

**REQUEST FOR PROPOSALS**

**for**

**Fire Alarm Testing & Maintenance Services  
RFP 20-049**

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

Proposal Due Date and Time: Thursday, March 19, 2020, 2:00 PM  
Location: Facilities Management Offices  
715 W. 4<sup>th</sup> Avenue, Eugene, OR

Contact: Belinda Wilton  
Telephone: 541-790-7414

Mailing Address: Eugene School District No. 4J  
Purchasing  
715 W 4<sup>th</sup> Avenue  
Eugene, OR 97402

**FAXED PROPOSALS NOT ACCEPTED**

## CALL FOR SEALED PROPOSALS

**NOTICE IS HEREBY GIVEN** that sealed proposals will be accepted for the following items and services by Belinda Wilton, Facilities Management Purchasing Office, Eugene School District No. 4J.

Phone: 541-790-7414

Materials/Service:	Date:	Time:	Location:
Fire Alarm Testing & Maintenance Services	March 19, 2020	2:00PM	Facilities Management 715 W 4 <sup>th</sup> Ave, Eugene

Beginning March 2, 2020 Proposers may obtain RFP documents at the following hyperlink: <http://www.4j.lane.edu/bids/>. **Hard copies are not provided by the School District.**

**It shall be the responsibility of all Proposers to obtain RFP Documents and any and all Addenda from the hyperlink.**

Proposals must be received by the date and time indicated above at Facilities Management, Eugene School District 4J, 715 West 4<sup>th</sup> Avenue, Eugene, Oregon 97402 Attn: Belinda Wilton. Proposals received after the designated time and date will be returned unopened.

Proposers are required to certify non-discrimination in employment practices, and identify resident status as defined in ORS 279A.120. These forms are included in this document and must be returned with your proposal.

Pre-qualification of proposers is not required. All proposers are required to comply with the provisions of Oregon Revised Statutes and the 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.

School District 4J 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 System (ORPIN)  
4J Website

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For more information or for clarification of any part of this RFP, the District point of contact is Belinda Wilton, Facilities Management, Eugene School District No. 4J, 715 W 4th Ave, Eugene OR, 97402, Telephone (541) 790-7414. Questions must be emailed to: [wilton@4j.lane.edu](mailto:wilton@4j.lane.edu) and must be submitted NO LATER THAN March 10, 2020.

**PART 1  
STATEMENT OF WORK**

**1. PURPOSE**

The Eugene School District wishes to establish a contract with a vendor to provide district wide annual fire alarm testing and maintenance services. The quantity and equipment detail is shown within Appendix A. This proposal requests proposed costs, materials, and methods to provide fire alarm testing and maintenance services.

Testing is to occur once students and teachers are out for the summer and is to be completed by end of July, roughly 6-7 weeks of testing duration. Due to the testing continuation/overlap on the district fiscal years, for purposes of this proposal a year of service is defined as completing the entire district testing and maintenance in a summer. As an example this first year, or 2020 testing would include all sites listed in Appendix A with a date range starting testing on 6/15/20 and be completed no later than 7/31/20. After the 2020 testing, the District reserves the right to negotiate extension of the contract for up to two (2) years (2021 and 2022 testing), or issue another RFP or RFQ, whatever is deemed in the best interest of the District.

**2. SCOPE OF WORK**

4J will provide a floor plan indicating the location of FACP, NAC and Annunciators. 4J will go over the requirements of testing, staff notifications, fire department and central monitoring station communications (including account codes). In addition to the requested items below, all testing must be completed in accordance with NFPA and local authority having jurisdiction requirements.

1. Contractor is responsible for providing all ladders and lifts necessary to complete testing. If a scissor or other aerial lift is used on a wood floor then two layers of ¾" plywood are to be placed on the floor with staggered joints prior to use of equipment on top of plywood. Scissor lift model must be approved by 4J prior to ensure it doesn't exceed the capacity of wood floor systems.
2. Coordinate with school staff, facilities and central monitoring about the activities for the day at each site. Ensure notification is provided to staff at the school prior to audible testing.
3. Check the general condition of the fire alarm panel and related equipment.
4. Inspect all fire alarm control panels and remote panels.
5. Inspect all batteries, replace as needed with district provided batteries. The current cycle for preventative maintenance is to replace batteries every 5<sup>th</sup> year. Label the battery for the date it was installed.
6. Inspect and test all fire alarm devices, including detectors and pull stations.
7. Verify Central Monitoring receives all signals. Provide printout of testing from FACP and turn in with electronic report listed below.
8. Clean and test all of following (following manufacturer's recommendations. Historically 4J has had success with vacuuming, however we are open to other suggestions in your proposals):
  - smoke detectors
  - heat detectors
  - duct detectors
9. Inspect and perform tests on all output relay activations.
10. Inspect and perform tests on beam detection and OSID devices, if any present.
11. Test non-restorable heat detector circuits by simulating its electrical operations at the wiring connection.

