

INTERMEDIATE SOLICITATION DOCUMENT (ISD)  
FOR  
CEILING AND WALL MOUNT PROJECTOR INSTALLATIONS  
ISD 16-406

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

DUE DATE:	May 11, 2016
TIME:	2:00PM
CONTACT:	Julie Cone
TELEPHONE:	541-790-7620
ELECTRONIC MAIL:	Solicitations@4j.lane.edu

MAILING ADDRESS:	Lane County School District 4J 200 North Monroe Eugene, Oregon 97402
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**ELECTRONIC QUOTATIONS WILL BE ACCEPTED**

## TABLE OF CONTENTS

SECTION	PAGE
Title Page	1
Table of Contents	2
PART 1 - Statement of Work	4
PART 2 - Submittal Procedures	6
PART 3 - General Terms and Conditions	8
PART 4 - Response Form	14
PART 5 - Certifications	15
PART 6 - Signature Page	16

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

Go to [www.boli.state.or.us](http://www.boli.state.or.us) for current Prevailing Wage Rates for Public Works projects.

**For more information or for clarification of any part of this ISD, including Technical Specifications, and the resulting evaluation, the SOLE District point of contact is Julie Cone, Lane County School District 4J, Financial Services, 200 North Monroe, Eugene, OR 97402. E-MAIL [Solicitations@4j.lane.edu](mailto:Solicitations@4j.lane.edu). ALL questions or comments regarding this ISD should be directed ONLY in writing, by no later than April 29, 2016 to the following E\_MAIL address: [Solicitations@4j.lane.edu](mailto:Solicitations@4j.lane.edu), Attn: Julie Cone. All questions will be reviewed and if necessary, at the sole discretion of the District, an Addendum or Addenda will be issued to address such questions by clarifying or amending the ISD.**

### Offer Deadline

Offers will be accepted until 2:00PM on Tuesday, May 11, 2016 at the Lane County School District 4J, Financial Services Office, 200 N Monroe Street, Eugene, Oregon 97402, either via mail or electronically. All Offers are to be clearly identified **“ISD 16-406 Ceiling and Wall Mount Projector Installations”**. Delivery of the response is the sole responsibility of the offeror. The offeror accepts all risks of late delivery of electronic offer or misdelivery by mail regardless of fault. All offers received after the date and time indicated will not be considered.

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

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

The E. MAIL address is [Solicitations@4j.lane.edu](mailto:Solicitations@4j.lane.edu). The District is not responsible for any failure attributable to the transmission or receipt of the electronic Offer including, but not limited to the following:

- Receipt of garbled or incomplete documents;
- Delay in transmission or receipt of documents;
- Failure of the Offeror to properly identify the Offer documents;
- Illegibility of Offer documents;
- Security and confidentiality of data

### Multiple Offers

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

### Right to Retain Offers

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

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

## **PART 1 STATEMENT OF WORK**

### **1. PURPOSE OF INTERMEDIATE SOLICITATION DOCUMENT (ISD)**

Lane County School District 4J is seeking offers from qualified firms to provide “**Ceiling and Wall Mounted Projector Installation Services**” on an hourly time and material basis. The services will include installing electrical outlets in conjunction with the installation of either overhead (ceiling mount) wall mount projectors and wall mount interactive projectors as well as the installation of VGA, RCA, HDMI, USB and CAT6 low voltage cabling. It is the intent of this ISD to establish a service contract with one or more qualified firm(s) to provide service in a reliable and timely manner. Contracts will be based on “as needed basis” and does not commit the District to an annual dollar amount.

### **2. CONTRACT TERM**

This contract shall commence as of contract execution and continue for one (1) year, where upon renewal, shall continue for each additional consecutive fiscal year until canceled or expiration of the contract term. This is a non-exclusive one-year annual contract (service provided routinely throughout the year), with a renewal provision (stated below) and escalation de-escalation clause (Page 8, #6). Service will be requested by Lane County School District 4J departments either by written request or oral (with follow-up confirmation of request) on an “as needed basis” against this contract.

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

- a. Service has been determined by the District to be satisfactory.
- b. Price remains firm for the additional year; adjusted only for any escalation/de-escalation allowed under the terms of the contract (Page 8, #6).
- c. Both parties agree to extend the contract for another year.

