

REQUEST FOR PROPOSALS

MINI SPLIT INSTALLATION PROJECT

SERVICES RFP # 000126

RFP Issued: January 14, 2026
Submission Deadline: February 6, 2026 12:00 PM, PST

Proposals must be received at the District Administration Office by 12:00 PM, PST on February 6, 2026, for consideration. Two (2) hard copies of the proposal are required. In addition, **proposers must be available for an interview if requested with the Selection Committee in person between Feb. 12-27.**

Please direct proposals to: Sharmen Tipton
Executive Assistant
Reedsport School District #105
100 Ranch Rd Reedsport, OR 97467
stipton@reedsport.k12.or.us

Proposals will be opened on February 11, 2026, at 3:30 PM, PST, at the Reedsport School District Office. Only the name of the proposer will be read aloud.

Reedsport School District

Request for Proposals – MINI SPLIT INSTALLATION PROJECT

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ADVERTISEMENT

REQUEST FOR PROPOSALS MINI SPLIT INSTALLATION PROJECT

The Reedsport School District is seeking proposals from qualified contractors to provide mini split installation services. This document is available in the daily journal of commerce or by email from Joshua Cook at joshuac@scesd.k12.or.us and at the district's office, 100 Ranch Rd, Reedsport, Oregon.

Sealed proposals will be received until 12:00 PM, PST on February 6, 2026. Two (2) hard copies shall be delivered to Sharman Tipton, Executive Assistant, Reedsport School District, 100 Ranch Rd, Reedsport, OR 97467. The submissions shall be clearly marked "Proposal for Mini Split Services."

The District reserves the right to reject any and all proposals and to waive irregularities and informalities in the submittal and evaluation process. This RFP does not obligate the District to pay any costs incurred by respondents in the preparation and submission of a proposal. Furthermore, the RFP does not obligate the District to accept or contract for any expressed or implied services. The successful vendor must comply with the District's equal opportunity requirements..

Published: January 14, 2026
Daily Journal of Commerce

The District may cancel the procurement or reject any or all proposals in accordance with ORS 279B.100.

PROPOSAL SELECTION TIMELINE

| | |
|---|------------------------------|
| Advertisement for Proposals/RFP Issued | January 14, 2026 |
| Last Day for Questions | January 27, 2026, by 5:00pm |
| Last Addenda Issued (if any) | February 3, 2026, by 5:00pm |
| Proposals Due | February 6, 2026, by 12:00pm |
| Proposal Opening | February 11, 2026 @ 3:30pm |
| Selection Committee Evaluation of Proposals | February 11, 2026 @ 3:30pm |
| Proposer Interviews (if necessary) | February 12-27, 2026 |
| Notice of Intent to Award | March 5, 2026 |
| Recommendation to School Board/Contract Award | March 11, 2026 |
| Contractor to Begin Service | April 1, 2026 |

I. INTRODUCTION

The Reedsport School District is soliciting proposals for mini split installation services. It is the District's intention to determine the most responsible Proposer through evaluation of various criteria including, but not limited to quality of management and operations, company stability, service reputation, relevant experience, and overall cost of services to be rendered. Proposals will be evaluated from the standpoint of capability to serve District needs in an efficient and safe manner.

The successful Proposer will provide necessary leadership, coordination, and cooperation to assure that mini split installation services are responsive to the needs of the District and are consistent with District policies, state requirements, and all other applicable laws and regulations.

The services and equipment required and offered in proposals shall meet the needs as described within this solicitation. Proposers may include any special or unique services you plan to provide.

Proposals will be evaluated by a Selection Committee consisting of District staff, Board Members, Business Managers and the Superintendent. The Selection Committee will review all documents submitted as a part of each proposal. The District may request interviews with proposed site management personnel of companies submitting proposals.

District officials may hold interviews with representatives of Proposers who submit proposals determined to be reasonably susceptible of being selected for award. Any clarification of a proposal by Proposer shall be in writing. The District will keep a detailed record of all discussions.

The contract for mini split installation services will be awarded to the Proposer whose proposal best meets the District's needs. It is the District's intention to determine the best, responsive, and responsible Proposer pursuant to the criteria outlined in Section V of this solicitation.

It is understood that the District reserves the right to reject any or all proposals, or waive any informality in a proposal; and, it is expressly contemplated that no contract exists on the part of the district until formal written notice has been given or until a contract is fully executed. It is understood that the District reserves the right to award a contract for the proposal in the manner deemed to be in the best interest of the District.

