



# South Lane School District

Request for Proposal for Fiber Maintenance.

Opening: February 6th, 2024

Deadline for Responses: March 8th, 2024

Review Date: March 11th, 2024

Notice of Results to Proposers: March 15th, 2024

Responses should be sent to:

Jesse Baber

455 Adams Ave.

Cottage Grove, OR, 97424

## **I. Request for Proposal Overview**

**Purpose:**

South Lane School District's goal is to secure a qualified firm to provide both preventative maintenance and emergency restoration services of its self constructed fiber optic network that includes all of our locations within the city limits of Cottage Grove, Oregon.

The District will select one contractor to provide these services.

1. The South Lane School District 45J3 (SLSD) is soliciting proposals from firms qualified in outside plant fiber optic cabling. Qualified firms will have not less than 5 years public project experience within the state of Oregon.
2. The District reserves the right to reject any or all proposals or to waive any irregularities therein.
3. No proposal may be withdrawn for a period of sixty (60) days after the date set for the submission of the proposals.
4. It is the sole responsibility of the firm submitting the proposal to see that it is delivered on time. Proposals received after 4:30 PM on March 8th, 2024 will be returned unread.
5. If a contract between SLSD and selected Proposer cannot be consummated, SLSD reserves the right to contact other proposers and initiate contract discussions at its discretion. SLSD also reserves the right to enter into additional negotiations regarding price, scope of service and other terms.
6. All proposals and materials submitted become the property of SLSD.
7. All questions and correspondence should be directed to Jesse Baber. Contact with District personnel other than Jesse Baber regarding this RFP may be grounds for elimination from the selection process.
8. The final decision to select or reject a firm to provide services will be made by the evaluation team.
9. No proposal will be received or considered by the District unless the bid contains a statement as to whether the Proposer is a resident bidder.

10. Pursuant to ORS 279A.215 and Oregon Attorney General's Model Public Contract Rules, this solicitation is a Permissive Cooperative Procurement and as such, other public agencies shall have the ability to purchase the awarded goods and services from the awarded Contractor(s) under terms and condition of the resultant contract.
11. Bidders must provide their SPIN and FCC number to the district as part of their Proposal. Failure to acquire and/or include the Bidder's SPIN number will result in rejection of the Proposal. Bidders must provide their SPIN and FCC number to the district as part of their Proposal. Failure to acquire and/or include the Bidder's SPIN number will result in rejection of the Proposal.

## **II. Introduction**

### **General Overview of South Lane School District 45J3**

South Lane School District serves the majority of students in South Lane County. The school district is located in Cottage Grove, Oregon, which is approximately 20 miles south of Eugene. Cottage Grove has a population of approximately 9,300 within city limits. There are seven schools; two K - 5, two K - 8, one middle school, one 9-12 alternative high school, and one 9-12 comprehensive high school. The district also has two charter schools. Elementary and K-8 schools range in enrollment from 100 to 500 students. The middle school enrollment is approximately 530 students. The alternative high school has an enrollment of 83 students. Cottage Grove High School serves grades 9-12 with a population of approximately 800 students.

### **Staff**

The South Lane School District employs 150+ licensed staff, 150+ classified staff, 17 administrators (school and central office), five supervisors and seven District Service Center support staff. Approximately 50% of licensed staff have advanced degrees. The average for South Lane School District teachers teaching in South Lane is 11.3 years. There are more than 30 teachers who have taught in South Lane for 20 or more years. The average class size in South Lane School District ranges from 20-27 students to one licensed teacher. More than 200 hours of educational assistant time supports this ratio.

### **Funding**

The award in part or in whole is contingent upon available funding. In the event adequate funds are not appropriated and allocated by a school the District reserves the right to cancel any solicitation and/or requirements of the contract at no penalty.

### **III. Statement of Work**

#### **Statement of Work:**

SLSD is issuing a Request for Proposals (RFP) from firms qualified to maintain its existing self constructed fiber optics network.

The District reserves the right to award one or more contracts from this RFP, and may assign the terms of this contract to other public agencies.

There will be a mandatory pre-proposal conference held at the technology office at 1 p.m., Friday, February 23, 2024. All potential proposers must attend this conference in order to be qualified to submit a proposal. Statements made by district representatives at the pre-proposal conference do not change the terms of this RFP unless those statements are confirmed in a written addendum issued by the district. There will be an opportunity to view the fiber construction maps and details at the mandatory meeting. Site visits may be scheduled by appointment only.

