract. Any re-disclosure of confidential student information must comply with the re-disclosure laws of FERPA. PROPOSER is not to re-disclose information without prior written notification to and written permission of the DISTRICT. If the DISTRICT grants permission, PROPOSER is solely responsible for compliance with the re-disclosure under §99.32(b). Consistent with FERPA's requirements, personally identifiable information obtained by PROPOSER in the performance of this Contract must be used only for the purposes identified in this Contract.

**6.22 Security**

Any disclosure or removal of any DISTRICT matter or property by PROPOSER without the express written permission of the DISTRICT shall be cause for immediate termination of this Contract. PROPOSER shall bear sole responsibility for any liability including, but not limited to attorney fees, resulting from any action or suit brought against DISTRICT because of PROPOSER's willful or negligent release of information, documents, or property contained in or on DISTRICT property. DISTRICT hereby deems all information, documents, and property contained in or on District property privileged and confidential.

**6.23 Compliance with Federal, State and Local Laws**

Proposer shall comply with all applicable Federal, State and Local laws and ordinances and all lawful orders, rules and regulations hereunder, including the applicable provisions of the Fair Labor Standards Act, the Occupational Safety and Health Act of 1970, the Federal Civil Rights Act of 1964, the Equal Employment Opportunity Act, and all regulations and standards and any amendments issued pursuant thereto. District shall have the right to terminate immediately this agreement if the Proposer fails to comply with such acts and regulations.

**6.24 Compliance with Oregon Tax Laws**

PROPOSER shall, throughout the duration of this Contract, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of Oregon Tax Laws constitutes a material breach of this Contract. Any violation entitles DISTRICT to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity.

**6.25 Audit**

Eugene 4J School District, The Oregon Department of Education, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any book, documents, papers, and records of Proposer, which are directly pertinent to this specific contract, for the purpose of making audits, examinations, excerpts, and transcriptions. Proposer must maintain all required records for three years after Districts make final payment and all other pending matters are closed. (2CFR 200)

**6.26 Small, Minority, and Women Business**

Pursuant to 2 CFR 200.321 and Oregon Revised Statute (ORS) Chapter 200, and as a matter of commitment, District encourages the participation of minority, women, and emerging small business enterprises in all contraction opportunities. District also encourages joint ventures or subcontracting with minority, women, and emerging small business enterprises. For more information, please visit <http://www.oregon4bix.com/How-We-Can-help/COBID/>. If the Contract results in subcontracting opportunities, the successful Proposer may be required to submit a completed COBID Outreach Plan prior to execution.

**6.27 Non-Discrimination Clause**

PROPOSER agrees that no person shall be subject to unlawful discrimination based on race, color, gender, religion, national origin, U.S. military veteran status, marital status, disability, source of income, political affiliation, sexual orientation or age in programs, activities, services, benefits, or employment in connection with this Contract. It is further understood that any Proposer that is in violation of this clause shall be barred from doing business with the District, unless and until such time as a satisfactory showing is made that discriminatory practices have terminated and that a recurrence of such acts is unlikely.

**6.28 Pay Equity**

As required by ORS 279B.235, PROPOSER shall comply with ORS 652.220 and shall not unlawfully discriminate against any of PROPOSER's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. "Protected class" means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability or age. PROPOSER's compliance with this section constitutes a material element of this Contract and a failure to comply constitutes a breach that entitles Agency to terminate this Contract for cause. PROPOSER may not prohibit any of PROPOSER's employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another

employee or another person. PROPOSER may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits, or other compensation with another employee or another person.

**6.29 Indemnification**

PROPOSER shall defend, indemnify and hold harmless DISTRICT, its officers, directors, employees, and agents from and against all liabilities, losses, expenses, claims, actions, or judgments (including attorney fees) recovered or made against DISTRICT for any damages, injury, or death to persons or damage to property caused by the negligent or intentional acts or omissions of PROPOSER, its officers, employees, agents, or subcontractors related to PROPOSER's performance under this Contract. PROPOSER's indemnification extends to conditions created by this Contract or based upon violation of any statute, ordinance or regulation. This provision is in addition to any common law or statutory liability and indemnification rights available to DISTRICT.

**6.30 Equal Opportunity**

In accordance with Federal civil rights law and U.S. regulations and policies, prospective bidders are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

*This institution is an equal opportunity provider.*

**6.31 Oregon False Claim Act**

PROPOSER acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any action by PROPOSER pertaining to this Contract, including the procurement process relating to this Contract that constitutes a "claim" (as defined by ORS 180.750(1)). By its execution of this Contract, PROPOSER certifies the truthfulness, completeness, and accuracy of any statement or claim it has made, it makes, it may make, or causes to be made that pertains to this Contract. In addition to other penalties that may be applicable, PROPOSER further acknowledges that if it makes, or causes to be made, a false claim or performs a prohibited act under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against PROPOSER.

**6.32 Ethics in Public Contracting**

By submitting a proposal, Proposers certify that their proposal is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Proposer, supplier, manufacturer or sub-Proposer in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, or services.

**6.33 Hours of Labor**

For those employees of Proposer covered or subject to Oregon employment laws:

- Persons employed under this Contract shall receive at least time and a half pay for work performed on the legal holidays specified in ORS 279A.055 and for all overtime worked in excess

of 40 hours in any one week, except for individuals who are excluded under ORS 653.010 to 653.261 or under 29 USC 201 to 209 from receiving overtime.

- Except as provided above, no person shall be employed for more than ten hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or where the District absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279A.055 the laborer shall be paid at least time and a half pay:
  - for all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or
  - for all overtime in excess of ten hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; or
  - for work performed on Saturday and on any legal holidays specified in ORS 279B.020.

For those employees of Proposer that are covered or subject to Oregon employment laws, Proposer must, pursuant to ORS 279B.020, give notice to employees who perform work on this Contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

#### **6.34 Time Limitation on Claim for Overtime**

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

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

#### **6.35 Access to Records**

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

#### **6.36 Waiver; Severability**

Waiver of any default or breach under this Contract by DISTRICT does not constitute a waiver of any subsequent default or a modification of any other provision of this Contract. In any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held invalid.

**6.37 Attorney's Fees**

In the event of any action to enforce or interpret this contract, the prevailing party shall be entitled to recover from the losing party reasonable attorney fees incurred in the proceeding, as set by the court, at trial, upon appeal, or upon review.

**6.38 Choice of Law**

Any dispute under this agreement or related to this agreement shall be decided in accordance with the laws of the State of Oregon and litigation shall be in Lane County, Oregon.

**6.39 Time is of the Essence**

Time is of the essence in the performance of this Contract.

**6.40 Amendments**

Any amendments, consents to or waivers of the terms of this Contract must be in writing and signed by both parties.

**6.41 Entire Contract**

When signed by both parties, this Contract (and any attached exhibits or supporting documents) is the final and entire agreement. As the final and entire expression, this Contract supersedes all prior and contemporaneous oral or written communications between the parties, their agents and representatives. There are no representations, promises, terms, conditions, or obligations other than those contained herein.

**6.42 Notices**

Any notice given in connection with this Contract shall be given in writing and shall be delivered either by hand to the signing party or by regular and certified mail to the party at the party's address stated herein.

**6.43 Counterparts**

This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and be binding upon the Parties. The Parties agree that they may conduct this transaction, including any amendments or extension, by electronic means including the use of electronic signatures.

**6.44 Headings**

The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.

**6.45 Force Majeure**

Neither party shall be liable to the other for any delay or failure to perform hereunder due to flood, fire, earthquakes, civil unrest, acts of God, acts of government, terrorist acts, or other acts of political sabotage, or war where such cause was beyond the reasonable control of DISTRICT or PROPOSER, respectively.

**6.46 Buy American Preference**

The District participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practical, to buy domestic commodities or products for Program meals. Contractor will purchase, to the maximum extent

practicable, domestic commodities or products in accordance with 7 CFR 210.21 (d) and 7 CFR 220.16(d).

- a. A “domestic commodity or product” is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR Part 210.21(d).
- b. Substantially means over 51% of the final processed product (by weight or volume) must consist of agricultural commodities grown domestically.
- c. Vendor will provide District with point of origin for all products and alert District if product cannot reasonably be provided domestically due to lack of availability or without a significant price increase.
- d. Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing to a designated official, a minimum of 10 days in advance of delivery. The request must include:
  - Alternative substitute (s) that are domestic and meet the required specifications;
  - Price of the domestic food alternative substitute (s); and
  - Availability of the domestic alternative substitute (s) in relation to the quantity ordered.
  - Reason for exception: limited/lack of availability or price (include price):
  - Price of the domestic food product; and
  - Price of the non-domestic product that meets the required specification of the domestic product.

## SECTION 7 INSURANCE REQUIREMENTS

Proposer shall obtain at Proposer's expense the insurance specified in this SECTION C: Insurance Requirements prior to performing under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract, as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply. Proposer shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in Oregon and that are acceptable to the District. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Proposer shall pay for all deductibles, self-insured retention and self-insurance, if any.

### **1 WORKERS' COMPENSATION & EMPLOYERS' LIABILITY**

All employers, including Proposer, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Proposer shall require and ensure that each of its sub-contractors complies with these requirements. If Proposer is a subject employer, as defined in ORS 656.023, Proposer shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If Proposer is an employer subject to any other state's workers' compensation law, Proposer shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state sub-contractors complies with these requirements.

### **2 COMMERCIAL GENERAL LIABILITY**

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the District. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this contract, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$2,000,000 per occurrence. Annual aggregate limit shall not be less than \$4,000,000.

### **3 AUTOMOBILE LIABILITY INSURANCE**

Automobile Liability Insurance covering Proposer's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$2,000,000 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability).

### **4 PROFESSIONAL LIABILITY**

Professional Liability insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract by the Proposer and Proposer's sub-contractors, agents, officers or employees in an amount not less than \$2,000,000 per claim. Annual aggregate limit shall not be less than \$4,000,000. If coverage is on a claims-made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Proposer shall provide Tail Coverage as stated below.

### **5 EXCESS/UMBRELLA INSURANCE**



A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

**6 ADDITIONAL INSURED**

All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Contract must include an additional insured endorsement specifying the Eugene School District 4J, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Proposer's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 04 13 or equivalent.

