

REQUEST FOR PROPOSALS (“RFP”)

for

PHOTOVOLTAIC ARRAY INSTALLATION PROJECT AT BUENA VISTA ELEMENTARY SCHOOL

RFP # 17-457

LANE COUNTY SCHOOL DISTRICT NO. 4J
EUGENE, OREGON

Proposal Due Date:

**June 8, 2017
2:00 pm**

Contact:

Kathi Hernandez, Management Assistant
Lane County School District 4J
Facilities Management
715 West 4th Avenue
Eugene, Oregon 97402
(541) 790-7419
(541) 790-7420 (FAX)

Hernandez@4j.lane.edu

**LATE PROPOSALS NOT ACCEPTED
ELECTRONIC PROPOSALS ARE ACCEPTED**

**CALL FOR SEALED PROPOSALS
ADVERTISEMENT**

NOTICE IS HEREBY GIVEN that sealed proposals will be received by Kathi Hernandez, Facilities Management Assistant, for the Photovoltaic Array Installation Project on Thursday, June 8, 2017. The deadline for proposal submission is 2:00 local time. Proposals are to be submitted at the Lane County School District 4J Facilities Management Office, 715 West 4th Avenue, Eugene, Oregon 97402. Late proposals will not be considered.

Briefly, the work is described as providing design, installation and commissioning of a fully functioning photovoltaic array system and on-line dashboard at Buena Vista Elementary School, with appropriate connections to EWEB's power system.

Beginning May 22, 2017 proposers may obtain the Request for Proposal documents at the following hyperlink: <http://www.4j.lane.edu/bids/>, or on the Oregon Procurement Information Network (ORPIN) at <http://orpin.oregon.gov/open.dll/welcome>. Hard copies are not provided by the School District. It is the responsibility of all proposers, sub-bidders and suppliers to obtain the RFP documents and all addenda from the hyperlink.

Proposers are required to certify nondiscrimination in employment practices, and identify resident status as defined in ORS 279A.120.

Pre-qualification of Proposers is not required. All Proposers are required to comply with the provisions of Oregon Revised Statutes and the District's Board Policy. Attention is directed to ORS 244, Government Ethics; ORS 279A and 279B, Public Contracts and Purchasing and State of Oregon Department of Justice Attorney General's Model Public Contract Rules Manual.

No proposal will be considered unless the Proposer is registered with the Construction Contractors Board at the time the Proposal is submitted, as required by OAR 137-049-0230.

A license to work with asbestos containing materials under ORS 468A.720 is not required for this project.

Lane County School District No. 4J ("District") reserves the right to:

- 1) to reject any or all proposals not in compliance with public proposal procedures.
- 2) to postpone award of the contract for a period not to exceed ninety (90) days from date of proposal opening.
- (3) to waive informalities in the proposal.
- (4) to select the proposal which appears to be in the best interest of the District.
- (5) to cancel the procurement.

PUBLISHED: Oregon Procurement Information Network (ORPIN)

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For more information or for clarification of ANY part of this RFP, the sole point of contact for the District is Kathi Hernandez via the contact information listed on the title page. Questions or comments must be in writing and must be submitted by NO LATER THAN May 30, 2017 (“Question/Comment/Protest Deadline”) in order to be considered.

PROPOSED TIMETABLE

EVENT	DEADLINE/DATE
Issue Request for Proposals	May 22, 2017
Proposer's written questions and requests received by District	May 30, 2017
Final RFP Amendment if appropriate	June 5, 2017
Proposal must be received by	June 8, 2017
Intent to Award released	June 21, 2017
Contracts signed by	June 30, 2017
Work completed by	August 15, 2017

Proposed timetable is subject to revision at the sole discretion of the District.

Proposal Deadline

One original of the sealed proposal or electronic proposal shall be accepted until 2:00 pm, June 8, 2017, submitted to Kathi Hernandez, Management Specialist; Lane County School District 4J; 715 West 4th Avenue; Eugene, Oregon 97402, email: hernandez@4j.lane.edu. Proposals shall be labeled on the outside of mailed envelopes with "RFP 17-457 Photovoltaic Array Installation Project". The address line for an electronic copy shall contain: "Submission-RFP 17-457 Photovoltaic Array Installation Project".

Delivery is the sole responsibility of the Proposer. The Proposer accepts all risks of late delivery of proposals or of mis-delivery regardless of fault. All proposals received after the deadline indicated above will be returned unopened.

Restrictions on District Contact

From the issue date of this RFP until a Proposer is selected, all contact with Lane County School District No. 4J employees concerning the RFP must be cleared through the following District contact(s): Kathi Hernandez, Management Specialist, at the contact information listed on the cover of this RFP. Failure to do so may result in the Proposer being disqualified from the selection process for being 'nonresponsive.'

Right to Retain Proposals

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

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

**PART I.
STATEMENT OF WORK**

1. PURPOSE OF RFP.

Lane County School District No. 4J (the "District") is publishing this request for proposals ("RFP") to establish a contract to provide and install a photovoltaic array on the roof of Buena Vista Elementary School.

2. SCOPE OF RFP.

The District has been awarded a Eugene Water and Electric Board (EWEB) Greenpower Grant, to be installed at Buena Vista ES. The value of the grant is \$50,000. The total cost proposed for the project must remain under the \$50,000 budget available.

The selected proposer will install a photovoltaic array on the roof at the school; provide conduit and wiring back to the electrical distribution room, install an inverter, make all necessary connections for a 'turnkey' installation and provide an on-line dashboard.

PROPOSERS ARE ADVISED:

According to a structural engineer's recent evaluation of the roof structure at the location of the proposed array, the structure is capable of supporting an additional 2 psf. Design accordingly.