#### **Project Description:**

SLSD is seeking a qualified firm to provide preventative maintenance and emergency restoration services for its self constructed fiber optic network.

Prices must be guaranteed for the duration of E-Rate Year 2024-2025, or the internal connections funding cycle as set by the Schools and Library Company and FCC, or until all work associated with the project is complete (including any SLD approved extensions).

A funding commitment decision letter (FCDL) may not be received prior to the dates listed in the timeline described under the section “Scheduling of the Work”. In the absence of an FCDL, the SLSD may, at its option, proceed with work or forgo any or all portions of the proposed work. This decision is solely at the SLSD’s discretion.

#### **Scope of Work:**

- Provide call before you dig locate services for the district owned fiber that resides in the right-of-way and on district property (by request of the district).
- Routine maintenance and inspection
- Emergency restoration in the event of a fiber break or damage to existing outside plant fiber optic cable(s)
- Replacement of damaged outside plant fiber optic cable(s) when necessary to restore existing services

- Cooperation with utility companies where necessary
- Standby services - Anytime the district has reasonable advanced knowledge of excavation or construction that is occurring near outside plant fiber optic cables a qualified representative will be on-site to help prevent any damage to the existing cabling and/or conduits.

#### **IV. Terms and Conditions**

- 1. Contract:** Means the entire written agreement between the parties, including but not limited to the Request for Proposal and its specifications, terms and conditions; instructions to bidders; change notices, if any; the accepted bid; and the purchase order.
- 2. Amendments:** The terms of this contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of SLSD.
- 3. Waiver:** Failure of SLSD to enforce any provision of this contract shall not constitute a waiver or relinquishment by South Lane School District 45J3 of the right to such performance in the future nor of the right to enforce any other provision of this contract.
- 4. Assignment/Subcontract:** Contractor shall not assign, sell, transfer, subcontract or subject rights, or delegate responsibilities under the contract, in whole or in part, without the prior written approval of SLSD. No such written approval shall relieve the Contractor of any obligations of this contract, and any transferee or subcontractor shall be considered the agent of Contractor. Contractor shall remain liable as between the original parties to the contract as if no such assignment had occurred.
- 5. Successor in Interest:** The provisions of this contract shall be binding upon and shall inure to the benefit of the parties to the contract and their respective successors and assigns.
- 6. Compliance with All Government Regulations:** Contractor shall comply with all federal, state and local laws, codes, regulations, executive orders, and ordinances applicable to the work under this Contract. The Contractor shall comply with the clauses required in every public contract entered into in the State of Oregon as set forth in ORS 279B.220, 279B.225, 279B.230, 279B.235, 279C.505, 279C.510, 279C.515, 279C.520, and 279C.530, which are hereby incorporated by reference. Failure to comply with such requirements shall constitute a breach of contract and shall be grounds for contract

cancellation. Damages or costs resulting from noncompliance shall be the sole responsibility of Contractor.

7. **Nondiscrimination:** Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
8. **Severability:** If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.
9. **Attorney Fees:** In the event a lawsuit of any kind is instituted on behalf of SLSD to collect any payment due or to obtain performance of any kind under this contract, Contractor shall pay such additional sums as the court may adjudge as reasonable attorney fees plus all costs and disbursements at trial and on any appeal.
10. **Hold Harmless:** Contractor shall indemnify, defend, and hold harmless SLSD and its officers, subcontractors, agents, or employees under this contract.

To the fullest extent permitted by law, Contractor agrees to fully indemnify, hold harmless, and defend SLSD, its directors, officers, and employees from and against all claims, demands, losses, suits, damages, losses, attorney fees, and costs of every kind and description and expenses incidental to the investigation and defense thereof, resulting from, based upon or arising out of, or incidental, or in any way connected with any act, omission, fault or negligence in whole or in part of Contractor, its agents, contractors, subcontractors, or employees in the performance or nonperformance of Contractor's obligations under this Contract.

The obligations of Contractor under this section will not in any way be affected or limited by the absence in any case of insurance coverage or by the failure or refusal of any insurance carrier to perform any obligation on its part to be performed under insurance policies affecting this Contract. In no way shall the Contractor limit its liability under this Contract.