**7 WAIVER OF SUBROGATION**

Proposer shall waive rights of subrogation which Proposer or any insurer of Proposer may acquire against the District or State of Oregon by virtue of the payment of any loss. Proposer will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the Vendor or the Vendor's insurer(s).

**8 TAIL COVERAGE**

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Vendor shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Contract, for a minimum of 24 months following the later of (i) Vendor's completion and Agency's acceptance of all Services required under this Contract, or, (ii) Agency or Vendor termination of contract, or, (iii) The expiration of all warranty periods provided under this Contract.

**9 CERTIFICATE(S) AND PROOF OF INSURANCE**

Vendor shall provide to District Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) shall list the District, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this contract. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance District has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

**10 NOTICE OF CHANGE OR CANCELLATION**

The Vendor or its insurer must provide at least 30 days' written notice to Agency before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

**11 INSURANCE REQUIREMENT REVIEW**

Vendor agrees to periodic review of insurance requirements by District under this agreement and to provide updated requirements as mutually agreed upon by Vendor and District.

## ATTACHMENT A ADDITIONAL REPRESENTATIONS

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

**1** Consultants and firm specialists mentioned in response to this request for proposal can only be changed with the express prior written permission of the District, which retains the right to approve or reject replacements.

**2** The Proposer, if an individual, is of lawful age; is the only one interested in this proposal; and that no person, firm, or corporation, other than that named, has any interest in the proposal, or in the contract proposed to be entered into.

**3** The Proposer, and each person signing on behalf of any Proposer, certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that to the best of their knowledge and belief:

- The fees and rates in the proposal have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other Proposer or with any competitor;
- Unless otherwise required by law, the fees and rates that have been quoted in the proposal have not been knowingly disclosed by the Proposer prior to the proposal deadline, either directly or indirectly, to any other Proposer or competitor;
- No attempt has been nor will be made by the Proposer to induce any other person, partnership, or corporation to submit or not to submit a proposal for the purpose of restraining trade;
- No School Board member or other officer, employee, or person, whose salary is payable in whole or in part from the District, has a direct or indirect financial interest in the proposal;
- Said Proposer is not in arrears to District upon any debt or contract, and is not a defaulter, as surety or otherwise, upon any obligation to District and has not been declared irresponsible, or unqualified, by any department of District or the State of Oregon, nor is there any proceeding pending relation to the responsibility or qualification of the Proposer to receive public contracts, except (if none, Proposer will insert "none"): \_\_\_\_\_

**4** The Proposer has examined all parts of this Request for Proposal, including all requirements and contract terms and conditions thereof, and, if its proposal is accepted, the Proposer shall execute a contract which incorporates the stated requirements, proposal response and terms and conditions.

**5** The Proposer fully understands and submits its proposal with the specific knowledge that:

- The selected proposal must be approved by the School Board.
- In the event that the Proposer's response is accepted, the proposal will be incorporated into a contract containing general terms and conditions as provided in the Request for Proposal, and the appropriate District authority must approve the resultant contract.

### Signature

The undersigned hereby certifies to the truth and accuracy of all statements, answers, and data contained in this proposal and application, and hereby authorizes Eugene School District 4J to make any necessary examinations or inquiries in order to make a determination as to the qualifications and responsibility of the Proposer. The undersigned has examined all parts of this RFP and understands that it is completely discretionary with the Selection Committee whether to accept, reject, or negotiate its proposal submitted pursuant thereto.

**Name of Proposer:** \_\_\_\_\_

**Signature of Proposer:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

ATTACHMENT B  
REFERENCES

Provide the names and addresses of five (5) agencies your company has provided services similar herein. District may perform reference checks to evaluate existing service.

VENDOR NAME: \_\_\_\_\_

Customer Identification: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Contact Name/Title: \_\_\_\_\_  
Phone Number: (     ) \_\_\_\_\_ Email: \_\_\_\_\_

Customer Identification: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Contact Name/Title: \_\_\_\_\_  
Phone Number: (     ) \_\_\_\_\_ Email: \_\_\_\_\_

Customer Identification: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Contact Name/Title: \_\_\_\_\_  
Phone Number: (     ) \_\_\_\_\_ Email: \_\_\_\_\_

Customer Identification: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Contact Name/Title: \_\_\_\_\_  
Phone Number: (     ) \_\_\_\_\_ Email: \_\_\_\_\_

Customer Identification: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Contact Name/Title: \_\_\_\_\_  
Phone Number: (     ) \_\_\_\_\_ Email: \_\_\_\_\_

## ATTACHMENT C SIGNATURE PAGE

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

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

The undersigned, by submitting a proposal, represents that:

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

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

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

Addenda: No. \_\_\_\_\_ through No. \_\_\_\_\_ inclusive.

### NON-DISCRIMINATION CLAUSE

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

### RESIDENT CERTIFICATE

The Bidder, pursuant to ORS 279A.120(1), (check one) is \_\_\_\_ or is not \_\_\_\_ a resident Bidder. If not, indicate State of residency: \_\_\_\_\_.

### PAY EQUITY CERTIFICATE

This certificate is required if Proposer employs 50 or more full-time workers and the prospective contract price is estimated to exceed \$500,000. [This requirement does not apply to architectural, engineering, photogrammetric mapping, transportation planning or land surveying and related services contracts.] Does a current authorized representative of Proposer possess an unexpired Pay Equity Certificate issued by the Department of Administrative Services? YES ☐ / NO ☐ / N/A ☐. [If the certificate was provided with the

Bid or Proposal submitted for a solicitation related to the prospective contract, then it is not necessary to resubmit it. **Otherwise, if applicable, submit a copy of the certificate with this form.]**

We therefore offer and make this proposal on furnishing the requested product and services at the prices indicated herein in fulfillment of the specifications of Eugene School District 4J.

Vendor Organization Legal Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Signer Name/Title: \_\_\_\_\_

Phone Number: (     ) \_\_\_\_\_ Email: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

## ATTACHMENT D PRICE PROPOSAL WORKSHEET

*Please see attached "Attachment D Price Proposal Spreadsheet" for a non-binding listing of fresh produce desired for the 2026-27 school year. Each proposer must provide current pricing on all items listed and return the list with its proposal. Because produce prices fluctuate on a daily basis, price will serve as only one consideration in making the contract award. Product specifications are based on products and pack sizes currently in use. Alternate pack sizes may be accepted when pack size specified is not available. Eugene School District 4J reserves the right to request produce that is not shown on its list at this time.*

ATTACHMENT E  
TAX INFORMATION SHEET

Payment information will be reported to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by the Contractor. Contractor certifies under penalty of perjury that Contractor reports to the IRS under the tax classification checked below.

- ☐ Individual/sole proprietor or single-member LLC
- ☐ Partnership
- ☐ C Corporation
- ☐ S Corporation
- ☐ Trust/estate
- ☐ Limited Liability Company: Enter classification: C= C corporation S=S corporation, P=partnership) \_\_\_\_  
**Note:** Check the appropriate above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.
- ☐ Exempt Payee: Enter type of organization: \_\_\_\_\_  
**Note:** See IRS Form W9 for types of payees exempt from backup withholding

**Taxpayer Identification Number (TIN):** \_\_\_\_\_  
*The TIN provided must match the name given above to avoid backup withholding. For individuals, this is generally your social security number (SSN). For other entities, it is generally your employer identification number (EIN).*

**Vendor Statement**  
*Vendor represents and warrants that Vendor has complied with the tax laws of this state or a political subdivision of this state, including but not limited to Oregon Revised Statute (ORS) 305.620 and ORS chapters 316, 317 and 318. Vendor covenants that Vendor will continue to comply with the tax laws of this state or a political subdivision of this state during the term of this contract. Failure by the Vendor to comply with the tax laws before the execution of this Contract or during the term of this Contract is a default for which the District may terminate this Contract and seek damages and other relief available under the terms of this Contract or under applicable law.*

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Vendor Signature, Title Date



ATTACHMENT F  
VENDOR DELIVERY AND HISTORY SHEET

**VENDOR:** \_\_\_\_\_

Date started business: \_\_\_\_\_ # of years doing business in Eugene: \_\_\_\_\_

This Proposal has delivery requirements for Produce products.

**A. Describe your capabilities to provide Produce product delivery service to Eugene School District 4J (including the days of the week, time of day for deliveries, and how Vendor will handle special needs deliveries).**

**B. Delivery fee schedules (minimums and volume discounts)**

**C. Performance History: Please provide the names of public agencies or schools to which you have provided Produce product delivery service for 18 months or longer:**

	Agency Name	Location	Approx. Amount	Delivery Days
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____

**Printed Name:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

ATTACHMENT G  
ADDITIONAL PROPOSAL CONSIDERATIONS

**VENDOR:** \_\_\_\_\_

Please indicate a response to items below. In addition, Proposer is invited to submit additional terms for consideration by the District regarding delivery minimums, volume discounts, and any other special terms they would like to include in their proposal. Please state these additional terms below.

- 1. Please describe your company's ability to provide the District consistently high-quality produce.**
- 2. What policies and procedures do you have in place to assure food safety?**
- 3. Please describe your company's ability to provide the District with Oregon grown, sourced-identified produce. What systems do you have in place for tracking and labeling Oregon grown produce?**
- 4. Please describe your company's ability to provide a variety of specialty and certified organic produce items.**

Printed Name: \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**ATTACHMENT G**  
**SUSPENSION AND DEBARMENT CERTIFICATION**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION  
LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549 and 12689, Debarment and Suspension, Title 2 CFR 180 and 2 CFR 200.213, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

---

Organization Name

---

PR/Award Number or Project Name

---

Names(s) and Title(s) of Authorized Representative(s)

---

Signature(s)

---

Date

**Instructions for Certification**

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

## ATTACHMENT H

### CERTIFICATION REGARDING FEDERAL MATTERS

Because certain Authorized Purchasers may utilize federal funding to purchase Goods and Services under a Contract, all Proposers must complete and submit this certification as part of submitting a Proposal. If federal terms and conditions are applicable to a Contract, the Sponsor will attach and incorporate the specific relevant federal provisions into the purchase order form.