All labor is to be based on BOLI Prevailing Wage Rates. The Prevailing Wage Rates dated January 1, 2017, including any subsequent corrections or amendments issued by the Oregon Bureau of Labor and Industries, are included as a portion of the Contract Documents by reference. Copies are available for review at the office of Facilities Management, School District 4J, and can be viewed on line at www.boli.state.or.us. Click on Prevailing Wages, then PWR Rate Publications, and then Prevailing Wage Rates for Public Works Contracts in Oregon (subject only to state law.)

The proposer is to provide a scope of work, within the \$50,000 budget for the project, to include all labor, materials and fees to:

- Apply for and secure permits from agencies having jurisdiction.
- Install the PV array on the SW portion of the building's roof.
- Install all conduits, wiring, combination box and connections from the array back to an inverter (provided by proposer) in the electrical room of the school to provide a 'turnkey' installation.
- Install any necessary connections to integrate the new system into the EWEB system.
- Patch any roof penetrations.
- Install a monitoring station near the school office. (See attach floor plan for location.)
- Any other elements not specifically stated to make a complete installation.

Each proposal shall include a description of what is proposed for the installation. Provide detailed information for all items of work such as:

The brand, model, efficiency and output of the solar panels; the brand and model of the rack system (or details for how they will be constructed); brand and model of the inverter; how the conduit will be routed from the panels to the inverter and electrical room, etc.

PART II.
PROPOSAL SUBMITTAL TERMS, CONDITIONS AND PROCEDURES

1. GENERAL

- A. The term "Vendor" or "Proposer" shall refer to the firm or individual submitting a proposal.
- B. All proposals must be submitted utilizing the pages provided herein for that purpose.
- C. Proposer may submit a proposal on any or all items as given in the specifications and/or any single item.
- D. Proposals shall have arrived (by mail or hand delivery) within the time specified herein. FAX (facsimile) proposals are unacceptable. Delivery is the sole responsibility of the Proposer.
- E. By submitting a proposal, the Proposer certifies that the proposal has been arrived at independently and has been submitted without any collusion designed to limit competition.
- F. Prices entered in the pricing section shall represent the Proposer's net price per unit after all trade and cash discounts have been considered.
- G. The proposal submitted shall be signed in ink by a representative of the company authorized to bind the firm. Alterations or erasures shall be initialed in ink by the firm representative signing the document. Failure of the appropriate party to sign the proposal may result in no consideration being given to the proposal.
- H. The District is not liable for any cost incurred by a Proposer prior to issue of a contract.

2. PROPOSAL SUBMITTAL

One original of the sealed proposal or electronic proposal shall be accepted until 2:00 pm, June 8, 2017, submitted to Kathi Hernandez, Management Specialist; Lane County School District 4J; 715 West 4th Avenue; Eugene, Oregon 97402, email: hernandez@4j.lane.edu. Proposals shall be labeled on the outside of mailed envelopes with "RFP 17-457 Photovoltaic Array Installation Project". The address line for an electronic copy shall contain: "Submission-RFP 17-457 Photovoltaic Array Installation Project".

3. PROPOSAL FORMAT AND REQUIRED CONTENT

Responses should be clear and concise. To provide consistency in the review of the responses, firms are requested to prepare their responses in the format specified below.

Title Page/Cover Letter

Proposer should identify the Request for Proposals, name of firm, address, telephone number, fax number, e-mail address, name and title of contact person, and date of submission.

Required Forms

The following completed forms should follow Title Page: Part VI Proposal Certifications page, Part VII Signature Page.

Response to Scope of RFP

In proposal responses, Proposer should supply the District information needed to adequately address items outlined in the RFP including items listed in Part I Statement of Work. Include Part V Proposal Response Form in this section.

Additional Information

Provide any other information that you feel would assist the evaluation team in determining your firm's responsiveness to the RFP.

4. INQUIRIES

Questions or comments regarding this Request for Proposal or related technical issues should be directed in writing to "Facilities Management Department: RFP 17-457 "Photovoltaic Array Installation", at the address, fax or e-mail listed on this RFP cover page.

5. OPPORTUNITY TO COMMENT

Firms interested in formally commenting on this RFP, or addressing any area(s) in which they believe competition is unduly inhibited, may submit a signed written statement using the contact information listed on this RFP cover page. Comments must be received by 5:00 p.m. May 30, 2017.

The protest of these specifications may be done in accordance with Model Public Contracting Rules, Section 137-047-0730. The potential proposer has seven (7) calendar days prior to the proposal opening date to submit its protest, unless otherwise stated in this RFP. No protest against award because of the content of specifications or contract terms shall be considered after this deadline.

6. ADDENDA

Addenda, if any, will be issued anytime up until three (3) calendar days prior to the proposal due date unless otherwise stated in this RFP. To ensure adequate receipt of addenda, verify that the District has the name, phone number, e-mail address and FAX number of a contact person for the firm.

7. FACSIMILE TRANSMISSION OF BIDS AND PROPOSALS Pursuant to OAR 137-047-0320(2)(f)

The District is not responsible for any failure attributable to the transmission or receipt of any facsimile 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 machines.
- Delay in transmission or receipt of document.
- Failure of the Offeror to properly identify the quote or bid documents.
- Illegibility of the quote or bid documents.
- Security and confidentiality of data.

This applies to any communication or correspondence concerning this solicitation, **except proposal submittals.**

8. ALTERNATE PROPOSAL

Where the product or service is not as specified, the proposal must clearly be marked "**alternate proposal**", a sample supplied where appropriate, and/or a clear specification of the substitute must be provided, in order for it to be considered a competitive proposal. The District Board or its representative's decision of the acceptability of alternates is final.

9. PROVISIONS

By submittal of this proposal, the vendor agrees to comply with the provisions of the Oregon Attorney General's Model Public Contract Rules Manual as adopted by the District Board policy. Attention is directed to the latest version of the following provisions. Full copies of any provision may be obtained from the District for the minimal cost of reproduction or from the Department of Justice, Salem Oregon.

