

REQUEST FOR PROPOSALS

for

LEASE OF FARM LAND

RFP 18-436

LANE COUNTY SCHOOL DISTRICT 4J
EUGENE PUBLIC SCHOOLS
EUGENE, OREGON

Proposal Opening Date: April 18, 2018
Proposal Opening Time: 2:00 pm

Contact: Tammi May
Telephone: 541-790-7400
E-Mail: may_t@4j.lane.edu

Mailing Address: Lane County School District 4J
Facilities Management
715 W 4th Avenue
Eugene, OR 97402-5024

FAXED PROPOSALS NOT ACCEPTED

**CALL FOR SEALED PROPOSALS
ADVERTISEMENT**

NOTICE IS HEREBY GIVEN that sealed proposals will be accepted for a provider of Lease of Farm Land by Tammi May, Lane County School District 4J. Information regarding specifications may be secured from Facilities Management, Lane County School District 4J, 715 W 4th Avenue, Eugene, Oregon 97402-5024; through e-mail inquiry to may_t@4j.lane.edu, advertised in the Register Guard Newspaper or on the Oregon Procurement Information Network (ORPIN) at <http://orpin.oregon.gov/open.dll/welcome>.

Materials/Services	Proposal Due Date	Time	Location
Lease of Farm Land	April 18, 2018	2:00 pm	Facilities Management

Proposers may obtain one set of proposal documents beginning March 28, 2018, at the location listed above.

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 District 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; District Board Policies DJC and DJCA.

District reserves the right:

- (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)
Register Guard Newspaper

COPY POSTED AS FOLLOWS:

1 – FACILITIES MANAGEMENT, 715 WEST 4TH AVENUE, EUGENE, OREGON

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PROPOSED TIMETABLE

EVENT	DEADLINE/DATE
Issue Request for Proposals	March 28, 2018
Proposer's written questions and requests received by District	April 6, 2018
Final RFP Addenda if appropriate	April 11, 2018
Proposal must be received by	April 18, 2018
Proposer Interviews (if necessary)	April 25, 2018
Intent to Award released	April 26, 2018

Proposed timetable is subject to revision and will vary if award is made without interviews.

OPPORTUNITY TO COMMENT

Firms interested in formally commenting on this RFP, addressing any area(s) in which they believe competition is unduly inhibited, or requesting additional information or clarifying questions may submit a signed written statement using the contact information listed on this RFP cover page. All items shall be labeled "RFP 18-436 Lease of Farm Land." Items must be received by 4:00 p.m. April 6, 2018.

The protest of these specifications may be done in accordance with Model Public Contracting Rules, Section 137-047-0730. The potential proposer has twelve (12) 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.

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. Addenda will be posted to ORPIN and distributed to all vendors on the solicitation distribution list.

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.

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 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

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.

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.

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."

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.

PROPOSAL DEADLINE

One original and two copies of the sealed proposal, including all exhibits, shall be accepted until 2:00 pm , April 18, 2018, submitted to Tammi May; Lane County School District 4J; Facilities Management; 715 W 4th Avenue; Eugene, Oregon 97402. Sealed proposals shall be labeled on the outside with "RFP 18-436 Lease of Farm Land." An electronic copy of the submission in .pdf format shall be sent to may_t@4j.lane.edu or provided with the response on a compact disk (CD) or a USB Flash Drive ("thumb drive"). The Hard Copy MUST BE SUBMITTED AND RECEIVED at the specified office location by the deadline to meet submission requirements. The electronic submission DOES NOT MEET submission requirements. In accordance with OAR 137-047-0450, the District confirms only the names of each Proposer will be read aloud at a public opening.

Delivery of all components 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

All questions regarding this request for proposal shall be submitted in writing to the attention of Tammi May. No oral questions will be accepted.

- A. Questions shall be submitted via e-mail (may_t@4j.lane.edu) or mailed to the attention of Tammi May at Lane County School District 4J, Facilities Management, 715 W 4th Avenue, Eugene, Oregon 97402.
- B. No other contact regarding this request for proposal during the proposal evaluation process shall be permitted. Unauthorized contact regarding this request for proposal may subject the contacting vendor's proposal to rejection.

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.

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 after the completion of the execution of the Contract Award (if any). If a proposal contains any information that is considered a trade secret under ORS 192.501(2), each sheet of such information shall be clearly 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."