#### Certification

Proposer certifies that Proposer shall comply, and require all subcontractors to comply, with all federal laws, regulations, and executive orders applicable to a Contract. These may include but not be limited to:

1. If the Contract is for more than \$10,000, compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). A religious organization's exemption from the Federal prohibition on employment discrimination on the basis of religion, in section 702(a) of the Civil Rights Act of 1964, 42 U.S.C. 2000e-1, is not forfeited.
2. Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3).
3. Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5).
4. Compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5).
5. If the Contract is for more than \$100,000, compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection DAS regulations (40 CFR part 15).
6. Compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
7. Compliance with mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 USC 6901 et. seq.). Section 6002 of that Act (codified at 42 USC 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection DAS. Current guidelines are set forth in 40 CFR Part 247.
8. Compliance with applicable audit requirements and responsibilities set forth in the Office of Management and Budget Circular A-133 entitled "Audits of States, Local Governments and Non-Profit Organizations." Sub recipients shall also comply with applicable Code of Federal Regulations (CFR) sections and OMB Circulars governing expenditure of federal funds.
9. Compliance with the Pro-Children Act of 1994 (codified at 20 USC section 6081 et. seq.).
10. Debarment and Suspension. Contractor certifies and shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension". (See 2 CFR Part 180.) This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

11. National School Lunch Program: Contractor must comply with the requirements of the National School Lunch Program, 7 CFR §210; title IX of the Education Amendments of 1972; section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Department of Agriculture regulations on nondiscrimination (7 CFR Parts 15, 15a, and 15b); and FNS Instruction 113-1.
12. That the Contractor certifies, to the best of the Contractor's knowledge and belief that:
- No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an DAS, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
  - If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any DAS, a Member of Congress, an officer or employee of Congress, or an employee of Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
  - The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.
  - This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I, the official named below, certify that I am duly authorized to legally bind Proposer to this Certification Regarding Federal Matters:

*Proposer/Vendor Name:*

*By (Authorized Signature of Person with Authority to Obligate the Proposer), and Date*

*Printed Name*

*Title of Person Signing*

## ATTACHMENT I CLEAR AIR AND WATER CERTIFICATE

Applicable if the contract exceeds \$150,000, or the Contracting Officer has determined that the orders under an indefinite quantity contract in any one year will exceed \$150,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 7401-7671q.) or the Federal Water Pollution Control Act (33 U.S.C. 1251-1387) and is listed by EPA, or the contract is not otherwise exempt. The Vendor shall execute this Certificate.

### THE VENDOR AGREES AS FOLLOWS:

- A. To comply with all the applicable standards, orders or regulation issued pursuant to the Clean Air Act, as amended , 42 U.S.C 7401-7671q and the Federal Water Pollution Control Act, as amended, 33 U.S.C.1251-1387 respectively, relating to inspection, monitoring, entry, reports and information as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the award of this contract.
- B. That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency list of violating facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.
- C. To use his/her best efforts to comply with Clean Air standards and Clean Water standards at the facilities in which the contract is being performed.
- D. To insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph.

### THE TERMS IN THIS CLAUSE HAVE THE FOLLOWING MEANINGS:

- A. The term "Air Act" means the Clean Air Act, as amended (42 U.S.C 7401-7671q, as amended by Public Law 91-604).
- B. The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387, as amended by Public Law 92-500).
- C. The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Clean Air Act or Executive Order 11738, an applicable implementation plan as described in section 42 U.S.C.7410(d) of the Clean Air Act (42 U.S.C. 7410), an approved implementation procedure or plan under Section 42 U.S.C 7405-7411, or approved implementation procedure under (42 U.S.C. 7412).
- D. The term "Clean Water Standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Federal Water Pollution Control Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by the Water Act (33 U.S.C. 1342) or by local government to ensure compliance with pretreatment regulations as required by the Water Act (33 U.S.C. 1317).
- E. The term "Compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedules, plans, and orders approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirements of the Clean Air Act or Federal Water Pollution Control Act and regulations issued pursuant thereto.
- F. The term "facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location or sites of operations, owned, sponsored, or supervised by the Vendor.

---

SIGNATURE/TITLE OF THE VENDOR AUTHORIZED REPRESENTATIVE

---

DATE

**ATTACHMENT J**  
**CERTIFICATION REGARDING LOBBYING DISCLOSURE**

(Complete the form that is applicable.)

NOTE: This certificate must be completed for all new and renewal contract years when the contract exceeds \$100,000.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

---

Name/Address of Organization

---

Name/Title of Submitting Official

---

Signature

---

Date



**DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

<b>1. Type of Federal Action:</b> _____ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<b>2. Status of Federal Action:</b> _____ a. bid/offer/application b. initial award c. post-award	<b>3. Report Type:</b> _____ a. initial filing b. material change  <b>For Material Change Only:</b> Year _____ Quarter _____ Date of Last Report _____
<b>4. Name and Address of Reporting Entity:</b> _____ Prime _____ Subawardee Tier _____, if known:		<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>  _____
<b>6. Federal Department/Agency:</b>  _____		<b>7. Federal Program Name/Description:</b>  _____
<b>8. Federal Action Number, if known:</b>  _____	<b>9. Award Amount, if known:</b> \$ _____	
<b>10a. Name and Address of Lobbying Entity:</b> (if individual, last name, first name, middle)  _____	<b>10b. Individuals Performing Services</b> (include address if different from 10a.) (last name, first name, middle)  _____	
<b>11. Amount of Payment</b> (check all that apply): \$  ____ Actual ____ Planned	<b>12. Type of payment</b> (check all that apply): ____ a. retainer ____ b. one-time fee ____ c. commission ____ d. contingent fee ____ e. deferred ____ f. other; specify: _____	
<b>13. Form of Payment</b> (check all that apply): ____ a. cash ____ b. in-kind; specify: Nature _____ Actual _____	<b>14. Continuation Sheet(s) SF-LLL-A Attached:</b> Yes ____ (Number ____) No ____	
<b>15. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or member(s) contracted for Payment indicated in Item 11:</b>  <div style="text-align: right;">Attach Continuation Sheet(s) SF-LLL-A (if necessary)</div>		
<b>16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>		
<b>Signature:</b> _____ <b>Print Name:</b> _____ <b>Title:</b> _____ <b>Telephone:</b> _____ <b>Date:</b> _____		

Federal Use Only:

Authorized for Local Reproduction  
Standard Form -- LLL

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. If the space on the form is inadequate, use of SF-LLL-A Continuation Sheet for additional information. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at Sponsorst one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) Number, Invitation for Bid (IFB) Number; grant announcement number; the contract, grant or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
- 10(a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
- 10(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check type of payment. Check all that apply.
13. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment. Check all that apply. If other, specify nature.
14. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached. If yes, list number of sheets attached.
15. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

The certifying official shall sign and date the form, print his/her name, title, and telephone number. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget. Paperwork Reduction Project (0348-00046), Washington, DC 20503.

**ATTACHMENT K**  
**CERTIFIED DISADVANTAGED BUSINESS OUTREACH PLAN**

**Proposer Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_ **Telephone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

“Certified Firm” means a small business certified under ORS 200.055 by the Oregon Certification Office for Business Inclusion and Diversity (COBID) as minority-owned businesses, woman-owned businesses, businesses that service-disabled veterans own, and emerging small businesses.

Certified Firms must have an equal opportunity to participate in the performance of contracts financed with state funds. By submitting its offer, Proposer certifies that it has taken, and if there are further opportunities, will take reasonable steps to ensure that Certified Firms are provided an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement.

The information submitted in response to this clause will not be considered in any scored evaluation.

**1. Is Proposer an Oregon certified firm?** Yes ☐ No ☐

If yes, indicate all certification type(s): DBE ☐ MBE ☐ WBE ☐ SDV ☐ ESB ☐ and supply

Oregon State Certification Number: \_\_\_\_\_

**2. Include a list of Certified Firms that Proposer has had a contractual relationship with within the last two years.**

**3. Include a list of firms that Proposer has had a contractual relationship with within the last two years that are not Certified Firms but may be minority-owned, woman-owned, service-disabled veteran-owned or emerging small businesses.**

**4. Does Proposer foresee any subcontracting opportunities for this procurement?** Yes ☐ No ☐

If no, do not complete the rest of this form and submit this first page with your Proposal.

If yes, please complete the following page and submit all pages with your Proposal.

**5. Describe the steps Proposer will take to solicit Certified Firms for subcontracting opportunities if awarded a contract from this procurement.**

**6. Describe the subcontracting opportunities and the approximate dollar value of each that may be available, if awarded a Contract.**

**7. Would Proposer be willing to report the identity of each subcontractor and the value of each subcontract to COBID if awarded a Contract from this procurement?**

Company Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name of Authorized Representative: \_\_\_\_\_

Title: \_\_\_\_\_



## EUGENE SCHOOL DISTRICT 4J GOODS AND SERVICES CONTRACT #27-XXX

THIS AGREEMENT SHALL BE BINDING ON THE DISTRICT ONLY IF SIGNED BY AUTHORIZED DESIGNEE  
AND A PURCHASING REPRESENTATIVE

This Goods and Services Contract ("Contract") is entered into between Eugene School District 4J ("District 4J") and XXXXXXXX ("Contractor"), referred to collectively in this Contract as "the Parties." District 4J and Contractor agree as follows:

### 1. TERM

This Contract shall become effective upon signature of authorized personnel and a member of the District 4J Purchasing Department, and shall remain in effect until August 31, 2027 unless terminated by District 4J or Contractor under the terms of this Contract. No party shall perform work under this Contract before the effective date.

### 2. SCOPE OF WORK

This Contract covers the Scope of Work as described in the Contractor's Proposal, attached and hereby incorporated by reference as Exhibit B. Work shall be performed in accordance with a schedule approved by District 4J. Contractor shall meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services. District 4J's Representative for this Contract is:

[Name, Title]

[Phone]

[E-Mail]

### 3. COMPENSATION

**3.1 PAYMENT.** Compensation is \$000.00/hour, if hourly rate is applicable. Total payments for goods or services will not exceed \$000.00; District 4J will not pay more than this amount unless specifically agreed to in an amendment executed by both parties. Contractor shall invoice District 4J, and District 4J shall pay the Contractor within 30 days of invoice approval and work acceptance and shall be subject to ORS 293.462.

