



REQUEST FOR PROPOSALS

Solicitation No: 26-0001

For the Provision of

Landscape Maintenance Services

RFP Closing:

October 19, 2026 at 2:00 PM Pacific Time

Issued by:

Sherwood School District 88J

21920 SW Sherwood Blvd.

Sherwood, Oregon 97140

September 18, 2026

SECTION I – INTRODUCTION
Solicitation No: RFP 26-0001
Landscape Maintenance Services

Questions must be submitted in writing via email to:
competitivebids@sherwood.k12.or.us

Deadline for Questions: October 12, 2026 at 2:00 PM PST

REQUEST FOR PROPOSAL (RFP)

Solicitation No: RFP 26-0001

Summary

The purpose of this Request for Proposals (Solicitation) is to obtain competitive Proposals from qualified Proposers interested in the provision Landscape Maintenance Services

Interested Proposers must submit a Proposal pursuant to the provisions of this Solicitation by email only to: competitivebids@sherwood.k12.or.us:

SOLICITATION DUE DATE AND TIME (CLOSING):

October 19, 2026 at 2:00 PM Pacific Time

LATE PROPOSALS WILL NOT BE ACCEPTED

No public opening will occur. Proposals will be opened and recorded. Subject to public records laws, the contents of any Proposal will not be disclosed to the public until a notice of intent to award has been issued or the Solicitation is cancelled after opening Proposals.

Proposers are solely responsible for ensuring that the Sherwood School District receives its Proposal.

LATE PROPOSALS WILL NOT BE ACCEPTED.

Prospective Proposers must register with Oregon Buys – <http://oregonbuys.gov/> to obtain the solicitation documents.

All questions and comments regarding this solicitation must be directed ONLY BY EMAIL to: competitivebids@sherwood.k12.or.us

PROPOSALS MUST BE PURSUANT TO THE PROVISIONS OF THIS SOLICITATION.

THE DISTRICT MAY REJECT ANY PROPOSAL NOT IN COMPLIANCE WITH ALL PRESCRIBED REQUIREMENTS.

SECTION I – INTRODUCTION
Solicitation No: RFP 26-0001
LANDSCAPE MAINTENANCE SERVICES

1. INTRODUCTION:

This Solicitation is issued pursuant to ORS 279A, ORS 279B and the Oregon Attorney General Model Rules Divisions 46 and 47.

2. DEFINITIONS:

The term "District" or "Owner" throughout this document means the Sherwood School District (SSD). The term "Proposer" means the person or firm that submits a Proposal in response to this Solicitation. The term "Proposal" or "Offer" means a written response to provide Goods or Services in response to this Solicitation. "Closing" means the date and time specified in the Solicitation as the deadline for submitting Proposals. "Contractor" or "Supplier" means the firm awarded a Contract as a result of this Solicitation.

3. SOLICITATION REVIEW:

Proposers must carefully review the Solicitation documents and are responsible for knowing and understanding all terms and conditions. Unless defects, ambiguities, omissions, or errors are brought to the District's attention by protest pursuant to QUESTIONS/CLARIFICATIONS/CHANGES AND SOLICITATION PROTEST in Section III, protests or appeals based on such defects, ambiguities, omissions or errors received after issuance of the Notice of Intent to Award (NOI) may not be favorably considered.

4. BACKGROUND:

- a. The Sherwood School District encompasses approximately 5 square miles in northwestern Oregon in Washington County. The District is located in the Portland, Oregon metro area.
- b. The Sherwood School District has approximately 600 employees. The District is responsible for educating approximately 4,700 students in kindergarten through grade 12 at four (4) Elementary Schools, one (1) Middle Schools, one (1) High School and one additional program.
- c. Potential work is to be performed on an as needed basis, or as otherwise directed, at these sites and any future properties or interests of the District. Work or portions of the Work may also be performed elsewhere.

5. SCOPE OF WORK:

This Solicitation is for landscape maintenance services. See Section II and applicable attachments for additional details.

6. CONTRACT:

The successful Proposer, selected by the District, will receive a Master Maintenance Services Contract. A sample is enclosed herein (see SECTION V - ATTACHMENTS).

- a. Proposers are advised to thoroughly review and familiarize themselves with the standard contract. Certain contract terms reflect state statute and may not be altered.
- b. The Contractor will be expected to promptly sign a contract including all standard terms and conditions contained in the sample contract. The District will execute the Contract only after it has obtained all applicable required documents and approvals.
- c. The District may, at its sole discretion, negotiate any contract terms suggested in Proposals and/or any other contract terms it finds to be in its best interest to negotiate. The forgoing does not limit the District's right to terminate contract negotiations as provided under applicable rules/laws.
- d. Individual Project Work Authorizations (PWAs) will be issued by the District on an as needed basis.

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7. AMENDMENTS:

The District may amend a Contract without additional competition pursuant to OAR 137-047-0800.

8. CONTRACT PERIOD/EXTENSION:

- a. The selected Proposer will be issued a Contract effective upon full execution from January 1, 2027 through December 31, 2029.
- b. Should the District elect to extend the Contract for each of two additional one (1) year terms, the District will endeavor to send correspondence to the Contractor on or about two (2) months prior to Contract End Date for each consecutive contract period.
- c. The Supplier's Pricing and Rates must remain firm for one (1) year and through June 30 of each contract period, when extended.
- d. Any annual price increases hereunder shall not exceed the prior year's percentage increase in the applicable sub-category of the Consumer Price Index – Western Region. The District may at its sole discretion, consider price increases in excess of the foregoing limit if the provider can demonstrate that such increases are due to actual cost increases/industry-specific market conditions.

9. CONTRACT ADMINISTRATOR:

The Contract Administrator for this Master Contract will be the Chief Financial Officer, or designee.

10. DISTRICT REPRESENTATIVE:

The District Representative for the project is the Chief Operations Officer, or designee.

11. SOLICITATION SCHEDULE:

The milestones for the selection process are set forth below. The dates are specific and will be followed to the extent reasonably possible. The purpose of this schedule is for Proposer information only. The District reserves the right to deviate from this schedule.

<u>Solicitation Milestone</u>	<u>Completion Date</u>
Pre-Proposal Conference	No Pre-Proposal Conference
Deadline for Protests of Solicitation	October 9, 2026
Deadline for Questions	October 12, 2026
Submit Proposals	October 19, 2026
Proposal Review	October 20-23, 2026
Notice of Intent to Award	October 28, 2026
Deadline for Protest of Award	November 4, 2026

The District reserves the right to modify this solicitation schedule.

12. CONTACT DURING SOLICITATION:

- a. Method of Inquiry: All inquiries and questions related to this solicitation must be submitted in writing via email to competitivebids@sherwood.k12.or.us as indicated on the summary page of this Solicitation.
- b. Point of Contact: Communications may be routed through competitivebids@sherwood.k12.or.us during the RFP process.
- c. External Communication: Other than the methods authorized above and herein, it is prohibited to engage in any form of communication with Sherwood School District employees, officials, or their representatives, regarding this RFP. This prohibition includes, but is not limited to, any attempts to influence or contact members of the evaluation team. Such conduct by the Proposer may result in the rejection of the proposal.

SECTION II – STATEMENT OF WORK

Solicitation No: RFP 26-0001

Landscape Maintenance Services

1. PURPOSE AND INTRODUCTION:

Sherwood School District No. 88J (the "District") invites written sealed proposals for Landscape Maintenance Services to provide landscaping services in the district during the 3 calendar years 2027, 2028, and 2029 for properties owned by the District. The District shall have the option to extend the contract for one year in both 2030 and 2031.

2. DESCRIPTION OF SERVICES:

This scope of work pertains to the requirements to maintain grass and landscaped areas for the District. The overall responsibility of the Contractor is to coordinate, plan, manage, and perform activities described in this RFP to maintain an acceptable appearance in those areas included in the RFP.

For bidding purposes the tables below outline the scope of the work and the contractor responsibilities are listed below. Final negotiation of work will follow a successful RFP selection.

3. CONTRACTOR RESPONSIBILITIES:

The Contractor shall furnish all labor and materials necessary to perform the mowing and landscaping maintenance tasks in the RFP. The Contractor shall complete all the tasks listed below and will comply with all the requirements and specifications.

It shall be the Contractor's responsibility to verify the areas, sizes and quantities of the surfaces and items to be maintained in this RFP. Failure of the Contractor to verify the listed amounts shall not relieve the Contractor of the responsibility to provide all services required to the standards included herein, for the prices submitted in Contractors proposal.