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

STATEMENT OF WORK

PURPOSE OF RFP

Lane County School District 4J (“District”) invites proposals from qualified farming entities interested in leasing 28.16 acres of farmable property and actively using the property for crop production. It is the intent of the District to issue a lease contract to the Successful Proposer for approximately five year term, terminating September 1 of the final year.

BACKGROUND INFORMATION

Lane County School District 4J has 28.16 acres (Tax Lot 16-03-29-00-00200, see Appendix D) located across the street from 91563 Coburg Rd that has been leased for agricultural crop production for several years. The District is seeking experienced farming entities capable of managing and maintaining productive agricultural operations of acceptable crops on this property.

STATEMENT OF WORK

The Premises shall be used during the term of this lease for legal farming activities and for no other purpose whatsoever without the District’s written consent.

Successful Proposer shall farm, cultivate, maintain, and operate the Premises consistent with the best agricultural practices employed by the farming industry in the area. Successful Proposer shall refrain from practices that will cause unusual erosion to the Premises. Proposer shall maintain the Premises in compliance with all federal, state, local and other governmental laws, regulations, and directives.

The District will preapprove of the crops cultivated on the Premises during the term of the lease. Crops that are not eligible for cultivation on the Premises include, but are not limited to: Marijuana, Hemp, Hops, any of a noxious variety, or any that would have an adverse effect on neighboring property.

Successful Proposer shall maintain the Premises in good condition and shall not commit, permit, or suffer waste to the Premises. At lease termination, the Premises shall be returned to the District in the condition received or better condition.

It is understood that chemicals and fertilizers may be necessary to produce the highest financial returns from the Premises. It is also understood that chemicals and fertilizers can damage the Premises if applied incorrectly or on crops that are excluded on the product label. Chemicals and fertilizers shall be used by Successful Proposer, if necessary, to produce the highest financial returns from the Premises, subject to the condition that Proposer shall not, without District’s prior written consent, use any of the fertilizers or chemicals that would adversely affect crops on neighboring property or crops grown after termination of the lease.

The Premises will be accepted by the Successful Proposer in “as is condition”. The District shall be responsible for removal of a hazardous tree on the west property line when conditions allow access to the field. District will coordinate an acceptable time with Successful Proposer, if needed.

The Successful Proposer agrees that under no circumstances shall any lease awarded from this solicitation be construed as giving rise to a partnership or any other relationship between them, except that of lessor and lessee, and that neither party shall be liable for the debts or other legal obligations of the other, except by written consent.

REQUIREMENTS

Proposals shall include sufficient information to completely address the items listed below:

1. Please describe the operation you propose for this property with as much detail as possible. Please include the following;
 - Practices that conserve soil, native vegetation, resources.
 - Water management / irrigation plan, water conservation techniques planned for the property.
 - Agricultural product and the proposed market for your product. If you plan to manage an organic operation, please describe your experience in organic production.

- Address pest management operations and how impacts on adjacent properties will be managed.
 - Any potential alteration to the leased ground and how the leased ground will be returned to 4J upon the termination of lease.
 - Any required certifications needed for proposed operations.
2. Please describe your agricultural background.
 - If you are currently involved in other agricultural enterprises, briefly describe the operation(s). Include general locations, properties sizes, property owned/leased, and length of ownership/leases.
 - Please provide references for all currently leased properties.
 - Please provide a minimum of three (3) additional personal references that are familiar with your agricultural experience.
 3. Please list the machinery and equipment needs for your planned operation on the property and how you will meet those needs. (Own, lease, borrow, hire, etc.).
 4. Proposed lease rate.
 5. Review the Appendix E – Proposed Farm Lease Agreement in its entirety. Provide comments to any part of the lease agreement that would prevent the Proposer from signing the agreement as-is and without modification.

PROPOSAL SUBMISSION GUIDELINES

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) to the specific location 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 collusion designed to limit competition.
- F. 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.
- G. The District is not liable for any cost incurred by a proposer prior to issue of a contract.

PROPOSAL SUBMITTAL

One original and two copies of the sealed proposal, including all exhibits, shall be accepted until 2:00 pm, April 18, 2018, submitted to Tammi May; Lane County School District 4J; Facilities Management; 715 W 4th Avenue; Eugene, Oregon 97402. Sealed proposals shall be labeled on the outside with "RFP 18-436 Lease of Farm Land." An electronic copy of the submission in .pdf format shall be sent to may_t@4j.lane.edu_or provided with the response on a compact disk (CD) or a USB Flash Drive ("thumb drive"). The Hard Copy MUST BE SUBMITTED AND RECEIVED at the specified office location by the deadline to meet submission requirements. The electronic submission DOES NOT MEET submission requirements. In accordance with OAR 137-047-0450, the District confirms only the names of each Proposer will be read aloud at a public opening.