Should a Proposer find discrepancies or ambiguities in, or omissions from, the specifications, the Proposer must notify the District. All written corrections sent to Proposers are to be considered in the proposal and do become part of the solicitation

documents. All requests for additional information, from any Proposer, must be received by the District via email at joshuac@scesd.k12.or.us no later than January 27, 2026 at 5:00 p.m. Likewise, all additional information or answers to questions provided by the District to any Proposer shall be emailed and supplied to all registered Proposers. **The submission of a proposal will be construed to mean that the Proposer understands the requirements and that the Proposer can supply the services as specified.**

ABOUT THE DISTRICT –Reedsport is in Douglas County, Oregon about 21 miles south of Florence, Oregon. Our school district serves communities characterized by a small-town atmosphere and rich natural beauty. Reedsport is along the Umpqua River and near the Pacific Ocean and is known for these natural attractions as well as the Oregon Dunes National Recreation Area.

II. PURPOSE AND SCOPE OF WORK

Purpose

Reedsport School District is soliciting proposals from HVAC contractors for the procurement and installation of seven (7) mini-split heating and cooling units. The intent of this project is to improve classroom temperature regulation, increase energy efficiency, and ensure compliance with applicable electrical and mechanical codes.

Scope of Work

The selected contractor shall provide all labor, materials, equipment, and permitting required for a complete and code-compliant installation. The scope includes:

- Installation of seven (7) mini-split units serving classrooms 2, 4, 6, 8, 10, 12, and 14 (or as directed by district staff).
- Verification of electrical capacity and installation of any required dedicated electrical circuits.
- Work performed in compliance with current electrical and mechanical codes.
- Appropriate placement of indoor and outdoor units to maximize efficiency and minimize disruption.
- Proper line-set installation, insulation, condensate management, and weatherproofing.
- Commissioning and functional testing of all units.
- Training for district personnel on basic operation and maintenance.
- Cleanup and disposal of all waste materials.
- Highest Standard- Proposers, if chosen, shall meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services.

II. GENERAL PROPOSAL INSTRUCTIONS

FORMAT OF PROPOSAL

Each Proposer is invited to submit a proposal for services based upon the items described within this solicitation. All proposals shall be sealed in an envelope and addressed as follows:

Sharmen Tipton, Executive Asst.
Reedsport School District
100 Ranch Road
Reedsport, OR 97467

In addition, the name and address of the Proposer and the title of the proposal ("Proposal for mini split installation Services") must appear on the outside of said envelope. Two identical copies of the proposal shall be submitted under seal. The District must receive all proposals no later than 12:00 PM PST on February 6, 2026. The District is not responsible for proposals delivered to any location other than the address above either by the Proposer, delivery service or any other.

The proposal shall include all documents and information specified within this solicitation. Required documents in Section IX, where applicable, shall be signed as follows:

- A. In the case of an individual proposer, by such individual proposer;
- B. In the case of a partnership, the name of the partnership must appear on such proposal and it shall be signed in the name of such partnership by at least one partner. In addition to such signature, the names of all partners shall be stated in such proposal;
- C. In the case of a corporation, the president or other managing officer shall subscribe the corporate name, and there shall be set forth under the signature of such officer the name of the office the officer holds or the capacity on which the officer acts for such corporation.

Facsimile (fax) transmissions of proposals will not be accepted.

PROHIBITION OF ALTERATIONS

Proposals which are incomplete or conditioned, or which contain any erasures, alterations, or that contain irregularities of any kind, or which are not in conformity with the law may be rejected, as well as proposals that take exception to specifications or those that place conditions on the purchase, unless specifically indicated as acceptable.

III. COMPLAINTS AND REMEDIES

The District's designated contact for this solicitation is Joshua Cook, Asst. Business Manager. The designated contact will handle all objections, complaints, and inquiries regarding this solicitation, and the subsequent selection of a Contractor. The designated contact may be contacted as follows:

Joshua Cook, Asst. Business Manager
Reedsport School District
100 Ranch Rd
Reedsport, OR 97467

Email: joshuac@scesd.k12.or.us
Phone: 541-266-4024

Any protest of these proposal specifications must be presented to the designated contact in writing not less than 10 days prior to the proposal opening, marked "Proposal Specifications Protest – Mini Split Installation Services".

In response to such protest, an addendum may be issued, if deemed appropriate by the designated contact, or designee.

Any Proposer who submits a proposal to the District and who is adversely affected by the District's award to another Proposer may protest the contract award to another Proposer by filing a written protest to the above referenced designated contact within five days of issuance of the notice of intent to award the contract. The protest must specify the grounds on which a protest is based. A Proposer is only adversely affected if it is next in line for the award as the best responsive and responsible proposal. Protests will be reviewed based upon written documents submitted by the protester, and the District's response will be in writing. The District may award a contract while a protest is pending.

The District's board of directors is the local contract review board for the District with the powers to act in the capacity as defined in Oregon Statutes and Administrative Rules.

All questions, complaints and remedies shall comply with Oregon Statutes and Administrative Rules.

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.

IV. EVALUATION

Proposals will be evaluated by a selection committee with points assigned based upon desirable features. Proposals submitted that do not meet mandatory requirements will not be rated. The role of the selection committee will include a complete review of all proposal documents submitted and may include on-site visitations to locations served as well as conferring with selected clients of the Proposer. It may also involve an interview with those Proposers selected to review their proposals. The District's board of directors will make the final decision on hiring a contractor.