**3.2 TRAVEL EXPENSE REIMBURSEMENT.** Authorized: ☐ Yes ☐ No

If travel expense reimbursement is authorized in this Contract, unless specifically stated and agreed upon, all travel-related expenses will be reimbursed at actual cost and not to exceed the GSA Per Diem Rates (<https://www.gsa.gov/travel/plan-book/per-diem-rates>).

### 4. CONTRACT DOCUMENTS

**4.1 THE CONTRACT.** The Contract consists of this document and the following listed exhibits, which are incorporated into this Contract as referenced here. In the event of a conflict between the requirements of this document and Exhibit B, the requirements in this document prevail. There are no other Contract documents unless specifically referenced in this contract.

**4.2 THE EXHIBITS.** With this document, the following Exhibits are incorporated into the Contract:

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Exhibit A | Contract Provisions                           |
| <input checked="" type="checkbox"/> Exhibit B | Scope of Work                                 |
| <input checked="" type="checkbox"/> Exhibit C | Insurance Requirements                        |
| <input checked="" type="checkbox"/> Exhibit D | Fingerprint and Background Check Requirements |
| <input type="checkbox"/> Exhibit E            | Federal Terms and Conditions                  |
| <input type="checkbox"/> Exhibit F            | Contractor W-9                                |

### 5. SIGNATURES

#### CONTRACTOR'S CERTIFICATIONS:

BY EXECUTION OF THIS CONTRACT, THE UNDERSIGNED CERTIFIES TO DISTRICT 4J THAT:



**EUGENE SCHOOL DISTRICT 4J**  
**GOODS AND SERVICES CONTRACT #27-XXX**

*THIS AGREEMENT SHALL BE BINDING ON THE DISTRICT ONLY IF SIGNED BY AUTHORIZED DESIGNEE  
AND A PURCHASING REPRESENTATIVE*

- The undersigned person has authority to execute this Contract on behalf of the Contractor, and to bind Contractor to its terms;
- Contractor has not discriminated against minority, women, or small business enterprises or a business that is owned or controlled by or that employs a disabled veteran as defined in ORS 408.225;
- Contractor has, to the best of its knowledge, complied with Oregon tax laws in the period prior to the execution of this Contract, and will continue to comply with such laws during the entire term of this Contract.

EACH PARTY, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

DISTRICT 4J

CONTRACTOR

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
E-Mail

\_\_\_\_\_  
E-Mail

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Eugene School District 4J  
200 North Monroe St  
Eugene, OR 97402

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

DISTRICT 4J PURCHASING DEPARTMENT

\_\_\_\_\_  
Name

\_\_\_\_\_  
Account Number



## EUGENE SCHOOL DISTRICT 4J GOODS AND SERVICES CONTRACT #27-XXX

THIS AGREEMENT SHALL BE BINDING ON THE DISTRICT ONLY IF SIGNED BY AUTHORIZED DESIGNEE  
AND A PURCHASING REPRESENTATIVE

### EXHIBIT A CONTRACT PROVISIONS

#### 1. Contractor's Personnel.

**1.1 Key Persons.** Contractor acknowledges and agrees that District selected Contractor, and is entering into this Agreement, because of the special qualifications of Contractor's key persons identified in the Statement of Work (each a "Key Person" and, together, "Key Persons"). Neither Contractor nor a Key Person may delegate performance of the powers and responsibilities that a Key Person is required to provide under this Agreement to another Contractor employee, subcontractor or agent without first obtaining the written consent of District. Further, Contractor may not re-assign or transfer a Key Person to other duties or positions such that the Key Person is no longer available to provide the District with the required expertise, experience, judgment, and personal attention, without first obtaining District's written consent to such re-assignment or transfer, which District will not unreasonably withhold or delay. Notwithstanding the foregoing, Contractor may replace a Key Person in the event the Key Person is no longer available due to circumstances beyond Contractor's reasonable control, such as death, illness, or termination of employment with Contractor. In the event Contractor requests that District approve a re-assignment or transfer of a Key Person, or if Contractor must replace a Key Person, District may interview, review the qualifications of, and approve or reject the proposed replacement for the Key Person. Any such replacement must have substantially equivalent or better qualifications than the Key Person being replaced. Any replacement personnel approved by District in writing (email acceptable) will thereafter be deemed a Key Person for purposes of this Agreement, and the Statement of Work will be deemed amended to include such Key Person.

**1.2 Payment for Replacement Key Personnel.** If District is paying Contractor on an hourly or other periodic basis, then Contractor will not charge District, and District will not pay, for a replacement Key Person while such replacement acquires the project knowledge and skills necessary to perform the Services. Such period of non-charge will be agreed upon by the parties.

**1.3 Work Performed on District Property.** Contractor and Contractor staff shall comply with all policies, rules, procedures, and regulations established by District for access to and activities in and around premises controlled by District, including but not limited to:

1.3.1 When performing work on District property, Contractor and Contractor's employees shall be in appropriate work attire (or uniform, if applicable) at all times. Contractor attire must meet the guidelines for non-offensive, derogatory, or other requirements similar to District staff.

1.3.2 Each day Contractor or Contractor's employees are present on District property, they must sign in at the location's main office and obtain an identification/visitor tag. Contractor and Contractor's employees must display this tag on their person at all times while on District property.

1.3.3 All District properties are tobacco-free zones; Contractor and/or Contractor's employees are prohibited from using any tobacco product on District property.

1.3.4 All District properties are also drug-free, weapons-free and firearms-free zones; Contractor and/or Contractor's employees are prohibited from possessing on their persons or in their vehicles any drug, weapon or firearm while on District property.

**1.4 Employee Removal:** At District's request, Contractor shall immediately remove any contractor employee, agent, representative or subcontractor from all district properties in cases where District in its sole discretion determines that removal of that individual is in the district's best interests.

**1.5 Obligation to report abuse.** Contractor acknowledges District's obligations related to child abuse and sexual conduct. If there are reports or allegations of sexual conduct or child abuse involving one of Contractor's employees, Contractor agrees to immediately comply with the District's request for removal of the employee. Contractor will cooperate in any investigation being conducted by District, law enforcement, DHS, ODE and/or TSPC. Contractor has received information from District related to the prevention and identification of child abuse and sexual conduct, the obligations of school employees to report abuse and sexual conduct, and appropriate electronic communications with students and agrees to provide this information to any employee having direct, unsupervised contact with students. Contractor has reviewed and will comply with the following ORS statutes: [https://www.oregonlegislature.gov/bills\\_laws/ors/ors419B.html](https://www.oregonlegislature.gov/bills_laws/ors/ors419B.html).

**1.6 Hazardous Materials.** Contractor shall notify District before using any products containing hazardous materials to which district employees, students, or the general public may be exposed. Products containing hazardous materials are those products defined by Oregon Administrative Rules, Chapter 437. Upon District request, Contractor must immediately provide Material Safety Data Sheets to District for all materials subject to this provision.

#### 2. Independent Contractor; Responsibility for Taxes and Withholding

**2.1 Independent Contractor.** Contractor shall perform all Services as an independent contractor. District reserves the right (i) to determine and modify the delivery schedule for the Services and (ii) to evaluate the quality of the Services; however, District may not and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Services.



## EUGENE SCHOOL DISTRICT 4J GOODS AND SERVICES CONTRACT #27-XXX

*THIS AGREEMENT SHALL BE BINDING ON THE DISTRICT ONLY IF SIGNED BY AUTHORIZED DESIGNEE  
AND A PURCHASING REPRESENTATIVE*

**2.2 No Conflicts.** Contractor, by signature to this Agreement, represents and warrants that Contractor's performance of the Services under this Agreement creates no potential or actual conflict of interest as defined by ORS 244; and no statutes, rules or regulations of any District, State of Oregon or Federal Agency for which Contractor currently performs work would prohibit Contractor from performing the Services under this Agreement.

**2.3 Affiliation.** Contractor understands and agrees that it is not an "officer," "employee," or "agent" of the District, as those terms are used in ORS 174.109, ORS 244.020 or otherwise.

**2.4 Taxes and Benefits.** Contractor is responsible for all federal or state taxes applicable to compensation or payments paid to Contractor under this Agreement and, unless required by applicable law, District will not withhold from such compensation or payments any amount to cover Contractor's federal or state tax obligations. Contractor is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Contractor under this Agreement, except as a self-employed individual.

### **3. Subcontracts, Successors, And Assignments**

**3.1 Subcontracts.** Contractor shall not enter into any subcontracts for any of the Services required by this Agreement without District's prior written consent. In addition to any other provisions District may require, Contractor shall include in any permitted subcontract under this Agreement provisions to ensure that District will receive the benefit of subcontractor's performance as if the subcontractor were Contractor. District's consent to any subcontract does not relieve Contractor of any of its duties or obligations under this Agreement.

**3.2 Successors and Assigns.** The provisions of this Agreement are binding upon and inure to the benefit of the parties to this Agreement, their respective successors, and permitted assigns, if any.

**3.3 No Assignment.** Contractor shall not assign or transfer any of its rights or delegate its obligations under this Agreement without District's prior written consent.

### **4. Representations and Warranties.**

**4.1 Contractor's General Representations and Warranties.** Contractor represents and warrants to District that:

4.1.1 Contractor has the power and authority to enter into and perform this Agreement;

4.1.2 This Agreement, when executed and delivered, is a valid and binding obligation of Contractor enforceable in accordance with its terms;

4.1.3 Contractor shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Services;

4.1.4 Contractor prepared its proposal related to this Agreement, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty; and

4.1.5 Contractor (to the best of Contractor's knowledge, after due inquiry), for a period of no fewer than six calendar years preceding the Effective Date, faithfully has complied with:

4.1.5.1 All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;

4.1.5.2 Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor;

4.1.5.3 Any tax provisions imposed by a political subdivision of this State that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor;

4.1.5.4 Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions; and

4.1.5.5 Contractor has no undisclosed liquidated and delinquent debt owed to the District.

### **4.2 Contractor's Performance Warranties.**

4.2.1 Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor shall apply that skill and knowledge with care and diligence to perform the Services in a professional manner and in accordance with the highest standards prevalent in Contractor's industry, trade or profession;

4.2.2 The Services and each Deliverables delivered by Contractor pursuant to the Services will materially comply with any service descriptions, specifications, standards or requirements set forth in this Agreement;





## EUGENE SCHOOL DISTRICT 4J GOODS AND SERVICES CONTRACT #27-XXX

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4.2.3 Except as otherwise provided in this Agreement (including Section 5, Ownership of Work Product), Contractor shall transfer all Deliverables to District free and clear of any and all restrictions on or conditions of transfer, modification, licensing, sublicensing, direct or indirect distribution, or assignment, and free and clear of any and all liens, claims, mortgages, security interests, liabilities, and encumbrances of any kind; and

4.2.4 Except as otherwise set forth in this Agreement, any subcontractors performing work for Contractor under this Agreement have assigned all of their rights in the Deliverables to Contractor or District and no third party has any right, title or interest in any Deliverables supplied to District under this Agreement.

