

REQUEST FOR PROPOSALS
FOR
ARCHITECTURAL SERVICES FOR RENOVATIONS AT
BAILEY HILL ELEMENTARY SCHOOL

Prepared by:
Facilities Management
Lane County School District No. 4J
Eugene Oregon

Date Issued: June 19, 2018

Return by: July 6, 2018

Mailing Address: Facilities Management
715 West 4th Ave,
Eugene OR 97402

**REQUEST FOR PROPOSALS
FOR
ARCHITECTURAL SERVICES FOR RENOVATION OF
BAILEY HILL ELEMENTARY SCHOOL**

ADVERTISEMENT

The Lane County School District 4J is requesting sealed proposals from architectural firms licensed in Oregon to provide architectural, engineering and other consulting services for the design of renovations to Bailey Hill Elementary School.

Bailey Hill Elementary School is a one-story elementary school located at 2295 Four Oaks Grange Road in Eugene.

Briefly the project includes design, cost estimating and construction administration services. Exterior renovations may include installation of fencing, resurfacing of the parking areas, improvements for ADA accessibility, and development of a children's play area.

Interior modifications may include dividing some larger spaces into separate classrooms, refinishing of ceilings, walls and flooring, improvements for interior ADA accessibility, upgrading of lighting, replacement of some plumbing and the addition of power and data.

Requests for Proposals (RFP) may be obtained on **June 19, 2018** from the District's website at www.4j.lane.edu. Proposers must check the District website for all current solicitation documents and any potential addenda.

Proposals are due at **12:00 noon July 6, 2018** at Lane County School District 4J, Facilities Management, Attention: Amanda Clinton, 715 West fourth Avenue, Eugene Oregon 97402. Late proposals will not be accepted.

A non-mandatory pre-proposal meeting will be held at a location To Be Determined. A brief tour of the site will be held following the pre-proposal meeting.

The District reserves the right, without prejudice, to reject any or all proposals for good cause, if it is determined to be in the best interest of the District, or for non-conformance with public contracting procedures. All Proposers are required to comply with Oregon Revised Statutes and District Board Policy.

Proposals will not be accepted from Proposers who fail to certify to non-discrimination in employment practices or identify resident status.

Date: June 19, 2018
By: Amanda Clinton

Published: Eugene Register Guard
Daily Journal of Commerce
Oregon Public Information Network (ORPIN)

Posted: Education Center Administration Building
200 North Monroe, Eugene OR 97402

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FOR
ARCHITECTURAL SERVICES AT BAILEY HILL SCHOOL

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Part 2 – Project Description

Early College and Career Options (ECCO) is an alternative high school offering a state-accredited diploma through credit recovery opportunities. The academic programs stress equity, community and self-advocacy using trauma-informed teaching practices. ECCO offers Career Technical Education (CTE) pathways in Natural Resource Management, Computer Science, and Entrepreneurship. Small class sizes offer students more personalized instruction.

The ECCO program has been located at the Lane Community College campus, however the Eugene School District 4J has determined that it should be moved to a 4J facility. The Board has approved the use of Bailey Hill School as the location for ECCO.

In addition some minor renovations may be required in order to accommodate another program to be located at this facility

Part 3 – Scope of Services

The District intends to employ an architectural firm for design of renovations and modifications of Bailey Hill Elementary School. The project will be designed by the selected firm and their sub consultants, with construction administration included in the scope of work.

The construction will be competitively bid.

While the District reserves the right to modify the schedule, the current schedule is:

- Program July 19 – Aug 15, 2018
- Design Aug 16 – Nov 14, 2018
- Permit Review Nov 15– Jan 14, 2019
- Bidding Dec 26 – Jan 29, 2019
- Bid Review and Award Jan 30 – Feb 13, 2019
- Construction Complete Feb 18 - Aug 15, 2019

Proposers should address the schedule as outlined.

General Architectural Services

The architect will perform all standard professional services in connection with this project. The architect will provide program verification, design, document development, bidding assistance, construction contract administration, project closeout and warranty inspection for all aspects of the project. The architect will provide all necessary consultant and design services including but not limited to civil, mechanical, structural, and electrical, low-voltage wiring, landscape and irrigation, acoustics, interior design, kitchen and food service facilities and independent cost estimating.

The architect will design to the District's budget and schedule as provided in this RFP or subsequently amended by mutual agreement. The cost estimates will be developed at the completion of the Schematic Design/Design Development Phase and at the 50% Construction

Document milestone. The architect's design must be within the District's approved budget at each of these milestones. Redesign to bring the project within District's budget must be completed at no extra cost to the District.