PROPOSAL FORMAT

Proposals should be prepared briefly and simply. They should contain a clear and concise description of what is being proposed and be fully responsive to all specific questions and concerns indicated in this RFP. The purpose of this format is to ensure uniformity of the information from each Proposer and to aid in clear understanding and evaluation of each proposal. Failure to submit a proposal in accordance with the provisions of this Section may be grounds to declare the proposal non-responsive. Failure to provide any information requested may result in rejection of your proposal. To provide consistency in the review of the proposals, firms are requested to prepare their responses in the format below:

Proposal is to include all required information to address items listed in this solicitation including information requested in Appendix A- Proposal Certifications and Appendix B – Proposal Signature Page and is requested to be submitted in hard copy and electronic copy.

- A. Hard copy/Paper
 - 1. One (1) complete original, signed in ink
 - 2. Two (2) copies of the proposal
 - 3. Printed with a font size no smaller than 10 point on 8-1/2 x 11 size paper
 - 4. Elaborate art work, expensive paper, and expensive visuals are not necessary
- B. Electronic
 - 1. E-mail files as noted below to may_t@4j.lane.edu_or include files in original submission on compact disk (CD) or a USB Flash Drive ("thumb drive")
 - 2. One (1) complete copy preferred in one file, but no more than three files
 - 3. Unless otherwise noted above, proposal files should be submitted in PDF format

OFFER CONTENT

Proposal should be organized in the following order: Title Page/Cover Letter, Appendix A, Appendix B, Appendix C, Response to Requirements and any remaining information. Proposers are cautioned to provide as much detail as possible pertaining to their price, capabilities, and experience providing the services requested in this solicitation. Do not assume the District or evaluation team is familiar with the Proposer. Concise and direct answers are encouraged. The specifications, characteristics, and requirements listed in this solicitation are in no way to be considered to be exhaustive.

**HARD COPY IS THE OFFICIAL SUBMISSION AND MUST MEET LISTED DEADLINE TO BE CONSIDERED
EVALUATION OF PROPOSALS**

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 and cancel the RFP, including after Notice of Intent, prior to contract issuance
- 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

PROPOSAL VALIDITY PERIOD

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

CLARIFICATION OF PROPOSALS

After Opening, the District may conduct discussions with apparent Responsive Proposer(s) for the purpose of clarification and to assure full understanding of the Proposal.

NEGOTIATION

The District may only conduct Discussions or Negotiate with Proposers in accordance with ORS 279B.060 (8). After Award of the Contract, the District may only modify an awarded Contract in accordance with District policy.

RESERVATION IN EVALUATION

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

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.

PROTEST OF AWARD

In accordance with Oregon Model Contract Rules Manual Section 137-047-0740 any adversely affected Proposer has five (5) calendar days from the date of the written notice of intent to award to file a written protest.

EVALUATION CRITERIA

Proposals will be initially reviewed for completeness and compliance with the requirements of the RFP. Proposals that are incomplete, do not meet requirements of the RFP, or otherwise deemed by the District as "non-responsive" will be rejected. Proposals considered complete, or "responsive", will be reviewed and rated based on the following criteria and point scale:

1. Please describe the operation you propose for this property with as much detail as possible. Please include the following; (50 points)
 - Practices that conserve soil, native vegetation, resources.
 - Water management / irrigation plan, water conservation techniques planned for the property.
 - Agricultural product and the proposed market for your product. If you plan to manage an organic operation, please describe your experience in organic production.
 - Address pest management operations and how impacts on adjacent properties will be managed.
 - Any potential alteration to the leased ground and how the leased ground will be returned to 4J upon the termination of lease.
2. Please describe your agricultural background. (25 points)
 - If currently involved in other agricultural enterprises, briefly describe the operation(s). Include general locations, properties sizes, property owned/leased, and length of ownership/leases.
 - Please provide references for all currently leased properties.