**OREGON REVISED STATUTES
ORS 244
ORS 279A, 279B**

**GOVERNMENT ETHICS
PUBLIC CONTRACTS AND PURCHASING**

**OREGON ADMINISTRATIVE RULES
CHAPTER 137
Divisions 046, 047**

PUBLIC PROCUREMENT RULES

10. EQUAL EMPLOYMENT COMPLIANCE REQUIREMENT In accordance with ORS 279A.100-279A.110.

By submitting this proposal, the vendor 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.

11. PUBLICITY

Proposer agrees that it will not disclose the form, content or existence of any Contract or any Deliverable in any advertising, press releases or other materials distributed to prospective customers, or otherwise attempt to obtain publicity from its association with District, whether or not such disclosure, publicity or association implies an endorsement by District of Proposer's services, without the prior written consent of District.

12. FOREIGN CONTRACTORS

The attention of all Contractors who are not domiciled in or registered to do business in the state of Oregon is called to Oregon Revised Statute 279A.120(2)(a)(b)(3).

(1) "In all public contracts, the public contracting agency shall prefer goods or services that have been manufactured or produced in this state if price, fitness, availability and quality are otherwise equal."

(2) "When a public contract is awarded to a foreign contractor and the contract price exceeds \$10,000, the contractor shall promptly report to the Department of Revenue on forms to be provided by the Department of Revenue the total price, terms of payment, length of contract, and such other information as the Department of Revenue may require before final payment can be received on the public contract. The public contracting agency shall satisfy itself that the requirement of this subsection has been complied with before it issues a final payment on a public contract. For purposes of this subsection, a foreign vendor is one who is not domiciled in or registered to do business in the State of Oregon."

13. 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. District intends that Proposer will furnish complete information for an intact and fully functioning System or Product. If any omitted specification results in ambiguity as to material characteristics of the System or Product, and inclusion is necessary to enable a reasonable person in the particular industry to properly identify such characteristics and respond with a proposal for an intact and fully functioning system or product, then Proposer shall submit a request for clarification, according to the guidelines for submitting questions as set forth in this RFP. Failure to submit such a request for clarification is at the Proposer's risk. Proposer shall be required to provide a System or Product meeting District's needs with regard to any

omitted specification for which a request for clarification should reasonably have been sought by Proposer.

14. PRICE

Prices quoted are for all materials labor and other expenses for providing a 'turnkey' system under the contract.

15. PUBLIC RECORDS

This RFP and one copy of each proposal received in response to it, together with copies of all documents pertaining to the award of a contract, shall be kept by the District and made part of a file or record which shall be open to public inspection. If a proposal contains any information that is considered a trade secret under ORS 192.501(2), each sheet of such information shall be marked with the following caption:

"This data constitutes a trade secret under ORS 192.501(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192."

Notwithstanding the foregoing, in accordance with ORS 279B.060(5)(a) the District may elect to not make proposals open to public inspection until after the notice of intent to award a contract is issued.

Failure of the Organization's responsible officer to properly sign the proposal may result in no consideration being given to the proposal. Any responses that do not include a completed Proposal Certifications Page and Signature Page may be rejected.

Late Proposals will not be accepted.

**PART III.
PROPOSAL EVALUATION PROCEDURES**

1. PROPOSAL REJECTION

The District reserves the right:

- A. to reject any or all proposals not in compliance with all public procedures and requirements.
- B. to reject any proposal(s) not meeting the specifications set forth herein.
- C. to waive any or all irregularities in proposals submitted.
- D. to consider the competency of Proposers in making any award.
- E. to follow the provisions of Section 137-046-0300 of the Oregon Attorney General’s Model Public Contract Manual, in the event two or more proposals are for the same amount for the same work.
- F. to reject all proposals.
- G. to award any or all parts of any proposal.
- H. to request references and other data to determine responsiveness.
- I. to award any or all parts of a solicitation.
- J. to request interviews of highest or all Proposers.
- K. to conduct discussions and negotiations, and request Best and Final offers per the provisions of OAR 137-047-0262 of the Oregon Attorney General’s Model Public Contract Manual.

2. SELECTION AND EVALUATION PROCESS

Proposals will be evaluated by a committee from the Facilities Management Department. Providers selected for final evaluation may be requested to make an oral presentation of their proposal. Such presentations provide an opportunity for the provider to clarify the proposal and to ensure mutual understanding.

3. EVALUATION FACTORS

The committee will evaluate each responsive proposal received. They will assign points based on the following factors:

<u>Factor</u>	<u>Item Rated</u>	<u>Weight (Points)</u>
A)	Cost of Equipment and Installation	25
B)	Describe Equipment Proposed	10
C)	Describe Installation Details	10
D)	Insurance	10
E)	Warranty for Solar Panels	10
F)	Warranty for Downstream Equipment	10
G)	Describe the Information Dashboard	10
H)	References	15
TOTAL		100

A) Cost of Equipment and Installation (25 Points)

Provide the total cost of the materials and installation, including the solar array and all necessary materials and labor to produce a turnkey installation. The price is to include the information dashboard.

BE ADVISED: A structural engineer has reviewed the capacity of the structure at the proposed location, at the SW corner of the building. The building’s roof is capable of supporting only another 2 pounds per square foot. Please address the solution to this issue in your proposal.

B) Describe Equipment Proposed (10 Points)

Describe the solar panels, racks, combiner box and inverter. Provide the brand names and model numbers for these materials. Describe the efficiency of the solar panels proposed, and the output, in KW. Describe where the inverter will be located. Describe where the combiner box will be located.

