



Bend Park & Recreation
DISTRICT

REQUEST FOR PROPOSALS (RFP)

for

MAT AND LINEN SERVICES

DATE OF ISSUANCE: March 14, 2022

PROPOSALS DUE: April 14, 2022, 2:00 PM pacific time

at 799 SW Columbia Street, Bend, OR 97702

CONTRACT ADMINISTRATOR

Justin Sweet

Business Analyst

(541) 706-6102



Sealed Proposals will be accepted by **Justin Sweet, Business Analyst, or designee** at the Bend Park and Recreation District Administration Office, **799 SW Columbia Street, Bend, Oregon 97702** until **the date and time listed in RFP section 1.2 - Schedule**. No Proposals will be accepted after this date and time.

Proposals shall be submitted in a sealed envelope and marked as follows:

Proposer's Name and PROPOSAL for Mat and Linen Services

There is no pre-Proposal meeting for this RFP.

Solicitation documents, addenda, and notifications of results for this project may be viewed, printed or ordered on line from the District's webpage at <https://www.bendparksandrec.org/about/bids/the> . Proposers are responsible for checking this web site for the issuance of any addenda prior to submitting a Proposal.

Proposals will be considered non-responsive if the Proposal does not reflect all addenda.

Proposer's with questions regarding the services, or requests for clarification or change, should be directed to Justin Sweet, Business Analyst at (541) 706-6102 or justins@bendparksandrec.org and must be received by **the date and time listed in RFP section 1.2 - Schedule**.

The District may reject any Proposal not in compliance with all prescribed public contracting procedures and requirements and may reject for good cause all Proposals upon a finding of the District that it is in the public interest to do so.

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Section 1. Purpose and General Information

1.1. Introduction

1.1.1. Overview, Objectives, and Background

The District is seeking qualified organizations interested in providing commercial mat and linen services. Proposals must be based on the “Scope of Work” described in Section 2 below and in compliance with all prescribed requirements of this RFP.

The District currently procures mat and linen services from Aramark. The contract between the District and Aramark will expire this year, all renewal options in the original contract have been exercised. The District’s current usage, delivery locations and frequency are provided in Attachment D – District Usage.

An Oregon special district separate from the City of Bend, the District is governed by a five-member, elected Board of Directors and managed by an Executive Director. The District maintains and operates more than 3,000 acres of developed and undeveloped parkland, including 81 parks, 70 miles of trails, and multiple recreation facilities, serving a population of around 91,000 people.

1.1.2. Project Term

The District anticipates signing a contract by May 20, 2022, with services fully implemented by July 1, 2022. If a contract is awarded, the contract will be effective from the date fully executed through June 30, 2023.

The District will have the option to renew the contract for four additional one-year terms. The pricing and rates provided by the Proposer to whom the contract is awarded must remain fixed for the initial term, and for each renewal term, if the contract is renewed.

1.1.3. Minimum Proposer Qualifications

Organizations interested in Proposing must be currently providing mat and linen or related services to customers at the time of submitting a Proposal. Any Proposal received from a Proposer not currently providing mat and linen or related services will be deemed non-responsive and will be returned to the Proposer upon request.

1.2. Schedule

The District reserves the right to deviate from this schedule, deviations from scheduled dates prior to RFP Closing will be made via written addendum.

EVENT

DUE DATE

RFP Release, (Date of Issuance)

March 14, 2022

Solicitation/Specification Protest Deadline	April 4, 2022
Protest Response Deadline (estimated)	On or about April 8, 2022
RFP Closing Date and Time	April 14, 2022 at 2:00 pm
Interviews (if held)	Week of April 25, 2022
Notice of Intent to Award	On or about May 2, 2022
Board of Directors Approval	On or about May 17, 2022

1.3. Definitions

For general definitions see OAR 137-046-0110, which are incorporated by reference.

- **“Contract Administrator”** shall mean the person the District has designated as the single point of contact for this RFP.
- **“Contractor”** shall mean the Proposer awarded a contract to perform the Statement of Work.
- **“Cooperative Procurement”** shall mean a procurement conducted on behalf of more than one governmental agency.
- **“District”** shall mean Bend Park and Recreation District.
- **“Permissive Cooperative Procurement”** shall mean a Cooperative Procurement in which the Purchasing Contracting Agencies are not identified.
- **“Proposal”** shall mean a written response to this RFP.
- **“Proposer”** shall mean a person or organization submitting a written response to this RFP.
- **“Purchasing Contracting Agency”** shall mean a governmental agency that procures goods or services from a Contractor based on the original contract established by the District.
- **“OAR”** shall mean Oregon Administrative Rules.
- **“ORS”** shall mean Oregon Revised Statutes.
- **“RFP”** and **“Solicitation”** shall mean this Request for Proposals.
- **“Scope of Work”** shall mean the general description of the supplies and services for which the District has issued this RFP, the work’s purpose and objectives, and the District’s expectations. Examples of expectations include, if applicable, a description of the proposed purchase, specifications, tasks (obligations), deliverables, delivery or performance schedule, and acceptance requirements. The Scope of Work helps the prospective Proposers develop their Proposals.
- **“Statement of Work”** shall mean the specific provisions in the final contract which set forth and define in detail the agreed-upon objectives, expectations, performance standards, and other obligations of Contractor under the contract.

1.4. Solicitation Process

1.4.1. Availability of Documents

The RFP, including all addenda, attachments, and solicitation notifications, will be posted on the District's website at bendparksandrec.org/about/bids/. Proposers are responsible for checking this web site for the issuance of any addenda prior to submitting a Proposal. Proposals will be considered non-responsive if the Proposal does not reflect all addenda.

1.4.2. Reservation of District Rights

The District reserves all rights regarding the RFP, including, without limitation, the right to:

- Amend the RFP by written addendum pursuant to OAR 137-047-0430;
- Delay or suspend the RFP without liability to any Proposer if the District finds it is in the best interest of the District to do so pursuant to ORS 279B.100;
- Cancel the RFP or reject any or all Proposals received, in whole or in part, upon finding that it is in the best interest of the District to do so pursuant to ORS 279B.100;
- Waive any minor informality, correct a clerical error, or permit a Proposer to withdraw a Proposal to the extent allowed pursuant to OAR 137-047-0470;
- Reject any Proposal that fails substantially to comply with all prescribed RFP procedures and requirements pursuant to OAR 137-047-0640;
- Negotiate certain contract terms and conditions to the extent allowed under OAR 137-047-0310(1)(b);
- Amend any contracts that are awarded as a result of the RFP to the extent allowed under OAR 137-047-0800;
- Engage other organizations to perform the same or similar services; and
- Extend any contracts that result from the RFP without an additional competitive procurement process to the extent allowed under OAR 137-047-0800.

The intent of the RFP is to identify a Proposal from a Proposer with the level of specialized skill, knowledge, and resources to perform the Scope of Work described in the RFP. Qualifications, performance history, expertise, knowledge, and the ability to exercise sound professional judgment are primary considerations in the selection process. If awarded, the District will award the contract to the responsible Proposer submitting the Proposal which is in the District's best interests for accomplishing the District's needs.

1.5. Single Point of Contact

All technical and non-technical questions about the requirements of the RFP, procurement process, Scope of Work, or evaluation process shall be directed to the Contract Administrator listed on the Invitation to Submit.

1.6. Methods of Seeking Modifications to RFP, Contractual Provisions or Specifications; Solicitation Protests

1.6.1. Procedure

- Requests for modifications to this RFP may be requested in writing, as follows: (a) request for clarification; (b) formal submittal of requests for changes to the RFP, contractual terms or specifications; or (c) formal submittal of protests of the RFP, contractual terms or specifications.
- A Proposer may submit to the Contract Administrator a written request for changes to the RFP, contractual terms or specifications. The request shall include the reason for requested changes, supported by factual documentation, and all other information required by OAR 137-047-0730.
- Envelopes containing requests for clarification, requests for change, and protests shall be marked as follows:
 - Request for Clarification / Change / Protest
 - RFP Number
 - Project Name
- Requests for modification must be received by the Contract Administrator prior to the protest submission deadline specified in Section 1.2. The submission deadline may be extended by addendum. No requests for clarification, requests for change or protests regarding the RFP, contractual terms or specifications shall be considered if received after the protest submission deadline, as may be extended by subsequent addendum.

1.6.2. Requests for Clarification / Questions

Questions, including requests for explanations of the meaning or interpretation of RFP provisions, shall be submitted in writing via mail, hand delivery, or email, addressed to the Contract Administrator at the address listed on the Invitation to Submit, and must arrive prior to the protest submission deadline specified in Section 1.2.