All proposals from contractors that provide the minimum required qualifications will then be evaluated on the following criteria:

| | |
|--|------------|
| Ability to meet or exceed proposals mandatory requirements. | 40 Points |
| *** Proposals not meeting these requirements may be rejected as non-responsive.*** | |
| Response from References selected by District <ul style="list-style-type: none"><i>References confirm proposer's ability to sustain successful operations, Quality of service, Performance Record, and ability to perform RFP scope of work.</i><i>References are from previous projects completed by vendor</i> | 10 points |
| Relevant Oregon experience with school projects | 5 points |
| Experience and Expertise of key staff | 15 Points |
| Ability to work within the specified time period | 20 Points |
| • Fees/Total Cost | 10 Points |
| Total Number of Points | 100 Points |

Interviews will be scheduled between February 12-27, 2026, if needed.

DISCLOSURE: Proposals will not be made a part of the public record until after the selection process is completed. All Proposals, including the evaluation reports, will then be available for public review

DISCLOSURE OF INTEREST: No employee or elected official of the District may own more than five percent of a business that is submitting a proposal on any awards with the District unless it is fully disclosed in the proposal documents.

V. TERMS AND CONDITIONS – GENERAL

By submitting a proposal in response to this solicitation, Proposer agrees to the following terms and conditions of service to District:

DEFINITION OF KEY TERMS

| | |
|------------|--|
| Proposer | An individual or company, experienced and qualified in the area of mini split installation operations, that elects to provide the District a proposal to provide mini split installation services. |
| Proposal | Detailed information provided by a Proposer outlining the manner in which Proposer intends to provide mini split installation services to the District. |
| Contractor | Successful Proposer |
| District | Reedsport School District #105 |
| Agreement | Contract between District and Successful Proposer |

TERM

The District anticipates awarding a single contract as a result of this RFP. The contract term will be up to, but not greater than six months.

INDEPENDENT CONTRACTOR

Contractor is an Independent Contractor responsible for furnishing mini split installation services only, pursuant to the Agreement, and neither Contractor nor any agent, officer or employee of Contractor shall be held or deemed in any way to be an agent, employee, officer, or official of the District as those terms as used in ORS 30.265. None of the benefits provided by the District to its employees is available from the District to the employees, agents or servants of the Contractor. Contractor shall be solely responsible for Contractor's acts and for the acts of Contractor's agents, officers, and employees during the performance of the Agreement, and at all other times, and District shall have no power or control pertinent to the acts of any said persons.

INSURANCE

The minimum limits are detailed below and Proposer must provide documentation using the forms in Exhibit 2 and Exhibit 3.

1. Contractor, at its sole expense, shall procure and furnish the District with a Certificate of Insurance naming District as additional insured. The Certificate of Insurance shall be provided annually and maintained on file continuously, for the term of the Agreement. The insurance minimums satisfactory to the District shall be as set forth below. The insurance shall be kept current during the Agreement and the District requires 30 days written notification prior to any cancellation of the required insurance should a change in insurance carriers take place.
2. The Contractor shall provide general liability and automobile liability insurance, protecting the District as an additional insured, its agents and employees acting in their official capacities as such, the Contractor as a named insured, drivers and other related personnel from any claim for damages for personal injury or death and from damage to property which may arise from operations of the Contractor under the Contract.

The following **minimum** limits apply to the general liability insurance requirements:

| | |
|-------------|-------------------|
| \$2,000,000 | Each Occurrence |
| \$4,000,000 | General Aggregate |

***Sexual Abuse and Molestation coverage required with full limits.*

The following minimum limits apply to the Bodily Injury and Property Damage Combined:

| | |
|-------------|------------------|
| \$2,000,000 | Per Occurrence |
| \$4,000,000 | Annual Aggregate |

***Sexual Abuse and Molestation coverage required with full limits.*

*** State mandated UM/UIM and PIP requirements*

3. Workers' compensation insurance shall be maintained as required by law.
4. CONFIDENTIALITY. District and Contractor agree to comply with applicable laws relating to protected health information (HIPPA) and protected student information (FERPA). Both parties shall ensure that its personnel, employees, affiliates, and agents maintain the individual confidentiality of all persons served by the Agreement as well as each entity's business information.

5. CYBER SECURITY. District and Contractor acknowledge that it may be necessary to electronically transfer data regarding students, staff, and general business information to ensure Contractor is able to provide the services required by the Agreement. It is the expectation of the District that the Contractor has taken industry accepted and appropriate steps to ensure the security and confidentiality of electronic data. District is not responsible for any third-party injury(ies) and/or claim(s) that may arise in connection with Contractor's actions or inactions in this area.
6. SEXUAL ABUSE AND MOLESTATION. The Contractor's general liability policy must not specifically exclude coverage for sexual abuse and molestation. If sexual abuse and molestation coverage is excluded under the General Liability policy, evidence of separate sexual abuse and molestation coverage of not less than \$1,000,000 per occurrence or incident, each occurrence or limit must be provided to the District in the form of a certificate of insurance and must be approved by the District prior to the execution of the Agreement.