C) Describe Installation Details (10 Points)

Provide details for how the panels will be installed on the racks. Provide a detail drawing of how the racks will be secured to the roof. Provide a detail drawing of how any roof penetrations will be patched back. Provide a schedule for completing all of the work, if given a notice to proceed on July 1, 2017.

D) Insurance Coverage (10 Points)

Insurance requirements are detailed in PART 4, CONTRACT TERMS AND CONDITIONS, Section 8, within this RFP. If you cannot, or will not, provide the prescribed coverages, provide certificates of insurance for the coverage you can, or will, provide.

E) Warranty for Solar Panels (10 Points)

Provide brand name and model number of the solar panels being proposed. Provide a copy of the warranty that will be provided.

F) Warranty for Downstream Equipment (10 Points)

Provide brand name and model number of the downstream equipment being proposed. Provide a copy of the warranties that will be provided for each item.

G) References (15 Points)

Provide references from similar projects that your firm has installed in the past two years. (Preferred references would be from other public agencies of similar size.) Provide name of person giving reference, how they were connected to the project, current telephone numbers and e-mail addresses for each person.

4. PROPOSAL VALIDITY PERIOD

Each proposal shall be irrevocable for a period of ninety (90) days from the Proposal Opening Date.

5. COMPETENCY OF VENDOR

To enable the District to evaluate the competency and financial stability of a vendor, the qualifying and accepted vendor(s) shall, upon request, furnish such information as reasonably necessary.

6. PROTEST OF AWARD

In accordance with Oregon Model Contract Rules Manual Section 137-047-0740 any adversely affected Proposer has 72 hours from the day of the written notice of intent to award to file a written protest.

7. RESERVATION IN EVALUATION

The District selection committee reserves the right to either: a) request "Best and Final Offers" from the two highest scoring vendors and award to the lowest priced or, b) to re-assess the proposals and award to the vendor determined to best meet the overall needs of the District.

If the District receives offers identical in price, fitness, availability and quality, and chooses to award a contract, the District shall award the contract in accordance with Oregon Model Contract Rules Manual Section 137-046-0300.

**PART IV.
CONTRACT TERMS AND CONDITIONS AND FORM OF CONTRACT**

ATTACHMENT A

**CONSTRUCTION CONTRACTOR AGREEMENT TERMS & CONDITIONS
with PREVAILING WAGES**

3/02/2015

This Construction Contractor Agreement between the DISTRICT and the CONTRACTOR includes the following terms, conditions, and provisions:

1. DECLARATION OF INDEPENDENT CONTRACTOR: CONTRACTOR declares that CONTRACTOR has complied with all federal, state, and local laws regarding business permits, registrations, certificates, and licenses that may be required to carry out the work to be performed under this agreement. The CONTRACTOR represents that the CONTRACTOR qualifies as an independent CONTRACTOR as evidenced by agreement to the conditions of this contract. The CONTRACTOR represents that all the information in the agreement is true and the DISTRICT may contact individuals and corporations to verify this information. The DISTRICT relies upon the representation of the CONTRACTOR. In the event the CONTRACTOR is determined not to be an independent CONTRACTOR for the purpose of providing these services to the DISTRICT, then the CONTRACTOR will reimburse the DISTRICT's full costs and damages associated with or in any way related to this determination.

2. CONTRACTORS' REGISTRATION: The CONTRACTOR and each Subcontractor shall be registered, prior to the commencement of the Work, and maintain, for the duration of the Project, a registration with the Oregon State Construction CONTRACTORS' Board.

3. RESPONSIBILITY TEST: CONTRACTOR certifies that the contractor: 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, is not disqualified under ORS 279C.440; and d) is qualified legally to contract with the DISTRICT.

4. PERMITS, FEES AND NOTICES: The PROPOSER will pay the plan check fee, building permit fee, and systems development charges (if any) directly to the authority having jurisdiction. The PROPOSER shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities bearing on performance of the work of this contract. The PROPOSER shall secure and pay for all permits, fees and inspections necessary for the proper execution and completion of the Contract, which are legally required when bids are received or negotiations concluded. The PROPOSER shall pick up permits and call for inspections through final inspection, as required by the City Building Department.

5. USE OF SITE: Check in daily with the school or facility office personnel and the building custodian to coordinate construction activities with the ongoing activities at the building.

6. SMOKING, DRUG AND ALCOHOL POLICIES: Smoking and the other use of tobacco products is prohibited on all school district property pursuant to OAR 581-021-0110. District Policy prohibits the possession, use or distribution of illicit drugs and alcohol on school premises. Anyone under the treatment of a physician who must bring prescription medications to the workplace shall carry the medicines in the original container bearing the name of the drug, the name of the physician and the prescribed dosage. The CONTRACTOR is required to demonstrate that an employee drug testing program is in place.

7. FINGERPRINTING

Individuals with whom the District contracts with, or any employee, agent or subcontractor of Provider 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, in accordance with the provisions of ORS 326.603 and ORS 326.607. The Lane County Sheriff's Office and the Oregon Department of Education provide fingerprinting services for the District. Individuals or Selected Proposer, and not the District, shall be responsible for the fees associated with fingerprinting and the criminal history records check, not to exceed the actual costs.

8. POTENTIALLY HAZARDOUS PRODUCTS: The District attempts to maintain a safe and healthy environment for students and staff. The Contractor is therefore required to follow District guidelines controlling the use of potentially hazardous products and to use these products in a safe manner.

SDS information is required for all potentially hazardous products. The Project Manager and a District Safety Specialist will review these and determine what, if any, mitigation procedures will be required. Contractor is to maintain and post copies of all SDS information at the project site and adhere to the required controls.

Contractor is to ensure that work area access by students and teachers is restricted. The District will provide signage appropriate for this purpose. The contractor is to construct and maintain appropriate barriers.