This indemnity shall survive the termination of this Contract or final payment hereunder. This indemnity is in addition to any other rights or remedies which SLSD and the other parties to be indemnified may have under the law or under this Contract. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, SLSD may in its sole discretion reserve, retain or apply any monies due to the Contractor under the contract for the purpose of resolving such claims; provided, however, that SLSD may release such funds if the Contractor provides SLSD with adequate assurance of the protection of SLSD's interests. SLSD shall be the sole judge of whether such assurances are adequate.

- 11. Warranties:** Unless otherwise stated, all equipment shall be new and current model and shall carry full factory warranties. Contractor warrants all goods delivered to be free from defects in labor, material and manufacture and to be in compliance with bid specifications. All implied or expressed warranty provisions of the Uniform Commercial Code (ORS Chapter 72) are incorporated in this contract. All warranties shall run to SLSD.
- 12. Safety and Health Requirements:** Equipment and services supplied shall comply with all federal Occupational Safety and Health Administration (OSHA) requirements and with Oregon safety and health requirements, including those of the State Workers' Compensation Department.
- 13. Delivery:** All deliveries shall be F.O.B with all transportation and handling charges paid by Contractor. Responsibility and liability for loss or damage shall remain with Contractor until final inspection and acceptance when responsibility shall pass to SLSD except as to latent defects, fraud and Contractor's warranty obligations.
- 14. Inspections:** Goods furnished under this contract shall be subject to inspection and testing by SLSD at times and places determined by SLSD. If SLSD finds goods furnished to be incomplete or not in compliance with bid specifications, SLSD may cancel the order in whole or in part. Nothing in this paragraph shall adversely affect the SLSD as buyer, including the rights and remedies associated with revocation of acceptance under ORS 72.6080.
- 15. Cash Discount:** If SLSD is entitled to a cash discount , the period of computation shall commence on the date the entire order is delivered or the date the invoice is received, whichever is later.
- 16. Payment:** Payment for completion of SLSD contracts are normally made within 30 days following the date the entire order is delivered or the date the invoice is received, whichever is later. After 45 days, contractors may assess overdue account charges up to a maximum rate of two-thirds of one percent per month on the outstanding balance (ORS 293.462).
- 17. Access to Records:** SLSD and its agencies, the federal government and their duly authorized representatives shall have access to books, documents, papers, and records of Contractor which are directly pertinent to this contract for the purpose of making audit, examination, excerpts and transcripts.

**18. Termination for Default:**

- a. SLSD may, by written notice of default to the Contractor, terminate this Contract in whole or in part if the Contractor fails to (i) Deliver the supplies or to perform the services within the time specified in this Contract or any extension; (ii) Make progress, so as to endanger performance of this Contract; or (iii) Perform any of the other provisions of this Contract.
- b. SLSD's right to terminate this Contract under subdivision (a) of this clause may only be exercised if the Contractor does not cure such failure within 10 calendar days (or more if authorized in writing) after receipt of the notice from the SLSD specifying the failure.
- c. If SLSD terminates this Contract in whole or in part under the default provisions, it may acquire, under the terms and in the manner which SLSD considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to SLSD for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.
- d. Contractor shall be paid the contract price only for completed supplies or services delivered and accepted. If it is later determined by SLSD that Contractor had an excusable reason for not performing, such as a strike, fire, flood, or other event that is not the fault of, or is beyond the control of, Contractor, SLSD may allow Contractor to continue work, or may treat the termination as a termination for convenience.
- e. The rights and remedies of SLSD in this Article are in addition to any other rights and remedies provided by law or under this Contract.

**19. Termination for Convenience:** This contract may be terminated by mutual consent of both parties or by SLSD, in whole or in part, at its discretion. SLSD may cancel an order for goods at any time with written notice to Contractor, stating the extent and effective date of termination. Upon receipt of this written notice, Contractor shall stop performance under this contract as directed by SLSD. If this contract is so terminated, Contractor shall be paid in accordance with the terms of the contract for goods delivered and accepted which cannot be mitigated by resale as provided in the Uniform Commercial Code (ORS 72.7060). SLSD will not be responsible for payment for any work performed after the time of termination. After termination, the Contractor shall promptly submit to SLSD its termination claim for payment. If the contractor has any property in its possession

belonging to SLSD, the Contractor will account for the same, and return it to SLSD in the manner SLSD determines.