BACKGROUND AND CRIMINAL RECORDS CHECKS

The Contractor agrees to comply with the District's policy regarding background and criminal records checks for all Contractors and Contractors' employees who will be providing services to the District. When District receives a report of suspected abuse by a contractor, District shall prohibit the contractor from providing services to District. If District determines there is reasonable cause to support the report of suspected abuse, District shall prohibit the contractor from providing services. District may reinstate the contractor, and such reinstatement may not occur until such time as a report of suspected abuse has been investigated and a determination has been made by law enforcement or DHS that the report is unsubstantiated.

CHILD ABUSE PREVENTION

When contract requires the Contractor or Contractor's employees to have contact with students, Contractor agrees to train employees annually in the prevention, identification and reporting of child abuse and sexual conduct as described in Oregon Revised Statute 339.400. The District can provide access to a short on-line training for contractors and subcontractors to use with their employees. This training must be complete and documentation verifying employees have completed the training provided to the District prior to the contracted employee having direct contact with Reedsport Public Schools students.

SAFETY

To ensure the safety of District staff and students, the Contractor must take reasonable precautions to ensure all individuals convicted of crimes listed in ORS 342.143 do not provide contracted services to the District. Furthermore, the Contractor shall provide timely notification to District once they become aware that an employee providing the services for District has been arrested or charged with a

crime listed in ORS 342.143, and remove said individual from District or School District premises until the issue is resolved.

COMPLIANCE WITH STUDENT SEXUAL CONDUCT REQUIREMENT

All Contractors, subcontractors and their employees are prohibited from engaging in sexual conduct with students. Sexual conduct is defined as: any verbal or physical or other conduct that is sexual in nature; directed toward a kindergarten through 12 student; unreasonably interferes with a student's educational performance; and create an intimidating, hostile or offensive educational environment. The definition of sexual conduct does not include behavior that would be considered child abuse as outlined in Oregon law.

Contractors and/or subcontractors are required to certify in writing to the District that it has informed all employees what conduct is prohibited, what reporting responsibilities employees have and who the contact is for reporting prohibited conduct.

All contracted employees who will be at work site where kindergarten up to 12th grade students maybe present, will be required to take an informational training on student sexual conduct requirements. The District can provide access to a short on-line training for Contractors and subcontractors to use with their employees.

If a Contractor, subcontractor and/or their employees observe conduct he/she believes is prohibited they are to report the information immediately to the building administrator.

If the District is made aware of a Contractor, subcontractor and/or their employees engaging in prohibited contact, the District will conduct an investigation. At the sole discretion of the District, the Contractor shall either (a) immediately remove the employee from providing services to the school pending the conclusion of the investigation or (b) place the employee in a position that does not allow for unsupervised contact with students. If the District determines the contractor, subcontractor and/or their employees engaged in sexual conduct with students, the District will have the option to: (a) terminate the contract and/or (b) request the permanent removal of the subcontractor and/or employee from the worksite. Contractor will cooperate in any investigation being conducted by the District, law enforcement, The Oregon Department of Human Services, Oregon Department of Education, and/or the Teacher Standards and Practices Commission.

HOLD HARMLESS

In addition to the insurance requirements included as part of the Agreement, the Contractor shall also defend, indemnify and hold harmless the District and its agents and employees acting in their official capacities as such from and against any and all

claims, suits, judgments and demands whatsoever, including without limitation, costs, litigation expenses, counsel fees and liabilities with respect to injury to, or death of, any person or persons whosoever, or damage to property of any kind whomsoever owned, arising out of or caused or claimed to have been caused in whole or in part by the acts or omissions of the Contractor, any subcontractor, or any other person directly or indirectly employed by them or any of them, while engaged in the performance of the work or any activity associated therewith, or related thereto.

MODIFICATION

No waiver, consent, modification or change in the terms of this Agreement shall bind either party unless in writing signed by both Parties. A written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

EMPLOYEE REMOVAL

Contractor will immediately remove any Contractor's employee, agent or officer from all District schools or locations in cases where District determines, in its sole discretion, that removal of the employee, agent or officer is in District best interest.

FORCE MAJEURE

1. The performance of this Agreement by either the District or the Contractor is subject to but not limited to acts of God, war, disease outbreak including but not limited to pandemics, strikes, government regulation, domestic terrorism, disaster, civil disorder, or other emergency over which any party has no control making it illegal, impossible, or impracticable to provide the services. This Agreement may be terminated without liability or penalty for any one or more of such reasons by written notice from one party to the others. The Contractor shall not be released from contractual obligation because of the above-mentioned conditions until satisfactorily established that the non-performance is not due to the fault or neglect of the Contractor.