1.6.3. Protests of RFP

Proposers may submit to the Contract Administrator a written protest of the solicitation documents, contractual terms or specifications, or addenda to the solicitation documents. To be considered, protests shall:

- Identify the Proposer's name and reference the RFP title.
- Include: (a) the grounds that demonstrate how the solicitation process is contrary to law or how the RFP is unnecessarily restrictive, legally flawed, or improperly specifies a brand name; (b) evidence that supports the grounds on which the protest is based; and (c) an explanation of the relief sought, including a statement of the proposed changes to the solicitation process or RFP provisions, requirements or terms and conditions that the Proposer believes will remedy the conditions upon which the protest is based.

- Be signed by the Proposer's authorized representative
- Be submitted to the Contract Administrator to the address listed on the Invitation to Submit by the protest deadline specified in Section 1.2.

The District shall not consider solicitation protests that do not meet the requirements of this Section. The District shall resolve all solicitation protests in accordance with OAR 137-047-0730.

1.6.4. Protest of Addenda

Pursuant to OAR 137-047-0430(4) Proposers may submit a request for change or protest to any addendum issued by the District as provided in Section 1.6.3. provided, however, such request for change or protest must be received by the end of the District's next business day after issuance of the addendum, or protest deadline specified in Section 1.2, whichever is later. If the deadline for submission of a request for change or protest to an addendum falls after the protest deadline specified in Section 1.2, the District may only consider a request for change or protest to the addendum, and shall not consider a request for change or protest to matters not added or modified by the addendum.

1.7. Submission of Proposals

Proposals shall be received by the Contract Administrator no later than the Closing date and time specified in Section 1.2. Proposals may be delivered via U.S. Mail, courier, or hand-delivery. Mailed Proposals shall be sent to the Contract Administrator at the address specified in the Invitation to Submit. Late, faxed, or electronically transmitted Proposals shall not be accepted. Proposers responding to the RFP do so solely at their own expense. The District is not responsible for any Proposer costs or expenses associated with the RFP.

1.7.1. Withdrawal of Proposals

If a Proposer wishes to withdraw a submitted Proposal, it shall do so prior to the Closing date and time. The Proposer shall submit a written request to withdraw, signed by the Proposer, on the Proposer's letterhead, to the Contract Administrator at the address listed on the Invitation to Submit.

1.8. Opening of Proposals

Pursuant to ORS 279B.060(6)(a) Proposals shall be opened and the names of all Proposers shall be made available to the public. Proposals will not be read aloud. The District shall open Proposals in a manner that avoids disclosing Proposal contents to competing Proposers.

1.8.1. Inspection of Proposals

Pursuant to ORS 279B.060(6)(a) and (b), Proposals will be open to inspection after issuance of a Notice of Intent to Award. If a Proposal contains any information that may be considered exempt from disclosure under Oregon Public Records Law, ORS Chapter 192, the Proposer must clearly designate the portions of its Proposal that Proposer claims are exempt from disclosure, along with a

justification and citation to the authority relied upon. Application of the Oregon Public Records Law shall determine whether any information is actually exempt from disclosure. Identifying the Proposal in whole as exempt from disclosure is not acceptable. If the Proposer fails to identify the portions of the Proposal that the Proposer claims are exempt from disclosure and the authority used to substantiate that claim, the Proposer will be deemed to have waived any future claim for non-disclosure of that information.

1.9. Cooperative Procurement

This RFP is a Permissive Cooperative Procurement. Purchasing Contracting Agencies may utilize a Permissive Cooperative Contract pursuant to ORS 279A.215. Generally:

- Contracting agencies may establish a contract with the Contractor to purchase the goods and services awarded by this RFP;
- Contracting agencies may not materially change or alter the terms, conditions, or prices from the original contract between the Contractor and District.

Proposers must state (on the Proposer Information Sheet) that it will/will not extend the terms, conditions, and prices to any contracting agency that desires to establish a contract with Proposer, should Proposer be awarded a contract by the District under this RFP. Volumes of other contracting agencies are not included in this RFP.

1.10. Sample Contract

A Sample Contract is attached (see Section 5). The attached Sample Contract substantially sets forth the terms and conditions and form of the agreement to be executed between the District and Contractor. Proposers should review the attached Sample Contract prior to submitting a Proposal. The District shall not be required to negotiate any terms and conditions of the Sample Contract after the Solicitation/Specification Protest Deadline (see Section 1.2).

Section 2. Scope of Work

Proposers shall describe how the following minimum required specifications are met:

2.1. Contractor shall provide all personnel, facilities, vehicles, equipment, tools, materials and supplies, necessary to successfully perform the following minimum services:

2.1.1. Products: Contractor must provide the following specified products. The following list contains examples of required products, indicated sizes and specifications are approximate. Proposer must state on the Price Schedule the actual sizes and specifications offered that most closely match the following specifications:

PRODUCT	SIZE(S)	DESCRIPTION
Apron		Spun 3 PKT
Bar Mopped Ribbed		
Coverall	41R	Blend-Twill
Dust Mop	18", 36", 48", 60"	
Fender/Seat Cover	54"x60"	Automotive
Glass towel		
Mats	2'x3', 3'x16', 3'x20', 4'x20', 6'x10'	
Mat Anti-Fatigue	3'x5'	
Mat E Series	3'x4'	
Mat Nylon/Rubber	3'x4', 3'x5', 3'x10', 4'x6'	
Mat Scraper	3'x5'	
Mat Splash Steady Step	3'x5'	
Mat Steady Step	3'x10', 4'x6'	
Mat Water Hog	4'x6', 4'x8'	
Microfiber Pocket Mop		
Microfiber Wet Mops		
Microfiber Yellow Cloths		
Shop Towel (premium)	18"x18"	
Table Cloth	52"x52"	Must be available in white.
Table Cloth	52"x114"	Must be available in ivory and black.
Table Cloth	85"x85"	Must be available in white, ivory, and black.

2.1.1.1. The District reserves the right to add or remove products from the contract at anytime, at the District's sole discretion. If needed, new products will be added to the contract at a mutually agreed upon price at the time of the

addition, once agreed upon, pricing shall remain fixed for the then current contract term.

2.1.2. Quantities:

2.1.2.1. The District's current quantities of usage are provided for reference in Attachment D. The District's required quantities of products may change from time to time.

2.1.2.2. The District reserves the right to increase or decrease quantities of products at anytime at its sole discretion.

2.1.2.3. The District reserves the right, at its sole discretion, to pause services at individual locations as needed from time to time, with 14-days advance written notice to Contractor, without incurring additional charges or penalties.

2.1.2.4. The District shall not be liable for any anticipatory inventories maintained by Contractor.

2.1.2.5. In the event the District changes the quantities of products, Contractor shall increase or decrease the product quantities at each of the affected locations within 14-days, unless another time period is agreed upon by the District in its sole discretion.

2.1.3. Delivery Services: Contractor, where applicable shall deliver clean ready-to-use products, and pickup products during the business hours stated for each location. Contractor shall provide the District with a detailed and accurate record of all products delivered for each location.

2.1.4. Locations: Contractor shall perform services at the following locations, and other locations as the District may require from time to time:

- Aspen Hall, 18920 NW Shevlin Park Road Bend, OR 97701
- District Office, 799 SW Columbia Street Bend, OR 97702
- Hobby Hut (Harmon Park), 1100 NW Harmon BLVD Bend, OR 97701
- Hollinshead Park, 1235 NE Jones Road Bend, OR 97701
- Juniper Swim and Fitness Center (JSFC), 800 NE 6th Street Bend, OR 97701
- Larkspur Community Center, 1600 SE Reed Market Road Bend, OR 97702
- Park Services, 1675 SW Simpson Avenue Bend, OR 97702
- The Pavilion, 1001 SW Bradbury Way Bend, OR 97702

2.1.5. Customer Service: Contractor shall have an adequate number of competent, properly trained customer service staff available Monday through Friday between 8:00 AM and 5:00 PM pacific time, excluding federal holidays.

2.1.5.1. Contractor shall provide a response to customer service complaints and issues within one-business day, and shall provide resolution for all complaints and issues within a reasonable timeframe.

2.1.6. Quality of Service and Products:

2.1.6.1. Products provided must be high-quality, clean, presentable, and reasonably free of defect.

2.1.6.2. Contractor where applicable shall provide industry-standard or better cleaning, sanitizing, drying, unwrinkled, and damage-free products throughout the term of the contract.

2.1.6.3. Contractor shall launder and sanitize all applicable products using hypo-allergenic detergents or cleaners which leave the product odor and irritant free.

2.1.6.4. Products which cannot be laundered or repaired to a good and presentable condition shall be replaced with new products by Contractor at Contractor's sole cost and expense. Good and presentable condition shall be determined at the District's sole discretion.