- Please provide a minimum of three (3) additional personal references that are familiar with your agricultural experience.
3. Please list the machinery and equipment needs for your planned operation on the property and how you will meet those needs. (Own, lease, borrow, hire, etc.) (5 points)
 4. Proposed lease rate. (20 points)

EVALUATION SCORING

<u>Criteria</u>	<u>Points</u>
Operations Proposal	50
Agricultural Background	25
Machinery/Equipment	5
Lease Rate	20
TOTAL	100

EVALUATION COMMITTEE

A selection committee of District staff will review and rate the written proposals and identify qualified firms to be interviewed. Interviews may be held at a time and date to be designated. Based on the number and quality of the proposals submitted, the District reserves the right, at the District’s sole discretion, to make an award without interviews. In such a case, the point scores will be based solely on the 100 points allocated to the proposal process.

CONTRACT GENERAL TERMS AND CONDITIONS

1. GENERAL REQUIREMENTS

All proposers 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 proposals received as a result of this request for proposal, or to negotiate separately with any source whatsoever in any manner necessary to serve the best interest of the District. The contents of the proposal of the successful vendor(s) will become the contractual obligation, if a contract ensues. Failure of the successful vendor(s) to accept these obligations may result in cancellation of the award. The selected vendor(s) will be required to assume responsibility for all services offered in their proposal whether or not produced by them. Further, the vendor 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 proposer 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.

All permits, licenses, and inspection fees necessary for the manufacture and delivery of the requested items shall be secured and paid for by the proposer.

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. TERMINATION

4.1 For Default. 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. If Selected Proposer defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the District may terminate the contract, and at the District's option, obtain performance of the work elsewhere. If the contract is terminated for default, Selected Proposer shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the District resulting from such default(s) shall be deducted from any money due or coming due to Selected Proposer. Selected Proposer shall bear any extra expenses incurred by the District in completing the work, including all increased costs for completing the work, and all damage sustained, or which the District by reason of such default may sustain.

4.2 For Public Convenience. This contract may also be terminated by the District in the event that the project is permanently abandoned, as determined in the sole discretion of the District. The District may terminate the contract in whole or in part whenever the District determines, in its sole discretion that such termination is in the interests of the District. Whenever the contract is terminated in accordance with this paragraph, the vendor(s) shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the District at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the District.

5. CONTRACT BREACH

In the event of a breach by the proposer 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 proposer shall be liable for any damage to the District resulting from his refusal or failure to complete the work under this contract. Damages shall be those actually incurred and include the cost to obtain the contracted work elsewhere.

7. HOLD-HARMLESS AND INDEMNIFICATION

To the fullest extent of the law, the proposer 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 proposer, the proposer'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 proposer shall maintain in force for the duration of this agreement a ~~Professional Liability insurance policy shall be maintained for not less than \$3,000,000 per occurrence and \$5,000,000 in the aggregate, 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 \$4,000,000 in the aggregate naming the District, its employees, officials and agents as an additional insured in respect to work or services performed under this agreement. This insurance will be primary to any insurance the District may carry on its own.

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. A 30 day notice of cancellation or material change in coverage clause shall be included. Failure to maintain the proper insurance shall be grounds for immediate termination of this contract.

Workers' Compensation: The proposer shall provide and maintain workers' compensation coverage for its employees, officers, agents, or partners as required by applicable workers' compensation laws. The proposer 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 proposer shall be responsible for any loss, damage, or destruction of its own property, equipment, and materials used in connection with the work.

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

9. COPYRIGHTS

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

10. LIENS, CLAIMS, OR ENCUMBRANCES

The proposer 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) as defined in the RFP. All deliveries are FOB DESTINATION, unless otherwise stated. The proposer 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 proposer 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 Proposer 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 Proposer 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 proposer'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. REPRESENTATIONS AND WARRANTIES

AUTHORITY; BINDING OBLIGATION. Contractor represents and warrants that (i) Contractor has the power and authority to enter into and perform the Contract; and (ii) 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: (i) 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 proposer shall be remitted through the District's normal accounts payable procedures and schedules. 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 proposer 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 best 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 US Urban Consumer Price Index annually. Any price increase over the US Urban Consumer 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 proposal document. For discrepancies between this contract and the Oregon Attorney General's Model Public Contract Rules Manual, preference shall be given first to Board Policy then the Rules Manual.

23. OTHER GOVERNMENT AGENCIES

Pursuant to ORS 279A.215 "Permissive Cooperative Procurements" other government agencies shall have the power to establish contracts under the terms, conditions, and prices of the original contract if the Selected Proposer (contractor) agrees. No material change may be made in any terms, conditions, or pricing from those established in the original contract between the District and Selected Proposer.