ARBITRATION

Any disagreement regarding the interpretation, meaning or effect of any provision of the Agreement may be settled by arbitration if so requested by both parties in writing. In case of such a written request, the parties agree that within 60 days, binding arbitration will be entered into, with each party having selected an arbitrator, and the two having selected a third. The decision of the majority of the arbitrators shall be binding upon each of the parties hereto. The cost of such arbitration shall be shared equally between the parties. The provisions of this Agreement shall be construed in accordance with the laws of the State of Oregon.

ASSIGNMENT OF CONTRACT

Contractor may not assign this Agreement nor any interest herein to any other party or parties without the prior written consent of the District. In the event of any attempt to transfer interest without the District's permission, the District may terminate the Agreement with a notice period of its own choosing.

FUNDING

The Contractor recognizes that revenue needed to fund the Agreement must be approved by the District's established budget procedures. The Contractor also recognizes that the revenue received by the District is sometimes affected by circumstances outside the control of the District. The Agreement, therefore, will be entered into contingent upon the ability of the District to fund the Agreement. Should the District experience an unexpected shortfall, which would affect the District's ability to fund the Agreement, the compensation for any partial periods shall be prorated, based upon a daily basis consistent with the compensation terms of the Agreement. If funding inadequacies require a reduction in payments, corresponding reductions in service shall be negotiated between the District and the Contractor.

SEVERABILITY

Should any provision of the Agreement between the District and Contractor, or the application thereof, be held invalid or unenforceable, the remainder of the Agreement and the application thereof, other than those provision(s) as to which it shall have been held invalid or unenforceable, shall not be affected thereby and shall continue valid and enforceable to the fullest extent permitted by law or equity.

MERGER CLAUSE

There are no covenants, promises, agreements, conditions, or understandings between the Parties, either oral or written, other than those contained in this Agreement and its attachments (s). All attachment(s) hereto together constitute the entire agreement between the Parties.

DISCLOSURE OF INDEPENDENCE AND RELATIONSHIP

Prior to the establishment of any Agreement, the Successful Proposer shall certify in writing to the District that no relationship exists between the Successful Proposer and the contracting officer or the District that interferes with fair competition or is a conflict of interest, and that no relationship exists between the Successful Proposer and another person or organization that constitutes a conflict of interest with respect to an Agreement with the District. The District may waive this provision, in writing, if these relationships of the Successful Proposer will not be adverse to the interests of the District.

TAXES

The District is tax-exempt and any tax liability that might be incurred by the Contractor for personal or real property is the sole responsibility of the Contractor.

NONPERFORMANCE

Contractor's remedy for breach of this Agreement by District is a claim for the receipt of payments owing to Contractor for work performed under this Agreement to which Contractor is entitled. District's remedies for Contractor's failure to perform work or meet performance standards identified in this Agreement include all those available in law and equity, including but not limited to: reducing or withholding payment; requiring Contractor to perform, at Contractor's expense, additional work necessary to perform the work or meet established performance standards; completing the work itself or retaining other contractors to complete the work in which case Contractor shall bear the reasonable cost difference for these alternative, substitute services; or declaring a default, terminating the Agreement and seeking damages and other relief available under the Agreement and law.

TERMINATION OR SUSPENSION OF CONTRACTOR SERVICES

1. The District may terminate the Agreement immediately in the event that the District's board of directors or superintendent reasonably concludes that Contractor's performance under the Agreement has endangered the health, safety or welfare of the District's pupils so as to necessitate immediate termination. Termination under this provision shall be effective upon written notice by District to Contractor by either delivery of written notice of such termination to Contractor's local office or facility, or upon mailing a written notice by both regular mail and certified mail return receipt requested to the address provided by Contractor to District for the purposes of delivering notices under the Agreement.
2. District may otherwise terminate the Agreement with Contractor, without cause, by giving 30 days written notice of termination to Contractor. Said notice to be delivered by either delivery of written notice of such termination to Contractor's local office or facility; or upon mailing a written notice by both regular mail and certified mail return receipt requested to the address provided by Contractor to District for the purposes of delivering notices under the Agreement.
3. District may terminate the Agreement if District gives written notice to Contractor of its intent to terminate the Agreement if Contractor is in default under the Agreement for any of the reasons set forth below in this section and Contractor should fail within 30 days after receiving such notice from the

District to remedy said default set forth in the notice from District. The following events shall be a default by Contractor and shall be subject to this 30 day notice requirement:

- Should Contractor be or become insolvent.
- Should the Contractor make a general assignment for the benefit of creditors.
- Should the Contractor file for protection under the bankruptcy laws of the United States.
- Should the Contractor fail to perform the mini split installation services required under the Agreement in compliance with the required time schedule.
- Should the Contractor disregard laws, ordinances, governmental rules or regulations or the instructions of the District, which are consistent with the Agreement.
- Should the Contractor commit any other material breach of the Agreement.