- 20. Force Majeure:** Neither party to this contract shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under the contract. South Lane School District 45J3 may terminate this contract upon written notice after determining such delay or default will reasonably prevent successful performance of the contract.
- 21. Breach of Contract:** Should Contractor breach any of the provisions of this contract, South Lane School District 45J3 reserves the right to cancel this contract upon written notice to Contractor. Contractor shall be liable for any and all damages incidental and consequential suffered by South Lane school District 45J3 as the result of Contractor's breach of contract. South Lane School District 45J3 shall have any and all remedies provided under the Uniform Commercial Code (ORS Chapter 72) and any other relevant areas of law in the event of breach by Contractor.
- 22. Award to Foreign Contractor:** If the amount of this contract exceeds \$ 10,000 and if the contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue all information required by that Department relative to this contract. South Lane School District 45J3 shall withhold final payment under this contract until Contractor has met this requirement.
- 23. Remedies:** This contract shall be governed by and construed in accordance with the laws of the State of Oregon as interpreted by the Oregon courts, and any litigation arising out of this contract shall be conducted in the courts of the State of Oregon.
- 24. Permits:** If required, the successful Contractor shall procure all permits. Contractor shall provide SLSD copies of all permits.
- 25. Smoking:** All school grounds within South Lane School District are smoke free.
- 26. Hazard Communications:** Products which contain hazardous chemicals, as defined by Oregon Administrative rules Chapter 437 shall be accompanied with a Material Safety Data Sheet (MSDS) when purchased.

- 27. Work Product:** All work product of Contractor that results from this Agreement (the “Work Product”) is the exclusive property of SLSD. Work Product shall include but not be limited to all data, information in any form, documents, research, analysis and other any work subject to intellectual property laws and doctrines. SLSD and Contractor intend that such Work Product be deemed “work for hire” of which SLSD shall be deemed the author. If for any reason the Work Product is not deemed “work for hire,” Contractor hereby irrevocably assigns to SLSD all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as SLSD may reasonably request in order to fully document such vested rights in SLSD. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC Section 106A or any other rights of identification or authorship or rights of approval, restriction or limitation on use or subsequent modifications.
- 28. Non Appropriation of Funds:** If the District’s legislative body or other funding authority does not appropriate funds for the contract payment for the contract year or any subsequent appropriation period and SLSD does not otherwise have funds available to lawfully pay the contract payments (“Non-Appropriation Event”) SLSD may, subject to the conditions herein and upon prior written notice to Contractor (“Non-Appropriation Notice”), effective 60 days after the later of Contractor’s receipt of the same or the end of the District’s appropriation period (“Non-Appropriation Date”), terminate the contract and be release of its obligation to make all contract payments due after the Non-Appropriation Date. As a condition to exercising its right under this provision SLSD shall provide in the Non-Appropriation notice a certification of responsible official that the Non-Appropriation Event has occurred and pay the Contractor all sums payable to the Contractor under the contract for services received, excluding termination fees, up to the Non-Appropriation Date.
- 29. Prevailing Wage Rates (BOLI):** Prevailing Wage Rates apply to this project. Contractor shall comply fully with the provisions of ORS 279C.800 through 279C.870 and may be subject to the federal Davis Bacon Act (40 USC 3141, et seq.). The Contractor shall pay workers at no less than the specified minimum hourly rate of wage as provided in the Oregon Bureau of Labor and Industries (BOLI) publication titled "Prevailing Wage Rates for Public Works Contracts in Oregon, which is incorporated herein by reference, [http://www.oregon.gov/BOLI/WHD/PWR/Pages/pwr\\_book.aspx](http://www.oregon.gov/BOLI/WHD/PWR/Pages/pwr_book.aspx). Every subcontract shall contain a provision requiring payment of prevailing wage pursuant to the provisions of ORS 279C.800 through 279C.870.