24. NON-DISCRIMINATION CLAUSE

The Proposer agrees not to discriminate against any client, employee or applicant for employment or for services, because of race, color, religion, sex, national origin, physical or mental handicap, sexual orientation or age unless based upon bona fide occupational qualifications with regard to, but not limited to, the following: employment 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 CONCERNING PAYMENT, CONTRIBUTIONS, LIENS, WITHHOLDING
279B.235	CONDITIONS CONCERNING HOURS OF LABOR; COMPLIANCE WITH PAY EQUITY PROVISIONS; EMPLOYEE DISCUSSIONS OF RATES OF PAY OR BENEFITS
279B.230	CONDITION 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 and safety data sheets (SDS, essentially similar to Form OSHA 20) meeting Oregon Administrative Rule 437-Division 2, Subdivision Z, Appendix C and D.

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 District property, pursuant to OAR 581- 021-0110.

29. 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 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.

30. INDEPENDENT CONTRACTOR

The Proposer is an independent contractor, not an agent of the District, and nothing in this relationship shall be construed as creating a partnership, joint venture, franchise, agency, or employment relationship between the Proposer and the District. Neither the Proposer nor the District shall have the authority to make any statements, representations, nor commitments of any kind or to take any action binding the other except as provided for herein or authorized in writing by the party being bound.

31. DISPUTE RESOLUTION

31.1 Litigation. Any claim, action, suit, or proceeding (collectively, "Claim") between the District and Selected Proposer 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 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. **SELECTED PROPOSER BY EXECUTION OF THIS CONTRACT HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF THE COURTS REFERENCED IN THIS SECTION 31.1.**

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.

33. TAXES

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

34. NON-APPROPRIATION OF FUNDS

If the District's legislative body or other funding authority does not appropriate funds for contract payment for contract year or any subsequent appropriation period and District does not otherwise have funds available to lawfully pay the contract payments ("Non-Appropriation Event") District may, subject to the conditions herein and upon prior written notice to Proposer ("Non-Appropriation Notice"), effective 60 days after the later of Proposer's receipt of same or the end of the District's appropriation period ("Non-Appropriation Date"), terminate the contract and be released of its obligation to make all contract payments due after the Non-Appropriation Date. As a condition to exercising its right under this addendum, District shall: (1) provide in the Non-Appropriation Notice a certification of responsible official that the Non-Appropriation Event has occurred, and (2) pay Proposer all sums payable to Proposer under the contract for services received, excluding termination fees, up to the Non-Appropriation Date.

**APPENDIX A
PROPOSAL CERTIFICATIONS
LANE COUNTY SCHOOL DISTRICT 4J
RFP 18-436 LEASE OF FARM LAND**

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: _____

**APPENDIX B
SIGNATURE PAGE
LANE COUNTY SCHOOL DISTRICT 4J
RFP 18-436 LEASE OF FARM LAND**

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: _____ URL Address: _____

Email Address: _____

Officer's Signature: _____ Date: _____

Type or Print Officer's Name: _____

**APPENDIX C
SUPPLEMENTAL QUESTIONNAIRE
LANE COUNTY SCHOOL DISTRICT 4J
RFP 18-436 LEASE OF FARM LAND**

FARM LEASE BID SUBMITTAL FORM

The Proposer, being familiar with local conditions, having made field inspections and investigations deemed necessary, and being familiar with all factors and other conditions affecting the work and costs thereof, hereby propose to furnish all labor, tools, materials, skills, equipment and all else necessary to completely farm 4J's property in accordance with the Farm Lease Agreement.

FARM LEASE BID AMOUNT

Farm Lease:

