

INTERMEDIATE SOLICITATION DOCUMENT (ISD)

FOR

TELECOMMUNICATION CABLING SERVICES

#16_01

EUGENE PUBLIC SCHOOLS
LANE COUNTY SCHOOL DISTRICT NO. 4J
EUGENE, OREGON

Date Issued: July 21, 2015

DUE DATE:	August 04, 2015
TIME:	2:00PM
CONTACT:	Kathi Hernandez
TELEPHONE:	541-790-7419
FAX:	541-790-7420
ELECTRONIC MAIL:	Hernandez@4j.lane.edu

MAILING ADDRESS:	Eugene School District No. 4J 715 West 4 th Avenue Eugene, Oregon 97402-5024
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FAXED OR ELECTRONIC QUOTATIONS WILL BE ACCEPTED

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ATTACHMENT A-Construction Contractors Agreement (SAMPLE OF CONTRACT) 7 Pages

Go to www.boli.state.or.us for current Prevailing Wage Rates for Public Works projects.

For more information or for clarification of any part of this ISD, including Technical Specifications, and the resulting evaluation ,the District point of contact is Kathi Hernandez, Eugene School District No. 4J Facilities Management, 715 West 4th Avenue, Eugene OR, 97402-5024, E-MAIL Hernandez@4j.lane.edu. ALL questions or comments regarding this ISD should be directed ONLY in writing, by no later than July 29, 2015 to the following E_MAIL address: Sardell_g@4j.lane.edu and cc: hernandez@4j.lane.edu. All questions will be reviewed and if necessary, at the sole discretion of the District, an Addendum or Addenda will be issued to address such questions by clarifying or amending the ISD.

Offer Deadline

Offers will be accepted until 2:00PM (PST) on Tuesday, August 04, 2015 at the Eugene School District 4J, Facilities Management Office, 715 West 4th Avenue, Eugene, Oregon 97402, either via mail or fax or electronically. All Offers are to be clearly identified **“Telecommunication Cabling Services”**. Delivery of the response is the sole responsibility of the offeror. The offeror accepts all risks of late delivery of facsimile or electronic offer or misdelivery by mail regardless of fault. All offers received after the date and time indicated will not be considered.

Pursuant to OAR 137-047-320, “facsimile offer” and OAR 137-047-0330, “electronic offer” can be used for this Solicitation Document. It means an Offer, modification of an Offer, or withdrawal of an Offer that is transmitted to and received by Eugene School District 4J via a facsimile machine or a designated E-Mail address. The entire response must arrive at the place and by the time specified in this Solicitation Document. Offerors must sign their facsimile and electronic Offers.

The District reserves the right to Award a Contract solely on the basis of an electronic or facsimile Offer. However, upon the District’s request the apparent successful Offeror shall promptly submit its complete original signed Offer.

The District facsimile machine receiving Offers is a Canon C5250. The fax number is 541.790.7420. The E_MAIL address is Hernandez@4j.lane.edu. The District is not responsible for any failure attributable to the transmission or receipt of the facsimile or electronic Offer including, but not limited to the following:

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

Multiple Offers

No more than one offer may be submitted by each proposing firm.

Right to Reject Offers

The District reserves the right to retain all offers submitted and to use any ideas in an offer regardless of whether that offer is selected. Submission of an offer indicates acceptance by the firm of the conditions contained in this Solicitation unless clearly and specifically noted in the offer submitted and confirmed in the contract between the District and the firm selected.

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

**PART 1
STATEMENT OF WORK**

1. PURPOSE OF INTERMEDIATE SOLICITATION DOCUMENT (ISD)

The Eugene School District 4J is seeking offers from qualified firms to provide Telecommunication cabling services on an hourly time and material basis, for the installation, labeling and testing of voice and data cable. The installation of telecommunication related components will include racks, raceways, cable trays and outlets throughout the District. It is the intent of this ISD to establish a service contract with one or more qualified firm(s) to provide service in a reliable and timely manner. Contracts will be based on “as needed basis” and does not commit the District to an annual dollar amount.