Integrated Pest Management (IPM) Compliance (ORS 634.700 – 634.750):

The Contractor shall strictly adhere to Oregon's School Integrated Pest Management law and the Sherwood School District adopted IPM Plan. Contractor will place mandatory safety postings in accordance with IPM guidelines.

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4. TIMING AND RATES:

General Landscape Services

Task	Total												T&M		
Landscape Maintenance Services	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Visits	As-needed	Notes
Mow		x	x	x	x	x	x	x	x	x	x		30		Weekly from April through September. As needed during the winter. Sports Fields 2x weekly.
Edge		x	x	x	x	x	x	x	x	x	x		12		
Fertilization				x		x		x		x		x	5		
Weed Control					x				x				2		
Blow walkways	x	x	x	x	x	x	x	x	x	x	x	x	40		
Aerate and seed			x						x				2		
Pre-emergent Application		x							x				2		
Herbicide Spray Perimeters			x		x		x		x				4		
Leaf Removal	x									x	x	x	6		
Prune Shrubs				x		x			x				3		
Barkdust					x								1		
Tree Pruning														x	Up to 12'

5. Items not included in this RFP:

- Management of artificial turf fields
- Management of sports fields beyond mowing (aeration, fertilizer, slice-seeding, top dressing, etc.)
- Irrigation control
- Bioswale maintenance

6. Locations included in this RFP:

Archer Glen Elementary School
16155 SW Sunset Blvd
Sherwood, OR 97140
Acreage (including building) - 13.34

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Hawks View Elementary School

21970 SW Sherwood Blvd

Sherwood, OR 97140

Acreage (including building) - 19.65

Middleton Elementary School

23505 SW Old Hwy 99

Sherwood, OR 97140

Acreage (including building) - 11.23

Ridges Elementary School

21472 SW Copper Terrace

Sherwood, OR 97140

Acreage (including building) - 29.85

Sherwood Middle School

16956 SW Meinecke Rd

Sherwood, OR 97140

Acreage (including building) - 47.47

Sherwood High School

18800 SW Haide Rd

Sherwood, OR 97140

Acreage (including building) - 73

Hopkins District Office

21920 SW Sherwood Blvd

Sherwood, OR 97140

Acreage (including building) - 11

Cipole Maintenance Facilities

20250 SW Cipole Road

Tualatin, OR 97062

Acreage (including building) - 3.5

Old District Office

23295 SW Main Street

Sherwood, OR 97140

Acreage (including building) - 1

7. ADDITIONAL REQUIREMENTS:

- a. **Background Checks.** All personnel on-site will be required to be badged and must be subject to a background check per District Standards. See sample Contract attached to this Solicitation.

Contractor must employ only persons duly licensed by the State of Oregon to perform the Work required under this Contract for which applicable Oregon Law requires a license.

SECTION III –PROPOSAL SUBMISSION & INSTRUCTIONS
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1. FORMAL SELECTION PROCEDURE: Pursuant to OAR 137-047-0260

The District may procure Goods or Services by competitive sealed Proposals as set forth in ORS 279B.060.

2. PRE-PROPOSAL CONFERENCE: Pursuant to OAR 137-047-0420

- a. **Purpose.** The District may hold pre-Proposal conferences with prospective Proposers prior to Closing, to explain the procurement requirements, obtain information, and/or to conduct site inspections.
- b. **Required Attendance.** If the District's Pre-Proposal conference is mandatory (as indicated on the Summary Page) a Proposal submitted by a Proposer who did not attend the mandatory pre-Proposal conference will be rejected.
- c. **Statements Not Binding.** Statements made by the District's representative at the Pre-Proposal conference do not change the Solicitation Document unless the District confirms such statements with a Written Addendum.

3. PROPOSALS ARE OFFERS: Pursuant to OAR 137-047-0310

A Proposal submitted in response to this Solicitation is the Proposer's offer to enter into a Contract.

- a. By signing and submitting a Proposal, the Proposer acknowledges it has read, understands and agrees to be bound by the terms and conditions contained in this Solicitation.
- b. The Proposal is a "firm offer," and shall remain open for a period of sixty (60) days for acceptance by the District.
- c. The District's Award of a Contract constitutes acceptance of the Proposal and binds the Proposer to the Contract.
- d. The Proposer must not make its Proposal contingent upon the District's acceptance of any terms or conditions (including Specifications,) other than those explicitly stated in this Solicitation.

4. PROPOSAL PREPARATION: Pursuant to OAR 137-047-0400

A Proposer must sign and submit its Proposal in accordance with the instructions set forth in this Solicitation. Failure to submit Proposals in accordance with the provisions of this Solicitation will be grounds to declare the Proposal as non-Responsive. Proposers must:

- a. Submit a complete Proposal (a Proposal that meets all requirements of this Solicitation);
- b. Provide the District with all required and requested documents and descriptive literature;
- c. Initial any corrections or erasures to their Proposal prior to Closing;
- d. Identify (on the Proposer Certification) whether the Proposer is/is not a "resident Proposer", as defined in ORS 279A.120(1);
- e. Provide (on the Proposer Certification) certification of nondiscrimination in obtaining any required subcontractors in accordance with ORS 279A.110(4); and
- f. Provide (on the Proposer Certification) Written acknowledgment of receipt of all Addenda.

5. PROPOSAL SUBMISSION: Pursuant to OAR 137-047-0410

- a. To ensure proper identification and handling, Proposals must be submitted appropriately marked with the Proposer's name and the Solicitation number clearly legible in large block numbers. Proposals must be emailed to competitivebids@sherwood.k12.or.us. Facsimile and hard copy Proposals will not be accepted.
- b. The District is not responsible for Proposals submitted in any manner, format or to any delivery point other than as required in this Solicitation.
- c. Proposers are solely responsible for ensuring that the District receives their Proposal at the required delivery point prior to Closing.
- d. Attachments must be smaller than 25MB in size.

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6. **ADDENDA:** Pursuant to OAR 137-047-0430

- a. **Issuance; Receipt.** The District may change this Solicitation only by Written Addenda. A Proposer must provide written acknowledgement of receipt of all issued Addenda in the space provided on the Proposer Certification.
- b. **Notice and Distribution.** The District will publish notice of any and all Addenda on the Oregon Buys website. Addenda may be downloaded from the Oregon Buys website. It is the Proposers' responsibility to inquire about Addenda. Proposers should frequently check the Oregon Buys website until the Solicitation Closing (due date and time) about any Addenda issued, i.e., at least once weekly until the week of Closing and at least once daily the week of the Closing.
- c. **Timelines; Extensions.** The District will issue Addenda within a reasonable time to allow prospective Proposers to consider the Addenda in preparing their Proposal. The District may extend the Closing if the District determines prospective Proposers need additional time to review and respond to Addenda. Except to the extent required by public interest, the District will not issue Addenda less than 72 hours before the Closing unless the Addendum also extends the Closing.
- d. **Request for Change or Protest.** Unless a different deadline is set forth in the Addendum, a Proposer may submit a Written request for change or protest to the Addendum, as provided in OAR 137-047-0730, by the close of the District's next business day after issuance of the Addendum, or up to the last day allowed to submit a request for change or protest under OAR 137-047-0730, whichever date is later. If the date established in the previous sentence falls after the deadline for receiving protests to the Solicitation Document in accordance with OAR 137-047-0730, then the District may consider a Proposer's request for change or protest to the Addendum only, and the District will not consider a request for change or protest to matters not added or modified by the Addendum.

7. **QUESTIONS/CLARIFICATIONS/CHANGES AND SOLICITATION PROTEST:**

Proposers may request changes or clarifications to, or protest, any provision, specification or Contract term contained in this Solicitation:

- a. **Questions, Clarifications, Changes.** All questions regarding this Solicitation must reference the Solicitation number and must be submitted in writing via e-mail to competitivebids@sherwood.k12.or.us
 - i. No oral questions will be accepted other than at the pre-Proposal conference (if any). Questions received by the District prior to the deadline will be answered in written addenda.
- b. **Protest.** Pursuant to OAR 137-047-0730, a prospective Proposer may protest the Procurement Process or the Solicitation Document for a Contract solicited under ORS 279B.060 as set forth in ORS 279B.405. Written protests must include:
 - i. A detailed statement of the legal and factual grounds for the change, clarification, or protest;
 - ii. A description of the resulting prejudice to the Proposer; and
 - iii. A statement of the form of relief requested or any proposed changes to the Solicitation provisions, specifications, or contract terms and conditions.
 - iv. Written protests must be clearly marked with the Solicitation number and submitted in writing to the Purchasing Manager by email to competitivebids@sherwood.k12.or.us.
- c. **Deadline.** Questions, changes, clarifications, or protests must be received by the District by the applicable date stated in the SOLICITATION SCHEDULE in Section I. The District will not consider any protest or request for change that is submitted after the submission deadline.
- d. **Response.** Responses to questions/clarifications and notice of the District's protest determination will be provided in written addenda pursuant to ADDENDA above. The District's response to a Proposer, whether orally or in Writing, does not change the Solicitation and is not binding on the District unless the District amends the Solicitation by written Addendum. Protesters must exhaust all administrative remedies before seeking judicial review.