Year 1: 28.16 acres x \$ _____ per acre = \$ _____

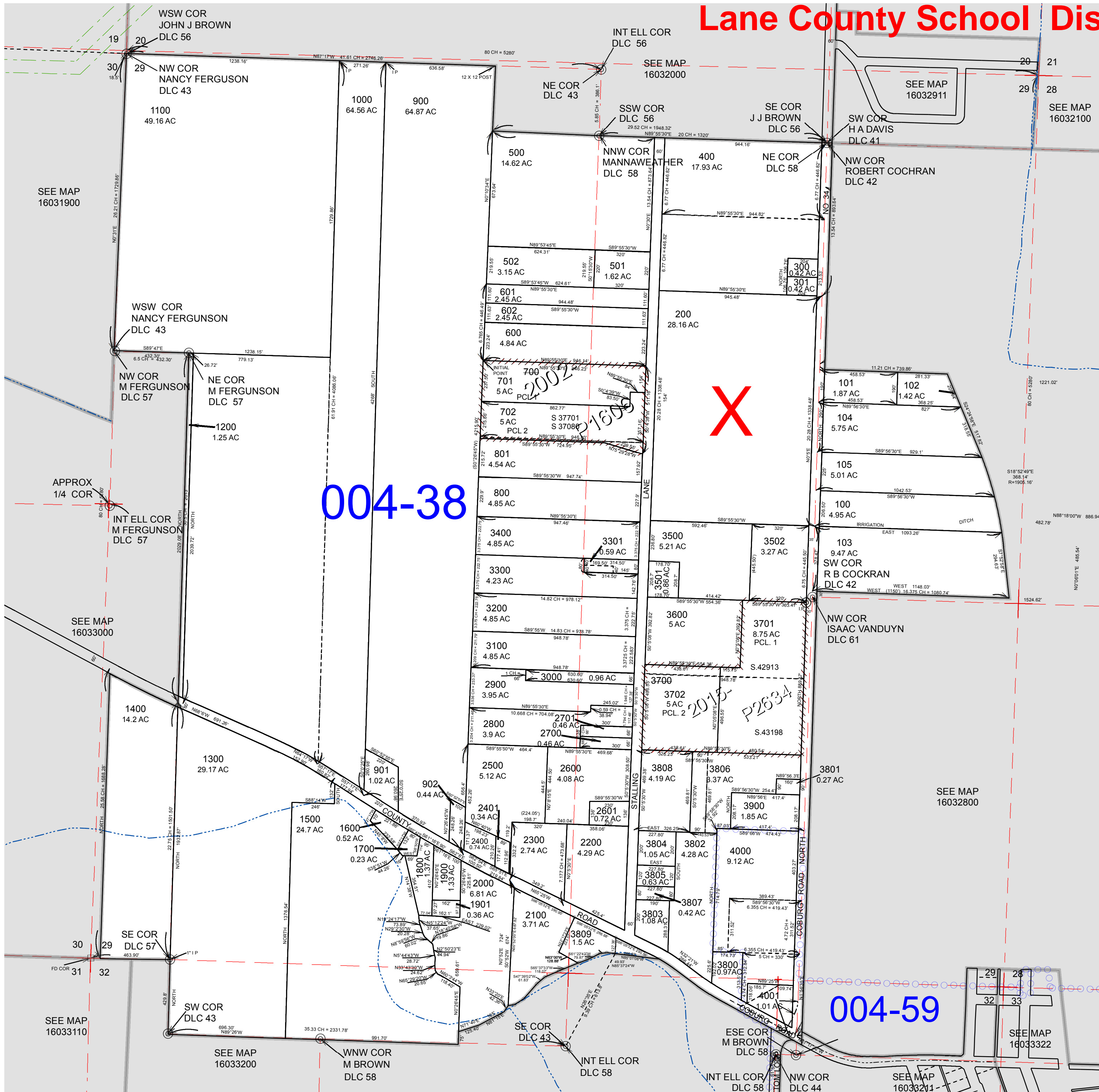
Year 2: 28.16 acres x \$ _____ per acre = \$ _____

Year 3: 28.16 acres x \$ _____ per acre = \$ _____

Year 4: 28.16 acres x \$ _____ per acre = \$ _____

Year 5: 28.16 acres x \$ _____ per acre = \$ _____

Proposed crops:



REVISIONS
 02/06/2008 - LCAT130 - CONVERT MAP TO GIS
 09/07/2011 - LCAT113 - CORR DISTANCE TL 1600
 05/14/2012 - LCAT174 - CORRECTION TO TAX CODE
 04/09/2014 - LCAT115 - LLA BETWEEN T1'S 3600 & 3700
 04/07/2015 - LCAT174 - CANG TL 3700 INTO 2015-P2634
 05/18/2015 - LCAT115 - LLA BETWEEN T1'S 2100 & 3809

APPENDIX E

PROPOSED AGREEMENT FOR FARM LEASE

THIS AGREEMENT OF LEASE, effective Month Day, Year, between _____
(hereinafter referred to as Lessee) and the Lane County School District 4J, (hereinafter referred to as Lessor),

In consideration of the rents and covenants herein, the Lessor hereby leases unto the Lessee a portion of those certain Premises, as are situated in the County of Lane, and the State of Oregon, (hereinafter referred to as the Premises), described as follows:

Map and tax lot designation 16-03-29-00-00200 ,subject to any easements, liens, encumbrances, conditions, and other restriction on record or otherwise actually known to the Lessee or reasonably ascertainable by inspection or survey. The portion leased is approximately 28.16 acres and is generally shown on Exhibit "XX" attached hereto and incorporated by reference herein as though fully set forth herein

To have and to hold those portions of the Premises set forth above, commencing with the effective date of the lease, as set forth above, and ending on midnight the xxth day of Month, year, for a lease fee of \$x.xx per acre, per year for the whole term, which Lessee agrees to pay to Lessor at Lane County School District 4J, 715 West 4th Avenue, Eugene, Oregon, 97402-5024 by no later than September 15, in each year.