### **3. SCOPE OF WORK**

All cabling will be installed either inside a finished wall if possible or surface mounted using wire mold for electrical and Panduit LD surface raceway. These services could be maintenance repair, or enhancing an existing system, or under a construction/improvement contract as part of existing building renovation. The scope of work consists of furnishing all labor, equipment, and materials to provide the District with the following:

- Electrical installation which includes installation of cabling, receptacles, testing and labeling.
- Low voltage cabling installation, testing and labeling
- Surface pathway installation for both electrical and low voltage cabling
- Mounting projectors
- Calibrating projectors

### **4. MATERIALS INFORMATION**

Materials required for installation will be provided by the District, however the vendor may also be asked to provide materials for some projects. These materials will be

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

## **5. SPECIFICATIONS OF MATERIALS AND WORK PERFORMANCE**

The District has developed a series of documents that specify materials required on all work titled, "ADD, MOVE, AND CHANGE SPECIFICATIONS", which are available upon request. Contractor shall use the materials specified in these documents. The District's Technology Department will provide specifications and have final approval on projector, electrical and low voltage cabling designs. Work will be inspected by a technology employee before approval for payment is made.

## **6. TECHNICAL TRAINING REQUIREMENTS**

- A. Contractor must have a licensed electrician on staff and may not be sub-contracted for any work.
- B. A minimum of three references demonstrating Contractor's past installation experience in projector installations.
- C. At least 50% of the technicians, to include all on-site Journeymen Electricians.
- D. All Journeymen are to possess a current Oregon License.
- E. All Apprentices are to be actively enrolled in an Oregon State approved electrical apprenticeship program.
- F. Verification of the above requirements must be submitted in writing with the Offer.

## **7. EXPERIENCE**

The Offerors shall have a minimum of three (3) years experience satisfactorily installing projectors, electrical, and low voltage cabling including audio units. Offerors shall have experience in interfacing with live power systems and with other structure and finish systems.

### Qualifications

Offerors shall hold a Commercial Electrical License which includes a Limited Energy Class A License or higher issued by the State of Oregon.

### Permits

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

### General Information

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

## **PART 2 SUBMITTAL PROCEDURES**

### **1. GENERAL**

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

### **2. OFFER VALIDITY PERIOD**

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

### **3. OFFER SUBMITTAL**

Offers are to be submitted in one copy on the forms provided, signed and returned to: Lane County School District 4J, Attention: Julie Cone, Financial Services, 200 North Monroe, Eugene, OR 97402-4295. The name and address of the vendor, and **“ISD 16-406: Ceiling and Wall Mount Projector Installation Services”** must appear on the outside of the envelope. If Offer is sent electronically, the email subject line shall contain **ISD 16-406: Ceiling and Wall Mount Projector Installation Services”** and a cover sheet is required providing the same information as if mailing.

Contractor shall complete Response Form “Ceiling and Wall Mount Projector Installation Services”, Page 15, Part 4. Contractor shall certify to non-collusion practices on the Signature Page included as part of the Offer. Contractor shall certify to non-discrimination in employment practices on the Part 5 form, included as part of the Offer.

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

By submitting an Offer, the contractor certifies conformance to the applicable federal acts, executive orders, and Oregon statutes and regulations concerning affirmative action toward equal employment opportunities. All information and reports required by the Federal or Oregon state governments having responsibility for the enforcement of such laws shall be supplied to the District in compliance with such acts, regulation and orders.

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

### **4. ADDENDA**

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

## **5. SPECIAL TERMS AND CONDITIONS**

### **BRAND NAME**

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

### **SILENCE OF SPECIFICATIONS**

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

### **RESERVATION OF RIGHTS WITHOUT PREJUDICE**

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

## **6. PRICE -ESCALATION-DE-ESCALATION**

A Contractor may request labor price adjustment at each renewal period.

Adjustments must be within Current Consumer Price Index (CPI) for Portland/Salem. Price adjustments are subject to District approval.