**4.3 Warranties cumulative.** The warranties set forth in Section 8 are in addition to, and not in lieu of, any other warranties set forth elsewhere in this Agreement.

### **4.4 Equipment, Tools, Materials, or Supplies.**

4.4.1 Contractor shall supply, at Contractor's sole expense, all equipment, tools, materials, and/or supplies to accomplish the agreed upon services herein. Contractor shall be responsible for any loss, damage, or destruction of its own property, equipment, and materials used in conjunction with the work.

4.4.2 Any equipment owned by Eugene School District 4J intended for use by Contractor to perform the agreed upon services shall be specifically listed herein under Exhibit B "Scope of Work." Any District 4J-owned equipment not listed within Exhibit B "Scope of Work" is not intended for Contractor use and shall be considered unapproved under the terms of this Contract. Contractor shall be responsible for any loss, damage, or destruction of pre-approved District 4J-owned property, equipment, or materials in the event of negligence of the Contractor.

### **5. Ownership of Work Product.**

**5.1 Definitions.** As used in this Section 5, and elsewhere in this Agreement, the following terms have the meanings set forth below:

5.1.1 "Contractor Intellectual Property" means any intellectual property owned by Contractor and developed independently from the Services.

5.1.2 "Third Party Intellectual Property" means any intellectual property owned by parties other than District or Contractor.

5.1.3 "Work Product" means everything that is originally made, conceived, discovered, or reduced to practice by Contractor or Contractor's subcontractors or agents (either alone or with others) pursuant to this Agreement, including every invention, modification, discovery, design, development, customization, configuration, improvement, process, work of authorship, documentation, formula, datum, technique, know how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection).

**5.2 Original Works.** District claims no right to any pre-existing work product of Contractor provided to District by Contractor in the performance of this Contract, except to copy, use, or re-use any such work product for District use only. All Work Product created by Contractor pursuant to the Services, including derivative works and compilations of Work Product, and whether or not such Work Product is considered a work made for hire or an employment to invent, is the exclusive property of District. District and Contractor agree that such Work Product is "work made for hire" of which District is the author within the meaning of the United States Copyright Act. If for any reason the Work Product is not "work made for hire," Contractor hereby irrevocably assigns to District any and all of its rights, title, and interest in all Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon District's reasonable request, Contractor shall execute such further documents and instruments necessary to fully vest such rights in District. Contractor forever waives any and all rights relating to Work Product, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

**5.3 License in Contractor Intellectual Property.** In the event that a Deliverables delivered by Contractor under this Agreement is or is a derivative work based on Contractor Intellectual Property, or is a compilation that includes Contractor Intellectual Property, Contractor hereby grants to District an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing elements of the Contractor Intellectual Property employed in the Deliverables, and to authorize others to do the same on District's behalf.

**5.4 License in Third Party Intellectual Property.** In the event that a Deliverables delivered by Contractor under this Agreement is or is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Contractor shall secure on the District's behalf and in the name of the District an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing elements of the Third Party Intellectual Property employed in the Deliverables, and to authorize others to do the same on District's behalf.

**5.5 No Rights.** Except as expressly set forth in this Agreement, nothing in this Agreement may be construed as granting to or conferring upon Contractor any right, title, or interest in any intellectual property that is now owned or subsequently owned by District. Except as expressly set



## EUGENE SCHOOL DISTRICT 4J GOODS AND SERVICES CONTRACT #27-XXX

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forth in this Agreement, nothing in this Agreement may be construed as granting to or conferring upon District any right, title, or interest in any Contractor Intellectual Property that is now owned or subsequently owned by Contractor.

**5.6 Marks.** Neither party grants the other the right to use its trademarks, trade names, service marks or other designations in any promotion or publication without prior written consent. Each party grants only the licenses and rights specified in this Agreement. Contractor agrees to follow District Policy KJ for Commercial Activities.

**5.7 Competing Services.** Subject to the provisions of this Section 9, and Contractor's obligations with respect to Confidential Information, including as defined in Section 10, nothing in this Agreement precludes or limits in any way the right of Contractor to: (i) provide services similar to those contemplated in this Agreement, or consulting or other services of any kind or nature whatsoever to any individual or entity as Contractor in its sole discretion deems appropriate, or (ii) develop for Contractor or for others, Deliverables or other materials that are competitive with those produced as a result of the Services provided hereunder, irrespective of their similarity to the Deliverables delivered pursuant to this Agreement. Each party is free to utilize any concepts, processes, know-how, techniques, improvements or other methods it may develop during the course of performance under this Agreement free of any use restriction or payment obligation to the other.

### **6. Confidential Information.**

**6.1 Confidential Information.** Contractor acknowledges that it and its employees, officers, directors, agents or subcontractors (collectively, "Contractor Staff") may, in the course of performing the Services under this Agreement, be exposed to or acquire information that is confidential to District or District's clients. Any and all information of any form (including but not limited to records, files, papers, materials, documents, and communications in written, verbal, oral and electronic form) that Contractor or any Contractor Staff may come into contact with or that is obtained by Contractor or Contractor Staff in the performance of this Agreement shall be considered for the purposes of this Agreement the confidential information of District ("Confidential Information"). Contractor shall, and shall cause Contractor Staff to treat any reports or other documents or items (including software) that result from the use of the Confidential Information in the same manner as the Confidential Information. Confidential Information does not include information that (i) is or becomes (other than by disclosure by Contractor or Contractor Staff acquiring such information) publicly known or is contained in a publicly available document except to the extent applicable law still restricts disclosure; (ii) is furnished by District to others without restrictions similar to those imposed by this Agreement; (iii) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; (iv) is obtained from a source other than District without the obligation of confidentiality, (v) is disclosed with the written consent of District, or; (vi) is independently developed by Contractor or Contractor Staff who can be shown to have had no access to the Confidential Information.

**6.2 FERPA Re-Disclosure.** Family Education Rights and Privacy Act ("FERPA") Prohibits the Re-Disclosure of Confidential Student Information: Except in very specific circumstances and as agreed in writing, Contractor shall not disclose to any other party without prior consent of the parent/guardian any information or records regarding students or their families that Contractor may learn or obtain in the course and scope of its performance of this Agreement. Any re-disclosure of confidential student information must comply with the re-disclosure laws of FERPA. Contractor is not to re-disclose information without prior written notification to and written permission of District. If District grants permission, Contractor is solely responsible for compliance with the re-disclosure under 34 CFR §99.32(b). Consistent with FERPA's requirements, personally identifiable information obtained by Contractor in the performance of this Agreement must be used only for the purposes identified in this Agreement.

**6.3 Security.** Any disclosure or removal of any district matter or property by Contractor without the express written permission of District shall be cause for immediate termination of this agreement. Contractor shall bear sole responsibility for any liability including, but not limited to attorney fees, resulting from any action or suit brought against district because of Contractor's willful or negligent release of information, documents, or property contained in or on district property. District hereby deems all information, documents, and property contained in or on district property privileged and confidential.

**6.4 Non-Disclosure.** Contractor shall hold, and shall cause Contractor Staff to hold, all Confidential Information in confidence, using the highest standard of care applicable, and shall not copy, reproduce, sell, assign, license, market, transfer, distribute, or otherwise dispose of, give, make available or disclose, in whole or in part, directly or indirectly, Confidential Information to third parties (other than its authorized subcontractors), or use Confidential Information for any purposes whatsoever other than the provision of Services to District hereunder, and shall advise Contractor Staff of their obligations to keep Confidential Information confidential. Contractor shall assist District in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise District immediately in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement, and Contractor will at its expense cooperate with District in seeking injunctive or other equitable relief in the name of District or Contractor against any such person. Contractor shall not at any time during or after the term of this Agreement, except as directed by District, disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Agreement. Upon expiration or termination of this Agreement or at District's request, Contractor shall deliver to District all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing and unless otherwise specified in this Agreement, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of performance of the Services.



## EUGENE SCHOOL DISTRICT 4J GOODS AND SERVICES CONTRACT #27-XXX

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**6.5 Confidentiality Policies.** Contractor shall, upon District's request, provide its policies and procedures for safeguarding Confidential Information to District for District's review and consent. Such policies must address information conveyed in oral, written, and electronic format and include procedures for how Contractor will respond when a violation or possible violation occurs.

**6.6 Injunctive Relief.** Contractor acknowledges that breach of this Section 6, including disclosure of any Confidential Information, will cause irreparable injury to District that is inadequately compensable in damages. Accordingly, District may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of District and are reasonable in scope and content.

**6.7 Publicity.** Contractor agrees that it will not disclose the form, content or existence of this Agreement or any Deliverables 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 Contractor's services, without the prior written consent of District.

### **7. Indemnity by Contractor.**

**7.1 Claims.** Contractor shall defend, save, hold harmless, and indemnify District and its officers, employees, and agents from and against all third party claims, suits, actions, losses, damages, liabilities, costs (including attorneys' fees) and expenses (collectively, "Claims") of any nature whatsoever resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under this Agreement, including but not limited to, unauthorized disclosure of Confidential Information, professional malfeasance, infringement of intellectual property rights, intentional, willful, or wanton wrongful acts, and acts outside the scope of Services set forth in this Agreement.

**7.2 Legal Counsel.** If Contractor is required to defend District or their officers, employees or agents under Section 7.1, then Contractor shall select legal counsel reasonably acceptable to District to act in the name of, or represent the interests of the District or their officers, employees and agents. Further, District may assume its own defense, including that of its officers, employees and agents, at any time when in the District's sole discretion it determines that (i) proposed counsel is prohibited from the particular representation contemplated; (ii) counsel is not adequately defending the interests of the District or its officers, employees and agents; (iii) important governmental interests are at stake; or (iv) the best interests of the District are served thereby. Contractor's obligation to pay for all costs and expenses includes those incurred by the District in assuming its own defense or that of its officers, employees, and agents under (i) and (ii) above.