2. CONTRACT TERM

This contract shall commence as of contract execution and continue for one (1) year, where upon renewal, shall continue for each additional consecutive fiscal year until canceled or expiration of the contract term. This is a non-exclusive one-year annual contract (service provided routinely throughout the year), with a renewal provision (stated below) and escalation de-escalation clause (Page 7, #6). Service will be requested by Lane County School District 4J departments either by written request or oral (with follow-up confirmation of request) on an “as needed basis” against this contract.

If the District determines that it is in the District’s best interest, the District may elect to extend the contract for four (4) additional one (1) year renewal periods subject to the following conditions:

- a. Service has been determined by the District to be satisfactory.
- b. Price remains firm for the additional year; adjusted only for any escalation/de-escalation allowed under the terms of the contract (Page 7, #6).
- c. Both parties agree to extend the contract for another year.

3. SCOPE OF WORK

The intent of this solicitation is to select one or more qualified contractor(s) to perform the services of Voice and Data Cabling. These services could be maintenance repair, or enhancing an existing system, or under a construction/improvement contract as part of existing building renovation. The scope of work consists of furnishing all labor, equipment, and materials to provide the District with the following:

- Cable/video networks (includes installation of cabling and telecommunication equipment, inspecting, troubleshooting, testing, labeling and termination of devices and electronics);
- Telephone system infrastructure (includes installation of cabling and telecommunication equipment, inspecting, troubleshooting, testing, labeling and termination only);
- Data system infrastructure (includes installation of cabling and telecommunication equipment, inspecting, troubleshooting, testing, labeling and termination only);

- Wireless system infrastructure (includes installation of cabling and telecommunication equipment, inspecting , troubleshooting, testing, labeling and termination only);
- Overhead and Wall Mounted Projector installations (includes installation of cabling and telecommunication equipment, inspecting, troubleshooting, testing, labeling and termination only).

4. MATERIALS INFORMATION

Materials required for installation will be provided by the District, however the vendor may also be asked to provide materials for some projects. These materials will be purchased by the Vendor and billed to the District. These materials will be billed at cost, plus overhead and profit, expressed as a percentage of the total. The vendor will be asked to provide proof of purchase when submitting an invoice for payment.

5. SPECIFICATIONS OF MATERIALS AND WORK PERFORMANCE

The District has developed a series of documents that specify materials required on all work titled, “ADD, MOVE, AND CHANGE SPECIFICATIONS”, which are available upon request. Contractor shall use the materials specified in these documents. The District’s Technology Department will provide specifications and have final approval on telephone and data system designs. Work will be inspected by a District technology representative before approval for payment is made.

6. TECHNICAL TRAINING REQUIREMENTS

- Contractor must be certified by manufacturer as able to provide a 20 year (minimum) manufacturer’s warranty certificate.
- A minimum of three references demonstrating Contractor’s past installation experience in Certified Category, 5e, 6 and 6A systems in similar facilities with a minimum of 100 nodes shall be submitted.
- At least 50% of the technicians, to include all on-site Journeymen Electricians, must have successfully completed the manufacturer’s warranty certification class.
- All Journey men are to possess a current Oregon License.
- All Apprentices are to be actively enrolled in an Oregon State approved electrical apprenticeship program.
- All Equipment/Telecommunication Room and Telecommunications Outlet equipment shall be installed and tested on-site by a technician(s) who, by virtue of an acceptable training course or documented experience, is qualified to perform these procedures. Acceptable training may include successful completion of the manufacturer’s training course, documented on-the-job experience or successful completion of applicable technical courses in a recognized trade school.
- Verification of the above requirements must be submitted in writing with the Offer.

7. EXPERIENCE

The Offerors shall have a minimum of three (3) years experience satisfactorily installing voice and data cable. Offerors shall have experience in interfacing with live power systems and with other structure and finish systems.