COMPLIANCE WITH LAW

1. Generally. Contractor shall comply, and cause all subcontractors to comply with all federal, state and local laws, regulations, executive orders and ordinances, and with District policies and regulations, applicable to this Agreement and the performance of work herein. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders, as may be amended, to the extent they are applicable to this Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964; (ii) Title V and Sections 503 and 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) Executive Order 11246; (v) the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health (HITECH) Act portion of the American Recovery and Reinvestment Act of 2009 (ARRA), including the Privacy and Security Rules found at 45 CFR Parts 160 and 164, as the law and its implementing regulations may be updated from time to time; (vi) the Age Discrimination in Employment Act of 1967, and the Age Discrimination Act of 1975; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974; (viii) Section 188 of the Workforce Investment Act (WIA) of 1998; (ix) ORS Chapter 659; (xi) all regulations and administrative rules established pursuant to the foregoing laws; and (xii) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. District's performance under the Agreement is conditioned upon Contractor's compliance with the provisions of ORS 279B.025, 279B.220, 279B.225, 279B.230, 279B.235 and 279B.240 which are incorporated by reference herein.

2. **Compliance with Tax Laws.** Contractor represents and warrants that the Contractor has complied with the tax laws of Oregon and of all applicable tax laws of any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318. Contractor will continue to comply with such laws during the term of this Agreement. Contractor's failure to comply with such laws before or during the term of the Agreement is a default for which District may terminate the Agreement and seek damages and other relief available under the Agreement or law.
3. **Nondiscrimination.** Contractor agrees not to discriminate against any client, employee or applicant for employment or for services, because of race, creed, color, religion, national origin, sex, gender identity, disability, age, or sexual orientation with regard to, but not limited to, the following: Recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training; or rendition of services. Contractor further understands and agrees that violation of this clause may be treated by District as a material breach of the Agreement, unless Contractor makes a satisfactory showing that discriminatory practices have terminated and that recurrence of such acts is unlikely.

HAZARDOUS MATERIALS

Contractor shall notify the District prior to using products containing hazardous chemicals to which the District's students or employees may be exposed. Products containing hazardous chemicals are those products as defined in OAR Chapter 437. Upon the District's request, Contractor shall immediately provide Safety Data Sheets in conformance with the requirements of OAR 437-004-9800.

APPENDIX A – PROPOSER’S CERTIFICATIONS AND REPRESENTATIONS

The undersigned hereby certifies that Proposer:

1. Has the authority and/or responsibility to submit a proposal and to represent the organization in all phases of this RFP process.
2. The information is true and accurate to the best of their knowledge.
3. Shall furnish, within the time specified, the Proposer’s Submittal, the items/services as indicated in the RFP and the Resultant Contract.
4. Is a Resident Proposer, Non-Resident Proposer, as defined in ORS 279A.120, of the State of Oregon, and has not discriminated against any minority, women, or emerging small business enterprises in obtaining any required subcontracts, in accordance with ORS 279A.110.

ORS 279A.120 (2) states "For the purposes of awarding a public contract, a contracting agency shall:

- (a) Give preference to goods or services that have been manufactured or produced in this state if price, fitness, availability and quality are otherwise equal; and
- (b) Add a percent increase to the bid of a nonresident bidder equal to the percent, if any, of the preference given to the bidder in the state in which the bidder resides."

"Resident bidder" means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid whether the bidder is a "resident bidder". (ORS 279A.120 (b)) "Non-resident bidder" means a bidder who is not a "resident bidder" as defined above. (ORS 279A.120 (a))

5. Understands any false statement may disqualify this proposal from further consideration or be cause for contract termination.
6. Understands by submitting this RFP Proposal, the undersigned 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 upon request for purposes of investigation to ascertain compliance with such acts, regulations, and orders.
7. Has not discriminated and will not discriminate against minority, women or emerging small business enterprises in obtaining any required subcontracts, and that the Proposer is not in violation of any discrimination laws.
8. Certification Regarding Debarment, Suspension and Other Responsibility Matters

The Proposer certifies to the best of its knowledge and belief that neither it nor any of its principals:

- (a) Are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from submitting bids or proposals by any federal, state or local entity, department or agency;
- (b) Have within a five-year period preceding the date of this certification been convicted of fraud or any other criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are presently indicted for or otherwise criminally charged with commission of any of the offenses enumerated in paragraph 2 of this certification;
- (d) Have, within a five-year period preceding the date of this certification had a judgment entered against proposer or its principals arising out of the performance of a public or private contract;
- (e) Have pending in any state or federal court any litigation in which there is a claim against proposer or any of its principals arising out of the performance of a public or private contract; and
- (f) Have within a five-year period preceding the date of this certification had one or more public contracts (federal, state, or local) terminated for any reason related to contract performance.