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8. PRE-CLOSING MODIFICATION OR WITHDRAWAL OF PROPOSALS: Pursuant to OAR 137-47-0440

A Proposer may modify or withdraw its Proposal in Writing only prior to Closing. Modification or withdrawal must:

- a. Be clearly marked "Proposal Modification" or "Proposal Withdrawal" and marked and delivered as described in PROPOSAL SUBMISSION above;
- b. Include the Proposer's statement that the modification amends and supersedes the prior Proposal; Proposers are responsible for ensuring that the District receives its modification or withdrawal.
- c. Modifications and/or withdrawals must be prepared and submitted on the Proposer's letterhead, signed by an authorized representative of the Proposer.

9. RECEIPT, OPENING, AND RECORDING OF PROPOSALS: Pursuant to OAR 137-47-0450

a. Receipt of Proposals.

- i. Proposers are responsible for ensuring that the District receives the Provider's Proposal at the required delivery point prior to the closing due date and time.
- ii. Proposals must be emailed to competitivebids@sherwood.k12.or.us and received prior to the Closing due date and time.

b. Identification of Proposals.

- i. To ensure proper identification and handling, the proposals must be submitted to the email address listed above and the email subject line should include the Proposer's Company Name and the Solicitation number, and/or other clearly identifying information.
- ii. The District is not responsible for proposals submitted in any manner, format or to any delivery point other than as required in the Solicitation.
- iii. Failure to submit Proposals in accordance with the provisions of this section will be grounds to declare the Proposal as nonresponsive.

10. LATE PROPOSALS, LATE WITHDRAWALS, AND LATE MODIFICATIONS: Pursuant to OAR 137-47-0460

Any Proposal received after Closing is late. A Proposer's request for withdrawal or modification of a Proposal received after Closing is late. The District will not consider late Proposals, withdrawals or modifications except as permitted in MISTAKES below. The District reserves the right to consider Proposals that have been delayed or mishandled by the District.

11. MISTAKES: Pursuant to OAR 137-47-0470

To protect the integrity of the competitive Procurement process and to assure fair treatment of Proposers, the District will carefully consider whether to permit waiver, correction or withdrawal of Proposals for certain mistakes. The District will not allow a Proposer to correct or withdraw a Proposal for an error in judgment. If mistakes in a Proposal are discovered after Opening, but before Award of the Contract, the District may take the following action:

- a. The District may waive, or permit a Proposer to correct, a minor informality. A minor informality is a matter of form rather than of substance that is evident on the face of the Proposal, or an insignificant mistake that can be waived or corrected without prejudice to other Proposers.
- b. The District may correct a clerical error if the error is evident on the face of the Proposal, or other documents submitted with the Proposal, and the Proposer confirms the District's correction in writing.
- c. The District may permit a Proposer to withdraw a Proposal based on one or more clerical errors in the Proposal only in accordance with OAR 137-47-0470(2)(c) and (d).
- d. The District will reject any Proposal in which a mistake is evident on the face of the Proposal and the intended correct Proposal is not evident or cannot be substantiated from documents accompanying the Proposal.

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12. AWARD: Pursuant to OAR 137-47-0600

- a. Award in part or in whole is contingent upon available funding. In the event adequate funds are not appropriated and allocated by the School Board, the District reserves the right to cancel any Solicitation at no penalty.
- b. If awarded, the District will award a Master Maintenance Services Contract to the Responsible Proposer(s) that submitted the most advantageous responsive Proposal(s), and that meets the minimum requirements of this Solicitation.
- c. The District may award by item, groups of items or the entire Proposal.
- d. The District may award multiple Contracts if beneficial to the District for adequate availability, delivery, service, competition, pricing, product capabilities, or other factors deemed significant by the District. This notice of Multiple Awards does not preclude the District from awarding a single Contract.
- e. The District may award a Contract for parts of the Solicitation for which acceptable Proposals have been received.
- f. The District may reject all or part of Proposals and may issue a new Solicitation on the same or revised terms, conditions and Specifications.
- g. When Proposals are identical the District must Award the contract Pursuant to OAR 137-046-0300.

13. NOTICE OF INTENT TO AWARD: Pursuant to OAR 137-047-0610

The District will provide a written Notice of Intent to Award (NOI) to all Proposers at least seven (7) calendar days before the Award of a Contract, unless the District determines that circumstances require prompt execution of the Contract. The District's Award will not be final until the later of the following:

- a. SEVEN (7) calendar days after the date of the NOI, or
- b. Until the District provides written response(s) to all timely filed protest(s) denying the protest(s) and affirming the Award.

14. PROPOSAL REJECTION. Pursuant to OAR 137-047-0640 and OAR 137-047-0650

- a. The District may reject any Proposal as set forth in ORS 279B.100:
 - i. When the rejection is in the best interest of the District.
 - ii. When the Proposal is contingent upon the District's acceptance of terms and conditions (including Specifications) that differ from the Solicitation.
 - iii. When the Proposal takes exception to terms and conditions (including Specifications) set forth in the Solicitation.
 - iv. That attempts to prevent public disclosure of matters in contravention of the terms and conditions of the Solicitation or applicable law.
 - v. That fails to meet the Specifications of the Solicitation.
 - vi. That is submitted late.
 - vii. That is not in substantial compliance with the Solicitation or with all prescribed public procurement procedures.
 - viii. That is not in compliance with ORS 279B.120, 279B.130, OAR 137-046-0210(3), 279A.105, ORS 279A.110(4).
 - ix. When the Proposer is not Responsible pursuant to ORS 279B.110.
- b. The District may reject all Proposals as set forth in ORS 279B.100. The District will notify all Proposers of the rejection, along with the reasons for rejection. Proposals may be rejected based upon the following criteria:
 - i. The content of or an error in the Solicitation or the Procurement Process unnecessarily restricted competition for the Contract.
 - ii. The price, quality or performance presented by the Proposers are too costly or of insufficient quality to justify acceptance of any Proposal.

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- iii. Misconduct, error, or ambiguous or misleading provisions in the Solicitation threaten the fairness and integrity of the competitive process.
- iv. Causes other than legitimate market forces threaten the integrity of the competitive process, such as collusion, corruption, unlawful anti-competitive conduct, and/or inadvertent or intentional errors in the Solicitation.
- v. The District cancels the Solicitation in accordance with OAR 137-047-0660.
- vi. Any other circumstance indicating that awarding the Contract would not be in the public interest.

15. SOLICITATION CANCELLATION: Pursuant to OAR 137-047-0660

The District may cancel, delay or suspend a solicitation, or reject all Proposals, in accordance with ORS 279B.100 when it is in the best interest of the District as determined by the District. In the event of any such cancellation, delay, suspension or rejection, the District is not liable to any Proposer for any loss or expense caused by or resulting from any such cancellation, delay, suspension or rejection.

16. PROPOSAL COSTS:

Proposers responding to solicitations are responsible for all costs they may incur in connection with submitting Proposals.

17. CONTRACT AWARD PROTEST: Pursuant to OAR 137-047-0740

- a. Proposers may protest the Award of a Contract, or the intent to Award a Contract if the conditions set forth in ORS 279B.410(1) are satisfied. Proposers must deliver a written protest to the District within seven (7) Days after the issuance of the NOI.
- b. The Proposer's protest must be in writing and must specify the grounds for the protest to be considered by the District pursuant to ORS 279B.410(2). A protest must be submitted to the Chief Financial Officer and may be e-mailed to competitivebids@sherwood.k12.or.us, or hand delivered or mailed to 21920 SW Sherwood Blvd. The Proposer is responsible for ensuring the District receives the protest.
- c. The District will not consider any protest that is submitted after the submission deadline.
- d. Resolution of Protests. The District's Chief Financial Officer will settle or resolve a written protest submitted in accordance with the requirements of this Rule and will issue a written decision on the protest in a timely manner as set forth in ORS 279B.410(4).
- e. Decision. If a protest is not settled, the Superintendent, or designee, has the authority to resolve the protest.
- f. Proposers must exhaust all administrative remedies before seeking judicial review. Judicial review of this decision will be in accordance with ORS 279B.415.
- g. If the District upholds the protest, in whole or in part, the District may in its sole discretion either award the Contract to the successful Protestor or cancel the Procurement or Solicitation.