For all work associated with this ISD, all installers are to have a minimum of BICSI ITS installer training or equivalent training from the connectivity manufacturer.

The following manufacturers are conditionally approved to provide the system warranties (subject to specific project requirements):

- 1) Copper Connectivity Manufacturers
 - CommScope-Systimax
 - Panduit-Mini-Com Cabling Systems
- 2) Fiber Connectivity Manufacturers
 - CommScope
 - Panduit
 - Corning
- 3) Cabling Manufacturers
 - CommScope-Systimax
 - General for Panduit Mini-Com Product Set

Qualifications

Offerors shall hold a Limited Energy Class A License or higher issued by the State of Oregon. The Offeror shall either be an authorized installer (AI) or a value added reseller (VAR) through CommScope-Systimax and/or Panduit Mini-Com Systems. Systimax and/or Panduit Certification must be in place prior to execution of contract.

Permits

All work for Eugene School District 4J facilities will require a low voltage permit. The Oregon Building Codes Division offers the Oregon Electrical Minor Label Program @ [http:// www.cbs.state.or.us](http://www.cbs.state.or.us). The Offeror shall be responsible for obtaining the permit/labels and shall provide a copy upon request. Permit fees will be billed to the District as separate line item on invoices submitted for payment. Copies of all electrical permit records shall be provided to the District.

General Information

The District shall award the contract to the Offeror(s) whose offer will be serve the District needs. The District reserves the right to decide what is in the District's best interest. The District reserves the right to postpone award of the Contract(s) for a period not to exceed sixty (60) days from the date of ISD opening.

PART 2
SUBMITTAL PROCEDURES

1. GENERAL

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

2. OFFER VALIDITY PERIOD

Each Offer shall be irrevocable for a period of sixty (60) days from the Offer opening date and each vendor so agrees in submitting an Offer.

3. OFFER SUBMITTAL

Offers are to be submitted in one copy on the forms provided, signed and returned to: Eugene School District 4J, Attention: Kathi Hernandez, 715 West 4th Avenue, Eugene, OR 97402. The name and address of the vendor, and **“Offer: Telecommunication Cabling Services”** must appear on the outside of the envelope. If Offer is faxed, a cover sheet is required providing the same information as if mailing.

Contractor shall complete Response Form “Telecommunication Cabling Services”, Page 13, Part 4.

Contractor shall certify to non-collusion practices on the Signature Page included as part of the Offer.

The signature page must be executed by the member, officer or employee of the contractor who makes the final decision on prices and the amount offered in the Offer.

Contractor shall certify to non-discrimination in employment practices on the Part 5 form, included as part of the Offer. By submitting an Offer, the contractor certifies conformance to the applicable federal acts, executive orders, and Oregon statutes and regulations concerning affirmative action toward equal employment opportunities. All information and reports required by the Federal or Oregon state governments having responsibility for the enforcement of such laws shall be supplied to the District in compliance with such acts, regulation and orders.

Vendor shall indicate, on the Offer, where provided, the contractor status as a “resident” or “non-resident” in accordance with ORS 279A.120.

4. ADDENDA

Addenda, if any, will be issued anytime up to three (3) calendar days prior to Offer due date. To ensure adequate receipt of addenda: verify that the District has the name, phone number, FAX number and E-MAIL address for a contact person for the firm.

5. SPECIAL TERMS AND CONDITIONS

BRAND NAME

If manufacturer's names and/or brand names are used in these specifications, they are for the purpose of identification and a basis for quality, and do not expressly or implicitly require or in any way limit what brands may be quoted. Unless the respondent states otherwise, it is understood that Offers are submitted on the exact specifications as described in this ISD. The School District's decision of alternate acceptability is final.