2.1.6.5. Contractor shall replace all lost products, or those products that are destroyed by Contractor, at Contractor's sole cost and expense.

2.1.7. Safety: Contractor shall comply with all safety laws, rules, ordinances, regulations, and policies applicable to the area of work. Contractor shall provide protection for all persons, District property, and other personal property within or adjacent to the working area or approach thereto and shall erect temporary barricades or other protections as necessary.

2.1.8. Invoicing: Unless otherwise agreed upon by the District in writing, the District will pay properly submitted, detailed, and accurate invoices within 30-days of receipt. The District will not issue payment until all goods and services are delivered and completed, and accepted by the District.

2.2. Contractor shall perform all services in a thorough and professional manner and in compliance with all state, local, and District laws, rules, ordinances, codes, and policies. In addition to the minimum required specifications, pursuant to ORS 279B.060(2)(c), the Contractor shall meet the highest standards prevalent in the industry or business most closely involved in providing the goods and/or services at all times for the duration of the contract.

Section 3. Proposal Requirements

Proposals shall address the Proposal and submission requirements set forth in this RFP. Proposals shall respond to all elements of information requested without exception. Proposals that do not meet the requirements set forth in the RFP shall be deemed non-responsive and shall not be further considered.

3.1. Administrative Proposal Requirements

3.1.1. Proposal Requirements

Proposals shall not exceed a total of **10 single sided or 5 double sided** 8.5 x 11-inch pages with a minimum 11-point font size. District-provided forms and attachments are not included in the maximum page count.

3.1.2. Submission of Proposals in Electronic Format

- The District's preferred Proposal submission format is in PDF on a single USB flash drive.
- Proposals submitted in PDF should be consolidated into as few separate files as possible.
- Proposals submitted in PDF shall include **1 Proposal original** containing the Proposer's Price Proposal, and **1 Proposal copy** excluding the Proposer's Price Proposal.
- Notwithstanding the District's preference that Proposals be submitted in electronic format, Proposals must be submitted on a physical storage device via hand delivery, courier, or mail to the location and address listed on the Invitation to Submit. Proposals may not be submitted via email, fax, file transfer, or any other electronic means.

3.1.3. Hardcopy Proposal Submission

- Hardcopy (paper) Proposals may be submitted via hand delivery, courier, or mail to the location and address listed on the Invitation to Submit.
- Hardcopy Proposals shall include **1 Proposal original** containing the Proposer's Price Proposal, and **1 Proposal copy** excluding the Proposer's Price Proposal.
- Use of recycled materials is required as part of the District's sustainable business practices. The District requires the use of submittal materials (i.e. paper, dividers, binders, brochures, etc.) that contain post-consumer recycled content and are readily recyclable. Proposers are encouraged to bind Proposals with a single binder clip. The District prohibits the use of materials that cannot be readily recycled such as PVC (vinyl) binders, spiral bindings, or plastic or glossy covers or dividers. Proposers are encouraged to print/copy on both sides of a single sheet of paper whenever possible.

3.2. Technical Proposal Requirements

The Proposal shall describe how the Proposer meets each of the technical requirements described in the Scope of Work. The Proposal shall be evaluated as described in this Section 3 by the following evaluation criteria:

3.2.1. Insurance Coverage

- Proposer must provide a statement that Proposer currently has, or prior to executing a contract if awarded will be able to obtain, insurance coverage meeting or exceeding the insurance requirements detailed in the attached Sample Contract.

3.2.2. References

- Proposer must provide at least three references from contracts of similar scope to that described in this RFP. References from public agencies of similar size or type shall be preferred.
- Proposers shall provide the following information for each reference:
 - Organization name
 - Contact person (first and last name)
 - Contact phone number
 - Contact email address
 - Duration of contract(s)
 - Types and quantities of products and services provided
- Reference-provided letters of recommendation are acceptable.

3.2.3. Experience and Qualifications

- Proposers must describe their organization's experience and qualifications in providing the goods and services described in the Scope of Work. Each Proposer should highlight the experience and qualifications that the Proposer believes distinguishes them from their competitors. Higher scores will be awarded for experience and qualifications from within the last five-years, relevant to the Scope of Work, and from public agencies of similar size or type.

3.2.4. Key Staff

- Proposers must detail the key staff proposed for the implementation of this project, long-term account management, and customer service. Proposers must include relevant details on key staff experience and qualifications.

3.2.5. Accuracy

- Proposers must describe the systems and methods in place to ensure accurate deliveries and invoicing, as well as methods for corrections to inaccurate deliveries or invoices.

3.2.6. Pricing

- Proposers must provide an itemized Price Proposal along with their Proposal detailing all non-recurring charges, recurring charges, and all other applicable costs, fees, and expenses. Proposers must provide fixed pricing for the initial contract term. The pricing provided in

the successful Proposer's Price Proposal will be incorporated into the awarded contract and may not be changed during the initial term.

- Price Proposals from all responsive Proposals will be ranked by applying proposed prices against mock orders. Price Proposals must address all costs required to provide the products and services described in this RFP. The lowest overall Price Proposal will receive the full points available. All other Price Proposals will be weighed against the lowest Price Proposal.

Section 4. Evaluation and Award

4.1. Evaluation Process

4.1.1. Evaluation Overview

The District shall evaluate and score all responsive Proposals on the completeness, quality, and applicability of their contents in accordance with the following criteria:

- Section 3.2, Evaluation of Minimum Requirements (Pass / Fail)
- Section 3.3, Evaluation of Technical Proposal (Scored)
- Section 3.4, Evaluation of Presentations, Demonstrations and Interviews, if held (Scored)
- Section 3.5, Ranking of proposals

4.1.2. Evaluation Committee

The District shall establish an evaluation committee of at least three individuals, which may consist of District staff, government partners, or community partners, who shall review, evaluate, and score each Proposal.

4.1.3. Disqualification

Any attempt by a Proposer to improperly influence a member of the evaluation committee during the Proposal review and evaluation process shall result in rejection of that Proposal.

4.2. Evaluation of Minimum Requirements (Pass / Fail)

The evaluation committee shall review all Proposals on a pass/fail basis and determine if each Proposal meets the minimum technical Proposal requirements described in Section 3 of this RFP. Proposer's failure to comply with the instructions or to submit a complete Proposal may result in the Proposal being deemed non-responsive. Only those Proposals determined responsive to the minimum requirements shall be considered for further evaluation.

4.3. Evaluation of Technical Proposal (Scored)

The evaluation committee shall score all Proposals based on the completeness and quality of information described in Section 3.2. Points assigned by each evaluation committee member shall be

added together and divided by the total number of evaluation committee members to compute an average score for the evaluation criteria. Price Proposals will not be scored until after the evaluation committee has scored all other evaluation criteria.

The evaluation committee may request additional clarification from any Proposer for any portion of the Proposals pursuant to OAR 137-047-0600(2). If a Proposal is unclear, the Proposer may be asked to provide clarification. Proposers shall remain available during the evaluation period to respond to requests for additional clarification. Proposers shall submit written clarification(s) within 24 hours (Monday-Friday) following receipt of the request. No new Proposal documentation may be submitted, however, and clarifications may not be used to correct an otherwise non-responsive Proposal. Failure to provide clarification may result in a lower score.

The evaluation committee shall assign points to its evaluation of each Proposal as follows:

4.3.1. Scoring

SCORING CRITERIA	MAXIMUM POINT VALUE
Insurance Coverage	Pass/Fail
References	Pass/Fail
Experience and Qualifications	35
Key Staff	20
Accuracy	20
Pricing	25
Total Points Possible	100
Presentations, Demonstrations and Interviews (if held)	25
Total Combined Points Possible	125

4.3.2. References

See Section 3.2 for reference requirements.

The District reserves the right to request references in addition to those provided by a Proposer, to investigate any references (whether or not furnished by a Proposer), and to investigate the past performance of any Proposer. The District may investigate the qualifications of a Proposer, including, but not limited to: successful performance in providing similar services; compliance with specifications and contractual obligations; completion or delivery of services on schedule; and proper payment of suppliers, subcontractors, and workers. The District may postpone the award or execution of the contract after the announcement of the apparent successful Proposer in order to

complete its investigation. This is in addition to any other District rights reserved in Section 1.4.3. The District may make up to two attempts to contact each of the reference sources. These attempts will be made during normal business hours. Each reference that is contacted will be asked to provide information relevant to the categories listed in Section 3.2.