18. ADDITIONAL REQUIREMENTS:

- a. The District reserves the right to seek clarifications of submitted Proposals, which may or may not affect the evaluation scoring.
- b. The District reserves the right to negotiate a final Contract that is in the best interest of the District.
- c. Failure of the District to insist on strict performance will not constitute a waiver of any of the provisions of this Solicitation or resulting Contract or waiver of any other default of the Proposer.

19. CONFIDENTIALITY OF PROPOSALS:

The District is subject to the Oregon Public Records Law (ORS 192.410 to 192.505), which requires the District to disclose all records generated or received in the transaction of District business, except as expressly exempted in ORS 192.501, 192.502, or other applicable law. The District may withhold from disclosure confidential information pursuant to ORS 192.501 or 192.502.

SECTION III –PROPOSAL SUBMISSION & INSTRUCTIONS

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- a. The District will not disclose records submitted by a Proposer that are exempt from disclosure under the Public Records Law, subject to the following procedures and limitations.
 - i. All pages containing the records exempt from disclosure must be marked “confidential” and segregated in the following manner:
 - A. It must be clearly marked in bold and on each page of the confidential document.
 - B. It must be kept separate from the other Proposal documents in an electronic folder.
 - C. Where this specification conflicts with other formatting and response instruction specifications, this specification will prevail.
 - D. Where such conflict (in C. above) occurs, the Proposer is instructed to respond with the following: “Refer to confidential information enclosed.” This statement “Refer to confidential information enclosed.” must be inserted in the place where the requested information was to have been placed.
- b. 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 Proposal must not be marked confidential. Should a Proposal be submitted in this manner, no portion of it will be held as confidential unless that portion is segregated in the above manner and meets the above criteria.
- c. Notwithstanding the above procedures, the District reserves the right to disclose information that the District determines, in its sole discretion, is not exempt from disclosure or that the District is directed to disclose by the District Attorney or a court of competent jurisdiction. Prior to disclosing such information, the District will notify the Proposer. If the Proposer disagrees with the District decision, the District may, but is not required to, enter into an agreement not to disclose the information so long as the Proposer bears the entire cost, including reasonable attorney’s fees, of any legal action, including any appeals, necessary to defend or support a no-disclosure decision.

SECTION IV – RESPONSE AND EVALUATION
Solicitation No: RFP 26-0001
LANDSCAPE MAINTENANCE SERVICES

20. INTRODUCTION:

This section prescribes the mandatory format for the presentation of a Proposal in response to this Solicitation. 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 provide any information requested in this Solicitation may result in rejection of the Proposal.

21. PAGE LIMIT AND PROPOSAL FORMAT:

A Proposer's submitted Proposal:

- a. Should be submitted in searchable MS Word/pdf format to competitivebids@sherwood.k12.or.us. Elaborate artwork and visuals are not necessary. Any MS Excel attachments may be submitted in MS Excel format. Brochures or other promotional presentations beyond that sufficient to present a complete and effective Proposal are not desired.
- b. The Proposer's response is limited to 25 digital pages. This page limit is limited to the Proposer's response to the detailed proposal content requirements found in Section A below, unless items required thereunder are excepted from the page limit (e.g., insurance forms). The page limit does not include Attachments A through G. If a Proposal exceeds the foregoing page limit, District purchasing staff will remove pages from the proposal (starting from the back of the Proposal) until the 25-page limit has been reached and distribute the resulting Proposal to the committee for evaluation. Exceeding the page limit may cause a Proposal to be found non-responsive to the Solicitation.
- c. Proposals should be organized in the order items appear below in the PROPOSAL CONTENT REQUIREMENTS section.

22. PROPOSAL CONTENT REQUIREMENTS:

- a. Proposers must present a Proposal containing the specific information requested and submit all attachments as required on the Proposal Submission Checklist.
- b. Proposers are cautioned to provide in their Proposals, in a brief and concise manner, as much detail as possible pertaining to their capabilities and experience in providing the services requested in this Solicitation. Do not assume the District has any prior knowledge of the Proposer.

SECTION A: DETAILED PROPOSAL CONTENT REQUIREMENTS:

DETAILED PROPOSAL CONTENT REQUIREMENTS:

- i. INSURANCE REQUIREMENT.
 - A. Provide a statement of agreement to the insurance clause in the sample Master Maintenance Services Contract (see SECTION V – ATTACHMENTS).
- ii. EXPERIENCE AND QUALIFICATIONS.
 - A. Provide a brief narrative of the Proposer's history and capabilities.
 - B. Provide a description of the Proposer's experience in Landscape Maintenance Services for a large, multi-location client.
 - C. State the number of years Proposer has provided Landscape Maintenance Services.
 - D. Proof of Licensure & Certifications: Proposers must provide clear copies of active licenses issued by the Oregon Landscape Contractors Board (LCB) and active Oregon Department of Agriculture

SECTION IV – RESPONSE AND EVALUATION

Solicitation No: RFP 26-0001

Landscape Maintenance Services

(ODA) Commercial Pesticide Applicator Licenses for key supervisory staff assigned to this account.

iii. STAFFING AND KEY PERSONNEL.

- A. Provide a company organization chart showing the proposed staffing approach for this account.
- B. Provide a description of staffing levels.
- C. Provide details of the Proposer's standards for staff training.

iv. APPROACH AND OPERATIONS.

- A. Describe in detail how the services will be provided. Address each item in SECTION II – STATEMENT OF WORK. Focus on the Proposer's ability to perform all of the required tasks. Include policy and procedural manuals if available.
- B. IPM Approach Summary: Proposers must submit a concise (maximum 2-page) summary of their Integrated Pest Management philosophy, detailing methods for pest/weed monitoring, non-chemical weed suppression, and staff training regarding school safety protocols.

v. REFERENCES.

- A. Provide three 3 professional references from projects similar to the scope of this Solicitation, and from accounts of similar size and complexity. K-12 school district references shall be preferred. Use of the provided Proposer Reference Form (see SECTION V – ATTACHMENTS) is required.
 - 1. Provide the name, telephone number, and email address of the client for each of these three references. These contacts will be used by the District for reference checks.
 - 2. Proposer must list Sherwood School District on its reference list if they have done business with the district in the last 10 years. In that case, Sherwood School District shall serve as one of its references.

vi. PRICE SCHEDULE.

- A. Use of the provided Price Schedule (see SECTION V – ATTACHMENTS), is required. Additional notes or an alternative format may also be included at the bottom of the schedule by the Proposer if necessary.
- B. Pricing will be compared among all responsive Proposals submitted. The lowest overall priced proposal will receive the full points available. All other proposal pricing scores must be weighted against the lowest price proposal (Lowest price scores the highest. All other higher priced proposals are weighted against the lowest priced proposal).

vii. QUALITY OF PROPOSAL.

- A. Provide a proposal that is responsive to the Solicitation requirements, terms, conditions, and is presented in a manner that is easily readable, neat, clear, logical, reasonable, and professional.

SECTION IV – RESPONSE AND EVALUATION
Solicitation No: RFP 26-0001
Landscape Maintenance Services

1. EVALUATION CRITERIA:

The District will score each Proposal by reviewing and evaluating the Proposal content requirements outlined above. The following table indicates how the total points in the scoring will be assigned by the required Proposal item. Failure to meet minimum requirements for any individual item may disqualify the Proposal regardless of the total points scored for the other items. Each item will be evaluated as follows:

EVALUATION CRITERIA MATRIX		Maximum Points Possible
i.	Insurance Requirement	Pass / Fail
ii.	Experience and Qualifications	10
iii.	Staffing and Key Personnel	15
iv.	Approach and Operations	25
v.	References	25
vi.	Price Schedule	20
vii.	Quality of Proposal	5
PROPOSAL CONTENT SUB-TOTAL		100
INTERVIEW – (If Required)		
viii.	Interview - Not required for this RFP	

2. [INTERVIEWS: (if conducted)]

- a. The evaluation committee may elect to interview Proposers if the evaluation committee considers it necessary or desirable. The top ranked Proposer, or Proposers if the scoring is close, may be invited to interview. If the evaluation committee conducts interviews, the interview process will be used to supplement and clarify the information contained in the proposal.
- b. Based upon proposal scoring, as modified by the interview, and the results of reference checks, the Proposers will be given final ranking by the evaluation committee. The final ranking will be provided to the District for a final decision to award a contract.
- c. Particular details about the interviews will be issued to those firms invited to interview.
- d. The District may request Proposer to provide a live demonstration of Proposer's work order system.
- e. Such interviews and any presentation materials will be at the Proposer's expense.]