12. Function test all accessible heat-actuating devices, both electrically and pneumatically, as per manufacturer's specification.
13. Inspect and exercise all supervised valves and switches.
14. The district has an elevator maintenance agreement, as of 2020 with Kone Elevator Company. For purposes of this contract this proposal needs to include service to coordinate and schedule with Kone to test and clean fire alarm system components directly related to elevator recall, shafts, machine rooms, etc.
15. During testing of the fire detection system, outputs will be operated for the purpose of equipment shutdown, start-up, and HVAC/smoke control.
16. Compile a complete report of inspection on 4J provided form, explain any deficiencies, and recommend corrective action to be taken. Alternatively the testing company is willing to submit their testing form for approval to use instead of 4J form.
17. Notify 4J of any deficiencies found before wrapping up testing at each site. This will ensure we have an opportunity to address immediately, or determine a correction schedule with this vendor or by using district labor.
18. Submit electronic report to 4J (4J will then submit through TCE compliance engine).

### 3. BACKGROUND INFORMATION

The district has several variations of Fire Alarm Control Panels, but is primarily Firelite with a balance of FCI and two other individual systems. System information is found in Appendix A.

### 4. INSPECTION OF SITES:

A walkthrough of sites is not planned at this time, however if propers would like to walk sites they can make a request and we can issue an addendum with date and time of available site inspection.

**PART 2  
PROPOSAL SUBMITTAL PROCEDURES**

1. GENERAL

- A. The term "vendor" or "proposer" shall refer to the firm or individual submitting a proposal.
- B. All proposals must be submitted utilizing the pages provided herein for that purpose.
- C. Proposer may submit a proposal on any or all items as given in the specifications and/or any single item.
- D. Proposals shall have arrived (by email, mail or hand delivery) within the time specified herein. FAX (facsimile) proposals are unacceptable. Delivery is the sole responsibility of the Proposer. If emailing the proposal you must send it to [wilton@4j.lane.edu](mailto:wilton@4j.lane.edu) **AND follow up with hard copies per proposal submittal section below.**
- E. By submitting a proposal, the proposer certifies that the proposal has been arrived at independently and has been submitted without any collusion designed to limit competition.
- F. Prices entered in the pricing section shall represent the proposer's net price per year after all trade and cash discounts have been considered. Furthermore the pricing submitted in proposal and invoicing needs to be broken down to per site for accounting purposes.
- G. The proposal submitted shall be signed in ink by a representative of the company authorized to bind the firm. Alterations or erasures shall be initialed in ink by the firm representative signing the document.
- H. The District is not liable for any cost incurred by a proposer prior to issue of a contract.

2. PROPOSAL SUBMITTAL

Two (2) copies of the proposal and all amendments must be signed and submitted by 2:00 PM, Thursday March 19, 2020 to Belinda Wilton, Facilities Management Purchasing, Eugene School District No. 4J, 715 W 4<sup>th</sup> Avenue, Eugene, Oregon 97402. Each proposal must be submitted in a sealed opaque envelope and designated as "Proposal: Fire Alarm Testing & Maintenance Services". The name and address of the proposer must appear on the outside of the envelope. An electronic version of the submission in .pdf format shall be sent to [Wilton@4j.lane.edu](mailto:Wilton@4j.lane.edu), or provided with the response on a compact disk (CD) or a USB Flash Drive ("thumbdrive"). Alternatively a proposal submittal can be electronic to [Wilton@4j.lane.edu](mailto:Wilton@4j.lane.edu) by due date, but must be followed up by hard copies as listed below within 3 business days of due date to be considered responsive.

In accordance with OAR 137-047-0450, the District confirms only the names of each Proposer will be read aloud at a public opening.