**7.3 Damages to District Property and Employees.** Contractor is liable for all Claims for personal injury, including death, damage to real property and damage to tangible and intangible personal property of District or any of its employees, subcontractors or agents resulting from, arising out of, or relating to the intentional, reckless or negligent acts or omissions of Contractor or its officers, employees, subcontractors, or agents under this Agreement.

**7.4 Oregon Tort Claims Act.** District 4J agrees to be responsible for any damage or any third party liability which may arise from its responsibilities as related to services in the Agreement and subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 to .300, and the Oregon Constitution Article XI, Section 7, to the extent liability arising out of the negligence of District 4J. District 4J shall not be required to indemnify or defend Contractor for any liability arising out of the wrongful acts of employees or agents of Contractor.

**7.5 CONTRACTOR IS NOT AUTHORIZED TO SETTLE OR COMPROMISE ANY CLAIM REFERENCED IN THIS SECTION WITHOUT THE EXPRESS WRITTEN CONSENT OF DISTRICT.**

### **8. Limitation of Liabilities.**

**8.1 EXCEPT FOR LIABILITY ARISING OUT OF OR RELATED TO (i) SECTION 6, OR (ii) SECTION 7, CONTRACTOR'S LIABILITY FOR DAMAGES FOR ANY CAUSE WHATSOEVER SHALL BE LIMITED TO ONE AND ONE HALF TIMES THE MAXIMUM-NOT-TO-EXCEED AMOUNT OF THIS CONTRACT.**

**8.2 EXCEPT FOR LIABILITY TO THIRD PERSONS ARISING OUT OF OR RELATED TO (i) SECTION 6, OR (ii) SECTION 7, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY LOST PROFITS, LOST SAVINGS, OR PUNITIVE, INDIRECT, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES.**

**9. Insurance.** Contractor shall maintain insurance as set forth in Exhibit D.

### **10. Default; Remedies; Termination.**

**10.1 Default by Contractor.** Contractor will be in default under this Agreement if:

10.1.1 Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis; or



## EUGENE SCHOOL DISTRICT 4J GOODS AND SERVICES CONTRACT #27-XXX

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10.1.2 Contractor no longer holds a license or certificate that is required for Contractor to perform its obligations under the Agreement and Contractor has not obtained such license or certificate within 14 calendar days after District's notice or such longer period as District may specify in such notice; or

10.1.3 Contractor commits any material breach or default of any covenant, warranty, obligation, certification, or agreement under this Agreement, fails to perform the Services under this Agreement within the time specified herein or any extension thereof, or so fails to pursue the Services as to endanger Contractor's performance under this Agreement in accordance with its terms, and such breach, default or failure is not cured within 14 calendar days after District's notice, or such longer period as District may specify in such notice; or

10.1.4 Contractor has liquidated and delinquent debt owed to the State of Oregon or any department or Agency of the State.

**10.2 District's Remedies for Contractor's Default.** In the event Contractor is in default under Section 10.1, District may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to:

10.2.1 Termination of this Agreement under Section 10.6.2; or

10.2.2 Withholding all monies due for Services and Deliverables that Contractor has failed to deliver within any scheduled completion dates or has performed inadequately or defectively; or

10.2.3 Initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief; or

10.2.4 Exercise of its right of setoff, and withholding of amounts otherwise due and owing to Contractor, without penalty; or

10.2.5 Undertaking collection by administrative offset, or garnishment if applicable, of all monies due for Services and Deliverables to recover liquidated and delinquent debt owed to the District. Offsets or garnishment may be initiated after the Contractor has been given notice if required by law.

**10.3 Remedies Cumulative.** The remedies set forth in Section 10.2 are cumulative to the extent the remedies are not inconsistent, and District may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. If a court determines that Contractor was not in default under Sections 10.1, then Contractor will be entitled to the same remedies as if this Agreement was terminated pursuant to Section 10.6.1.

**10.4 Default by District.** District will be in default under this Agreement if:

10.4.1 District fails to pay Contractor any amount pursuant to the terms of this Agreement, and District fails to cure such failure within 30 calendar days after Contractor's notice or such longer period as Contractor may specify in such notice; or

10.4.2 District commits any material breach or default of any covenant, warranty, or obligation under this Agreement, and such breach or default is not cured within 30 calendar days after Contractor's notice or such longer period as Contractor may specify in such notice.

**10.5 Contractor's Remedies.** In the event District terminates this Agreement under Section 10.6.1, or is in default under Section 10.4, and whether or not Contractor elects to exercise its right to terminate the Agreement under Section 10.6.3, Contractor's sole monetary remedy will be (i) with respect to Services compensable at a stated rate, a claim for unpaid invoices, time worked within any limits set forth in this Agreement but not yet invoiced and authorized expenses incurred and interest, subject to ORS 293.462, and (ii) with respect to Deliverables-based Services, a claim for the sum designated for completing the Deliverables multiplied by the percentage of Services completed and accepted by District, less previous amounts paid and any claim(s) that District has against Contractor. In no event will District be liable to Contractor for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to Contractor exceed the amount due to Contractor under this Section 10.5, Contractor shall pay immediately any excess to District upon written demand.

**10.6 Termination.**

10.6.1 District's Right to Terminate at its Discretion. District may terminate this Agreement:

10.6.1.1 Upon 30 calendar days' prior written notice by District to Contractor;

10.6.1.2 Immediately upon written notice by District to Contractor if District fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to pay for the Services or Work Products; or

10.6.1.3 Immediately upon written notice by District to Contractor if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that the District's purchase of the Services or Work Products under this Agreement is prohibited or District is prohibited from paying for such Services or Work Products from the planned funding source.



## EUGENE SCHOOL DISTRICT 4J GOODS AND SERVICES CONTRACT #27-XXX

*THIS AGREEMENT SHALL BE BINDING ON THE DISTRICT ONLY IF SIGNED BY AUTHORIZED DESIGNEE  
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10.6.1.4 District reserves the right to terminate or otherwise suspend this Agreement if District's Board determines that funding is insufficient to remain fully open and calls for a District-wide furlough or similar temporary District reduction in operations. Any temporary closure shall not affect amounts due to Contractor under this Agreement, subject to a prorated adjustment for reduction in services or need for goods during the furlough.

10.6.2 District's Right to Terminate for Cause. In addition to any other rights and remedies District may have under this Agreement, District may terminate this Agreement immediately upon written notice by District to Contractor, or at such later date as District may establish in such notice, if Contractor is in default under Section 10.1.

10.6.3 Contractor's Right to Terminate for Cause. Contractor may terminate this Agreement immediately upon written notice to District, or at such later date as Contractor may establish in such notice, if District is in default under Section 10.4.

**10.7 Return of Property.** Upon termination of this Agreement for any reason whatsoever, Contractor shall immediately deliver to District all of District's property (including without limitation any Services or Work Products for which District has made payment in whole or in part) that is in the possession or under the control of Contractor in whatever stage of development and form of recordation such District property is expressed or embodied at that time.

**10.8 Effect of Termination.** Upon receiving a notice of termination of this Agreement, Contractor shall immediately cease all activities under this Agreement, unless District expressly directs otherwise in such notice of termination. Upon District's request, Contractor shall surrender to anyone District designates, all documents, research or objects or other tangible things needed to complete the Services and the Deliverables.

### **11. Compliance with Law.**

**11.1 Compliance with Law Generally.** Contractor shall comply, and cause all subcontractors to comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this Agreement and the performance of the Services. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to this Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Title V and Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health (HITECH) Act portion of the American Recovery and Reinvestment Act of 2009 (ARRA), including the Privacy and Security Rules found at 45 CFR Parts 160 and 164, as the law and its implementing regulations may be updated from time to time; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) Section 188 of the Workforce Investment Act (WIA) of 1998, as amended; (ix) ORS Chapter 659, as amended; (x) all regulations and administrative rules established pursuant to the foregoing laws; and (xi) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. District's performance under the Agreement is conditioned upon Contractor's compliance with the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270 which are incorporated by reference herein. Contractor shall, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)).

### **11.2 Compliance with Oregon Tax Laws.**

11.2.1 Contractor shall, throughout the duration of this Agreement, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this section, "tax laws" includes the tax laws described in Section 4.1.5.1 through 4.1.5.4.

11.2.2 Any violation of Section 11.2.1 constitutes a material breach of this Agreement. Further, any violation of Contractor's warranty in Section 4.1.5 of this Agreement that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also constitutes a material breach of this Agreement. Any violation entitles District to terminate this Agreement, to pursue and recover any and all damages that arise from the breach and the termination of this Agreement, and to pursue any or all of the remedies available under this Agreement, at law, or in equity, including but not limited to:

11.2.2.1 Termination of this Agreement, in whole or in part;

11.2.2.2 Exercise of the right of setoff, or garnishment if applicable, and withholding of amounts otherwise due and owing to Contractor without penalty; and

11.2.2.3 Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. District is entitled to recover any and all damages suffered as the result of Contractor's breach of this Agreement, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement Services.





## EUGENE SCHOOL DISTRICT 4J GOODS AND SERVICES CONTRACT #27-XXX

*THIS AGREEMENT SHALL BE BINDING ON THE DISTRICT ONLY IF SIGNED BY AUTHORIZED DESIGNEE  
AND A PURCHASING REPRESENTATIVE*

11.2.2.4 These remedies are cumulative to the extent the remedies are not inconsistent, and District may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

**11.3 Compliance with Federal Law.** Contractor shall comply with all applicable federal laws, including, without limitation, those set forth in Exhibit E, which is attached and incorporated into this Agreement by this reference.

**11.4 Pay Equity.** As required by ORS 279B.235, Contractor shall comply with ORS 652.220 and shall not unlawfully discriminate against any of Contractor's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. "Protected class" means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability or age. Contractor's compliance with this section constitutes a material element of this Agreement and a failure to comply constitutes a breach that entitles District to terminate this Agreement for cause.

Contractor may not prohibit any of Contractor's employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person. Contractor may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits, or other compensation with another employee or another person.