4.4. Evaluations of Presentations, Demonstrations, and Interviews (if held)

The evaluation committee may elect to interview one or more Proposers, based on the evaluation committee's identification of those Proposers who have a reasonable chance of being selected as the most advantageous Proposer, if the evaluation committee considers it necessary or desirable. If interviews are held, the evaluation committee will determine the number of Proposers to invite according to whether the evaluation establishes a natural break in the scores of Proposers that indicates that a particular number of Proposers are closely competitive or have a reasonable chance of being determined the most advantageous Proposer. If the evaluation committee conducts interviews, the interview process will be used to supplement and clarify the information contained in the Proposal.

The District will provide written notice to all Proposers identifying those Proposers selected for interview. Proposers not selected for interview may protest the evaluation and determination of the interview pool in accordance with OAR 137-047-0720.

Based upon Proposal scoring, as modified by the interview, Proposers will be given final ranking by the evaluation committee which will be used to determine contract award.

If deemed advisable by the District, the District may send details regarding the format and scope of the interviews to those Proposers invited to interview. Proposers should expect that an interview, if held, would entail providing proposed product samples.

Proposers will bear all costs for attending the interviews and preparing any presentation materials.

4.5. Ranking of Proposals

The evaluation committee shall add the interview score for each interviewed Proposer to the evaluation score for the initial evaluation of that Proposer's Proposal in order to determine the total score and ranking of each Proposal.

4.6. Award Notification and Process

If, once the evaluation committee determines the highest-ranked Proposer, the District elects to move forward with awarding a contract, the District shall send a notice of intent to award to all Proposers. The District may, either orally or in writing, terminate negotiations with the highest-ranked Proposer if the District and the highest-ranked Proposer are unable to reach agreement within a reasonable amount of time for any reason. The District may then negotiate with the second ranked Proposer, and if necessary, with each successively ranked Proposer until negotiations result in a contract or the District cancels the RFP pursuant to ORS 279B.100.

The District reserves the right to negotiate a final contract and Statement of Work that are in the best interests of the District. Prior to execution of a contract the District shall obtain the Contractor's agreement to perform the Scope of Work and meet the performance standards set forth in the final negotiated Statement of Work.

4.7. Protest of Award

If the conditions specified in ORS 279B.410(1) are met, a Proposer may submit a written protest of the District's intent to award a contract. Protests must be submitted within seven days after the District issues a notice of intent to award. A Proposer may submit a protest of the intent to award only as allowed by, and only in compliance with, OAR 137-047-0740. The District will resolve all timely submitted protests in accordance with ORS 279B.410(4) and OAR 137-047-0740.

Section 5. Attachments

- Attachment A – Sealed Proposal Label
- Attachment B – Proposer Information Sheet
- Attachment C – Price Schedule
- Attachment D – District Usage
- Attachment E – Sample Contract

Section 6. Proposal Submission Checklist

All attachments and Proposal content requirements specified in this RFP must be included in Proposals.

The following Proposal content and attachments are required to be returned with the Proposal:

- _____ **Detailed Proposal Content Requirements** as specified in Section 3.2
 - _____ Section 3.2.1 – Statement of Insurance Coverage
 - _____ Section 3.2.2 – References
 - _____ Section 3.2.3 – Experience and Qualifications
 - _____ Section 3.2.4 – Key Staff
 - _____ Section 3.2.5 – Accuracy
 - _____ Section 3.2.6 – Pricing
 - _____ **Responses to Section 2 – Scope of Work**
 - _____ **Attachment B – Proposer Information Sheet**
 - _____ **Attachment C – Price Schedule**
-

Proposers are *encouraged* to use the following attachment to identify their Proposal, it is provided for Proposers convenience and is *not* required.

Attachment A – Sealed Proposal Label

The following attachments are *not* to be returned with the Proposal. Proposers must review these attachments, the terms and conditions of each will be incorporated in the contract for the work.

Attachment D – District Usage

Attachment E – Sample Contract

This checklist is provided for the Proposer’s convenience in assembling your Proposal and is *not* required to be returned with the Proposal.



**ATTACHMENT A
SEALED PROPOSAL LABEL**

SEALED PROPOSAL ENCLOSED

DELIVER TO:

**BEND PARK AND RECREATION DISTRICT
ATTN: JUSTIN SWEET
799 SW COLUMBIA STREET
BEND, OR 97702**

PROPOSALS MUST BE RECEIVED NO LATER THAN:
April 14, 2022, 2:00 PM PACIFIC TIME

FOR: MAT AND LINEN SERVICES

PROPOSER NAME: _____

Please attach the above label to the outside of your sealed Proposal.



ATTACHMENT B PROPOSER INFORMATION SHEET

FIRM/COMPANY NAME: _____

STREET ADDRESS: _____

CITY, STATE, ZIP CODE: _____

WEBSITE: _____

PRIMARY CONTACT NAME: _____

PRIMARY CONTACT TITLE: _____

PRIMARY CONTACT TELEPHONE: _____

PRIMARY CONTACT EMAIL: _____

Name and title of the primary individual authorized to represent the Proposer in any negotiations and sign any contracts that may result:

NAME: _____ **TITLE:** _____

Proposer, pursuant to ORS 279A.120(1), (check one) is / is not a resident Proposer. If not, indicate state of residency: _____.

Proposer (check one) will / will not extend the terms, conditions, and prices to any contracting agency that intends on establishing a contract with Proposer, if Proposer is awarded a contract by the District under this RFP.

1. Proposer hereby certifies that Proposer has read, understands, and agrees to comply with all terms and conditions of this Solicitation and the resulting contract.
2. Proposer acknowledges receipt of all Addenda issued under this Solicitation, if any.
3. Proposer hereby certifies that Proposer has complied or will comply with all requirements of local, state, and federal laws, and that no legal requirements have been or will be violated in making or accepting this Solicitation.
4. Proposer hereby certifies that it has not discriminated and will not discriminate, in violation of ORS 279A.110, against any disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055 in obtaining any required subcontract.
5. Affirmative Action Program. The District is an equal employment opportunity employer and values diversity in its work force. The District requires its consultants and contractors to have an operating policy as an equal employment opportunity employer. Firms of 50 people or less do not need to have a formal equal employment opportunity program, but shall have an operating policy supporting equal employment opportunity. Proposer shall answer the following questions by selecting yes or no.

Yes No Does your Firm have more than 50 employees?

Yes No Does your Firm have a formal equal employment opportunity program?

6. Proposer agrees to comply with Oregon tax laws in accordance with ORS 305.385.
7. Proposer hereby certifies that no conflict of interest, as defined below, exists which precludes an impartial Proposal from being submitted by Proposer and that if such conflict should arise, Proposer will immediately notify the District.
 - a. No officer, employee, or agent of the Proposer has any personal financial interest, direct or indirect, in the operation of Bend Park and Recreation District or its affiliates.
8. Proposer hereby certifies the price(s) and amount(s) of this Proposal shall be arrived at independently and without consultation, communication or agreement with any other consultant, contractor, Proposer or potential Proposer.
9. Proposer hereby certifies that neither the price(s) nor the amount(s) of this Proposal, and neither the approximate price(s) nor approximate amount(s) of this Proposal, shall be disclosed to any other firm or person who is a Proposer or potential Proposer, and they will not be publicly disclosed before contract award.
10. Proposer hereby certifies no attempt has been made or will be made to induce any firm or person to refrain from Proposing on this Solicitation or to submit any noncompetitive Proposal or other complementary Proposal.
11. Proposer hereby certifies that it's Proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Proposal.
12. Proposer agrees that if awarded the contract, Proposer shall be authorized to do business in the State of Oregon at the time of the award.
13. District shall not be liable for any claims or be subject to any defenses asserted by Proposer based upon, resulting from, or related to, Proposer's failure to comprehend all requirements of this Solicitation.
14. District shall not be liable for any expenses incurred by Proposer in both preparing and submitting its Proposal, or in participating in the Proposal evaluation/selection or contract negotiation progress, if any.
15. The signatory of this Proposer Information Sheet is a duly authorized representative of the Proposer, has been authorized by Proposer to make all representations, attestations, and certifications contained in this Proposal document, Solicitation, and all Addenda, if any, issued, and to execute this Proposal document on behalf of Proposer.
16. By signature below, the undersigned Authorized Representative hereby certifies on behalf of Proposer that all contents of this Proposer Information Sheet and the submitted Proposal are truthful, complete and accurate. Failure to provide information required by this Solicitation may ultimately result in rejection of the Proposal.

PROPOSER SIGNATURE

Signature

Title

Name (please print)

Date

Email

Phone

Proposers must provide an itemized Price Proposal along with their Proposal detailing all non-recurring charges, recurring charges, and all other applicable costs, fees, and expenses. Proposers should use a format substantially similar to this Price Schedule, but may deviate to include any other applicable charges or make minor corrections to products listed.