9. ASBESTOS CONTAINING MATERIALS: Prior to commencing work on-site, the CONTRACTOR shall contact the District Asbestos Specialist, to review the Asbestos Management Plan for the site where the work will be performed. The CONTRACTOR shall not, in any way, disturb materials which are known to contain asbestos, assumed to contain asbestos, or otherwise have not been tested and confirmed to be asbestos free. The DISTRICT will investigate and test for asbestos containing materials and, if required, remove such materials as required for the Work. CONTRACTOR is required to sign an Asbestos Containing Materials Notification Statement as supplied by DISTRICT prior to commencing Work. The CONTRACTOR shall use no asbestos-containing materials in the Work and shall so certify.

10. SAFETY REQUIREMENTS: Safety must not be sacrificed for the sake of productivity or expedience. Safety of students, staff, and the public is critical. All CONTRACTORS who perform work on District property, and their employees, are expected to know the DISTRICT's expectations for safe work and to adhere to those expectations. CONTRACTOR shall adhere to the regulations of Oregon OSHA for all projects within the School District.

11. ELECTRICAL REQUIREMENTS:

LOCKOUT/TAGOUT: Contractor shall implement a Lockout/Tagout program for employees who take equipment out of service or place equipment back into service after repair. Contractor shall review the District's Energy Control Program prior to commencing work. Rules applying to this procedure are Oregon Occupational Safety and Health Code OAR 437-002-0140, General Environmental Controls Lockout/Tagout (1919.147), or latest version.

ARC FLASH – ELECTRICAL SAFETY: Contractor shall comply with NFPA 70E (Electrical Safety in the Workplace), current edition. Contractor shall comply with Oregon OSHA 1910.137 (Personal Protective Equipment). The Contractor shall review with the School District Project Manager the 'Eugene School District Electrical Safety Program' before any work commences. The Contractor shall comply with all 'Arc Flash' and 'Electrical Safety' protocols referenced in any and all NFPA, OSHA, OROSHA, NEC, NESC, UL, IBC, IFC and ANSI documents (current editions).

12. CONFINED SPACE REQUIREMENTS: If work requires entering underground fuel storage tanks, utility tunnels, sewer vaults (where septic systems are located) or fireboxes on boilers, a permit and special training is required, when necessary under OAR 437-002-0140.

13. HOLD HARMLESS AND INDEMNIFICATION: To the fullest extent of the law, the Contractor will defend, indemnify, hold harmless and reimburse the Eugene School District 4J (including its officers, board members, agents, and employees) from all claims, demands, suits, actions, penalties, and damage expenses, for 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 Contractor, the Contractor's indemnity obligation exists only to the extent that the death or bodily injury to persons or damage to property arises out of the fault of the Contractor, or the fault of the Contractor's agents, representatives or subcontractors, contributed to or caused such damage, whether or not such incidents are contributed to or caused in any part by Eugene School District 4J.

14. INSURANCE: The Contractor shall maintain in force for the duration of this agreement, the following:

General Insurance: The Contractor shall maintain in force for the duration of this agreement a Umbrella Insurance Policy with the limits not less than \$5,000,000, a Commercial General Liability, Automobile Liability (owned, non-owned and hired) Insurance policy(s) written on an occurrence basis with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregated naming the District, its employees, officials and agents as an additional insured as respects 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.

Workers' Compensation: The CONTRACTOR shall provide and maintain workers' compensation coverage for its employees, officers, agents, or partners as required by applicable workers' compensation laws.

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

Course of Construction: The CONTRACTOR shall maintain an all-risk policy covering the replacement cost of the

Work during the course of construction. The policy shall include the interests of the DISTRICT and the Architect. The amount of insurance shall equal the completed value of the contract.

Property Insurance: The CONTRACTOR shall purchase from and maintain in a company or companies authorized to do business in the jurisdiction in which the Project is located, property insurance on an "all risk" policy form, including builder's risk/installation floater, whichever is appropriate, in the amount of the initial Contract Sum, plus the value of subsequent modifications and the cost of materials supplied by others, comprising the total value of the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in The Contract Documents or until no person or entity other than the DISTRICT has an insurable interest in the property required by this paragraph to be covered, whichever is later. The insurance shall include interests of the DISTRICT, Architect and CONTRACTOR, Subcontractors, and sub-subcontractors in the Project.

Evidence of Coverage: Evidence of the above coverages issued by a company satisfactory to the District shall be provided to the District by way of a certificate of insurance before any work or services commence. A 30-day notice of cancellation or material change in coverage clause shall be included. It is the Contractor's obligation to provide the 30 days notice if not done so by the Contractor's insurance company(s). Failure to maintain the proper insurance shall be grounds for immediate termination of this Agreement.

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

15. PERFORMANCE BOND AND PAYMENT BOND: ~~The Contractor shall furnish a Performance bond and a Labor and Materials Payment bond covering faithful performance of the Contract and payment of obligations arising there under. Bonds are to be obtained through a company that is on the US Government Treasury list for approved sureties and/or approved by School District 4J's Risk Manager. The cost of the Bond shall be included in the Contract Sum. The amount of each bond shall be equal to 100 percent of the Contract Sum. Submit on AIA Document A312, latest edition.~~

~~The Contractor shall deliver the required bonds to the DISTRICT with the executed Agreement. The Contractor shall require the Attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of their power of attorney.~~

16. OWNERSHIP OF WORK PRODUCT: All work products of the CONTRACTOR, which result from this contract, shall be the exclusive property of the DISTRICT and shall be delivered to the DISTRICT upon completion of the work or termination of this contract, except as otherwise agreed in writing.

17. EQUIPMENT, TOOLS, MATERIALS, OR SUPPLIES: CONTRACTOR shall supply, at CONTRACTOR's sole expense, all equipment, tools, materials and/or supplies to accomplish the services agreed upon. The CONTRACTOR shall be responsible for any loss, damage, or destruction of its own property, equipment, and materials used in conjunction with the work.