### **12. Governing Law; Venue and Jurisdiction.**

**12.1 Governing Law.** The laws of the State of Oregon shall govern as to the interpretations, validity, and effect of this Contractor without giving effect to conflict of law provisions thereof. Any claim, action, or suit between District 4J and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Lane County for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States Court for the District of Oregon.

**12.2 Venue and Jurisdiction.** Any claim, action, suit or proceeding between District and Contractor that arises from or relates to this Agreement must be brought and conducted solely and exclusively within the Circuit Court of Lane County for the State of Oregon. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. In no event may this section be construed as (i) a waiver by the District of any form of defense or immunity, whether it is sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim, action, suit or proceeding, or (ii) consent by the District to the jurisdiction of any court.

### **13. Miscellaneous Provisions.**

**13.1 Records Maintenance; Access.** Contractor shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Contractor, whether in paper, electronic or other form, that are pertinent to this Agreement ("Records") in such a manner as to clearly document Contractor's performance. Contractor acknowledges and agrees that District and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to such financial records and other Records that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Contractor shall retain and keep accessible all such financial records and other Records for a minimum of 6 years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

**13.2 Foreign Contractor.** If Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Agreement. Contractor shall demonstrate its legal capacity to perform the Services under this Agreement in the State of Oregon prior to entering into this Agreement.

**13.3 Force Majeure.** Neither District nor Contractor may be held responsible for delay or default caused by fire, riot, acts of God, terrorist acts, or other acts of political sabotage, or war where such cause was beyond the reasonable control of District or Contractor, respectively. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

**13.4 Survival.** All rights and obligations cease upon termination or expiration of this Agreement, except for the rights and obligations and declarations which expressly or by their nature survive termination of this Agreement, including without limitation this Section 13.4, and provisions regarding Agreement definitions, warranties and liabilities, independent Contractor status and taxes and withholding, maximum compensation, Contractor's duties of confidentiality, ownership and license of intellectual property and Deliverables, confidentiality and non-disclosure, Contractor's representations and warranties, control of defense and settlement, remedies, return of District property, dispute resolution, order of precedence, maintenance and access to records, notices, severability, successors and assigns, third party beneficiaries, waiver, headings, and integration.

**13.5 Time is of the Essence.** Contractor agrees that time is of the essence under this Agreement.



## EUGENE SCHOOL DISTRICT 4J GOODS AND SERVICES CONTRACT #27-XXX

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**13.6 Notice.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder must be given in writing by email, personal delivery, facsimile, or mailing the same, postage prepaid, to Contractor or District at the email address, postal address or telephone number set forth in this Agreement, or to such other addresses or numbers as either party may indicate pursuant to this Section 13.6. Any communication or notice so addressed and mailed is effective five business days after mailing. Any communication or notice delivered by facsimile is effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours, or on the next business day, if transmission was outside normal business hours of the recipient. To be effective against District, any notice transmitted by facsimile must be confirmed by telephone notice to District's Agreement Administrator. Any communication or notice given by personal delivery is effective when actually delivered. Any notice given by email is effective when the sender receives confirmation of delivery, either by return email, or by demonstrating through other technological means that the email has been delivered to the intended email address.

**13.7 No Third Party Beneficiaries.** District and Contractor are the only parties to this Agreement and are the only parties entitled to enforce the terms of this Agreement. Nothing in this Agreement gives, is intended to give, or may be construed to give or provide any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

**13.8 Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or otherwise invalid, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the parties will be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

**13.9 Merger Clause; Waiver.** This Agreement and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement will bind the parties unless in writing and signed by both parties and all necessary District approvals have been obtained. Such waiver, consent, modification or change, if made, will be effective only in the specific instance and for the specific purpose given. The failure of District to enforce any provision of this Agreement in one instance will not constitute a waiver by District of its right to enforce that or any other provision.

**13.10 Amendments.** District may amend this Agreement to the extent permitted by applicable statutes and administrative rules. No amendment to this Agreement is effective unless it is in writing signed by the parties, and has been approved as required by applicable law.

**13.11 Counterparts.** This Agreement may be executed in several counterparts, all of which when taken together constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.

**13.12 Oregon False Claims Act.** Contractor acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any action by Contractor pertaining to this Agreement, including the procurement process relating to this Agreement, that constitutes a "claim" (as defined by ORS 180.750(1)). By its execution of this Agreement, Contractor certifies the truthfulness, completeness, and accuracy of any statement or claim it has made, it makes, it may make, or causes to be made that pertains to this Agreement. In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false claim or performs a prohibited act under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against Contractor. Contractor understands and agrees that any remedy that may be available under the Oregon False Claims Act is in addition to any other remedy available to the District under this Agreement or any other provision of law.

**13.13 Certifications.** The individual signing on behalf of Contractor hereby:

13.13.1 Certifies and swears under penalty of perjury to the best of the individual's knowledge that: (a) Contractor is not subject to backup withholding because (i) Contractor is exempt from backup withholding, (ii) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding; (b) s/he is authorized to act on behalf of Contractor, s/he has authority and knowledge regarding Contractor's payment of taxes, and to the best of her/his knowledge, that Contractor is not in violation of any Oregon tax laws and that for a period of no fewer than six (6) calendar years preceding the Effective Date of this Agreement, Contractor faithfully has complied with: (i) all tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (ii) any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (iii) any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (iv) any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions; (c) Contractor is an independent contractor as defined in ORS 670.600; and (d) the supplied Contractor tax identification numbers are true and accurate;

13.13.2 Certifies that, to the best of the undersigned's knowledge, Contractor has not discriminated against and will not discriminate against any disadvantaged business enterprise, minority-owned business, woman-owned business, business that service-disabled veteran owns or emerging small business certified under ORS 200.055 in obtaining any required subcontracts;



## EUGENE SCHOOL DISTRICT 4J GOODS AND SERVICES CONTRACT #27-XXX

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13.13.3 Certifies that Contractor has a written policy and practice that meets the requirements, described in ORS 279A.112, of preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class. Contractor agrees, as a material term of the Agreement, to maintain the policy and practice in force during the entire Agreement term.

13.13.4 Certifies that the information provided on the W9, is true and correct as of the Effective Date; and

13.13.5 Certifies that Contractor and Contractor's employees and agents are not included on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>.

### **14. Compensation.**

**14.1 Payments.** District will make no payment until this Agreement is fully executed by the authorized representative of both parties. Payments, including interim payments, will be made only for completed and accepted Deliverables and Services, and will be made in accordance with the payment schedule and requirements set forth in Exhibit B.

**14.2 Invoices.** Contractor shall submit invoices in accordance with the payment schedule set forth in the Statement of Work. Invoices must describe all Services performed with particularity, including the dates Contractor performed the Services for which it is requesting payment. Invoices shall itemize and explain all expenses that this Agreement requires District to pay and for which Contractor claims reimbursement.

**14.3 Expenses.** District will not pay or reimburse any expenses incurred by Contractor during the completion of the Services except as authorized in the Statement Work or elsewhere in this Agreement. Unless specifically stated and agreed, all travel-related expenses will be reimbursed at actual cost and not to exceed the GSA Per Diem Rates (<https://www.gsa.gov/travel/plan-book/per-diem-rates>).

**14.4 Errors.** Contractor shall perform any and all additional work necessary to correct errors in the work required under this Agreement without undue delays or additional cost to District.

**14.5 Funds Available and Authorized.** District believes it has sufficient funds currently available and authorized for expenditure to make payments under this Agreement within District's annual budget. Contractor understands and agrees that District's payments under this Agreement are contingent on District receiving appropriations, limitations, or other expenditure authority sufficient to allow District, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement. District is prohibited from contracting for services for which it has not received appropriated funds. If payment for work under this Agreement extends into District's next fiscal year, District's obligation to pay for such work shall be subject to approval of future District budget appropriations to fund this Agreement. Moreover, continuation of this Agreement at specified levels is specifically conditioned on adequate funding under the District's budget adopted annually. District reserves the right to adjust the level of services provided for in this Agreement in accordance with funding levels adopted by the Board.





**EUGENE SCHOOL DISTRICT 4J**  
**GOODS AND SERVICES CONTRACT #27-XXX**

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**EXHIBIT B**  
**SCOPE OF WORK**

DRAFT



## EUGENE SCHOOL DISTRICT 4J GOODS AND SERVICES CONTRACT #27-XXX

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### EXHIBIT C INSURANCE REQUIREMENTS

Full insurance requirements, specifications, and definitions can be found at [www.4j.lane.edu](http://www.4j.lane.edu) and are incorporated by this reference and made a part of this contract.

Contractor shall obtain at Contractor's expense the insurance specified in this Attachment C: Insurance Requirements prior to performing under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract, as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply.

#### EQUIPMENT AND MATERIAL

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

#### COMMERCIAL GENERAL LIABILITY

☒ Required ☐ Not Required

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the District. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this contract, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.

#### AUTOMOBILE LIABILITY INSURANCE

☐ Required ☒ Not Required

Automobile Liability Insurance covering Contractor's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

#### PROFESSIONAL LIABILITY:

☒ Required ☐ Not Required

Professional Liability insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract by the Contractor and Contractor's subcontractors, agents, officers or employees in an amount not less than \$1,000,000 per claim. Annual aggregate limit shall not be less than \$2,000,000. If coverage is on a claim made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Contractor shall provide Tail Coverage as stated below.

#### PHYSICAL ABUSE AND MOLESTATION INSURANCE COVERAGE

☐ Required ☒ Not Required

Abuse and Molestation Insurance in a form and with coverage that are satisfactory to the State covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the Contractor is responsible including but not limited to Contractor and Contractor's employees and volunteers. Policy endorsement's definition of an insured shall include the Contractor, and the Contractor's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Any annual aggregate limit shall not be less than \$2,000,000. Coverage can be provided by a separate policy or as an endorsement to the commercial general liability or professional liability policies. The limits shall be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.



## EUGENE SCHOOL DISTRICT 4J GOODS AND SERVICES CONTRACT #27-XXX

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### EXHIBIT D FINGERPRINTING AND BACKGROUND CHECK REQUIREMENTS

**Unsupervised Contact with Students; Background and Criminal Records Checks.** This term is required and may not be removed from a district contract. Oregon law requires that any person employed as or by a contractor into a position having direct, unsupervised contact with students are subject to fingerprinting and criminal records checks required by law. (OAR 581-021-0511). Contractor agrees to comply with District's policy regarding criminal records checks for all Contractors and Contractors' employees who will be providing services to District.