PRODUCT	SIZE(S)	PRICE (each)
Apron		\$
Bar Mopped Ribbed		\$
Coverall	41R	\$
Dust Mop	18"	\$
	36"	\$
	48"	\$
	60"	\$
Fender/Seat Cover	54"x60"	\$
Glass towel		\$
Mats	2'x3'	\$
	3'x16'	\$
	3'x20'	\$
	4'x20'	\$
	6'x10'	\$
Mat Anti-Fatigue	3'x5'	\$
Mat E Series	3'x4'	\$
Mat Nylon/Rubber	3'x4'	\$
	3'x5'	\$
	3'x10	\$
	4'x6'	\$
Mat Scraper	3'x5'	\$

Mat Splash Steady Step	3'x5'	\$
Mat Steady Step	3'x10'	\$
	4'x6'	\$
Mat Water Hog	4'x6'	\$
	4'x8'	\$
Microfiber Pocket Mop		\$
Microfiber Wet Mops		\$
Microfiber Yellow Cloths		\$
Shop Towel (premium)	18"x18"	\$
Table Cloth	52"x52"	\$
Table Cloth	52"x114"	\$
Table Cloth	85"x85"	\$

The following information containing the District’s current usage, delivery location and frequency is provided for Proposer’s reference only to demonstrate the general scope of the services to be performed. The District makes no guarantee of purchases under any contracts resulting from this Solicitation. Product types, specifications, and quantities, as well as delivery locations, hours, and frequency are subject to change.

SERVICE LOCATIONS	
<u>ASPEN HALL</u> 18920 NW Shevlin Park Road Bend, OR 97701 Hours: key access	<u>JUNIPER SWIM AND FITNESS CENTER (JSFC)</u> 800 NE 6 th Street Bend, OR 97701 Hours: Monday – Friday, 5:15AM – 9:00PM
<u>DISTRICT OFFICE</u> 799 SW Columbia Street Bend, OR 97702 Hours: Monday – Friday, 8:00AM – 5:00PM	<u>LARKSPUR COMMUNITY CENTER</u> 1600 SE Reed Market Road Bend, OR 97702 Hours: Monday – Friday, 7:30AM – 4:00PM
<u>HOBBY HUT (HARMON PARK)</u> 1100 NW Harmon BLVD Bend, OR 97701 Hours: Monday – Thursday, 8:00 AM - Noon	<u>PARK SERVICES (CAMPUS)</u> 1675 SW Simpson Avenue Bend, OR 97702 Hours: Monday – Friday, 7:30AM – 4:00PM
<u>HOLLINSHEAD BARN</u> 1235 NE Jones Road Bend, OR 97701 Hours: key access	<u>THE PAVILION</u> 1001 SW Bradbury Way Bend, OR 97702 Hours: Monday – Friday, 8:00AM – 8:00PM

LOCATION INVENTORY			
ASPEN HALL			
DEPARTMENT	PRODUCT	QUANTITY	SERVICE INTERVAL
Custodial	Microfiber Pocket Mop	80	bi-weekly
Custodial	Microfiber Wet Mops	10	bi-weekly
Custodial	Microfiber Yellow Cloths	100	bi-weekly
Custodial	Dust Mops (36”)	2	bi-weekly
Custodial	Dust Mops (18”)	2	bi-weekly
Custodial	Mat Nylon/Rubber 4x6	3	bi-weekly

Custodial	Mat Nylon/Rubber 3x4	5	bi-weekly
DISTRICT OFFICE			
DEPARTMENT	PRODUCT	QUANTITY	SERVICE INTERVAL
Custodial	Microfiber Pocket Mop	200	weekly
Custodial	Microfiber Yellow Cloths	200	weekly
Custodial	Dust Mops (36")	3	weekly
Facility	Mat E Series 3x4	4	bi-weekly
Facility	Mat Steady Step 3x10	8	bi-weekly
HOBBY HUT			
DEPARTMENT	PRODUCT	QUANTITY	SERVICE INTERVAL
Custodial	Pocket Mop	8	weekly
Custodial	Microfiber Wet Mops	2	weekly
Custodial	Microfiber Yellow Cloths	20	weekly
Custodial	Dust Mops (36")	2	weekly
Facility	Scraper Mat 3x5	1	weekly
Facility	Nylon/Rubber 4x6	1	weekly
Facility	Scraper Mat 3x5	1	weekly
HOLLINSHEAD BARN			
DEPARTMENT	PRODUCT	QUANTITY	SERVICE INTERVAL
Custodial	Microfiber Pocket Mop	32	bi-weekly
Custodial	Microfiber Wet Mops	4	bi-weekly
Custodial	Microfiber Yellow Cloths	100	bi-weekly
Custodial	Dust Mops (48")	2	bi-weekly
Facility	Mat Nylon/Rubber 4x6	4	bi-weekly
Facility	Mat Nylon/Rubber 3x5	2	bi-weekly
JUNIPER SWIM AND FITNESS CENTER (JSFC)			
DEPARTMENT	PRODUCT	QUANTITY	SERVICE INTERVAL
Custodial	Microfiber Pocket Mops	210	bi-weekly
Custodial	Microfiber Wet Mops	56	bi-weekly

Custodial	Microfiber Yellow Cloths	1,000	bi-weekly
Facility	Water Hog 4x8	9	weekly
Facility	Water Hog 4x6	1	weekly
Facility	Mat Nylon/Rubber 3x10	3	weekly
Facility	Mat Nylon/Rubber 4x6	1	bi-weekly
Facility	Mat 6x10	2	bi-weekly
Facility	Mat 2x3	1	bi-weekly
Facility	Mat Nylon/Rubber 3x4	1	bi-weekly
Facility	Mat 4x20	1	bi-weekly
Facility	Mat 3x20	1	bi-weekly
Facility	Mat 3x16	1	bi-weekly
LARKSPUR COMMUNITY CENTER			
DEPARTMENT	PRODUCT	QUANTITY	SERVICE INTERVAL
Custodial	Microfiber Pocket Mop	100	weekly
Custodial	Microfiber Wet Mops	5	weekly
Custodial	Microfiber Yellow Cloths	750	weekly
Facility	Mat Nylon/Rubber 3x4	9	monthly
Facility	Mat Nylon/Rubber 3x10	4	monthly
Facility	Mat Nylon/Rubber 4x6	1	monthly
Facility	Mat scraper 3x5	2	monthly
Facility	Apron	20	monthly
PARK SERVICES (CAMPUS)			
DEPARTMENT	PRODUCT	QUANTITY	SERVICE INTERVAL
Custodial	Microfiber Pocket Mop	525	weekly
Custodial	Microfiber Wet Mops	5	weekly
Custodial	Microfiber Yellow Cloths	500	weekly
Custodial	Dust Mops (36")	3	weekly
Custodial	Mat Nylon/Rubber 3x4	3	bi-weekly
Custodial	Mat Nylon/Rubber 3x10	4	bi-weekly

Shop	Mat Nylon/Rubber 3x4	3	weekly
Shop	Mat Nylon/Rubber 3x10	1	weekly
Shop	Fender Seat Cover 54x60	4	weekly
Shop	Shop Towel Plain 18x18	400	weekly
Shop	Coverall All Blend-Twill 41R	2	weekly
THE PAVILION			
DEPARTMENT	PRODUCT	QUANTITY	SERVICE INTERVAL
Custodial	Microfiber Pocket Mop	210	weekly
Custodial	Microfiber Wet Mops	5	weekly
Custodial	Microfiber Yellow Cloths	600	weekly
Custodial	Dust Mops (36")	2	weekly
Facility	Mat Anti-fatigue 3x5	3	weekly
Facility	Mat Scraper 3x5	2	weekly
Facility	Mat Steady Step 4x6	4	weekly
Facility	Bar Mopped Ribbed	200	weekly
Facility	Glass Towel	375	weekly
Facility	Dust Mops (60")	4	weekly



This Price Agreement (this “**Agreement**”) is between:

Bend Park and Recreation District (the “**District**”), an Oregon special district
799 SW Columbia Street
Bend, OR 97702

and

<contractor’s name> (“**Contractor**”)
<contractor’s street address>
<contractor’s city, state zip code>

The District and Contractor (each a “Party” and, collectively, the “Parties”) agree as follows:

1 Purpose

- (a) The District issued <Request for Proposals (“**RFP**”)/Invitation to Bid (“**ITB**”)> dated <Month DD, YYYY> seeking <proposals/bids> for <project/solicitation name>. The Contractor submitted a <proposal/bid> dated <Month DD, YYYY> in response to the District’s <RFP/ITB> offering to provide the District with the Services described in the <RFP/ITB> (“<**Proposal/Bid**>”). Contractor is <one of> the successful <proposer/bidder<s>>.
- (b) The District and Contractor now desire to memorialize the terms and conditions pursuant to which Contractor will provide the Services as may be requested by the District from time to time, and the District will pay for the provided Services.
- (c) This Agreement sets forth the general terms and conditions that shall apply to all Purchase Orders issued by the District against this Agreement pursuant to which Contractor agrees to provide the Services.
- (d) The District makes no representation or guarantee that any specific amount of purchases will be made under this Agreement.