18. REIMBURSEMENT OF EXPENSES: The DISTRICT shall not be liable to CONTRACTOR for any expenses paid or incurred by the CONTRACTOR unless previously agreed to in writing.

19. FRINGE BENEFITS: Because CONTRACTOR is engaged in CONTRACTOR's own independently established business, CONTRACTOR is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plan, of the DISTRICT.

20. HOURS OF LABOR: No person shall be employed for more than ten hours in any one day, or 40 hours in any one week, except in the cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases the person so employed shall be paid at least time and a half of the regular pay for all time worked.

- a. For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or
- b. For all overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
- c. For all work performed on Saturday and on any legal holiday specified in ORS 279C.540.

The Contractor shall give notice to employees who work on a public contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees of the number of hours per day and days per week the employees may be required to work.

21. PAYMENT OF LABORERS AND MATERIALMEN, CONTRIBUTIONS TO INDUSTRIAL ACCIDENT FUND,

LIENS AND WITHHOLDING TAXES: The Contractor shall: (1) Make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the Work provided for in such contract. (2) Pay all contributions or amounts due the Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the contract. (3) Not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. (4) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

22. PAYMENT FOR MEDICAL CARE AND PROVIDING WORKERS' COMPENSATION: The CONTRACTOR shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such CONTRACTOR, of all sums which the CONTRACTOR agrees to pay for such services and all moneys and sums which the CONTRACTOR collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service. All employers working under this contract are subject employers and must comply with ORS 656.017.

23. PAYMENT OF CLAIMS BY PUBLIC OFFICERS: If the CONTRACTOR fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the CONTRACTOR or a Subcontractor by any person in connection with the public contract as such claim becomes due, the proper officer or officers representing the DISTRICT may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the CONTRACTOR by reason of such contract. The payment of a claim in this manner shall not relieve the CONTRACTOR or the CONTRACTOR's surety from obligation with respect to any unpaid claims.

24. FEDERAL, STATE, AND LOCAL PAYROLL TAXES: Neither federal, nor state, nor local income tax nor payroll tax of any kind shall be collected, withheld or paid by the DISTRICT on behalf of the CONTRACTOR or of employees of the CONTRACTOR. CONTRACTOR shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes.

25. PREVAILING WAGE RATES: Each worker in each trade or occupation employed in the performance of this Contract either by the contractor, subcontractor or other person doing or contracting to do contracting for the whole or any part of the Work on the Contract shall be paid not less than the applicable prevailing rate of wage.

a. The existing Oregon prevailing rate of wage in effect at the time the specifications are first advertised for bid solicitations is the applicable rate. The Prevailing Rate Rates from the January 2017 manual (and any updates) apply to this project. Visit the BOLI website at www.boli.state.or.us .

b. The DISTRICT will pay the public works fee to Oregon Bureau of Labor and Industries.

c. Certification of rate or wage by Contractor or Subcontractor (ORS 279C.845):

.1 The contractor or the contractor's surety and every subcontractor or the subcontractor's surety shall file certified statements with the public agency in writing, on a form prescribed by the Commissioner of the Bureau of Labor and Industries, certifying the hourly rate of wage paid each worker whom the contractor or the subcontractor has employed upon the public works, and further certifying that no worker employed upon the public works has been paid less than the applicable state prevailing rate of wage or less than the minimum hourly rate of wage specified in the contract. The certificate and statement shall be verified by the oath of the contractor or the contractor's surety or subcontractor or the subcontractor's surety that the contractor or subcontractor has read the statement and certificate and knows the contents thereof and that the same is true to the contractor or subcontractor's knowledge. The certified statements shall set out accurately and completely the payroll records for the prior week, including the name and address of each worker, the worker's correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid.

.2 If the Contractor does not file certified payroll as required (at least once per month) the DISTRICT will withhold 25% of the amounts due the Contractor, in addition to any other required retainage.

.3 If a first-tier Subcontractor does not file certified payroll reports as required, the prime Contractor shall withhold 25% of amounts due the first-tier Subcontractor.

.4 Each certified statement required by subsection (1) of this section shall be delivered or mailed by the contractor or subcontractor to the public contracting agency. Certified statements shall be submitted to the public contracting agency once a month by the fifth business day of the following month, for each week workers are employed. Information submitted on certified statements may be used only to ensure compliance with the provisions of ORS 279C.800 to 279C.870.

.5 Each contractor or subcontractor shall preserve the certified statements for a period of three years from the date of completion of the contract.

.6 Certified statements received by a public agency are public records subject to the provisions of ORS

192.410 to 192.505. As such, they must be made available upon request.

- d. For every bid \$100,000 or greater, all Contractors and Subcontractors shall have a public works bond, in the amount of \$30,000, filed with the Construction Contractors' Board (CCB), before starting work on the project, unless exempt.
- e. Contractor shall include in every subcontract a provision requiring their Subcontractors to have a public works bond filed with the CCB before starting work on the project, unless exempt. Contractors shall verify that all of their subcontractors have filed a public works bond with the CCB.

26. SUBCONTRACTORS: The CONTRACTOR shall include in any subcontract for property or services entered into by the CONTRACTOR and Subcontractor, including a material supplier, for the purpose of performing a construction contract:

- a. A payment clause that obligates the CONTRACTOR to pay the Subcontractor for satisfactory performance under its subcontract within 10 days out of such amounts as are paid to the CONTRACTOR by the DISTRICT under such contract; and
- b. An interest penalty clause that obligates the CONTRACTOR to pay to the Subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause included in the subcontract pursuant to the above paragraph for the period beginning on the day after the required Payment date and ending on the date on which payment of the amount due is made; computed at the rate specified in ORS 279C.580.