- a. Proposal is to include all required information to address items listed in this solicitation and is requested to be submitted in hard copy and electronic copy.
  - b. Elaborate art work, expensive paper, and expensive visuals are not necessary
- B. Hard Copy/Paper
- a. One (1) complete original, signed in ink
  - b. Printed with a font size no small than 10 point on 8-1/2 x 11 size paper
- C. Electronic
- a. Proposals files should be submitted in PDF format
  - b. One (1) complete copy preferred in one single file, but no more than three files

### 3. PROPOSAL FORMAT

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

#### Title Page

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

#### Response to Scope of RFP

Provide cost of the fire alarm testing and maintenance services for the 2020 year as noted in the summary in section one of this document. Include costs of subsequent years if contract was extended for the two subsequent years.

Provide your firms history on testing and maintenance of fire alarm systems.

Provide your firms approach, or means and methods to testing and maintenance of systems.

Provide four fire alarm testing reports as example reports. These should be of similar scope to those outlined in this proposal for services.

**To clarify, proposal should be the cost to complete testing of all sites in a single year during the districts summer break.**

#### References

Provide names, addresses, contact names, telephone numbers and e-mail addresses of at least three organizations or individuals for which similar work was performed.

Proposers shall indicate the office or nearest city for any non-office based staff of the service technicians and support staff. This will be used in local preference portion of evaluation.

#### Required forms to be provided with proposal to be considered responsive:

Provide completed forms found in part 5 and 6. These are the

- Non-Discrimination Clause and Resident Certificate and

- Signature page

All submitted materials will be reviewed confidentially by the evaluation committee and will not be available to the general public.

**PLEASE NOTE, EVEN IF SUBMITTED ELECTRONICALLY BY DUE DATE, YOU MUST PROVIDE HARD COPY PER PART 2 SECTION ABOVE.**

### 4. INQUIRIES

Questions or comments regarding this Request for Proposals or related technical issues should be directed in writing to the attention of Belinda Wilton, Facilities Management, 715 W. 4<sup>th</sup> Avenue, Eugene OR, 97402 541-541-790-7414, email: [Wilton@4j.lane.edu](mailto:Wilton@4j.lane.edu).

### 5. OPPORTUNITY TO COMMENT

Firms interested in formally commenting on this RFP, or addressing any area(s) in which they believe competition is unduly inhibited, may submit a signed written statement to the attention of Belinda Wilton, Facilities Management, 715 W. 4<sup>th</sup> Avenue, Eugene OR, 97402

541-541-790-7414, or by email: [Wilton@4j.lane.edu](mailto:Wilton@4j.lane.edu). Comments must be received by 5:00 p.m. seven (7) working days before opening.

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

6. ADDENDA

Addenda, if any, will be issued anytime up until three (3) calendar days prior to the proposal due date. Addenda will be posted on the district hyperlink: <http://www.4j.lane.edu/bids/>

7. ALTERNATE PROPOSAL

Where the product or service is not as specified, the proposal must clearly be marked "**alternative 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.

8. PROVISIONS

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

**OREGON REVISED STATUTES**

**ORS 244**

**ORS 279A, 279B**

**GOVERNMENT ETHICS**

**PUBLIC CONTRACTS AND PURCHASING**

**OREGON ADMINISTRATIVE RULES**

**CHAPTER 137**

**Divisions 046, 047**

**PUBLIC PROCUREMENT RULES**

9. 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.

10. 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.”

**PART 3  
PROPOSAL EVALUATION PROCEDURES**

**1. PROPOSAL REJECTION**

The District reserves the right:

- A. to reject any or all proposals not in compliance with all public procedures and requirements.
- B. to reject any proposal(s) not meeting the specifications set forth here in.
- C. to waive any or all irregularities in proposals submitted.
- D. to consider the competency of proposers in making any award.
- E. to follow the provisions of Section 137-046-0300 of the Oregon Attorney General's Model Public Contract Manual, in the event two or more proposals are for the same amount for the same work.
- F. to reject all proposals.
- G. to award any or all parts of any proposal.
- H. to request references and other data to determine responsiveness.
- I. to award any or all parts of a solicitation.

**2. SELECTION AND EVALUATION PROCESS**

Evaluation will be done by an evaluation committee consisting of various District management, supervisor, technical and administrative staff.

**3. EVALUATION FACTORS**

Points will be awarded as follows:

- |  |                 |
|--|-----------------|
| a. Price for one year per scope of work                              | 25 points       |
| b. Price for subsequent years per scope of work                      | 25 points       |
| c. Proposal format and company history                               | 15 points       |
| d. Format and clarity of example reports provided                    | 5 points        |
| e. Company approach to testing and cleaning of equipment and devices | 15 points       |
| f. References (3 non 4J employees)                                   | 10 points       |
| g. Local company office or staff (within 60 miles of 97402)          | <u>5 points</u> |
| Total  | 100 points      |

**4. PROPOSAL VALIDITY PERIOD**

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

**5. COMPETENCY OF VENDOR**

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

**6. BRAND NAME**

Manufacturer's names and/or brand names used in these specifications are for the purpose of identification and a basis for quality, and do not expressly or implicitly require or in any way limit what brands may be found in the course of maintenance and testing services.