3. PROPOSAL EVALUATION:

- a. **RESPONSIVENESS AND RESPONSIBILITY:** The District will utilize the following objective factors to determine if Proposals are Responsive and Proposers are Responsible:
 - i. **RESPONSIBILITY OF PROPOSER (OAR 137-047-0500).** Before awarding a Contract, the District shall determine that the Proposer submitting the most Advantageous Proposal is Responsible. The District shall use the standards set forth in ORS 279B.110 and OAR 137-047-0640(1)(c)(F) to determine if a Proposer is Responsible. In the event the District determines a Proposer is not

SECTION IV – RESPONSE AND EVALUATION

Solicitation No: RFP 26-0001

Landscape Maintenance Services

Responsible, it shall prepare a written determination of non-Responsibility as required by ORS 279B.110 and shall reject the Proposal.

- b. **CONTINGENT PROPOSALS.** The Proposer must not make its Proposal contingent upon the District's acceptance of any terms or conditions (including Specifications) other than those contained in this Solicitation.
 - c. **IDENTICAL PROPOSALS.** When one or more Proposals are identical under OAR 137-046-0300, the District shall award a Contract in accordance with the procedures set forth in OAR 137-046-0300.
 - d. **RECYCLED MATERIALS.** The District may give preference for Recycled Materials as set forth in ORS 279A.125 and OAR 137-046-0320.
 - e. **CLARIFICATION OF PROPOSALS.** After Opening, the District may conduct Discussions with apparent Responsive Proposer(s) for the purpose of clarification and to assure full understanding of the Proposal.
 - f. **NEGOTIATION.** The District may only conduct Discussions or Negotiate with Proposers. After Award of the Contract, the District may only modify an awarded Contract in accordance with OAR 137-047-0800.
 - g. **OBJECTIVE CRITERIA.** The District may allow, at its discretion, certain other objective evaluation criteria. Examples of such criteria include but are not limited to conversion costs, transportation cost, volume weighing, trade-in allowances, cash discounts, depreciation allowances, cartage penalties, ownership or lifecycle cost formulas.
4. **EVALUATION COMMITTEE:** The Proposals will be evaluated by the Evaluation Committee consisting of not less than three (3) knowledgeable individuals (Evaluators) to review and score Proposals according to the evaluation criteria set forth in this Solicitation. The District may assign certain Evaluators to evaluate specific Proposal categories in keeping with the Evaluators' area of expertise. 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. 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 Proposals(s) will provide the District with the most advantageous and best overall value. The recommendations of this committee may be made by obtaining at least a majority vote of the committee members and will be final; provided however, that the Purchasing Manager, upon reviewing the evaluation process and associated documentation, may request that the committee reconsider its recommendations or scores, or reconvene to complete any necessary processes.

SECTION V – ATTACHMENTS
Solicitation No: RFP 26-0001
LANDSCAPE MAINTENANCE SERVICES

Section II: PROPOSAL SUBMISSION CHECKLIST

**ALL CERTIFICATIONS, FORMS, AFFIDAVITS AND DETAILED PROPOSAL CONTENT REQUIREMENTS
AS SPECIFIED IN SECTION IV MUST BE INCLUDED IN PROPOSALS.**

_____ REQUIRED AFFIDAVIT, CERTIFICATIONS AND FORMS

The following certifications and forms must be completed and signed by the person authorized to represent the Proposer regarding all matters related to the Proposal and authorized to bind the Proposer to the agreement. Failure to submit any of the required, completed and signed certifications/forms shall result in disqualification of the proposing firm.

- _____ PROPOSER CERTIFICATION. (Attachment A) This serves as the cover sheet for your Proposal.
- _____ INDEPENDENT CONTRACTOR CERTIFICATION. (Attachment B)
- _____ AFFIDAVIT OF NON-COLLUSION / COMPLIANCE WITH TAX LAWS. (Attachment C)
- _____ NON-CONFLICT OF INTEREST CERTIFICATION. (Attachment D)
- _____ PROPOSER RESPONSIBILITY FORM – All Pages. (Attachment E)
- _____ PROPOSER REFERENCE FORMS – (Attachment F)
- _____ PRICE SCHEDULE – Both Pages. (Attachment G)

_____ DETAILED PROPOSAL CONTENT REQUIREMENTS

Detailed Proposal Content Requirements are specified in SECTION IV – RESPONSE AND EVALUATION.

The following attachment(s) are **NOT** to be returned with the Proposal. The content of these attachment(s) must be reviewed by the Proposer. The terms and conditions are incorporated in this Solicitation and will apply to the Contract to be executed for the work.

ATTACHMENT H Master Maintenance Services Contract

SECTION V – ATTACHMENTS
ATTACHMENT A
Solicitation No: RFP 26-0001

Attachment A: PROPOSER CERTIFICATION

Legal Name of Proposer (Firm): _____

Physical Address: _____

Mailing Address: _____

The Proposer certifies and agrees:

1. The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer relating to: the intention to submit a Proposal, or the methods or factors used to calculate the prices Proposed.
2. The Proposer has read and understands all terms and conditions of this Solicitation.
3. The Proposer agrees to provide insurance as required in the sample Contract Terms and Conditions (see Attachments).
4. The Proposer has, or has available, the equipment, personnel, materials, equipment, facilities, and equipment as well as the technical and financial ability necessary to complete and execute all Work in a sound and suitable manner for the use specified and intended.
5. The Proposer agrees to execute the formal Contract within ten (10) days from date of Notice of Intent to Award.
6. The Proposer acknowledges that the person that signs this Certification is fully authorized to sign on behalf of the Proposer listed and to fully bind the Proposer to all conditions and provisions thereof.
7. The Proposer certifies that Proposer has complied or will comply with all requirements of local, state, and national laws, and that no legal requirement has been or will be violated in making or accepting this Proposal.
8. The Proposer, pursuant to ORS 279A.120 (1), (check one) is ____ / is not ____ a resident Proposer.
If not, indicate State of residency_____.
9. The Proposer 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.
10. The Proposer agrees to comply with Oregon tax laws in accordance with ORS 305.385.
11. The Proposer acknowledges receipt of the following addenda: (list by number and date appearing on addenda.)

Addendum Number	Date	Addendum Number	Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

12. The Proposer (check one) ____ will / ____ will not extend the terms, conditions and prices to any Participating Agency that intends on establishing a Contract awarded to the Proposer resulting from this Solicitation.

Respectfully submitted this _____ day of _____, 20_____.

Signature: _____

Printed Name: _____

Phone: _____

Title: _____

Fax: _____

E+mail Address: _____

SECTION V – ATTACHMENTS
ATTACHMENT B
Solicitation No: RFP 26-0001

Attachment B: INDEPENDENT CONTRACTOR CERTIFICATION

Proposer: _____

Employer Identification Number: _____

If Proposer signs Part A, the remainder of this Certification Statement does not need to be completed.

Part A. Proposer is a Corporation:

The Proposer/Firm is a corporation authorized to do business in the State of Oregon.

Proposer Signature: _____ Date: _____

Part B. Proposer is an Independent Contractor:

I, under penalties of perjury, certify that I am an independent contractor as defined in ORS 670.600 and that the following statements are true and correct:

1. I have filed Federal and State income tax returns in the name of my business or a business Schedule C as part of the personal income tax return, for the previous year, or expect to file federal and state income tax returns, for labor or services performed as an independent contractor in the previous year.
2. I will furnish the tools or equipment necessary for the contracted labor or services.
3. I have the authority to hire and fire employees who perform the labor or services.
4. I represent to the public that the labor or services are to be provided by my independently established business as four (4) or more of the following circumstances exist.

(Please check all that apply):

- _____ A. The labor or services are primarily carried out at a location that is separate from my residence or is primarily carried out in a specific portion of my residence, which is set aside as the location of the business.
- _____ B. Commercial advertising or business cards are purchased for the business, or I have a trade association membership with _____.
- _____ C. Telephone listing is used for the business that is separate from the personal residence listing.
- _____ D. Labor or services are performed only pursuant to written contracts.
- _____ E. Labor or services are performed for two or more different persons or agencies within a period of one year.
- _____ F. I assume financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omissions insurance or liability insurance relating to the labor or services to be provided.