27. PROJECT CLOSEOUT: When the Work is determined to be complete:

- a. Return all keys to DISTRICT Representative.
- b. Where warranties are required, submit original warranty certificates and indicate dates of coverage.
- c. Submit operation and maintenance information.
- d. ~~Submit as-built drawings and other as-built documentation.~~
- e. ~~Submit AIA Document G707 Consent of Surety Company for final payment.~~
- f. Submit Affidavit of Prevailing Wages Paid (Sample will be furnished at completion of work).
- g. Submit Asbestos-Containing Materials Statement (Sample will be furnished at completion of work.)
- h. Where a building permit is required, submit documentation of Building Department inspection and acceptance.
- i. Final payment will be authorized after all project closeout tasks have been completed and the work is determined to be acceptable by the DISTRICT Project Manager.

28. NON-DISCRIMINATION: The CONTRACTOR, by signing this agreement certifies that the CONTRACTOR has not discriminated against minorities, women or emerging small business enterprises in obtaining any required subcontracts.

The CONTRACTOR 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, and that they are otherwise in compliance with all federal, state and local laws prohibiting discrimination, 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; 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 School District, unless a satisfactory showing is made that discriminatory practices have terminated and that a recurrence of such acts is unlikely.

29. FOREIGN CONTRACTORS: In the event this Contract is awarded to a contractor not domiciled in or registered to do business in the State of Oregon and the contract price exceeds \$10,000.00, the CONTRACTOR shall promptly report to the Department of Revenue the total price, terms of payment, length of contract, and such other information as the Department of Revenue may require before final payment can be received on the public contract. The DISTRICT will satisfy itself that the requirement of this subsection has been complied with before it issues a Final Payment.

30. TERMINATION WITH CAUSE: With reasonable cause, either party may terminate this agreement effective immediately upon the giving of written notice of termination for cause. Reasonable cause shall include:

- a. Material violation of this agreement.
- b. Any act exposing the other party to liability to others for personal injury or property damage.

31. REMEDIES: In the event of a termination of this contract by the DISTRICT, because of a breach by CONTRACTOR, the DISTRICT may complete the work either by itself or by contract with other persons, or any combination thereof. CONTRACTOR shall be liable to the DISTRICT for any costs or losses incurred by the DISTRICT arising out of or related to the breach, including costs incurred in selecting other CONTRACTORS, time

delay losses, attorney fees, and the like, less the remaining unpaid balance of the consideration until DISTRICT's costs and losses have been determined, at which time the DISTRICT may offset any such amount due CONTRACTOR against costs and losses incurred by DISTRICT.

32. TERMINATION OR SUSPENSION OF CONTRACT FOR CONVENIENCE: Any contract may be terminated, or temporarily suspended, by the DISTRICT in the event that the project is permanently abandoned, or deferred, as determined in the sole discretion of the DISTRICT. The DISTRICT may terminate, or suspend, any contract in whole or in part whenever the DISTRICT determines, in its sole discretion, that such action is in the DISTRICT's best interest. Whenever any contract is terminated, or suspended in accordance with this paragraph, the CONTRACTOR shall be entitled to payment for actual work performed at contract prices for completed items of work. An equitable adjustment in any contract price for partially completed items of work will be made, but such adjustment shall not include provisions for loss of anticipated profit on deleted or uncompleted work. For suspended work, the CONTRACTOR will be entitled to five percent (5%) per year of the value of the work suspended, only if ultimately completed, and reasonable re-mobilization costs, if applicable. Termination or suspension of any contract by the DISTRICT at any time during the term for convenience, shall not constitute a breach of any contract by the DISTRICT.

33. ASSIGNMENT: CONTRACTOR shall not assign this contract, in whole or in part, or any right or obligation hereunder, without the DISTRICT's prior written approval.

34. NO AUTHORITY TO BIND CLIENT: CONTRACTOR has no authority to bind or obligate the DISTRICT or to enter into contracts or agreements on behalf of the DISTRICT. This agreement does not create a partnership, joint venture or agency between the parties.

35. NON-WAIVER: The failure of either party to exercise any of its rights under this agreement for a breach thereof, shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

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

37. CHOICE OF LAW: Any dispute under this agreement or related to this agreement shall be decided in accordance with the laws of the State of Oregon.

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

39. ENTIRE AGREEMENT: This is the entire agreement of the parties, and supersedes any prior agreement.

40. SEVERABILITY: If any part of this agreement shall be held unenforceable, the rest of this agreement will nevertheless remain in full force and effect.

41. AMENDMENTS: This agreement may be supplemented, amended, or revised only in writing by agreement of the parties.

42. CONTRACTOR'S MARK UP FOR CHANGE ORDER WORK: The allowance for the combined overhead and profit included in the total net cost to the DISTRICT shall be based as follows:

a. The maximum allowable hourly wage rate for Changes to the Work shall be the appropriate Base Wage Rate plus Fringe Rate as listed for each occupation in the Prevailing Wage Rate for Public Works Contracts in Oregon manual issued by the Oregon Bureau of Labor and Industries (the current issue in effect on the date the quote is first advertised and/or a quote is first requested); multiplied by 1.20. An amount for Overhead and Profit may be added in accordance with section b through h below.

b. For the Contractor, for work performed by the Contractor, 15 percent of the amount due the Contractor.

c. For the Contractor, for Work performed by the Contractor's Subcontractor, 10 percent of the amount due the Subcontractor.

d. For each Subcontractor or Sub-subcontractor involved, for Work performed by that Subcontractor's or Sub-subcontractor's own forces, 10 percent of the cost.

e. Total overhead and profit shall not exceed 25% of the base cost of the work (base cost being defined as the cost of the work without markups.)

f. Itemize costs to include breakdown for materials and labor, overhead and profit.

g. A change to the work providing a net CREDIT to the Owner shall include a credit for overhead and profit based on the following schedule:

1. For the Contractor, 5 percent of the Cost to be credited.

2. For each Subcontractor, 5 percent of the Cost to be credited.

3. For each Sub-subcontractor, 5 percent of the Cost to be credited.

h. In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including Subcontractor and Contractor overhead and profit as applicable.