2 Definitions

For purposes of these terms and conditions, the following definitions apply:

“**Services**” means the goods and services Contractor has been approved to provide as a result of the District’s <RFP/ITB>, as more particularly described in this Agreement, including the attached Statement of Work (see Section 6), and as Contractor agrees to provide under Purchase Order(s) as the District may issue from time to time.

3 Agreement Term

- (a) This Agreement shall be effective upon the Effective Date and the term shall continue through <Month DD, YYYY> (the “Original Term”). The District may elect to renew this Agreement for <number> additional terms of one-year each. The District may exercise its renewal right by written notice to Contractor not less than 60 days prior to the last day of the then-expiring term. (Notwithstanding the foregoing, the District’s deadline to exercise its renewal right shall be extended one day for each day that Contractor fails to timely deliver renewal term pricing, as required by Section 4(a)(2)) Timely

delivery of a renewal notice shall make this Agreement binding for one additional one-year term without further action of the Parties. The renewal term shall commence on the day immediately following the expiration of the immediately preceding term. The terms and conditions for the renewal term shall be identical with the immediately preceding term except that the District shall no longer have any renewal right that has previously been exercised.

- (b) All Purchase Orders issued prior to the expiration or termination of this Agreement, if any, shall be fulfilled as if this Agreement is in full force and effect, or as otherwise directed by the District.
- (c) The District reserves the right, at its sole discretion, to extend the term of this Agreement for not more than 180 days beyond any term or beyond this Agreement's maximum term. To exercise this right, the District will notify Contractor in writing not less than 30 days prior to the term expiration. In the event the District exercises its right to extend the Agreement term under this Section 3(c), Contractor shall not increase Contractor's pricing, unless waived by District, at its sole discretion.

4 **Agreement Price**

- (a) The District will pay Contractor pursuant to the following:
 - (1) **Original Term Pricing:** <In accordance with the amount(s) detailed in Contractor's <Price Schedule/Bid> provided in response to the District's <RFP/ITB>, a copy of which is attached (see Section 6).>
 - (2) **Renewal Term Pricing:** Not less than 120 days prior to the last day of the then-expiring term, Contractor shall provide the District with pricing for Services to be performed during the following term. In the event Contractor fails to provide the District with pricing for any renewal term, the pricing from the immediately preceding term shall apply.

5 **Payment Terms**

- (a) The District shall pay Contractor within 30 days of receipt of a properly itemized and accurate invoice following completion, and the District's acceptance, of the Services, or as the District may otherwise provide for in a Purchase Order, if any.
 - (1) Contractor shall not submit, and the District shall not be liable for, any invoice(s) that exceed any maximum not-to-exceed amount set forth in any Purchase Order. Contractor shall not submit, and the District shall not be liable for, any charge that exceeds the rates agreed upon in Section 4 above.

6 **Agreement Documents**

- (a) As used in this Agreement, the "**Agreement Documents**" consist of the following documents listed in order of precedence for the purpose of determining conflicting provisions in the Agreement Documents. To the extent that any terms of a Contractor's document conflicts with terms of this Agreement, attached Exhibit A – Terms and Conditions, <or the District's RFP/ITB>, such terms are void and are expressly and wholly subject to the terms of this Agreement, attached Exhibit A – Terms and Conditions, <and the District's RFP/ITB >. In the event of overlap or inconsistency between the terms of this Agreement, attached Exhibit A – Terms and Conditions, <or the District's RFP/ITB >, the term that provides a better quality or quantity of service to the District shall control.

- (1) This Agreement;
- (2) The Terms and Conditions attached as Exhibit A;
- (3) Statement of Work attached as Exhibit B;
- (4) <The District's <Request for Proposals/Invitation to Bid>, including all Addenda, issued <Month DD, YYYY>> incorporated by reference as Exhibit C;
- (5) <Contractor's <Proposal/Bid> dated <Month DD, YYYY> submitted in response to the District's <RFP/ITB> incorporated by reference as Exhibit D;
- (6) <Contractor's <Price Proposal/Bid amount(s)> from Contractor's <Proposal/Bid>> attached as Exhibit E; <and>
- (7) <document name> attached as Exhibit F.

7 Purchase Orders

- (a) The District may, at its sole discretion, order Services from Contractor as needed. The District will order Services by issuance of written purchase order(s) ("**Purchase Order**"), a sample of which is attached (see Section 6).
- (b) Purchase Orders issued under this Agreement will consist of at least the following: (1) the specific goods and services required, (2) the net price, inclusive of all applicable fees permitted by this Agreement, (3) the requested delivery schedule, (4) the delivery location(s), (5) the method and location for submission of invoices, and (6) the District's authorized representative contact information.
- (c) Purchase Orders issued under this Agreement consist of the following documents listed in order of precedence for the purpose of determining conflicting provisions. To the extent that any terms of a Contractor's document attached to a Purchase Order conflicts with terms of this Agreement including its attachments and amendments, or a Purchase Order, such terms are void and are expressly and wholly subject to the terms of this Agreement including its attachments and amendments, and the Purchase Order. In the event of overlap or inconsistency between the terms of this Agreement including its attachments and amendments, and a Purchase Order, the term that provides a better quality or quantity of service to the District shall control.
 - (1) This Agreement, including its attachments and amendments, if any;
 - (2) Purchase Order, including its terms and conditions and District provided attachments, if any; and
 - (3) Contractor's quote, proposal, offer, or any other Contractor provided attachment, if any.

8 Miscellaneous

- (a) **Entire Agreement; Signatures.** The Agreement Documents contain the entire understanding of the Parties regarding the subject matter of this Agreement and supersede all prior and contemporaneous negotiations and agreements between the Parties, whether written or oral, with respect to the subject matter of this Agreement. This Agreement may be signed in counterparts. An electronically transmitted

signature page will be considered an original signature page. At the request of a Party, the other Party will confirm an electronically transmitted signature page by delivering an original signature page to the requesting Party.

- (b) **Severability.** If any provision of this Agreement 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 be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- (c) **Waiver.** Failure of either Party to enforce any provision of this Agreement shall not constitute waiver of the right to require such performance in the future nor of the right to enforce any other provision of this Agreement. Payment by the District shall not constitute the District's waiver of any rights under this Agreement.
- (d) **Time.** Time is of the essence in the performance of all obligations under this Agreement. Contractor shall at all times carry on the Services diligently, without delay and punctually fulfill all requirements of the Services.
- (e) **Amendments.** This Agreement may only be amended by written instrument, signed by both Parties.
- (f) **Assignment.** Except for portions of the Services performed by Contractor's employees or subcontractors approved by the District, this Agreement is not assignable or transferable by Contractor without the District's prior written consent, which may be withheld in the District's sole discretion, and any purported assignment or transfer without the District's consent shall be void.
- (g) **Further Assurances; Survival.** The Parties will sign such other documents and take such other actions as are reasonably necessary to further effect and evidence this Agreement. The termination of this Agreement, regardless of how it occurs, will not relieve a Party of obligations that have accrued before the termination. All Contractor representations, warranties, covenants, and obligations contained in this Agreement (including, without limitation, Contractor's indemnity obligations) will survive the termination of this Agreement.
- (h) **Governing Law; Venue.** This Agreement shall be interpreted and administered under the laws of the State of Oregon without regard to conflict of laws principles. Any claim or dispute that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Deschutes County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.
- (i) **Attorney's Fees.** If any arbitration or litigation is instituted to interpret, enforce, or rescind this Agreement, including, without limitation, any proceeding brought under the United States Bankruptcy Code, the prevailing Party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing Party's reasonable attorneys' fees and other fees, costs, and expenses of every kind, including, without limitation, the costs and disbursements specified in ORCP (Oregon Rules of Civil Procedure) 68 A(2), incurred in connection with the arbitration, the litigation, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court.
- (j) **Interpretation.** As used in this Agreement, the term "person" means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated

organization, governmental agency, political subdivision, or any other entity, as context may require. All pronouns, and any variations, will be deemed to refer to the masculine, feminine, or neutral, as the identity of the person may require. The singular includes the plural and the plural includes the singular. The word "or" is not exclusive. The words "include," "includes," and "including" are not limiting. The word "days" means calendar days unless expressly provided otherwise. The titles, captions, or headings of the articles and sections in this Agreement are inserted for convenience of reference only and are not intended to be a part, or to affect the meaning or interpretation, of this Agreement.