Proposer Signature: _____ Date: _____

SECTION V – ATTACHMENTS
ATTACHMENT C
Solicitation No: RFP 26-0001

Attachment C: AFFIDAVIT OF NON-COLLUSION / COMPLIANCE WITH TAX LAWS

(Proposer)

I state that:

- (1) The correct taxpayer identification numbers are:
A. Federal Employer ID Number (EIN): _____ B. Employer's Oregon ID Number: _____
- (2) Proposer is not subject to backup withholding because (i) Proposer is exempt from backup withholding, (ii) Proposer has not been notified by the IRS that Proposer is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Proposer that Proposer is no longer subject to backup withholding;
- (3) The price(s) and amount of this Proposal must be arrived at independently and without consultation, communication or agreement with any other Supplier, Proposer or potential Proposer, except as disclosed on the attached appendix.
- (4) That neither the price(s) nor the amount of this Proposal, and neither the approximate price(s) nor approximate amount of this Proposal, will be disclosed to any other firm or person who is a Proposer or potential Proposer, and they will not be disclosed before Contract award.
- (5) 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.
- (6) The Proposal of my firm 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.
- (7) _____ (name of firm), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to proposing on any public contract, except as described in the attached appendix.

I state that _____ (name of firm) understands and acknowledges that the above representations are material and important, and will be relied on by the Sherwood School District in awarding the contract(s) for which this Proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is and will be treated as fraudulent concealment from the Sherwood School District of the true facts relating to the submission of Proposals for this contract. I am authorized to act on behalf of Proposer, and have authority and knowledge regarding Proposer's payment of taxes, and to the best of my knowledge, Proposer is not in violation of any Oregon tax laws, including, without limitation, those tax laws listed in ORS 305.380(4), the elderly rental assistance program under ORS 310.630 to 310.706; and any local taxes administered by the Oregon Department of Revenue under ORS 305.620.

(Affiant's Signature)

STATE OF OREGON

County of _____

Signed and sworn to before me on _____ by _____
(date) (Affiant's name)

Notary: _____

My Commission Expires: _____

SECTION V – ATTACHMENTS
ATTACHMENT D
Solicitation No: RFP 26-0001

Attachment D: NON-CONFLICT OF INTEREST CERTIFICATION

Issuing Agency: Sherwood School District

I, _____ hereby certify I have read the statement defining conflict of interest as quoted below; that I understand the statement; that no conflict of interest exists as therein defined, which precludes an impartial Bid/Proposal to be submitted by myself or the entity/company for which the Bid/Proposal is submitted, and that if such a conflict should arise, I will immediately notify the Sherwood School District and disqualify my Bid/Proposal.

"NO OFFICER, EMPLOYEE, OR AGENT OF THE BIDDER/PROPOSER HAS ANY PERSONAL FINANCIAL INTEREST, DIRECT OR INDIRECT, IN THE OPERATION OF THE Sherwood SCHOOL DISTRICT OR WITH ANY PARTY CONNECTED WITH THE OREGON SCHOOL AND DISTRICT IMPROVEMENT NETWORK, DIRECTLY OR INDIRECTLY."

Proposer Name (signature)

Proposer Name (printed)

Proposer Title (printed)

Entity/Company Name (printed)

Date

**Attachment E: PROPOSER RESPONSIBILITY FORM
(PROPOSER’S QUALIFICATIONS AND FINANCIAL INFORMATION)**

DECLARATION AND SIGNATURES

The undersigned hereby declares that he or she is duly authorized to complete and submit this Proposer Responsibility Form and that the statements contained herein are true and correct as of the date set forth below. Incomplete, incorrect or misleading information will be reason for a determination by the District of Proposer non-responsibility.

Date: _____

By: _____
(Signature of authorized official)

Name: _____
(Please type or print)

Title: _____
(Please type or print)

For: _____
(Firm’s name) (Please type or print)

Instructions

1. The information provided in this form is part of the District inquiry concerning proposer responsibility. Please print clearly or type.
2. If you need more space, use plain paper. Submit completed form with Proposal response.
3. Answer all questions. Submission of a form with unanswered questions, incomplete or illegible answers may result in a finding that the Proposer is not a responsible Proposer.

SECTION V – ATTACHMENTS
ATTACHMENT E
Solicitation No: RFP 26-0001
RELIABILITY

Has your company ever been declared in breach of any contract for unperformed or defective work? ☐ Yes. ☐ No.

If “yes”, explain.

Has any employee or agent of your company ever been convicted of a criminal offense arising out of obtaining, attempting to obtain, or performing a public or private contract or subcontract? ☐ Yes. ☐ No.

If “yes,” explain.

Has any employee or agent of your company been convicted under state or federal law of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or any other offense indicating a lack of business integrity or business honesty? ☐ Yes. ☐ No.

If “yes,” explain.

Has your company or any employee or agent of your company been convicted under state or federal antitrust laws?

☐ Yes. ☐ No.

If “yes,” explain.

Has any Officer or Partner of your organization ever been an Officer or Partner of another Organization that failed to complete a construction contract? ☐ Yes. ☐ No.

If “yes,” explain.

SECTION V – ATTACHMENTS
ATTACHMENT E
Solicitation No: RFP 26-0001

FINANCIAL RESOURCES

Has your firm ever been at any time in the last ten years the debtor in a bankruptcy case? ☐ Yes. ☐ No.

If “yes,” explain.

Does your firm have any outstanding judgments pending against it? ☐ Yes. ☐ No.

If “yes,” explain.

In the past ten years, has your firm been a party to litigation, arbitration or mediation where the amount in dispute exceeded \$10,000? ☐ Yes. ☐ No.

If “yes,” explain. (Include court, case number and party names.) _____

In the past ten years, has your firm been a party to litigation, arbitration or mediation on a matter related to payment to subcontractors or work performance on a contract? Check “yes” even if the matter proceeded to arbitration or mediation without court litigation. ☐ Yes. ☐ No.

If “yes,” explain. (Include court, case number and party names.)

Have you or any of your affiliates discontinued business operation with outstanding debts? ☐ Yes. ☐ No.

If “yes,” explain.

SECTION V – ATTACHMENTS
ATTACHMENT E
Solicitation No: RFP 26-0001

KEY PERSONNEL

List the principal individuals of your company, their current job title, the total years of experience they have in the industry and their current primary responsibility for your company. Corporations list current officers and those who own 5% or more of the corporation's stock. Limited liability companies list members who own 5% or more of the company. Partnerships list all partners. Joint ventures list each firm that is a member of the joint venture and the percentage of ownership the firm has in the joint venture.

ITEM	Principal Individual
A. Name	
B. Position	
C. Years in Position	
D. Current Primary Responsibility	

ITEM	Principal Individual
A. Name	
B. Position	
C. Years in Position	
D. Current Primary Responsibility	

ITEM	Principal Individual
A. Name	
B. Position	
C. Years in Position	
D. Current Primary Responsibility	

ITEM	Principal Individual
A. Name	
B. Position	
C. Years in Position	
D. Current Primary Responsibility	

Person who will be in direct charge of work if your company is awarded this Contract:

ITEM	PERSON IN DIRECT CHARGE
A. Name	
B. Position	
C. Years in Position	
D. Largest Project Supervised - \$	
E. Largest number of employees ever supervised	

SECTION V – ATTACHMENTS
ATTACHMENT F
Solicitation No: RFP 26-0001

Attachment F: PROPOSER REFERENCE FORM

PROPOSER REFERENCE FORM FOR _____
(Insert Name of Proposer)

Proposer must provide three (3) references and must use a separate copy of this form for each reference.

Date(s) Work Performed: _____

Name(s) of Project(s): _____

Value of Project(s): \$ _____

Name of Company: _____

Address: _____

Contact Name: _____

Telephone: _____

Email: _____

Method: Subjective Evaluation

Each reference may be checked for, but not limited to, adherence to contract terms and conditions, timelines, quality standards, overall customer service, project being of similar size, scope and complexity.

SECTION V – ATTACHMENTS
ATTACHMENT G
Solicitation No: RFP 26-0001

Attachment G: PRICE SCHEDULE

Proposer must provide pricing for the following items on which they would like to bid. Bidders may use an alternative format for listing prices for tasks outside the standard scope of work or items billed on a time and materials basis or other reason:

ITEM	PRICING	
	MONTHLY	ANNUALLY
Landscape Services	\$	\$
	\$	\$
	\$	\$
	\$	\$

No overtime will be authorized without prior approval of the District Representative, or designee. All prices quoted must be FOB Destination.

NOTES (if needed):

MASTER MAINTENANCE SERVICES AGREEMENT

Contract Reference No.: RFP 26-0001

Project Title: Landscape Maintenance Services

This Master Maintenance Services Agreement (this “Contract”) is entered into by and between **Sherwood School District 88J** (“District”), and **[Contractor Name]**, a **[State of Incorporation]** **[Entity Type, e.g., Corporation/LLC]** (“Contractor”), effective as of the Effective Date defined herein.