In consideration of the leasing of the Premises and of the mutual agreements herein contained, the parties further agree as follows:

LESSEE'S USE OF THE PREMISES:

The Lessee shall use the Premises during the term of this lease for legal farming activities and for no other purpose whatsoever without the Lessor's written consent.

Lessee shall farm, cultivate, maintain, and operate the Premises consistent with the best agricultural practices employed by the farming industry in the area. Lessee shall refrain from practices that will cause unusual erosion to the Premises.

Lessor will preapprove of the crops cultivated on the Premises during the term of the lease. Crops that are not eligible for cultivation on the Premises include, but are not limited to: Marijuana, Hemp, Hops, any of a noxious variety, or any that would have an adverse effect on neighboring property.

Lessee shall maintain the Premises in good condition and shall not commit, permit, or suffer waste to the Premises.

It is understood that chemicals and fertilizers may be necessary to produce the highest financial returns from the Premises. It is also understood that chemicals and fertilizers can damage the Premises if applied incorrectly or on crops that are excluded on the product label. Chemicals and fertilizers shall be used by Lessee, if necessary, to produce the highest financial returns from the Premises, subject to the condition that Lessee shall not, without Lessor's prior written consent, use any of the fertilizers or chemicals that would adversely affect crops on neighboring property or crops grown after termination of the lease.

All repairs and maintenance will be the responsibility of the Lessee, who will maintain the property during tenancy in as good a condition as received at the beginning of the lease, subject to normal wear and depreciation from causes beyond Lessee's control. At the end of the Lease term or other termination, Lessee must vacate the property and remove all personal possessions and any improvements.

Lessee agrees to abide by and maintain the Premise in compliance with all local, state federal and other governmental laws, regulations and directives.

CONDITION OF THE PREMISES

Lessee agrees to take the Premises and all improvements thereon in their existing "as-is" condition. The Lessee acknowledges that in entering into this Lease, it does not rely on, and the Lessor does not make, any express or implied representations or warranties as to any matters including, without limitation:

- A. The suitability of the soil or sub-soil;
- B. Any characteristics of the Premises or improvements thereon;
- C. The suitability of the Premises for the intended use;
- D. The economic or programmatic feasibility of the Lessee's use and occupancy of the Premises;
- E. Title to the Premises;
- F. Hazardous materials on or in the vicinity of the Premises;
- G. or Any other matter.

The Lessee has satisfied itself as to such suitability and other pertinent matters by the Lessee's own inquiries and tests into all matters relevant in determining whether to enter into this Lease. The Lessee accepts the Premises in their existing condition, and hereby expressly agrees that if any remedial repair, alterations, or rehabilitation is required in order to conform the Premises to the requirements of applicable laws, or for the Lessee's use, it shall assume sole responsibility for any such work.

Prior to entering into this Lease, the Lessee has made a thorough, independent examination of the Premises and all matters relevant to the Lessee's decision to enter into this Lease. The Lessee is thoroughly familiar with all aspects of the Premises and is satisfied that they are in an acceptable condition and meet the Lessee's needs.

LESSOR'S RIGHT OF ENTRY AND USE

It shall be lawful for the Lessor, and the Lessor's agents and representatives, at any reasonable time to enter into or upon the Premises for the purpose of examining into the condition thereof, or for any other lawful purpose.

Lessee hereby acknowledges that Lessor's entry and consequent acts on the Premises will be a withdrawal of a portion of the Premises from Lessee's use and may cause harm to Lessee's crops and interests hereunder, regardless of the degree of care exercised.

Lessee hereby waives any and all possible legal and equitable claims against Lessor, and Lessor's agents and representatives for any economic or property harm, except that arising from bad faith acts by Lessor or its agents and representatives. Lessee further promises to exercise all reasonable care not to cause harm to any of Lessor's property or work on the Premises.