The current construction cost estimate is \$2,000,000.

Program Phase

The District has developed a preliminary program for the project. During this phase the architect shall:

- Review/verify program requirements as identified in the preliminary program.
- Review existing building site and record drawings to examine all existing building and site conditions in order to establish physical restraints and opportunities.
- Meet as necessary with City officials to determine the approach to addressing ADA accessibility issues
- Meet with the District to finalize the Program requirements

Schematic Design/Design Development Phase

The Architect shall:

- Develop the design for the project based on the approved Program
- Develop alternatives as necessary for the most desirable and cost effective solutions
- Meet with the District to review the progress of the design and provide updates
- Prepare a cost estimate at the conclusion of this phase of design
- Make value engineering recommendations as necessary to meet the approved District budget

Construction Document Phase

The architect will continue to meet regularly with the District to review the progress of the construction documents. During this phase the architect shall:

- Continue to monitor scope and budget
- Make recommendations as necessary to remain within budget
- Prepare bid documents according to contractual requirements and District procedures
- Prepare a cost estimate at the 50% CD milestone
- Prepare, submit and obtain all permits necessary for the construction of the project in accordance with the approved project schedule

Bidding Phase

Following the District's approval of the Construction Documents the architect shall prepare contracts for construction and bidding. The architect shall be responsible for interpretation of the construction documents and will respond to contractor questions. The architect shall conduct and document the pre-bid conference(s) and prepare addenda as necessary. The architect shall attend the bid opening and record the opening results. The architect will observe the process to verify that approved procedures have been followed with regard to bid alternates.

Construction Administration Phase

The architect shall:

- Prepare and administer Owner/Contractor agreement
- Provide construction observation and administration
- Architect Project Manager or representative will participate in weekly construction progress meetings during construction and will prepare and distribute minutes of the meetings
- Provide regular reports on quality inspection to ensure that the work meets specifications
- Review and approve all required submittals within 7 business days
- Review and expedite all contractor requests for information and other similar documents. Provide interpretation of the meaning and intent of the plans and specifications as becomes necessary and expedite consultation and resolution with the contractor.
- Review and respond to all RFIs within 3 business days for simple resolution or within 5 business days for complex issues
- Review all change requests and make recommendation on the appropriateness of the change as well as cost and schedule implications. Address all change requests in a timely manner. Ensure that all change orders are approved by the District before authorization of work. Ensure that costs of change orders are either lump sum or time and materials with a not-to-exceed limit. For work performed on a time and materials or unit basis monitor the work to verify that accurate records are maintained.
- Prepare Change Order documents
- Monitor progress of the work and recommend actions as may be necessary to keep the project on schedule and within budget.
- Review and certify all payment requests. Physically inspect the work and materials addressed in each payment application.
- Review all requests for contractor time extensions. Work with the District and the contractor to find solutions wherever possible to avoid delaying elements on the critical path.
- Provide a punch list inspection and up to four reviews for completion
- Review all as-built drawings for accuracy for permanent retention by the District. Provide final record drawings, both in pdf and AutoCAD formats and placed on a CD or flash drive.
- Provide a one-year warranty inspection, punch list and re-inspection of corrective work.
- Provide additional close-out material including photos, approved submittal, approved shop drawings on CD or flash drive. Provide approved samples.

Part 4 - Contract Requirements

The Architect will be required to execute AIA Document B101, Standard Form Agreement Between Owner and Architect, 2007 Edition as modified in Exhibit B. The architect will be required to execute the material terms of the sample contract unless it is deemed by the District to be in the District's best interest to modify the contract. Proposers should review and satisfy themselves that they are willing to execute the sample contract. Exceptions or qualifications to

the sample contract may be proposed only during the comment period of the selection process.
(Part 7, item 7.1)

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 proposer will become the contractual obligation, if a contract ensues. Failure of the successful proposer to accept these obligations may result in cancellation of the award. The selected proposer will be required to assume responsibility for all services offered in their proposal whether or not produced by them. Further, the proposer 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.

4.1 Ordinances, Permits, Licenses

The proposer 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.

4.2 Waiver of Provisions

Proposer agrees that the waiver, acceptance, or failure by the District to enforce any provisions, terms or conditions of the 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.

4.3 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 the contract forthwith upon giving written notice to the contractor.