- (k) **Effectiveness and Date.** This Agreement will become effective when all Parties have signed it. The date of this Agreement will be the date this Agreement is signed by the last Party to sign it (as indicated by the date associated with that Party's signature) (the "**Effective Date**"). If a Party signs this Agreement but fails to date their signature, the date the other Party receives the signing Party's signature will be deemed to be the date the signing Party signed this Agreement.

<(signatures on following page)/(signatures to immediately follow)>

The Parties are signing this Agreement on the date stated below that Party's signature. The signatures of the Parties authorized representatives below acknowledge that they have read and understood this Agreement and agree to be bound by its terms and conditions:

<CONTRACTOR>

BEND PARK AND RECREATION DISTRICT

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



1 **Definitions**

For purposes of these terms and conditions, the following definitions apply:

“**Cooperative Contract**” shall mean a contract awarded as a result of a procurement conducted on behalf of more than one governmental agency.

“**OAR**” shall mean Oregon Administrative Rules.

“**ORS**” shall mean Oregon Revised Statutes.

“**Permissive Cooperative Contract**” shall mean a Cooperative Contract in which the Purchasing Contracting Agencies are not identified.

“**Purchasing Contracting Agency**” shall mean a governmental agency that procures goods or services from Contractor based on the original contract established by the District.

2 **Compliance with Applicable Law**

- (a) Throughout the term of this Agreement, Contractor shall comply with all laws, rules, codes, regulations, policies, and applicable requirements imposed by governmental authorities having jurisdiction over the Services.

3 **Indemnification and Hold Harmless**

- (a) Contractor agrees to hold harmless, indemnify, and defend the District, and its officers, directors, employees, agents, volunteers, and contractors, from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature (including, without limitation, reasonable attorneys’ fees and settlement costs) resulting from, arising out of, or related to:
- (1) Any misrepresentation, breach or alleged breach of any representation, warranty, agreement, or obligation under this Agreement by Contractor or its affiliates or subcontractors;
 - (2) Any actual or alleged performance or nonperformance of the Services including;
 - (3) Any claim or liability arising from any contract between Contractor and any third party, whether or not made to effectuate the purposes of this Agreement, and regardless of whether Contractor enters into such contracts as the District’s agent or as principal;
 - (4) Any actual or alleged violation of any applicable law by Contractor;
 - (5) Taxes, together with interest and penalties, that are Contractor’s responsibility under this Agreement;
 - (6) Infringement or alleged infringement of any patent, copyright, trademark, trade secret, right of privacy, right of publicity, or other personal or proprietary right of a third party in connection with the Services; and

- (7) Any other claim related to the Services and due to any act, negligence, willful misconduct, or omission by Contractor or its affiliates or subcontractors or their respective officers, directors, employees, suppliers, subcontractors, agents, successors, or affiliates.

4 **Independent Contractor**

- (a) Contractor is an independent contractor, and not an employee, of the District. Contractor is free from direction and control over the means and manner of performing the Services, subject only to the right of the District to specify the desired results, and the District reserves the right to evaluate the quality of the Services. The District will not withhold any taxes from any payments made to Contractor, and Contractor will be responsible for paying all taxes arising out of or resulting from Contractor's performance of the Services, including, without limitation, income, social security, workers' compensation, and employment insurance taxes. Contractor is solely responsible for obtaining all licenses, approvals, and certificates necessary or appropriate to perform the Services. This Agreement does not create a joint venture, partnership, or agency relationship between the District and Contractor. Contractor does not have the authority to bind the District to any contract or other agreement or represent to any person that Contractor is an agent of the District. Contractor has the authority to hire other persons to assist Contractor in performing the Services (and has the authority to fire such persons). The District shall neither have nor exercise any control or direction over the means or manner by which Contractor or its employees under its control shall perform their work and other functions.

5 **Force Majeure**

- (a) Neither Party shall be responsible for any nonperformance or delay in the performance of any obligation under this Agreement caused by fire, riot, acts of God, terrorism, war, government-imposed restrictions, or any other cause which is beyond the Party's reasonable control (each a "**Force Majeure Event**"). Such Party shall, however, promptly notify the other Party of any Force Majeure Event and shall make all reasonable efforts to perform such obligation as soon as reasonably possible after the end of such cause for delay or nonperformance. No Force Majeure Event shall commence or be deemed to have occurred unless, within 10 days of the event constituting the Force Majeure Event, the Party claiming such delay has provided written notice to the other specifying the circumstances that the claiming Party contends constitutes a Force Majeure Event. Notwithstanding the foregoing, the District may terminate this Agreement upon written notice to Contractor after reasonably determining that the Force Majeure will likely prevent successful performance of this Agreement.

6 **Termination**

- (a) **Mutual Consent.** This Agreement may be terminated at any time by mutual written agreement of the Parties.
- (b) **Termination for Convenience.** The District may, at its sole discretion, terminate this Agreement, in whole or in part, upon 30 days' written notice to Contractor.
- (c) **Termination by District.** The District may, at its sole discretion, terminate this Agreement, immediately upon written notice to Contractor, or on such later date as the District may establish in its notice, upon the occurrence of any of the following events:
 - (1) The District fails to receive funding, appropriations, limitations, allotments, or other expenditure authority at levels sufficient to pay for the Services;

- (2) Federal, state, or local laws, rules, regulations, ordinances, or guidelines are modified or interpreted in a way that either the purchase of the Services by the District under this Agreement, or the District's payment for the Services from the planned funding source, is prohibited;
 - (3) Contractor is in default of this Agreement beyond all applicable notice and cure periods; or
 - (4) As otherwise provided in this Agreement.
- (d) **Termination by Contractor.** Contractor may terminate this Agreement if the District fails to make any payment to Contractor within 30 days of written notice from Contractor that such payment is past due.
- (e) **Effect of Termination.** Upon receipt of written notice of termination: (1) Contractor shall stop all performance under this Agreement as directed by the District, (2) the District shall pay Contractor the fees and expenses reasonably incurred prior to such termination, and (3) Contractor shall deliver to the District all documents, information, works-in-progress, and other property that are or would be the property of the District had the Agreement been completed.

7 Events of Default

- (a) The occurrence of any of the following events shall constitute a default by Contractor under this Agreement:
- (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;
 - (2) Contractor no longer holds any license or certificate that is required for Contractor to perform its obligations under this Agreement and Contractor has not obtained a replacement license or certificate within 14 days after receipt of notice of the default from the District; or
 - (3) Contractor fails to perform any covenant, warranty, or other obligation under this Agreement, including failure to perform any obligation within the time specified or any extension of that time, and Contractor fails to cure such nonperformance within 14 days after receipt of written notice from the District; provided, however, if the default is of such a nature that it cannot be completely remedied within the 14-day cure period, Contractor shall not be in default if Contractor begins correction of the default within such 14-day period and diligently proceeds in good faith to effect the remedy as soon as practicable.

8 Notices

- (a) All notices or other communications required or permitted by this Agreement must be in writing, delivered to the Parties at the addresses set forth above, or such other address as a Party may designate by written notice to the other Party. Notices are considered delivered upon actual receipt if delivered personally, by fax (with electronic confirmation of delivery), by email (with hard copy delivered within two business days), or by a nationally recognized overnight delivery service; or at the end of the third business day after the date deposited in the United States mail, postage pre-paid, certified, return receipt requested.

9 **Insurance**

- (a) **Insurance Coverages.** Contractor shall obtain and maintain throughout the term of this Agreement, the following insurance coverages:
- (1) **General Liability.** Commercial general liability insurance (occurrence form), including coverage for bodily injury, property damage, independent contractors, contractual liability (covering Contractor's indemnification obligations under this Agreement), personal injury, products and completed operations, with limits of not less than \$2,000,000 per occurrence and \$4,000,000 in the aggregate. Contractor's liability insurance shall be primary and will not seek contribution from any insurance or self-insurance maintained by the District.
 - (2) **Auto Liability.** Applicable to any automobile assigned to or used in the performance of the Services, whether owned, hired or non-owned, with a limit of liability of not less than \$1,000,000 combined single limit per accident.
 - (3) **Workers' Compensation.** Statutory Limits. Contractor shall comply with ORS 656.017, unless exempt under ORS 656.126, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers including employers' liability coverage with limits not less than \$500,000. No workers' compensation insurance has been or will be obtained by the District for Contractor or Contractor's employees and subcontractors.
- (b) **Additional Insured.** Contractor shall name the District, its officers, employees, and agents as additional insureds on all liability policies other than errors and omissions and workers' compensation policies.
- (c) **Notice.** There shall be no cancellation, material change, potential exhaustion of aggregate limits, or non-renewal of insurance coverage(s) without 30-days written notice from Contractor, or Contractor's insurer(s), to District. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of this Agreement and shall be grounds for immediate termination of this Agreement by District.
- (d) Contractor shall, within 5 days after execution of this Agreement and prior to commencement of any Services, furnish the District with original certificates of insurance, including the additional insured and all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause), and a copy of the declarations and endorsement page of the commercial general liability policy, listing all policy endorsements. Contractor shall deliver new certificates, endorsements, and declarations and endorsement pages to the District within 5 days after replacement or renewal of any required insurance policy. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this Section 9, at any time. Failure to obtain the required documents prior to the Services beginning shall not waive the Contractor's obligation to provide them. Any failure of Contractor to provide evidence of required insurance shall constitute a material breach of this Agreement and shall be grounds for immediate termination of this Agreement by District.
- (e) Contractor understands that the stated limits of liability are the minimum acceptable by the District, Contractor further understands it is the responsibility of Contractor to determine the appropriate limits of liability in excess of the District's minimum acceptable limits to meet Contractor's risk.