**PART 3**  
**CONTRACT GENERAL TERMS AND CONDITIONS**

**1. GENERAL REQUIREMENTS**

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

**2. ORDINANCES, PERMITS, LICENSES**

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

**3. WAIVER OF PROVISIONS**

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

**4. CANCELLATION**

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

**5. CONTRACT BREACH**

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

**6. DAMAGES**

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

**7. HOLD-HARMLESS AND INDEMNIFICATION**

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



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

## **8. INSURANCE**

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

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

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

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

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

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

## **9. COPYRIGHTS**

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

## **10. LIENS, CLAIMS, OR ENCUMBRANCES**

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

## **11. DELIVERY INFORMATION**

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

## **12. DEFECTIVE ITEMS**

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

## **13. DELIVERABLES**

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

## **14. TIME OF DELIVERY**

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

## **15. WARRANTY**

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

### **AUTHORITY; BINDING OBLIGATION.**

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

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

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

#### **16. CONTRACT PAYMENTS**

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

#### **17. WITHHOLDING PAYMENT**

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

#### **18. RIGHT TO AUDIT**

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

#### **19. PRICING**

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

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

**20. DISTRICT PERSONNEL**

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

**21. CONTRACT ALTERATIONS**

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

**22. ORDER OF PRECEDENT**

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

**23. OTHER GOVERNMENT AGENCIES**

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

**24. NON-DISCRIMINATION CLAUSE**

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

**25. PROVISIONS BY REFERENCE**

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

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

**279B.235      CONDITIONS CONCERNING HOURS OF LABOR**

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

**26. HAZARDOUS MATERIALS**

Orders will not be accepted if they contain any hazardous materials and arrive without labeling meeting Oregon Administrative Rule 437-155-0020 (OSHA Hazard Labeling

Rules). The shipment must also include Material Safety Data Sheets (MSDS) essentially similar to Form OSHA 20, as required by Rule 437-155-0025.

**27. RECYCLABLE PRODUCTS**

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

**28. USE OF TOBACCO PRODUCTS**

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

**29. FINGERPRINTING**

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

**30. TAXES**

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

**31. DISPUTE RESOLUTION**

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

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

**32. DEBARMENT CERTIFICATION.**

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

**PART 4**  
**RESPONSE FORM**  
**ISD 16-406 CEILING AND WALL MOUNT PROJECTOR INSTALLATION SERVICES**

Proposal for: **CEILING AND WALL MOUNT INSTALLATION SERVICES**

Submitted to: Financial Services  
Lane County School District 4J  
200 North Monroe  
Eugene, Oregon 97402-4295

Due Date: May 11, 2016  
Time: 2:00PM

From: \_\_\_\_\_  
(Company Name) (Date)

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

**1. Fee: Hourly Rate**

**A. Regular Rate:** \$ \_\_\_\_\_

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

**2. Percent Markup on Materials: \_\_\_\_\_ %**

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

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

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

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

**PART 5  
CERTIFICATIONS**

**ISD 16-406 CEILING AND WALL MOUNT PROJECTOR INSTALLATION SERVICES**

**BOTH SECTIONS MUST BE COMPLETED AND SIGNED**

**NON-DISCRIMINATION CLAUSE**

Offer 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 Offer who is in violation of this clause shall be barred from receiving awards of any PO 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 Offer: \_\_\_\_\_

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

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

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

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

\*\*\*\*\*

**II. RESIDENT CERTIFICATE**

Please Check One:

\_\_\_\_\_ Resident Offer: Offer 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 Offer is a "resident bidder" under ORS 279A.120(1)(b).

Or

\_\_\_\_\_ Non-Resident Offer: Offer does not qualify under requirements stated above.

Please specify your state of residence: \_\_\_\_\_

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

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

**PART 6**  
**SIGNATURE PAGE**  
**LANE COUNTY PUBLIC SCHOOLS DISTRICT 4J**  
**ISD 16-406 CEILING AND WALL MOUNT INSTALLATION SERVICES**  
**DUE: MAY 11, 2016, 2:00 PM**

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

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

- A. Offer 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 Offer as being non-responsive.

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

The undersigned Offer certifies that the Offer 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 Offer, 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 Offer: \_\_\_\_\_

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

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

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

Federal ID Number: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

URL: \_\_\_\_\_

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

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