- a. Certification of rate or wage by Contractor or subcontractor: The contractor or the Contractor's surety and every subcontractor of the subcontractor's surety shall file certified statements with the public agency in writing, on a form prescribed by the commissioner of the Bureau of Labor and Industries, certifying the hourly rate of wage paid each working whom the Contractor or the subcontractor has employed upon the public works, and further certifying that no worker employed upon the public works has been paid less than the prevailing rate of wage or less than the minimum hourly rate of the wage specified in the contract. The certificate and statement shall be verified by the oath of the Contractor or the Contractor's surety or Subcontractor or the Subcontractor's surety that the Contractor or the Subcontractor has read the statement and certificate and knows the contents thereof and that the same is true to the Contractor or Subcontractor's knowledge. The certified statements shall set out accurately and completely the payroll records for the prior week, including the name and address of each worker, the worker's correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid.
- b. If the Contractor does not file certified payroll as required (at least once per month) SLSD will withhold 25% of the amounts due the Contractor, in addition to any other required retainage.
- c. If a first-tier Subcontractor does not file certified payroll reports as required, the prime Contractor shall withhold 25% of amounts due the first-tier Subcontractor.
- d. Each certified statement required by subsection (a) of this section shall be delivered or mailed by the Contractor or Subcontractor to the public contracting agency. Certified statements shall be submitted to the public contracting agency once a month by the fifth business day of the following month, for each week workers are employed. Information submitted on certified statements may be used only to ensure compliance with the provisions of ORS 279C.800 to 279C.870.
- e. Each Contractor or Subcontractor shall preserve the certified statements for a period of three years from the date of completion of the contract.
- f. Certified statements received by a public agency are public records subject to the provisions of ORS 192.410 to 192.505. As such, they must be made available upon request per SLSD's board policy KBA.
- g. Contractor shall include in every subcontract a provision requiring their Subcontractors to have a public works bond filed with the CCB before starting work on the project, unless exempt, Contractors shall verify that all of their subcontractors have filed a public works bond with the CCB.

**E-Rate Specific Terms:**

30. Contractor holds a valid Service Provider Identification Number (SPIN) and is not “Red-Light Status” with the FCC.
31. These products or services may depend on partial funding from the E-rate program.
32. SLSD expects the contractor to make themselves thoroughly familiar with any rules or regulations regarding the E-rate program.
33. Contract may be contingent upon the specific funding of the FRN at the percentage rate submitted for.
34. The maximum percentage SLSD will be liable for is the pre-discount amount minus the funded amount as shown on the form 471 block 5. The Contractor will be responsible for invoicing the Schools and Libraries Division for the funded amount unless the applicant elects to proceed without receipt of a Funding Commitment Decision letter.
35. In the event of questions during the E-Rate audit process, Contractor is expected to reply within 3 days to questions associated with their proposal.
36. In addition, SLSD reserves the right to fund, or partially fund (proceed with project or purchase) or not to fund regardless of E-rate approval.

## **V. Instructions to Bidders**

### **A: SUBMISSION REQUIREMENTS:**

The following describes the required format for providing a response to this RFP. The District reserves the right to consider non-responsive any submission that does not adhere to this format. The purpose of this section is to ensure uniformity in the submission of information essential to the understanding and evaluation of each firm’s qualifications. There is no intent to limit the contents of responses. **Proposers shall refrain from including marketing materials.**

Responses shall be submitted as an original and three (3) copies. Submit responses on 8.5” x 11” white bond paper. Responses must be typed, all erasures, or other changes must be initialed by the person signing the response. All copies shall be complete, individually bound, and one copy shall be identified as the original and bear the original signature of the party offering the response.

By submitting a proposal for the Contract, the Proposer expressly represents that the Proposer has read and understands the terms and conditions contained in this RFP, and that Proposer

agrees to be bound by such terms and conditions. A Proposer further represents that it takes no exception to any terms, conditions, obligations, or requirements of the form of Contract.

Responses must be submitted in a sealed envelope, or other sealed container which is clearly marked with the RFP Title (Request for Proposal for Internal Structured Network Cabling Upgrades and Rack upgrades and installation). Responses must be received by the closing date and time stated on the face of this document. Submit responses via US mail, in person, or by other courier to:

Jesse Baber - Technology Supervisor

South Lane School District

455 Adams Ave.

Cottage Grove, OR 97424

Phone: (541) 767-3378

Email: [jesse.baber@slane.k12.or.us](mailto:jesse.baber@slane.k12.or.us)

Pursuant to ORS 192.501(2); 646.461 to 646.475, all information contained in the response designated as confidential must be clearly marked and separated from other non-confidential information at the time the response is submitted.