Where Proposer is unable to certify to any of the statements in this certification, Proposer shall attach an explanation to their offer. The inability to certify to all of the statements shall not necessarily preclude Proposer from award of a contract under this procurement.

9. Acknowledges Receipt of Addenda No's. **number** through **number** inclusive.

Proposer's Federal Tax ID # (EIN): **Number**

or

Social Security #: **Number**

FAILURE TO SIGN AND SUBMIT THIS FORM MAY BE CAUSE FOR PROPOSAL REJECTION

Signature: _____ Date: _____

Name (Printed): _____

Title: _____

Company Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

APPENDIX B – SAMPLE SCHOOL DISTRICT PROFESSIONAL SERVICES CONTRACT

This Contract is between the Reedsport School District (the "District") and Name of Contractor ("Contractor").

STANDARD TERMS AND CONDITIONS

The parties agree as follows:

1. **Effective Date and Termination Date.** The effective date of this Contract shall be start date, or the date on which each party has signed this Contract, whichever is later. Unless earlier terminated as provided below, the termination date shall be completion date.
2. **Contractor's Agreement to Sell Services.** Contractor agrees to sell to or provide the District with the Professional Services described in Exhibit 1.
3. **Statement of Work.** Contractor shall perform the work described in Exhibit 1.
4. **Contract Price.** The Maximum not-to-exceed compensation payable to Contractor under this Contract, which includes authorized expenses, is \$dollar amount, and is payable in accordance with Exhibit 1.
5. **Contract Documents.** The Contract Documents consist of the following documents which are listed in descending order of precedence: this Contract; exhibits to this Contract, including Exhibit 1 (Statement of Work, Compensation, Payment and Renewal Terms); Exhibit 2 (Certification Statement for Corporation or Independent Contractor); and Exhibit 3 (Workers' Compensation Exemption Certificate).
 - a. A conflict in the Contract Documents shall be resolved in the priority listed above with this Contract taking precedence over all other documents. The Contract Documents are the entire contract between the parties and shall supersede any prior representations, written or oral.
6. **Warranty.** Contractor warrants to the District that all work shall be performed in accordance with the applicable professional standard of care, free of defects in design, and in accordance with all applicable laws, regulations, and ordinances.
7. **Time is of the Essence.** Time is of the essence in the performance of this Contract.
8. **Subcontracts and Assignment.** Contractor shall not subcontract any of the work required by this Contract or assign or transfer any of its interest in this Contract, without the prior written consent of the District, which may be withheld without cause.
9. **Other Contractors.** The District may undertake or award other contracts for additional or related work, and the Contractor shall fully cooperate with such other contractors and with any

District employees concerned with such additional or related work, and shall coordinate its performance under this Contract with such additional or related work. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by District employees.

10. **Independent Contractor Status.** Contractor shall certify status as an independent contractor in accordance with Exhibit 2.
11. **No Third-Party Beneficiaries.** The District and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.
12. **Successors in Interest.** The provisions of this Contract shall be binding upon and inure to the benefit of the parties and their successors and approved assigns, if any.
13. **Nonperformance.** In the event of nonperformance under this Contract, the District, after seven (7) days' written notice, shall have the right to obtain from other sources such products and/or services as may be required to accomplish the work not performed, and it is agreed that the difference in cost, if any, for said work or goods shall be borne by the Contractor. For purposes of this section, nonperformance shall be defined as failure to appear and perform work and/or deliver work product as specified and scheduled.
14. **Early Termination.** The District may terminate for the following reasons in addition to what is described in the RFP. This Contract may be terminated as follows unless otherwise specified herein:
 - a. **Mutual Agreement** - The District and Contractor, by mutual written agreement, may terminate this Contract at any time.
 - b. **Termination Without Cause** - The District, in its sole discretion, may terminate this Contract without cause by giving 30 days' written notice to Contractor.
 - c. **Immediate Termination for Health Safety or Welfare** - The District may terminate the Agreement immediately in the event that the District's board of directors or superintendent reasonably concludes that Contractor's performance under the Agreement has endangered the health, safety or welfare of the District's pupils (or personnel/property) so as to necessitate immediate termination.
 - d. **Termination for Default/Breach** - Either the District or Contractor may terminate this Contract in the event of a breach of the Contract or default by the other party. Prior to such termination, the party seeking termination shall give to the other party written notice of the breach and intent to terminate.
 1. If the party committing the breach has not entirely cured the breach within 30 days of the date of the notice, then the party giving the notice may

terminate the Contract at any time thereafter by giving a final written notice of termination.

2. Contractor Defaults that shall be subject to this 30-day notice and cure requirement include (but are not limited to):

- Should Contractor be or become insolvent.
- Should the Contractor make a general assignment for the benefit of creditors.
- Should the Contractor file for protection under the bankruptcy laws of the United States.
- Should the Contractor fail to perform the required services in compliance with the required time schedule.
- Should the Contractor disregard laws, ordinances, governmental rules, or regulations, or the instructions of the District, which are consistent with the Agreement.
- Should the Contractor commit any other material breach of the Agreement.