RECITALS

1. District issued Request for Proposals (RFP) No. **26-0001** seeking competitive Proposals from qualified firms for Landscape Maintenance Services.
2. Contractor submitted a Responsive Proposal, was determined to be a Responsible Proposer, and was selected for award as the most advantageous Offeror pursuant to ORS 279B.060 and OAR 137-047-0600.
3. District desires to retain Contractor, and Contractor agrees to perform specialized landscape maintenance services under the terms and conditions set forth below.

CONTRACT TERMS & CONDITIONS

1. Contract Documents & Order of Precedence

This Contract consists of the following documents, listed in descending order of precedence:

1. This Master Maintenance Services Agreement (excluding Exhibits);
2. **Exhibit A:** Statement of Work & Location List;
3. **Exhibit B:** Pricing & Rate Schedule;
4. **Exhibit C:** Special Terms & Conditions (including Project Work Authorizations);
5. **Exhibit D:** Required Insurance Certificates & Endorsements;
6. **Exhibit E:** Independent Contractor Certification & Required Statutory Certifications;
7. District RFP No. 26-0001 (including all Addenda);
8. Contractor’s Proposal submitted in response to RFP No. 26-0001.

2. Term & Extension Options

- A. **Effective Date:** January 1, 2027, or the date this Contract is fully executed by both parties, whichever is later.
- B. **Initial Term:** January 1, 2027 through December 31, 2029.
- C. **Extension Options:** District may, at its sole discretion, extend this Contract for up to two (2) additional one (1) year terms (calendar years 2030 and 2031). District will endeavor to provide written correspondence regarding extension approximately two (2) months prior to the end of each consecutive contract period.

3. Services & Work Authorizations

- A. **Performance:** Contractor shall furnish all labor, materials, equipment, and supervision necessary to

perform the landscape maintenance services set forth in **Exhibit A**. Work will be performed on an as-needed basis or as otherwise directed across District properties.

- B. **Project Work Authorizations (PWAs):** Individual PWAs or purchase orders will be issued by the District's Representative on an as-needed basis specifying site-location tasks and authorized cost caps.
- C. **Standards:** Contractor shall apply skill and knowledge possessed by well-informed members of its trade to perform all work in a good and workmanlike manner consistent with the highest industry standards.

4. Compensation & Pricing

- A. **Maximum Compensation:** Total compensation payable under this Contract shall not exceed \$[Not-to-Exceed Amount] without a formal written amendment executed by both parties.
- B. **Firm Pricing & CPI Adjustments:** Supplier pricing and rates set forth in **Exhibit B** shall remain firm for one (1) year and through June 30 of each contract period. Any annual price increase requested upon extension shall not exceed the prior year's percentage increase in the applicable sub-category of the Consumer Price Index (CPI) – Western Region, unless Contractor demonstrates actual, industry-specific cost increases to the District's satisfaction.
- C. **Invoicing:** Invoices must be submitted monthly for completed and District-accepted work, itemizing services by location. No overtime will be authorized or paid without prior written approval from the District Representative. Payment terms are Net 30 days upon receipt of an approved invoice. Payment is due only for Work that has been completed and accepted by the District. The District may withhold payment, in whole or in part, for Work that does not conform to this Contract until the non-conformance is cured. Individual Project Work Authorizations may not, in the aggregate, cause total compensation to exceed the Maximum Compensation stated in Section 4.A without a written amendment executed by both parties.

5. Contract Administration

- A. **District Contract Administrator:** Chief Financial Officer (or designee).
- B. **District Project Representative:** Chief Operations Officer (or designee).
- C. **Contractor Administrator:** [Name, Title, Email, Phone].

6. Personnel, Background Checks & Student Safety

- A. **Licensure:** Contractor shall employ only personnel duly licensed by the State of Oregon (e.g., Landscape Contractors Board / Department of Agriculture) to perform specialized tasks required under this Contract.
- B. **Background Checks & Badging:** All Contractor personnel on District grounds must be badged and undergo background checks according to District standards and in compliance with ORS 326.603 where applicable. Contractor shall not permit any employee or subcontractor to perform work on District grounds if convicted of a crime listed under ORS 342.143(3).
- C. **Conduct:** Contractor staff shall conduct themselves in a civil, polite, and professional manner at all times and shall refrain from any unnecessary contact or fraternization with students, school staff, or volunteers.

6.1 Integrated Pest Management (IPM) Compliance (ORS 634.700 – 634.750):

The Contractor shall strictly adhere to Oregon's School Integrated Pest Management law and the Sherwood School District adopted IPM Plan, and shall support the District's compliance with its statutory obligations under ORS 634.705 to 634.750.

- A. **Chemical Application Limitations:** Synthetic pesticides, herbicides, and fungicides shall only be utilized as a last resort when non-chemical, preventative pest control measures have proven ineffective.
 - a. **Low-Impact Pesticides Only.** Contractor shall apply only pesticides on the District's adopted low-impact pesticide list, only after non-chemical measures have proven ineffective, and only upon authorization of the District's IPM plan coordinator.
- B. **Prior Approval & Scheduling:** All chemical applications must receive written pre-approval from the District Representative. Applications must occur outside of regular school operating hours (e.g., weekends, holidays, or evening hours when students and staff are absent).
- C. **Posting & Notification:** Contractor shall assist the District in placing mandatory statutory safety postings at all application sites prior to application.
- D. **Licensing:** All personnel applying chemicals on District property must hold an active **Commercial Pesticide Applicator License** issued by the Oregon Department of Agriculture (ODA).
- E. **Record-Keeping:** Contractor must maintain complete chemical application logs (detailing product name, EPA registration number, target area, volume, date, time, applicator name, and pesticide applicator license number) and submit copies to the District Representative and the District's IPM plan coordinator within 24 hours of application. Contractor shall provide all information the District requires to satisfy the notice, posting, and four-year recordkeeping obligations of ORS 634.740 and 634.750.

7. Independent Contractor Status & Tax Certification

Contractor is an independent contractor as defined in ORS 670.600 and is not an employee, agent, or officer of the District, and neither Contractor nor any of its employees or subcontractors is an agent of the District for any purpose, including the Oregon Tort Claims Act (ORS 30.260 to 30.300). Contractor is solely responsible for federal, state, and local tax compliance, workers' compensation coverage, and unemployment liabilities. Contractor certifies compliance with Oregon Tax Laws pursuant to ORS 305.385.

8. Mandatory Oregon Public Contracting Provisions

Pursuant to ORS 279B.220, 279B.225, 279B.230, and 279B.235, Contractor shall:

- A. Make prompt payment to all persons supplying labor or material for the work.
- B. Pay all contributions or amounts due to the Industrial Accident Fund.
- C. Pay medical care expenses for employees providing labor under this Contract.
- D. Comply with statutory wage and overtime requirements (time-and-a-half over 40 hours/week or over 10 hours in any one day, and for work on Saturdays and legal holidays specified in ORS 279B.020, whichever applies).
- E. Comply with ORS 652.220 regarding Pay Equity (compliance being a material element of this Contract, breach of which entitles the District to terminate for cause) and maintain a written policy preventing sexual harassment, sexual assault, and discrimination under ORS 279A.112.
- F. Salvage, recycle, compost or mulch yard waste material generated in performing the Work at an approved site, if feasible and cost-effective, as required by ORS 279B.225.
- G. Not permit any lien or claim to be filed or prosecuted against the District on account of any labor or material furnished.

H. Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

9. Indemnification & Hold Harmless

A. Contractor shall defend, save, hold harmless, and indemnify District, its School Board, officers, employees, and agents (collectively, the "District Indemnitees") from and against all third-party claims, suits, liabilities, losses, damages, and expenses (including reasonable attorney fees and costs, including those incurred on appeal) resulting from or arising out of the intentional, reckless, or negligent acts, errors, or omissions of Contractor, its officers, employees, agents, or subcontractors under this Contract, including any claim arising out of the application, storage, handling, or release of any pesticide, herbicide, fungicide, fertilizer, or other chemical, and any claim of infringement of intellectual property rights.

B. Contractor's duty to defend arises upon the District's written tender of a claim and is independent of, and applies regardless of, any determination of fault; Contractor shall advance defense costs as incurred. The District may, at its option, participate in the defense with counsel of its choosing at its own expense, and Contractor shall not settle any claim in a manner that imposes any obligation or admission on a District Indemnatee without the District's prior written consent.