1. Each response shall include information demonstrating the following:  
Proposals should contain sufficient information for the District to determine which Proposer will be most qualified to furnish the Systems that are contemplated by this RFP. The proposal should include the following information:
  - a. Name of the firm and the managing principal
  - b. Principal place of business and all field offices.
  - c. Size of the firm and current workload.
  - d. list of references including names, addresses, and phone numbers of no more than 6 individuals or organizations familiar with the firm's performance.
  - e. Identify the key client contact responsible for the administering of this contract and assigning staff, and who will be the key and single point of contact to the District.
  - f. Provide a list of any projects your firm has provided services for the South Lane School District 45J3 or other Oregon School District within the last 5 years.
  - g. Provide list of potential sub-contractors engaged by the firm for similar projects.
  - h. A statement that Proposer, if selected, shall provide the insurance coverage required in the RFP.
  - i. Pricing, each proposer shall include pricing per site for evaluation. Price shall include a breakdown of all materials, labor, and other expenses necessary for

completion of work.

The proposal should include the names and addresses of any clients of the Proposer or any other persons or entities who have made claims against the Proposer within the last five years alleging that the Proposer breached a contract for services, was negligent in performance of services, or otherwise caused harm or damage to the claimant. Describe the nature and current status of the claims.

If the Proposer believes that there are additional services that may be appropriate for this proposal but are not identified in this RFP, Proposer should include a description of the additional services recommended and describe how the additional services would benefit the District.

The proposal should identify any confidential information that the Proposer contends is exempt from disclosure under ORS 192.501 or 192.502. SLSD will endeavor in good faith to honor appropriate requests for exemption from disclosure, but the District reserves exclusive discretion to determine whether information qualifies for a statutory exemption.

## B. PRE-OPENING MODIFICATIONS OR WITHDRAWAL OF PROPOSALS

### 1. Modifications:

Once submitted, proposals may be modified in writing prior to the time and date set forth in the proposal closing. Any modifications shall be prepared on the proposer's letterhead, signed by an authorized representative of the proposer, state that the new document supersedes or modifies the prior proposal and be submitted in a sealed envelope, appropriately marked. To ensure integrity of the proposal process, the envelope containing any modifications to a proposal shall be marked as follows:

#### **Proposal Modification Solicitation Number and Document Title**

2. Withdrawals: a. Proposals may be withdrawn by written notification on the proposer's letterhead, signed by an authorized representative of the proposer, and received prior to the time and date set for proposal closing. Proposals also may be withdrawn in person, prior to the scheduled proposal closing, upon presentation of appropriate identification.

b. Unopened proposals withdrawn under (A) may be released to the proposer after voiding any date and time stamp used;

c. Request to withdraw mailed proposals shall be marked as follows:

#### **Proposal Withdrawn Solicitation Number and Document Title**

## C. REQUEST FOR CHANGE OR PROTEST OF SOLICITATION SPECIFICATIONS OR

## CONTRACT PROVISIONS

1. Time for Submission of Request for Change or Protest. Requests for change or protests of solicitation specifications or contract provisions shall be presented to the District Office, in writing, six (6) calendar days prior to proposal closing. Such request for change or protest shall include the reasons for the request or protest, and any proposed changes to specifications or provisions. No request for change or protest of the content of solicitation specifications or contractor provisions shall be considered after the deadline established for submitting such request or protest.
2. Extension of Closing Date. If any request for change or protest is received in accordance with section (1) above, the proposal closing date may be extended if the District determines an extension is necessary to allow consideration of the request or protest and issuance of any addenda to the solicitation documents.
3. Identification of Request for Change or Protest. Envelopes containing requests for change or protests of solicitation specifications or contract provisions shall be marked as follows:

**Solicitation Specifications (or Contract Provisions) Request for Change (or Protest)  
Solicitation Document (or Other Identification)**

## D. PROTEST OF CONTRACTOR SELECTION, CONTRACT

### 1. Notice of Award.

The District's written notice of contract award shall constitute a final decision of the District to award the contract or proceed with the purchase if no written protest of the contractor selection or contract award is filed with the District's Superintendent within seven (7) calendar days following issuance of the award documents. If a protest of contractor selection or contract award is timely filed by an actual aggrieved proposer, the award documents shall constitute a final decision of the District only upon issuance to the protesting proposer of a written decision denying the protest and affirming the selection or the award.