SILENCE OF SPECIFICATIONS

The apparent silence of the Specifications and/or any supplemental Specifications as to any detail, or the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only equipment and workmanship of first quality are to be used. The District intends that Offerors will furnish complete information for an intact and fully functioning voice and data service. If any omitted specification results in ambiguity as to material characteristics of the Equipment and Services, and inclusion is necessary to enable a reasonable person in the particular industry to properly identify such characteristics and respond with an Offer for an intact and fully functioning service, then an Offeror shall seek written request for change. Failure to make such a request is at the Contractor's risk, and Contractor shall be required to provide Equipment and Services meeting the District's needs with regard to any omitted specification for which change should reasonably have been sought.

RESERVATION OF RIGHTS WITHOUT PREJUDICE

The School District reserves the following rights (in the School District's sole discretion): to amend the ISD; to extend the deadline for submitting Offers; to decide whether an Offer does or does not substantially comply with the requirements of this ISD; to waive any minor irregularity, informality, or nonconformance with this ISD; to reject any Offer that fails to substantially comply with all prescribed ISD requirements and procedures; to cancel the ISD; and/or to award or not award any part or all parts of any Offer.

6. PRICE -ESCALATION-DE-ESCALATION

A Contractor may request labor price adjustment at each renewal period. Adjustments must be within Current Consumer Price Index (CPI) for Portland/Salem. Price adjustments are subject to District approval.

PART 3
CONTRACT GENERAL TERMS AND CONDITIONS

1. GENERAL REQUIREMENTS

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

2. ORDINANCES, PERMITS, LICENSES

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

3. WAIVER OF PROVISIONS

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

4. CANCELLATION

This contract may be terminated by either party upon not less than seven (7) calendar days written notice should the other party fail substantially to perform in accordance with the terms and/or conditions of this contract or any supplements thereof. This contract may also be terminated by the District in the event that the project is permanently abandoned.

5. CONTRACT BREACH

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

6. DAMAGES

The Offeror shall be liable for any damage to the District resulting from his refusal or failure to complete the work under this contract.

7. HOLD-HARMLESS AND INDEMNIFICATION

To the fullest extent of the law, the Offeror will defend, indemnify, hold harmless and reimburse the District, its officers, board members, agents, and employees, from all claims, demands, suits, actions, penalties, damage expenses or liability of any kind

including attorney's fees. To the extent that death or bodily injury to persons or damage to property arises out of the fault of the Offeror, the Offeror's indemnity obligation exists only to the extent it contributed to or caused such damage, whether or not such are contributed to or caused in any part by the District.

8. INSURANCE

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

Evidence of the above coverage issued by a company satisfactory to the District shall be provided to the District by way of a certificate of insurance before any work or services commence. Contractor must notify District at a minimum of 30 days prior to cancellation or material change in coverage of required policies. Failure to maintain the proper insurance shall be grounds for immediate termination of this contract.

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

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

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

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

9. COPYRIGHTS

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

10. LIENS, CLAIMS, OR ENCUMBRANCES

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

11. DELIVERY INFORMATION

Delivery shall be on any working day (Monday through Friday except holidays) between the hours of 8:00 a.m. and 3:00 p.m. All deliveries are FOB DESTINATION, unless otherwise stated. The Offeror agrees to bear all risks of loss, injury, or destruction of goods and materials ordered herein which occur prior to delivery and such loss, injury or, destruction shall not release the Offeror from any obligation under this contract. No charges will be allowed for handling which includes, but is not limited to, packaging, wrapping, bags, containers, or reels, etc., unless specifically stated hereon.

12. DEFECTIVE ITEMS

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

13. DELIVERABLES

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

14. TIME OF DELIVERY

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

15. WARRANTY

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

AUTHORITY; BINDING OBLIGATION.

Contractor represents and warrants that Contractor has the power and authority to enter into and perform the Contract; and the Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms.

WARRANTY ON SERVICE STANDARDS. Contractor represents and warrants that:

Contractor shall perform all Services in accordance with the highest applicable professional and/or industry standards using only materials and workmanship of first quality; (ii) Contractor shall at all times during the term of the Contract utilize only personnel to perform the Services who are qualified, competent, licensed and certified; (iii) at all times during this Contract, Contractor shall be qualified, competent and

current with any necessary licenses to perform the Services; and (iv) all subcontractors, if any are authorized and have been paid in full prior to Contractor's receipt of payment under the Contract.