RIGHT OF ASSIGNMENT

The Lessee will not assign, transfer, pledge, hypothecate, surrender or dispose of this lease, or any interest herein, sublet, or permit any other person or persons whomsoever to occupy the Premises without the consent of the Lessor being first obtained in writing.

LIABILITY INSURANCE

The Lessee shall maintain in force for the duration of this agreement 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 \$4,000,000 in the aggregate naming the District, its employees, officials and agents as an additional insured in respect to work or services performed under this agreement. This insurance will be primary to any insurance the District may carry on its own.

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. A 30 day notice of cancellation or material change in coverage clause shall be included. Failure to maintain the proper insurance shall be grounds for immediate termination of this contract.

Workers' Compensation: The Lessee shall provide and maintain workers' compensation coverage for its employees, officers, agents, or partners as required by applicable workers' compensation laws. The Lessee 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 Lessee shall be responsible for any loss, damage, or destruction of its own property, equipment, and materials used in connection with the work.

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

INDEMNIFICATION

The Lessee, its employees, and agents shall indemnify, defend, save and hold the Lessor, its employees, successors, agents and assigns, harmless from and against, and reimburse the Lessor for: any and all claims, demands, damages, injuries, losses, penalties, fines, costs, liabilities, causes of action, judgments, and expenses, including without limitation, expenses incurred in connection with or arising in any way out of this Lease, the use, occupancy or manner of use or occupancy of the Premises by the Lessee or any other person or entity. The provisions of this Article shall survive any termination of this Lease.

RELATIONSHIP OF THE PARTIES

Under no circumstances shall this lease be construed as giving rise to a partnership or any other relationship between the parties, except that of lessor and lessee, and neither party shall be liable for the debts or other legal obligations of the other, except by written consent.

DEFAULT

The following shall be events of default:

- (a) Lessee's failure to pay the lease fee when due.
- (b) Lessee's dissolution, termination of existence, insolvency, business failure, discontinuance as a going business (except for labor disputes), appointment of a receiver of any of the Premises, assignment for the benefit of creditors, or commencement of any proceedings under any bankruptcy or insolvency laws by or against Lessee.
- (c) Failure of Lessee to comply with any other term or condition, or fulfill any other obligation of the Lease within 30 days after written notice by Lessor specifying the specific default with reasonable particularity.
- (d) Abandonment of the Premises by the Lessee.

In the event of default, Lessor shall have the right to re-enter, take possession of the Premises, and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages. Such right shall be cumulative and in addition to all other remedies available to Lessor under applicable law.

No failure by the Lessor to insist upon the strict performance of any term, covenant, agreement, provision, condition, or limitation of this Lease, or to exercise any right or remedy upon a default hereunder, or acceptance by the Lessor of full or partial rent during the continuance of any default, shall constitute a waiver of any such default or of such term, covenant, agreement, provision, condition, or limitation. No waiver of any default shall affect or alter this Lease, but each and every term, covenant, agreement, provision, condition, and limitation of this Lease shall continue in full force and effect with respect to any other then existing or subsequent default

NO HOLDING OVER

Holding over shall not be deemed to operate as a renewal or extension of this lease, but shall constitute a day-to-day lease, subject to immediate termination without any notice or recourse.

TAX DEFERRAL

Lessee is authorized by the Lessor, and Lessor hereby agrees to make and submit all applications necessary to secure and/or maintain the farm-use deferral special assessment tax treatment of the Premises on Lessor's behalf, in accord with ORS 308A.077.

Should, at any time during the term of the Lease, the Premises be disqualified from farm-use special assessment, Lessee shall be liable to Lessor for the additional tax liability associated with said disqualification.

TERMINATION

This lease will terminate on Month Day, Year. At termination of the lease, the Premises will be returned to Lessor in the same condition as it was in at the commencement of the lease.

This Lease may be terminated by 30 day's prior written notice to the Lessee, upon the condition that the Lessor shall (1) reimburse the Lessee for the value of the current year's crop, determined at the time the notice is given, or (2) at the Lessor's option, permit Lessee the right to enter the premises and farm, harvest and market the crop. If the Lessor elects the first option, the value of the crop shall be the sum of the lease payment made in the current year of the Lease, the actual cost of materials applied in the production of the crop and the reasonable value of the labor provided by the Lessee, his agents or employees, in such crop year.

IN WITNESS WHEREOF, the parties have executed this lease on the day and year set forth below:

Lessee:

TBD

By: _____

Lessee, Lessee Title

Date: _____

Lessor:

Lane County School District 4J

By: _____

Harlan Coats, Facilities Director

Date: _____