4.4 Damages

The proposer shall be liable for any damage to the District resulting from a refusal or failure to complete the work under the contract. Damages shall be those actually incurred and include the cost to obtain the contracted work elsewhere.

4.5 Copyrights

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

4.6 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 proposer 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.

4.7 District Personnel

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

4.8 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.

4.9 Order of Precedent

In the event of ambiguity, preference shall be in this order: Statement of Work, General Terms and Conditions as provided herein, AIA B101 – 2007 Edition, 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.

4.10 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.

4.11 Background Check / Fingerprinting

Individuals with whom the District contracts, or any employee, agent, subcontractor or Provider who will have access to District school facilities shall be required to submit a 4J Volunteer Background check and undergo a state and nationwide fingerprinting and criminal history records check, in accordance with the provisions of ORS 326.603 and ORS 326.607. 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 (ODE \$59.00 and outside fingerprinting vendor \$12.50). Independent Contractors will be asked to complete the Volunteer Background check upon project award. Once approval from the Volunteer Background check is received you will pay the District the ODE fees and complete the fingerprint process through Field Print.

4.12 Use of Tobacco Products

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

4.13 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.

4.14 Debarment Certification

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

4.15 Taxes

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

4.14 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.

Part 5 – Submittal Requirements

Proposals are due at 12:00 noon on June 29, 2018 submitted to Amanda Clinton, Eugene School District Facilities Management, 715 West 4th Avenue, Eugene OR 97402. It is the responsibility of the Proposer to ensure that their document is received at the correct location and time. There will be no public opening of proposals.

A non-mandatory pre-proposal meeting will be held at: (Location To Be Determined). A brief tour of the site will follow.

Questions or comments pertaining to this RFP should be raised at the pre-proposal meeting or prior to the meeting in written form. Written questions should be sent to clinton_a@4j.lane.edu.

Any changes or modifications to the RFP will be issued by written Addenda will be posted on the District website at www.4j.lane.edu/bids/

Proposers shall submit one original and five copies of the proposal. The proposals shall be organized in separate sections and labeled to match the requirements identified in Part 5. All materials shall be in 8 1/2" x 11" format. Proposals should be limited to 15 pages with font size

11 point or above. Resumes and cover letter are not included in this limit. Elaborate art work is not necessary. Firm brochures may be submitted in addition to the proposal.

The format of the proposal should follow the following outline.

5.1 Firm and Team Description: Provide a brief description of your firm's history, the type of work completed and your capabilities. Include annual dollar volume figures for the past five years. If a joint venture or a prime/sub-consultant relationship of two or more architecture firms is proposed, list the estimated percentage of the basic fee and work that will be allocated to each firm.

List the sub-consultant firms that will be part of your team including engineers and cost estimators. Provide information on services, location, size and qualification of individual firms.

5.2 Staffing: Provide a project organization chart showing the proposed staff/ team for the project including Principal-in-Charge, project manager, and all professional staff assigned to provide programming, design, construction documents, and construction administration. Include a resume for each person included in the organization chart. Resumes should include each individual's education, work history, length of tenure with your firm and prior experience, if any with K-12 educational facilities.

By listing the individuals in the proposal, the firm commits that these individuals will work on the components of the project as described. The District reserves the right to approve or reject any changes to the proposed team. The District further reserves the right to request a substitution of personnel if deemed to be in the best interest of the District.

5.3 Recent Firm Educational Facility Experience: Provide a listing in chronological order, in chart format, of your firm's experience in designing educational facilities within the past 10 years. Include; completion date, name of owner, contact person/phone number, location of project, description of project, original owner budget and final construction contract amount.

5.4 Overall Project Approach: Proposals should describe the firm's project approach to this type of project. Describe how you will engage District staff, how you will assure that the project is designed within the District budget and the protocols you will use for communicating with District personnel.

5.5 Local Preference: If applicable, state the name and address of all architectural firms that have offices in the Eugene area. There is a 10 point preference for firms/teams that have a local office. (This local preference applies only to architectural firms)

5.6 Sustainability: The District does not intend to pursue LEED certification for this project. The District does want this project to examine all options that increase efficiency and reduce ongoing operational, maintenance and replacement costs.

Provide information regarding your firm's approach to energy conservation, renewable resources and sustainability as it relates to school facilities. Describe three specific recommendations you might make regarding this project and describe your firm's experience with the topics in your recommendations.