- (f) If Contractor maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

10 Non-Discrimination

- (a) Contractor shall comply with all applicable requirements of federal and state civil rights law and rehabilitation statutes and shall not discriminate based on race; color; gender; age; religion; ancestry, national origin; U.S. military veteran status; marital status; sexual orientation; disability; medical condition; source of income; or political affiliation in programs, activities, services, benefits, or employment in connection with this Agreement.

11 Warranty

- (a) Contractor will perform the Services to the best of Contractor's ability, diligently, and without delay, in good faith, in a professional manner in accordance with the highest professional standards of the industry, free from any material errors, omissions, or defects, and in strict compliance with the terms and conditions of this Agreement.

12 Continuing Obligation

- (a) Notwithstanding the expiration date of this Agreement, Contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance, and parts availability requirements have completely expired.

13 Identification of Employees

- (a) While on District property, Contractor shall ensure that its employees wear identifying uniforms or other designation of identity (e.g. identification badge, hat, and/or coat with Contractor's logo and/or name).

14 Cooperative Contract

- (a) This Agreement is <not> a Permissive Cooperative Contract.
- (b) *<Remove (b) and (c) if this Agreement is not a Cooperative Contract. Pursuant to ORS 279A.215, Purchasing Contracting Agencies may establish a contract with Contractor to purchase the goods and services provided under this Agreement.*
- (c) As required by ORS 279A.215(1)(d), no material change may be made in the terms, conditions, or prices in a contract or price agreement between Contractor and Purchasing Contracting Agencies from the terms, conditions, or prices set forth in this Agreement.>

15 Public Contracting Requirements

- (a) As required by ORS 279B.045, Contractor represents and warranties that Contractor has, and will throughout the duration of this Agreement, comply with the tax laws of Oregon or a political subdivision of Oregon, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Contractor's failure to comply with the tax laws of Oregon or a political subdivision of Oregon before Contractor executed this Agreement or during the term of this Agreement is a default for which the District may

terminate this Agreement and seek damages and other relief available under the terms of this Agreement or under applicable law.

- (b) As required by ORS 279B.220, Contractor shall: (1) make payment promptly, as due, to all persons supplying to the Contractor labor or material for the performance of the Services provided for in this Agreement, (2) pay all contributions or amounts due the Industrial Accident Fund from Contractor or Contractor's subcontractor(s), if any, incurred in the performance of this Agreement, (3) not permit any lien or claim to be filed or prosecuted against the District on account of any labor or material furnished, and (4) pay to the Department of Revenue all sums withheld from employees under ORS 316.167.
- (c) As required by ORS 279B.230, Contractor shall promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of Contractor, of all sums that Contractor agrees to pay for the services and all moneys and sums that Contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.
- (d) As required by ORS 279B.235(1)(a), Contractor shall not employ an employee for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires otherwise, and in such cases, Contractor shall pay the employee at least time and a half pay for: (1) all overtime in excess of eight hours in any one day or 40 hours in any one week if the work week is five consecutive days, Monday through Friday; or all overtime in excess of 10 hours in any one day or 40 hours in any one week if the work week is four consecutive days, Monday through Friday; and (2) all work the employee performs on Saturday and on any legal holiday specified in ORS 279B.020.
- (e) As required by ORS 279B.235(1)(b), Contractor shall comply with the prohibition set forth in ORS 652.220. Contractor's compliance with ORS 652.220 is a material element of this Agreement, Contractor's failure to comply is a breach that entitles the District to terminate this Agreement for cause.
- (f) As required by ORS 279B.235(1)(c), Contractor shall 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 and Contractor shall not retaliate against an employee who discusses the employee's rate of wage, salary, benefits or other compensation with another employee or another person.
- (g) As required by ORS 279B.235(2), Contractor shall give notice in writing to employees who perform any work in relation to this Agreement, either at the time of hire or before work begins on this Agreement, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that Contractor may require the employees to work.

– END OF EXHIBIT A - TERMS AND CONDITIONS –



1 **Statement of Work**

(a) <Contractor shall provide ...>

– END OF STATEMENT OF WORK –

SAMPLE



Purchase Order Date: <Month DD, YYYY>	
Contractor (the "Contractor"): <contractor name> <contractor street address> <contractor city, state zip code>	Ship To: Bend Park and Recreation District <street address> <city, state zip>
District Representative: <first and last name> <email address and phone number>	Invoice To: Bend Park and Recreation District, ATTN: AP 799 SW Columbia Street, Bend, OR 97702 ap@bendparksandrec.org
Delivery Date/Schedule: <enter delivery date/schedule>	Project: <enter project name>

Item Product #	Item Description	Quantity	Unit of Measure	Unit Price	Net Price
SUB-TOTAL					
SHIPPING					
TOTAL					

District and Contractor (each a "Party" and, collectively, the "Parties") agree as follows: This Purchase Order, attached Terms and Conditions, and all other attachments and exhibits, if any, is placed against the Price Agreement dated <Month DD, YYYY> between Bend Park and Recreation District (the "District") and Contractor (the "Price Agreement"). The order of precedence for the purpose of determining conflicting provisions of this Purchase Order, the Price Agreement, and any attachments or exhibits attached to this Purchase Order, shall be determined as provided in the Price Agreement.



2 Amendments; Changes

- (a) This Purchase Order may only be amended by written instrument, signed by both Parties.

3 Payment Terms

- (a) The District shall pay Contractor within 30 days of receipt of a properly itemized and accurate invoice following completion, and the District's acceptance, of the Services, or as the District may otherwise direct.
- (b) Contractor shall not submit, and the District shall not be liable for, any invoice(s) that exceed any maximum not-to-exceed amount set forth in this Purchase Order. Contractor shall not submit, and the District shall not be liable for, any charge that exceeds the rates agreed upon in the Price Agreement.

4 Termination

- (a) Mutual Consent. This Purchase Order may be terminated at any time by mutual written agreement of the Parties.
- (b) Termination for Convenience. The District may, at its sole discretion, terminate this Purchase Order, in whole or in part, upon 30 days' written notice to Contractor.
- (c) Termination by District. The District may, at its sole discretion, terminate this Purchase Order, immediately upon written notice to Contractor, or on such later date as the District may establish in its notice, as otherwise provided in the Price Agreement.
- (d) Effect of Termination. Upon receipt of written notice of termination: (1) Contractor shall stop all performance under this Purchase Order as directed by the District, (2) the District shall pay Contractor the fees and expenses reasonably incurred

prior to such termination, and (3) Contractor shall deliver to the District all documents, information, works-in-progress, and other property that are or would be the property of the District had the Purchase Order been completed.

5 Time

- (a) Time is of the essence in the performance of all obligations under this Purchase Order. Contractor shall at all times carry on the services diligently, without delay and punctually fulfill all requirements of this Purchase Order.

6 Identification of Employees

- (a) While on District property, Contractor shall ensure that its employees wear identifying uniforms or other designation of identity (e.g. identification badge, hat, and/or coat with Contractor's logo and/or name).

7 Delivery

- (a) If completed deliveries are not made at the date and time, or location agreed, the District reserves the right to cancel this Purchase Order in whole or in part and return to Contractor all unused goods at no cost to the District.

8 Inspection

- (a) Goods shall be properly packaged. Damaged goods shall not be accepted, or if the damage is not readily apparent at the time of delivery, Contractor shall accept a return for all damaged goods at no cost to the District. The District reserves the right to inspect the goods at a reasonable time subsequent to delivery when the conditions prevent effective inspection at the time of delivery.

- END OF TERMS AND CONDITIONS -