**7. PROTEST OF AWARD**

In accordance with Oregon Model Contract Rules Manual Section 137-047-0740 any adversely affected Proposer has seven (7) calendar days from the date of the written notice of award to file a written protest.

**8. RESERVATION IN EVALUATION**

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

**PART 4**  
**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 \$3,000,000 in the aggregate naming the District, its employees, officials and agents as an additional insured as respect to work or services performed under this agreement. This insurance will be primary to any insurance the District may carry on its own.

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 WARRANTY

**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, 715 W. 4th, Eugene OR, 97402.**

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 lower price for this item if it wishes.

Prior to the end of a contract year, if a contract extension is available, the District will perform an annual review of the program to determine if the program has performed successfully. If the review results are successful, the District will offer a one year extension to the contract. Renewal periods are the only opportunity for price increases. Pricing for services should increase no more than the 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 OF PUBLIC CONTRACTS CONCERNING PAYMENT OF LABORERS AND MATERIALMEN, CONTRIBUTIONS TO INDUSTRIAL ACCIDENT FUND, LIENS AND WITHHOLDING TAXES**
- 279B.235**        **CONDITIONS CONCERNING HOURS OF LABOR**
- 279B.230**        **CONDITIONS CONCERNING PAYMENT FOR MEDICAL CARE AND PROVIDING WORKERS' COMPENSATION**

26. HAZARDOUS MATERIALS

Orders will not be accepted if they contain any hazardous materials and arrive without labeling 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 TABACCO PRODUCTS

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

29. FINGERPRINTING

All individuals with whom a Contractor/Business contracts, or any employee, agent or subcontractor of a Contractor must undergo a preliminary background check with the District. Individuals who will have direct, unsupervised contact with students shall also be required to submit fingerprints and to undergo a state and nationwide fingerprinting and criminal history records check pursuant to ORS 326.603 and ORS 326.607. The Oregon Department of Education provides such fingerprinting services for Contractors. Individuals, or the Contractor, and not the District, shall be responsible for the fees associated with fingerprinting and the criminal history records check, not to exceed the actual cost.

Note: ODE charges \$59 for the background check and there is an additional \$12.50 fee to have fingerprints completed for the background check.

<http://www.4j.lane.edu/hr/icbackgroundprocess/>

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.

**PART 5  
CERTIFICATIONS**

**NON-DISCRIMINANT 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: \_\_\_\_\_

\*\*\*\*\*

**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: \_\_\_\_\_ Date: \_\_\_\_\_

Print Officer's Name and Title: \_\_\_\_\_

**PART 6**  
**SIGNATURE PAGE**  
----- RFP 20-049 Fire Alarm Testing & Maintenance Services -----  
**LANE COUNTY SCHOOL DISTRICT NO. 4J**

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

The undersigned, by submitting an offer, represents that:

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

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

The undersigned 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 offer:

Addenda: No. \_\_\_\_\_ to No. \_\_\_\_\_ inclusive.

We therefore offer and make this offer on furnishing the requested equipment and/or services at the prices indicated herein in fulfillment of the specifications of Lane County School District No. 4J.

Name of Firm: \_\_\_\_\_

Doing Business As (if applicable): \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ FAX Number: \_\_\_\_\_

Federal ID Number: \_\_\_\_\_ URL Address: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Officer's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Type or Print Officer's Name: \_\_\_\_\_