5.7 Proposal Certification Statement: A proposal Certification and Contract Offer Form is included as the final page of this RFP. **This form must be completed and included in your proposal.**

5.8 Provide references for three projects completed in the past ten years. References should include:

Name and Location of Project
Completion Date
Construction Cost
Brief Project Description
Name of Owner's Representative
Owner's Representative phone number and email

All costs of the proposal process, interview (if scheduled) contract negotiation and related expenses are solely the responsibility of the Proposer. The District reserves the right to reject any proposal that is non-responsive to the requirements of this solicitation. Any change to the proposal or proposed team after the date of submission is grounds for being declared non-responsive.

Notwithstanding the above, the District reserves the right, at the sole discretion of the District, to request modifications to proposals that are in the best interest of the District.

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 contact 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

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

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.

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.

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.

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.

Part 6 - Selection Process

The District is seeking to retain a firm which is committed to producing quality facilities that meet or exceed the requirements of the program. The architect will be expected to work together with the District in order to facilitate communication that is detailed and clear.

The written proposals received in response to this RFP will be reviewed and ranked by a selection committee in accordance with the criteria listed below. Once the proposals are reviewed, the District will determine whether to conduct interviews. References for firms will be checked. The results of the proposal ratings, reference checks and interviews (if required), will be compiled to determine proposal rankings. The proposal rankings will then be submitted to the District Superintendent for a final determination.

The District will proceed to negotiate a contract with the top-ranked firm. At the District's discretion, if negotiations are not successful after 10 calendar days, the District may then proceed to negotiate with the second ranked firm and so forth until a successful contract is negotiated.

SCORING OF PROPOSALS / INTERVIEWS

Proposal Criteria	Item	Points
Firm team, general qualifications, experience	5.1	10
Qualifications of proposed staffing	5.2	10
Recent Educational Facility Experience	5.3	25
Overall Project Approach	5.4	30
Local Preference	5.5	10
Sustainability	5.6	15
 Total for Proposal		 100
 Interviews (if required)		 50

Selection Process Schedule

Publish RFP	June 19, 2018
Pre-Proposal Meeting	June 26, 2018
Last Date for Addenda	July 2, 2018
Proposals Due (12:00 noon)	July 6, 2018
Notification of Interviews (if required)	TBD
Notice of Award	July 13, 2018
Contract / Notice to Proceed	July 16, 2018

Part 7 – Miscellaneous Provisions

7.1 Comments and Appeals: Comments and requests for modifications concerning the specifications and requirements of the RFP must be received in writing, delivered by email or mail by 12:00 noon on June 22, 2018. No comments or requests for modification will be received or considered after this date and time.

The Superintendent or his designee will consider all appeals and render a prompt and final decision.

7.2 Modifications: Proposals may be withdrawn and/or modified any time until the due date and time for the submittal of proposals. After that time, Proposers may neither withdraw nor submit a proposal. However notwithstanding the above the District reserves the right, at the sole discretion of the District, to request additional information and permit modifications if the District believes that such modifications will be in the best interest of the District and that competition will not be impaired.

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.

7.3 Indemnity and Insurance: The Proposer shall be bound by the indemnity provisions and insurance requirements included in the Draft Agreement. If awarded the contract for architectural services under this RFP, the Proposer shall promptly submit to the District certificates of insurance at or exceeding limits stated in the Draft Agreement. Failure to submit

the required certificates within 7 calendar days of being notified of contract award shall be grounds for being declared non-responsive and for the award to be rescinded.

7.4 Proprietary Information: During the selection process the District will consider all submittals to be public information except for those pages that are marked proprietary information. The Proposers should satisfy themselves that only those pages that meet the definitions in the Oregon State Statutes and Rules are marked proprietary. The proposal from the firm executing a contract for this work will become part of the contract and as such will be public information in full.

7.5 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 GOVERNMENT ETHICS
ORS 279A, 279B PUBLIC CONTRACTS AND PURCHASING

OREGON ADMINISTRATIVE RULES

CHAPTER 137 PUBLIC PROCUREMENT RULES Divisions 046, 047

7.6 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.

7.7 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.

7.8 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.”

7.9 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. 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.

7.10 Restrictions on District Contact

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

A. Questions shall be submitted via e-mail (clinton_c@4j.lane.edu) or mailed to the attention of Amanda Clinton 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.

7.11 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.

7.12 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.”

**CERTIFICATIONS
LANE COUNTY SCHOOL DISTRICT 4J
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: _____