"Direct unsupervised contact with students" means contact with students that provides the person opportunity and probability for personal communication or touch when not under direct supervision by a district staff member. (OAR 581-021-0510).

**Choose One: (for determination by District only)**

- ☐ Contractor and its employees will have no direct, unsupervised contact with District students in the performance of this Contract. "Direct, unsupervised contact with students" means contact with students that provides the person opportunity and probability for personal communication or touch when not under direct supervision. (OAR 581-021-0510).
- Contractor shall ensure that its employees shall have no such contact and are aware of this requirement.
  - Contractor shall require and ensure that Contractor, and its employees, shall remove themselves immediately from any situation involving direct, unsupervised contact with District students.
  - Should Contractor be unable to implement plans that ensure that none of its employees will have direct, unsupervised contact with students, Contractor shall immediately notify the District and submit to a background check before starting any work that could result in such contact.
  - A violation of this provision is grounds for immediate termination of the Contract.
- ☐ Contractor, and its employees, may or will have direct, unsupervised contact with District students in the performance of this Contract. "Direct, unsupervised contact with students" means contact with students that provides the person opportunity and probability for personal communication or touch when not under direct supervision by district staff. (OAR 581-021-0510). As such, any employee of the Contractor who performs services under this agreement must undergo a fingerprint-based background check immediately following acceptance of this Contract and before beginning work under this Contract.
- Contractor authorizes District to conduct a criminal background check including a fingerprint-based criminal background check of any employees who may or will have direct unsupervised contact with students. Contractor shall cause such individuals to authorize District and ODE to conduct these background checks.
  - Contractor shall pay all fees assessed by District or Oregon Department of Education (ODE) for processing the criminal background checks, and authorizes District to deduct the cost of such fees from a payment to Contractor under this Agreement unless Contractor elects to pay such fees directly.
  - Contractor will not permit an employee of Contractor to begin work under this Contract until the employee has submitted to fingerprinting and criminal records checking. Contractor may begin performance under this Contract on a probationary basis pending the return of the criminal records checks. Any action resulting from those checks may be appealed as a contested case to ODE.
  - Contractor or an employee of a contractor will be terminated from contract status upon:
    - (1) Refusing to consent to a criminal records check and fingerprinting;
    - (2) Notification from ODE that the individual has a conviction of a crime listed in ORS 342.143 or the substantial equivalent of any of those crimes if the conviction occurred in another jurisdiction or in Oregon under a different statutory name or number; or
    - (3) Notification from ODE that the individual has knowingly made a false statement as to the conviction of any crime.

**Instructions:**

Contractor will follow the instructions provided on the district website. Use link below to view requirements and access instructions to background check application process. Select "Click here to begin Step 1 of the initial background check process." All questions pertaining to Contractor must be answered. Failure to provide this information will result in the denial of your application. When entering personal information please indicate "Purchasing" when asked for the 4J staff member associated with the contract.

[https://4i.lane.edu/58767\\_3](https://4i.lane.edu/58767_3)

\_\_\_\_\_ I acknowledge notification of this requirement



**EUGENE SCHOOL DISTRICT 4J**  
**GOODS AND SERVICES CONTRACT #27-XXX**

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**EXHIBIT E**  
**FEDERAL TERMS AND CONDITIONS**

When specified below that District's payments to Contractor under this Agreement will be paid in whole or in part by funds received by District from the U.S. Federal Government, then Contractor, by signing this Agreement, certifies that neither it nor its employees or subcontractors who will perform the Services are not currently employed by a District or department of the federal government.

Payments ☐ **Will** OR ☐ **Will not** be made in whole or in part with federal funds

If above indicates payment with federal funds, then District has determined that:

☐ Contractor is a sub-recipient ☐ Contractor is a vendor

(CFDA) #(s) of federal funds to be paid through this Agreement: \_\_\_\_\_

The following terms apply to the Agreement because federal funds under \_\_\_\_\_ will be used to pay for at least part of the project. If any term in this Exhibit conflicts with any term in the body of the Agreement, this Exhibit will control.

1. **Remedies.** In addition to the remedies explicitly set forth in the body of the Agreement, District may exercise all rights or remedies available at law, in equity, or otherwise in the event of any breach by Contractor.
2. **Termination.** District may terminate the Agreement for cause or for convenience as set forth in the body of the Agreement.
3. **Nondiscrimination; Equal Employment Opportunity.** If the Agreement involves "construction work" as defined in 41 CFR Part 60-1.3, then Contractor must:
  - 3.1. Not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor must take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. This action includes but is not limited to the following:
    - 3.1.1. Employment, upgrading, demotion, or transfer;
    - 3.1.2. Recruitment or recruitment advertising;
    - 3.1.3. Layoff or termination;
    - 3.1.4. Rates of pay or other forms of compensation; and
    - 3.1.5. Selection for training, including apprenticeship.
  - Contractor must post in conspicuous places that are accessible by employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause;
  - 3.2. State in all solicitations or advertisements for employees placed by or on behalf of Contractor that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin;
  - 3.3. Not discharge or in any other manner discriminate against any employee or applicant for employment because the employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision, however, does not apply to instances in which an employee who has access to the compensation information of other employees or applicants as part of the employee's essential job functions discloses the compensation of other employees or applicants to individuals who do not otherwise have access to the information, unless the disclosure is in response to a formal complaint or charge and in furtherance of an



## EUGENE SCHOOL DISTRICT 4J GOODS AND SERVICES CONTRACT #27-XXX

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- investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor's legal duty to furnish this information;
- 3.4. Send to each labor union or representative of workers with which it has a collective bargaining agreement or other Agreement or understanding a notice advising the labor union or workers' representatives of Contractor's commitments under this Section 3.4. Contractor must post copies of the notice in conspicuous places that are accessible by employees and applicants for employment;
- 3.5. Comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, or relevant orders of the Secretary of Labor, and furnish all information or reports required by or pursuant to them. Contractor must also permit access to its books, records, or accounts by the administering agency and the Secretary of Labor for purposes of ascertaining compliance with these rules, regulations, or orders; and
- 3.6. Include the requirements of this Section 3 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that these requirements will be binding on each subcontractor or vendor. Contractor must take any action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing these requirements, including sanctions for noncompliance. If Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of direction by the administering agency, Contractor may request that the United States enter into the litigation to protect the interests of the United States. In the event that Contractor does not comply with any nondiscrimination clause under this Exhibit or the Agreement, District may cancel, terminate, or suspend the Agreement in whole or in part and Contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965. Additional sanctions may be imposed and remedies invoked as provided in that executive order; by rule, regulation, or order of the Secretary of Labor; or as otherwise provided by law.
4. ☐ **Prevailing Wages.** CHECK THE BOX ONLY IF THE FEDERAL PROGRAM LEGISLATION REQUIRES COMPLIANCE WITH THE DAVIS-BACON ACT
- If the Agreement is for a prime construction Agreement for more than \$2,000, then Contractor must comply with the Davis-Bacon Act (40 USC §§ 3141 to 3148), as supplemented by 29 CFR Part 5. These requirements include but are not limited to:
- 4.1. Paying prevailing wages to laborers and mechanics in accordance with wage determinations made by the Secretary of Labor;
- 4.2. Paying wages at least once every week; and
- 4.3. Complying with the Copeland "Anti-Kickback" Act (40 USC § 3145), as supplemented by the regulations set forth in 29 CFR Part 3, which prohibits Contractor from inducing any person employed on the construction work to give up any compensation to which that employee is entitled.
- 4.4. ☐ [CHECK THE BOX ONLY IF THE AGREEMENT IS ALSO SUBJECT TO OREGON PREVAILING WAGES] Payment of State of Oregon prevailing wages under ORS 279C.800 to .870 is also required under this Agreement. Contractor shall pay the higher of the applicable state or federal prevailing rate of wage as provided in the body of the Agreement.
5. **Overtime Pay; Safety.** If the Agreement involves employment of mechanics or laborers and is for more than \$100,000, then Contractor must comply with 40 USC §§ 3702 and 3704, as supplemented by 29 CFR Part 5. These requirements include but are not limited to:
- 5.1. Paying each laborer or mechanic one and a half times the basic rate of pay for all hours that the laborer or mechanic works in excess of 40 hours in any one week; and
- 5.2. Not requiring any mechanic or laborer to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to health or safety.
6. **Rights to Inventions.** If the Agreement is a "funding agreement" as defined under 37 CFR § 401.2 and the recipient or subrecipient wishes to enter into a Agreement with a small business firm or nonprofit organization



## EUGENE SCHOOL DISTRICT 4J GOODS AND SERVICES CONTRACT #27-XXX

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regarding the substitution of parties, assignment, or performance of experimental, developmental, or research work under the funding agreement, then the funding recipient or subrecipient must comply with the requirements of 37 CFR Part 401 and any additional implementing regulations.

7. **Environmental Compliance.** If the Agreement is for more than \$150,000, then the parties must comply with the Clean Air Act (42 USC §§ 7401 to 7671q) and the Federal Water Pollution Control Act (33 USC §§ 1251 to 1387), including all applicable standards, orders, or regulations issued under these Acts.
8. **Prohibited Agreement Awards.** In accordance with 2 CFR Part 180, no Agreement relating to the Agreement may be made with any party included on the list of government-wide exclusions in the System for Award Management.
9. **Anti-Lobbying.** If the Agreement is for more than \$100,000, any contractor that applies or bids for an award relating to the Agreement must file the certification required by 31 USC § 1352, certifying that the contractor has not and will not appropriate federal funds to pay any person or organization influencing or attempting to influence an officer or employees of the federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining a Agreement, grant, or other award covered by 31 USC § 1352 involving federal funds. The contractor must also disclose any lobbying with nonfederal funds that takes place in connection with obtaining an award of federal funds.
10. **Procurement of Recovered Materials.** The parties must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include but are not limited to:
  - 10.1. If the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000, procuring only items designated in 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition;
  - 10.2. Procuring solid waste management services in a manner that maximizes energy and resource recovery; and
  - 10.3. Establishing an affirmative procurement program for procurement of recovered materials identified in Environmental Agency guidelines.