- 43. APPLICATION FOR PAYMENT:** Submit payment request on invoice customarily used by Contractor. Identify 5% retainage to be carried until the project is determined to be complete.
- 44. DEBARMENT CERTIFICATION:** The contractor/Vendor 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 Eugene 4J 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.

END OF TERMS AND CONDITIONS

Revised 04/26/2017
Agree3.doc

CONSTRUCTION CONTRACTOR AGREEMENT
LANE COUNTY SCHOOL DISTRICT 4J
715 West Fourth Avenue
Eugene, Oregon 97402

This Agreement is hereby made between the Lane County School District 4J, hereinafter DISTRICT, and CONTRACTOR, according to the following terms, conditions and provisions:

1. CONTRACTOR is identified as follows:

Firm Name: _____

Contractor's Representative: _____

Address: _____

City/State/ZIP: _____ Email: _____

Business Telephone: _____ FAX: _____

Social Security Number: _____ or Federal Employer ID:

Type of Entity: [] Sole Proprietorship [] Partnership [] Corporation

2. SERVICES TO BE PROVIDED (Include scope of work, schedule and other provisions including supplies, materials, equipment or services, as applicable):

3. DISTRICT'S REPRESENTATIVE: _____

4. FINGERPRINTING REQUIREMENTS: Do services to be provided include potential for direct, unsupervised contact with students? [] Yes [] No

If yes, has CONTRACTOR been fingerprinted? [] Yes [] No

5. DATE AND DURATION: This agreement shall be effective commencing on _____ and extending through _____, unless otherwise terminated or extended.

6. PAYMENT: The DISTRICT shall pay the CONTRACTOR the agreed sum of \$ _____ for work described herein.

7. CONTRACTOR REQUIREMENTS: The CONTRACTOR agrees to perform the work or services as described in this Agreement in accordance with the Terms and Conditions of this Agreement (ATTACHMENT A) and Drawings and Specifications listed below:

8. CONTRACTOR is an Independent Contractor within the meaning of ORS 670.600 and is not an employee of the DISTRICT.

9. SIGNATURES: It is so agreed this _____ day of _____.

 CONTRACTOR

 Date

 DISTRICT

 Date

PART V.

PROPOSAL RESPONSE FORM

**RFP 17-457 Photovoltaic Array Installation Project
Buena Vista Elementary**

LANE COUNTY SCHOOL DISTRICT NO. 4J

Submitted to: Facilities Maintenance
715 W. 4th Avenue
Eugene, Oregon 97402

Proposal Deadline: June 8, 2017
2:00 pm

A. GENERAL

1. Proposal shall include a comprehensive description of all information requested in Part I Statement of Work.
2. Proposers are encouraged to provide any additional information or documentation not requested in this solicitation that they feel is beneficial in the evaluation of their services.
3. Failure to provide all requested information may result in rejection of the proposal. The District reserves the right to request clarification of any information submitted.
4. Submit requested information for each item requested on notebook size paper.

B. REFERENCES. (20 Points)

Please provide three (3) references from customers of similar or larger size (preferably public agencies) that currently contract with your firm. Please include: Name, Address, Current Telephone Number, and E-Mail.

a. Reference 1

b. Reference 2

c. Reference 3

PART VI.

PROPOSAL CERTIFICATIONS

RFP 17-457 PHOTOVOLTAIC ARRAY INSTALLATION PROJECT

PLEASE COMPLETE BOTH SECTIONS I AND II ON THIS PAGE

I. NON-DISCRIMINATION CLAUSE

Proposer agrees not to discriminate against any client, employee or applicant for employment or for services because of race, color, religion, sex, national origin, physical or mental handicap, sexual orientation or age unless based upon bona fide occupational qualifications with regard to, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; selection for training; and/or rendition of services. It is further understood that any Proposer 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.

Legal Name of Proposer: _____

Doing Business As (if applicable) _____

Address: _____

Officer's Signature: _____

Print Officer's Name and Title: _____

II. RESIDENT CERTIFICATE

Please Check One:

_____ Resident Proposer: Proposer has paid unemployment taxes or income taxes in this state during the last twelve calendar months immediately preceding the submission of this proposal, has a business address in this state and has stated in this proposal whether Proposer is a "resident bidder" under ORS 279A.120(1)(b).

OR

_____ Non-Resident Proposer: Proposer does not qualify under requirements stated above.

Please specify your state of residence: _____

Officer's Signature: _____

Print Officer's Name and Title: _____

**PART VII.
SIGNATURE PAGE**

**LANE COUNTY SCHOOL DISTRICT NO. 4J
RFP 17-457 PHOTOVOLTAIC ARRAY INSTALLATION PROJECT**

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

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

The undersigned Proposer, by submitting a proposal, represents that:

- A. Proposer has read and understands the specifications and any drawings or attachments and the proposal is made in accordance herewith.

- B. The proposal 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 RFP may disqualify Proposer as being non-responsive.

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

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

Addenda: No. _____ to No. _____ inclusive.

The undersigned Proposer, therefore, offers and makes this proposal on furnishing the requested services at the prices indicated herein and in fulfillment of the specifications of the District, as stated in this RFP.

Legal name of Proposer: _____

Doing Business As (if applicable): _____

Address: _____

Telephone Number: _____ FAX Number: _____

Federal ID Number: _____ E-Mail Address: _____

URL: _____

Officer's Signature: _____ Date: _____

Type or Print Officer's Name: _____