Site	Monitoring Account #	FACP brand	Voice Evacuation	Annunciator(s)	SNAC(s)	Voice amplication power supplies	Horns	Horn/Speaker Strobes	Strobes	Smoke Detectors	Heat Detectors	Beam or OSID	Duct Detectors	Manual Pull Stations	Water Flow Switch	Supervisory Monitor	Building Area (SF)
Adams	L9-10207	Firelite	No	1	2	0	9	14	12	35	2	0	3	26	0	0	47667
Arts and Tech	L9-10231	Firelite	Yes	1	4	4	3	95	29	72	5	0	8	24	6	12	71970
Awbrey Park	L9-10237	Firelite	No	1	2	0	3	31	19	24	3	0	0	11	1	0	58375
Bailey Hill	L9-10216	Firelite	No	1	2	0	9	20	24	16	0	0	0	24	0	0	36442
Buena Vista (Meadowlark)	L9-10210	Firelite	No	1	1	0	12	35	25	30	4	0	1	36	0	0	45911
Building 2120	L9-10202	FCI	No	1	0	0	2	2	0	6	0	0	0	2	0	0	6836
Cal Young	L9-10225	FCI	No	1	4	0	0	85	55	64	7	0	9	34	2	0	90341
Charlemagne (Parker)	L9-10213	Firelite	No	1	4	0	11	35	30	26	1	0	1	40	0	0	42625
Chavez	L9-10200	FCI	No	2	7	0	5	50	59	181	7	0	5	22	2	0	66940
Churchill	L9-10232	FCI	Only in gym	4	13	1	16	120	124	161	7	0	16	63	1	7	234467
Crest Drive	L9-10226	Firelite	No	1	1	0	4	13	9	11	0	0	7	10	0	0	28081
ECCO Building	113-1154	Firelite	Yes	1	0	1	0	15	4	9	0	0	0	2	2	2	8728
Ed Center	L9-10223	FCI	No	2	6	0	0	85	55	107	54	0	3	50	3	8	73856
Edgewood	L9-10203	Firelite	No	1	2	0	9	34	16	17	2	0	0	35	0	0	36719
Facilities	L9-10224	Firelite	No	1	2	0	0	23	30	12	3	0	0	20	3	3	42700
Fox Hollow	L9-10220	Firelite	No	1	1	0	11	35	30	32	10	0	0	12	0	0	19337
Gilham	L9-10239	Firelite	No	1	3	0	0	54	24	54	16	0	12	30	3	3	74500
Harris (Camas)	L9-10230	Firelite	No	1	3	0	8	35	21	26	3	0	0	23	0	0	41327
Holt	L9-10201	FCI	No	2	5	0	6	47	54	156	5	0	5	22	2	0	67389
Howard	L9-10215	Firelite	Yes	1	4	2	15	50	34	55	9	0	2	13	2	5	89000
Kelly	L9-10208	Firelite	No	2	1	0	0	25	16	0	0	0	11	19	2	3	105730
Kennedy	L9-10222	Firelite	No	2	3	0	11	27	40	30	20	0	15	63	2	3	30383
Madison	L9-10211	FCI	No	1	6	0	1	99	74	64	6	0	9	29	6	0	86953
McCornack	L9-10233	Firelite	No	1	3	0	14	52	50	44	8	0	7	32	6	0	56532
Monroe	L9-10209	Firelite	No	2	2	0	5	26	15	18	2	0	0	32	0	0	87401
North Eugene	L9-10219	Notifier	No	1	3	0	0	55	27	123	12	3	11	34	1	0	206677
River Road	L9-10243	Firelite	Yes	1	2	2	0	76	30	52	7	2	7	11	4	8	69078
Roosevelt	L9-10206	Firelite	Yes	1	4	3	0	71	34	109	11	2	11	11	6	5	106967
Sheldon	L9-10212	FCI	No	2	6	0	20	94	116	151	48	0	15	62	3	2	224730
South Eugene	113-1153	FCI	No	2	6	0	65	48	2	200	32	2	20	40	2	1	311831
Spencer Butte	L9-10217	Firelite	No	1	1	0	5	25	16	34	1	0	1	15	1	0	82414
Spring Creek	L9-10221	Firelite	No	1	2	0	0	30	10	6	1	0	3	25	0	0	41387
Transportation (all buildings)	L9-10227	Firelite	No	2	0	0	2	14	11	10	0	0	0	6	0	0	23253
Twin Oaks	113-1152	Firelite	No	1	1	0	5	27	31	30	6	0	2	22	0	0	35198
Willagillespie	L9-10205	Firelite	No	1	3	0	3	52	27	51	3	0	0	42	0	0	57521
Willard	L9-10228	120V	No	1	0	0	2	15	0	0	0	0	0	14	0	0	6700
<b>Willard Swing School (Testing would begin Summer 2021)</b>	TBD	Firelite	Yes	1	Assume 3	Assume 2	assume 0	assume 50	assume 10	assume 10	assume 2	0	assume 12	assume 4	assume 4	assume 4	36000
		Totals	n/a	49	109	13	256	1614	1153	2062	304	9	187	993	60	62	2838501