C. Notwithstanding the foregoing, this Section does not require Contractor to indemnify or defend any District Indemnatee against liability for damage arising out of death or bodily injury to persons or damage to property caused in whole or in part by the negligence of that District Indemnatee, and Contractor's obligations under this Section apply only to the extent of the fault of Contractor, its officers, employees, agents, or subcontractors, consistent with ORS 30.140. This limitation does not otherwise reduce Contractor's obligations for losses attributable to Contractor's fault.

D. Contractor's obligations under this Section survive the expiration or termination of this Contract.

10. Insurance Requirements

A. **Insurance:** Contractor shall obtain and maintain the following minimum insurance coverages throughout the Initial Term and each Extension Period, if applicable, and must provide proof of such insurance before any work begins:

- **Commercial General Liability:** \$2,000,000 per occurrence / \$3,000,000 aggregate.
- **Automobile Liability:** \$2,000,000 per occurrence / \$3,000,000 aggregate.
- **Pollution Liability:** \$2,000,000 per occurrence/ \$3,000,000 aggregate.
- **Workers' Compensation:** Statutory limits compliant with ORS 656.017.

B. **Waiver of Subrogation:** To the extent permitted by law, Contractor shall waive any and all rights of subrogation against the District and its insurers for any damages or loss to any property belonging to the District.

C. **Additional Insured:** The Contractor must provide Certificates of Insurance naming Sherwood School District 88J, its School Board, officers, employees, and agents as an Additional Insured prior to contract execution.

11. Termination & Non-Appropriation

A. **For Convenience:** District may terminate this Contract upon ninety (90) calendar days' written notice to Contractor. District will pay Contractor for services performed until the effective date of termination.

- B. **Non-Appropriation of Funds:** Award and performance are contingent upon available funding. If funds are not allocated or appropriated by the School Board to sustain performance in a subsequent fiscal period, District may terminate this Contract immediately without penalty upon written notice.
- C. **For Cause:** District is able to terminate immediately for defaults relating to safety and upon 14 days notice for performance related issues.
- D. **Remedies.** Upon termination for cause, the District may withhold or set off payment for defective or non-conforming Work pending cure, procure substitute services, and recover from Contractor the excess cost of such substitute services, in addition to any other remedy at law or in equity.

12. Oregon False Claims Act & Public Records

- A. **False Claims:** Contractor acknowledges that the Oregon False Claims Act (ORS 180.750 to 180.785) applies to Contractor's actions, claims, and performance under this Contract.
- B. **Public Records:** All records, proposals, and invoices submitted to District are subject to public disclosure under Oregon Public Records Law (ORS 192.311 to 192.478). Confidential information must be marked and segregated in accordance with RFP instructions.

13. Governing Law, Venue & Integration

This Contract is governed by and construed in accordance with the laws of the State of Oregon without regard to conflict of law principles. Any claim, suit, or litigation arising under this Contract shall be brought exclusively in the Circuit Court of **Washington County, Oregon**. This Contract constitutes the entire agreement between the parties.

14. Survival. Sections 7 (Independent Contractor), 9 (Indemnification), 10 (Insurance, as to completed-operations and claims arising during the term), 12 (False Claims / Public Records), the recordkeeping and audit obligations, and any provision that by its nature should survive, survive the expiration or termination of this Contract.

15. Assignment & Subcontracting. Contractor shall not assign, transfer, or subcontract this Contract or any right or obligation under it without the District's prior written consent. The District's consent to a subcontract does not relieve Contractor of any obligation. Contractor shall bind every subcontractor to the applicable terms of this Contract, including the licensing (Section 6), background-check (Section 6), IPM (Section 6.1), insurance (Section 10), and indemnification (Section 9) requirements.

16. Records; Audit; Retention. Contractor shall maintain complete records relating to the Work and this Contract and shall retain them for at least four (4) years (and any longer period required by law) after final payment. Upon reasonable notice, the District and its authorized representatives may inspect, audit, and copy such records.

17. Warranty. Contractor warrants that all Work will be performed in a good and workmanlike manner, in conformance with Exhibit A and generally accepted professional standards, and free from material defects in workmanship. Contractor shall correct non-conforming Work as provided in Section 3.D.

18. Student Safety; Confidentiality; Campus Conduct. Contractor and its personnel shall comply with all District policies applicable to persons on school grounds, including drug-, alcohol-, weapon-, and tobacco-free-campus policies. Contractor shall keep confidential any personally identifiable student information it may encounter and shall not access, use, or disclose such information; Contractor shall not photograph or record students. Contractor shall promptly report any suspected child abuse as required by ORS 419B.005 to 419B.050.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this Master Maintenance Services Agreement.

CONTRACTOR: [CONTRACTOR NAME]

Signature: _____ Date: _____

Printed Name: _____ Title: _____

FEIN / Federal Tax ID: _____

DISTRICT: SHERWOOD SCHOOL DISTRICT 88J

Signature: _____ Date: _____

Printed Name: **[Name]**

Title: **Chief Financial Officer / Procurement Officer**

LIST OF CONTRACT EXHIBITS

(Exhibits finalized and attached upon Contract Execution)

- **EXHIBIT A:** Statement of Work & Location List (Populated from RFP & Successful Proposal)
- **EXHIBIT B:** Pricing & Rate Schedule (Populated from Proposer's Attachment G Price Schedule)
- **EXHIBIT C:** Special Terms & Project Work Authorization (PWA) Procedures
- **EXHIBIT D:** Required Insurance Certificates & Additional Insured Endorsements
- **EXHIBIT E:** Signed Independent Contractor & Required Statutory Certifications (RFP Attachments A–E)

Exhibit A: Statement of Work & Location List:

This scope of work pertains to the requirements of maintaining grass and landscaped areas at various locations in the District. The overall responsibility of the Contractor is to coordinate, plan, manage, and perform activities described in this RFP to maintain an acceptable appearance in those areas included in the RFP.

The Contractor shall furnish all labor and materials necessary to perform the mowing and landscaping maintenance tasks in the RFP. The contractor shall complete all the tasks listed below and will comply with all the requirements and specifications.

It shall be the Contractor's responsibility to verify the areas, sizes and quantities of the surfaces and items to be maintained in this RFP. Failure of the Contractor to verify the listed amounts shall not relieve the Contractor of the responsibility to provide all services required to the standards included herein, for the prices submitted in Contractors proposal.

For bidding purposes a Landscape Maintenance Schedule is attached. Final negotiation of work will follow a successful RFP selection.

Task Landscape Maintenance Services													Total	T&M	Notes
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Visits	As-needed	
Mow		x	x	x	x	x	x	x	x	x	x		30		Weekly from April through September. As needed during the winter. Sports Fields 2x weekly.
Edge		x	x	x	x	x	x	x	x	x	x		12		
Fertilization				x		x		x		x		x	5		
Weed Control					x				x				2		
Blow walkways	x	x	x	x	x	x	x	x	x	x	x	x	40		
Aerate and seed			x						x				2		
Pre-emergent Application		x							x				2		
Herbicide Spray Perimeters			x		x		x		x				4		
Leaf Removal	x									x	x	x	6		
Prune Shrubs				x		x			x				3		
Barkdust					x								1		Proper depth and product
Tree Pruning														x	Up to 12'

Location List:

Archer Glen Elementary School
16155 SW Sunset Blvd
Sherwood, OR 97140

Acreage (including building) - 13.34

Hawks View Elementary School
21970 SW Sherwood Blvd
Sherwood, OR 97140

Acreage (including building) - 19.65

Middleton Elementary School
23505 SW Old Hwy 99
Sherwood, OR 97140

Acreage (including building) - 11.23

Ridges Elementary School
21472 SW Copper Terrace
Sherwood, OR 97140

Acreage (including building) - 29.85

Sherwood Middle School
16956 SW Meinecke Rd
Sherwood, OR 97140

Acreage (including building) - 47.47

Sherwood High School
18800 SW Haide Rd
Sherwood, OR 97140

Acreage (including building) - 73

Hopkins District Office
21920 SW Sherwood Blvd
Sherwood, OR 97140

Acreage (including building) - 11

Cipole Maintenance Facilities
20250 SW Cipole Road
Tualatin, OR 97062

Acreage (including building) - 3.5

Old District Office
23295 SW Main Street
Sherwood, OR 97140

Acreage (including building) - 1

Exhibit B: Pricing & Rate Schedule

EXHIBIT C: Special Terms & Project Work Authorization (PWA) Procedures

EXHIBIT D: Required Insurance Certificates & Additional Insured Endorsements

EXHIBIT E: Signed Independent Contractor & Required Statutory Certifications