### 2. Right to Protest.

A proposer may protest the Intent to Award a Contract if:

1. The proposer is adversely affected because the Proposer would be eligible for Award of the Contract in the event that the Protest were successful and;
2. The reason for the Protest is that (burden of proof is upon the protestor):
  - a. All higher scoring Offers are non-responsive;
  - b. The District has failed to conduct the evaluation of offers in accordance with the criteria or processes described in the solicitation;
  - c. The District's evaluation of offers or the District's subsequent Intent to Award is otherwise in violation of state law.

Protests must be made in writing and shall specify the grounds for the protest as outlined above.

Protests may be delivered via the United State Postal Service certified mail to: District service Center, 455 Adams Ave., Cottage Grove, OR 97424 or delivered by hand. The protestor is responsible to ensure receipt of the protest.

The protestor must serve all other proposers with notice of its appeal to allow for rebuttal. The District must not consider a protest submitted after 12:00 Noon on the seventh (7) day after the date of Notice to Intent to Award.

The District must issue a written disposition of the protest in a timely manner. The District has the authority to settle any protests. If the District representative does not settle the protest, the District's Superintendent, or designee, has the authority to resolve the protest. If the District upholds the Protest, in whole or in part, the District may in its sole discretion either award the contract to the successful protestor or cancel the solicitation.

The protestor must exhaust all administrative remedies before seeking judicial review.

#### E. ACCEPTANCE OF CONDITIONS

Each proposer by the submission of a proposal assents to each and every term and condition set forth anywhere in these specifications and agrees to be bound thereby.

#### F. INTERPRETATION OF SPECIFICATION

Any interpretation upon the foregoing or annexed specifications, either verbal or written, attempted to be placed thereon by any person other than the Director of Administrative Services coordinator or his/her designee will not be binding upon the District.

## VI. Evaluation and Selection Process

Proposals should provide a straightforward, complete and concise description of the firm's capabilities to satisfy the requirements of the RFP.

### Evaluation Factors:

1. **Project Cost:** The proposal with the lowest price receives the maximum score. Each subsequently high price shall be deducted 5 points. For example, if Proposal A has the lowest cost their score would be 40 points, Proposal B with the second lowest cost would score 35. **70 Points**
2. Demonstrated past performance of work described in Statement of Work for other individuals or entities other than school districts, provide or list references including names (contact person), addresses, and telephone numbers of individuals and entities familiar with your firm's performance. This category will be evaluated by overall

assessment of references for similar projects including references, representation of customer service and satisfaction related to the scope of work and record of completing projects within the specified time frame and budget. **10 Points**

3. Demonstrated past performance (within the past 5 years) of services within the statement of work performed for any Oregon school districts or similar educational entities. This category will be evaluated by overall assessment of references for similar projects including references, representation of customer service and satisfaction related to the scope of work and record of completing projects within the specified time frame and budget. 10 Points
4. Adheres to ALL specifications and requirements of RFP. **10 Points**

The District reserves the right to select a final Firm that is in the best interest of the District.

Contract will be awarded to one proposer who in the District's judgment has submitted a proposal that best meets the District's requirements. The District Board Directors may make the final decision on award of the Contract.

All Proposers not selected will be notified of the District's decision by receiving a copy of the notice of selection sent to the selected Proposer. After the District selects the Contractor to perform the Services, any Proposer may review the evaluation documentation at the office of the District, except for information that the District determines to be exempt from disclosure under ORS 192.501 or 192.502.

Final award will be subject to execution of the Contract. The District reserves the right to negotiate a final Contract that is in the best interest of the District.

Late Proposals will be rejected. It is the responsibility of the proposer to ensure that their document is received at the correct location on time. Failure to submit on time is not a minor informality and will not be waived by the District.

Oral Presentations: An oral interview with the two highest preliminary evaluated proposers may be requested after written proposals have been received and scored by SLSD. The issuing office will schedule the time and place for this interview if determined to be necessary. Each proposer should be prepared to clarify and elaborate on the details set forth in their proposal.

After the presentations, each individual evaluator would be allowed to revisit their preliminary ranking and modify their scores based on the information provided as part of the oral presentations. This would allow the scoring to change for the top three ranked proposers based on the preliminary scoring.