16. CONTRACT PAYMENTS

All payments to the Offeror shall be remitted by mail. The District shall not honor drafts, nor accept goods on a site draft basis. Furthermore, the provisions or moneys due under this contract shall not be assignable. In the event that the District is entitled to a cash discount, the period of computation shall commence on the date of delivery, or receipt of correctly completed invoices, whichever is LATER. If an adjustment in payment is necessary due to damage, the cash discount period shall commence on the date final approval for payment is authorized. As a prerequisite, invoices must reflect agreed upon list price and extension. **All invoices shall be sent to Eugene School District No. 4J, Attention: Accounts Payable, 200 N. Monroe, Eugene OR, 97402-4295.**

17. WITHHOLDING PAYMENT

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

18. RIGHT TO AUDIT

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

19. PRICING

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

Prior to the end of a contract year, if a contract extension is available, the District will perform an annual review of the program to determine if the program has performed successfully. If the review results are successful, the District will offer a one year extension to the contract. Renewal periods are the only opportunity for price increases. Pricing for services should increase no more than the Portland Consumer Price Index annually. Any price increase over the Portland CPI shall be justified in writing with documents supporting the reason for the increase. Any price decreases experienced during the contract period shall be passed on to the District immediately.

20. DISTRICT PERSONNEL

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

21. CONTRACT ALTERATIONS

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

22. ORDER OF PRECEDENT

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

23. OTHER GOVERNMENT AGENCIES

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

24. NON-DISCRIMINATION CLAUSE

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

25. PROVISIONS BY REFERENCE

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

**279B.220 CONDITIONS OF PUBLIC CONTRACTS CONCERNING
PAYMENT OF LABORERS AND MATERIALMEN,
CONTRIBUTIONS TO INDUSTRIAL ACCIDENT FUND,
LIENS AND WITHHOLDING TAXES**

279B.235 CONDITIONS CONCERNING HOURS OF LABOR

**279B.230 CONDITIONS CONCERNING PAYMENT FOR MEDICAL
CARE AND PROVIDING WORKERS' COMPENSATION**

26. HAZARDOUS MATERIALS

Orders will not be accepted if they contain any hazardous materials and arrive without labeling meeting Oregon Administrative Rule 437-155-0020 (OSHA Hazard Labeling Rules). The shipment must also include Material Safety Data Sheets (MSDS) essentially similar to Form OSHA 20, as required by Rule 437-155-0025.

27. RECYCLABLE PRODUCTS

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

28. USE OF TOBACCO PRODUCTS

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

29. FINGERPRINTING

Individuals with whom the district contracts, or any employee of a district contractor who will have direct, unsupervised contact with students, shall be required to submit fingerprints and to undergo a state and nationwide fingerprinting and criminal history records check. The Lane County Sheriff Department provides fingerprinting service for the District at a cost of \$62 per individual. Individuals or contractors shall be responsible for the fees associated with fingerprinting and the criminal history records check, not to exceed the actual costs.

30. TAXES

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

31. DISPUTE RESOLUTION

31.1 Litigation. Any claim, action, suit, or proceeding (collectively, "Claim") between District and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Lane County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the District of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. CONTRACTOR BY EXECUTION OF THIS CONTRACT HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF THE COURTS REFERENCED IN THIS SECTION 29.1.

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

32. DEBARMENT CERTIFICATION.

The Contractor certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Contract by any Federal department or agency. If requested by the School District, the Contractor shall complete a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the Contractor for this Contract shall be incorporated into this Contract by reference.

**PART 4
RESPONSE FORM**

Proposal for: **TELECOMMUNICATION CABLING SERVICES**

Submitted to: Facilities Management Office
Eugene School District No. 4J
715 West Fourth Avenue
Eugene, Oregon 97402

Due Date: August 04, 2015
Time: 2:00PM

From: _____
(Company Name) (Date)

The undersigned proposes to furnish all material, equipment, and labor required for the complete services, and to perform all work in strict accordance with the Contract Documents for the Hourly Rate and Percent Markup on Materials indicated below.

1. Fee: Hourly Rate

A. Regular Rate: \$ _____

B. BOLI Rate: \$ _____ **(Required on Public Works Projects Only)**

2. Percent Markup on Materials: _____%

3. Contractor is a CommScope- Systimax Certified Installer _____ **YES** _____ **NO**

Attach Copy of Current Certification for CommScope- Systimax Systems to Response Form, to Part 4.

4. Contractor is a Panduit Certified Installer _____ **YES** _____ **NO**

Attach Copy of the Current Certification for Panduit Mini Com Systems to Response Form, to Part 4.

The undersigned agrees, if awarded the contract, to comply with the provisions of Oregon Revised Statutes 279C.800 through 279C.870 pertaining to the payment of prevailing rates of wage.

The undersigned agrees, if awarded the Contract, to execute and deliver to the Owner within ten (10) working days after receiving contract forms, a signed Agreement. By submitting this Offer, the Offeror certifies that the Offeror:

a) has available the appropriate financial, material, equipment, facility and personnel resources and expertise, or the ability to obtain the resources and expertise, necessary to meet all contractual responsibilities; b) has a satisfactory record of past performance; c) has a satisfactory record of integrity, and is not disqualified under ORS 279C.440; d) is qualified legally to contract with the Owner; and e) will promptly supply all necessary information in connection with any inquiry the Owner may make concerning the responsibility of the Offeror. Prior to award of a Contract, the Offeror shall submit

appropriate documentation to allow the Owner to determine whether or not the Offeror is “responsible” according to the above criteria.

Contractor warrants that Contractor has a Qualifying Employee Drug-Testing program and will require each subcontractor providing labor for the project to do the same.

**PART 5
CERTIFICATIONS
NON-DISCRIMINATION CLAUSE
TELECOMMUNICATION CABLING SERVICES**

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

Agreed by: _____
(signature)

Title: _____

Firm Name: _____

Address: _____

RESIDENT CERTIFICATE

Please Check One:

_____ Resident Respondent: Respondent has paid unemployment taxes or income taxes in this state during the last twelve calendar months immediately preceding the submission of this Offer, has a business address in this state and has stated in this proposal whether the bidder is a “resident bidder” under ORS279A120(1)(b).

Or

_____ Non Resident Respondent: Respondent does not qualify under requirements stated above. Please specify your state of residence:

Officer’s Signature: _____

Type or Print Officer’s Name: _____

**PART 6
SIGNATURE PAGE
TELECOMMUNICATIONS CABLING SERVICES**

Due: August 04, 2015, 2:00 PM

EUGENE PUBLIC SCHOOLS DISTRICT NO. 4J, LANE COUNTY

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

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

The undersigned, by submitting a quotation, represents that:

- A. The Respondent has read and understands the specifications and any drawings or attachments and the Offer is made in accordance herewith.
- B. The Offer is based upon the materials, equipment, and systems required by the specifications unless otherwise noted. Failure to comply with the specifications or any terms of this Intermediate Solicitation Document may disqualify the respondent as being non-responsive.

The undersigned certifies that the Offer has been arrived at by the respondent independently and has been submitted without any collusion designed to limit independent responses or competition.

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

Addenda: No. _____ to No. _____ inclusive.

We therefore offer and make this quotation on furnishing the following equipment and/or services at the prices indicated hereon in fulfillment of the specifications of Lane County School District 4J.

Name of Firm:

Address: _____
(Street) (City) (State) (Zip)

Telephone Number: _____ FAX Number: _____

E-Mail Address: _____ Federal Tax ID: _____

By: _____ Date _____

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

Typed: _____

NAME

TITLE