(g) Payment of Invoices

1. **Method of Payment.** **Services** - Contractor shall submit an invoice for professional services performed upon the completion of the services.
Materials - Contractor may submit a separate invoice for pre-approved materials and supplies at the commencement of the project or immediately following their purchase/delivery, subject to District approval.
2. **Payment on Early Termination.** Upon termination, payment shall be made as follows:
 - a. In the event of termination by mutual written agreement, the payment due to the Contractor shall be as defined in the written mutual termination agreement.
 - b. If terminated for the convenience of the District, the District shall pay Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract. The District shall not be liable for direct, indirect, or consequential damages. Termination shall not result in a waiver of any other claim the District may have against Contractor.
 - c. If terminated by the Contractor due to a breach by the District, then the District shall pay the Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract.

d. If this Contract is terminated by the District due to a breach or default by the Contractor, including but not limited to the immediate termination scenarios described in (Health/Safety) and (Licensing):

- The District shall pay the Contractor only for the work performed prior to the termination date, provided such work was performed in accordance with the Contract.
- Any payment due to the Contractor under this clause shall be less any setoff, recoupment, or damages to which the District is entitled, including costs incurred by the District to complete the services or remedy the breach.
- The District may, at its sole discretion, withhold final payment pending the District's determination of the amount of any setoff or damages.

(h) Payment for Medical Care and Workers' Compensation (Required by 279B.230)

1. Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation furnishing medical, surgical, and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the Contractor, of all sums that the Contractor agrees to pay for the services and all moneys and sums that the Contractor collected or deducted from the wages of employees under any law, contract, or agreement for the purpose of providing or paying for the services.
2. All subject employers working under the Contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. See Contractor Exemption Certification – Exhibit 3 if you believe you may be exempt from this requirement.

(i) Non-Appropriation/Adequate Funding

1. If payment for work under this Contract extends into the District's next fiscal year, the District's obligation to pay for such work is subject to approval of future appropriations to fund this Contract by the School Board.
2. Continuation of this Contract, at specified levels, is conditioned on adequate funding under the District's budget adopted in June of each year. The District reserves the right to adjust the level of services in accordance with funding levels adopted.

(j) **Remedies.** In the event of breach of this Contract, the parties shall have the following remedies:

1. If terminated by the District due to a breach by the Contractor, the District may complete the work itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall pay to the District the amount of the reasonable excess.
2. In addition to the remedies for a breach by the Contractor, the District shall also be entitled to any other equitable and legal remedies that are available.
3. If the District breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.

(k) **Hazardous Chemicals.** Contractor shall notify the District prior to using products containing hazardous chemicals to which the District's students or employees may be exposed. Products containing hazardous chemicals are those products as defined in OAR Chapter 437. Upon the District's request, Contractor shall immediately provide Safety Data Sheets in conformance with the requirements of OAR 437-004-9800.

(l) **Errors.** The Contractor shall perform such additional work as may be necessary to correct errors in the work required under this Contract without undue delays and without additional cost.

(m) **Access to Records.** The Contractor agrees that the District and its authorized representatives shall have access to the books, documents, papers, and records of the Contractor which are directly pertinent to the specific Contract for the purpose of making audit, examination, excerpts, and transcripts.

1. Contractor shall maintain all fiscal records directly relating to this Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this Contract in such a manner as to clearly document Contractor's performance. Contractor acknowledges and agrees that the District's duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans, and writings of Contractor that are pertinent to this Contract to perform examinations and audits and make excerpts and transcripts. Contractor shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Contract, whichever date is later.

(n) **Ownership of Work.** All work products created by the Contractor as part of Contractor's performance of this Contract, including background data, documentation, and staff work that is preliminary to final reports, shall be the exclusive property of the District. If any such work products contain intellectual property of the Contractor that is or could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants the District a perpetual, royalty-free, fully paid-up, non-exclusive and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, use, re-use, in whole or in part, and to authorize others to do so, all such work products. The District shall have no rights in any pre-existing work product of Contractor provided to the District by Contractor in the performance of this Contract except to copy, use, and re-use any such work product for District use only.

1. If this Contract is terminated by either party or by default, the District, in addition to any other rights provided by this Contract, may require the Contractor to transfer and deliver such partially completed work products, reports, or other documentation that the Contractor has specifically developed or specifically acquired for the performance of this Contract.

(o) **When Work is Performed on District Property, Contractor shall comply with the following:**

1. **Identification.** Contractors performing work on District property or for the District shall be in full uniform at all times. Uniforms shall include shirt with company identification attached. In addition, all such persons shall carry photo identification and will present such to anyone on request. If such identification cannot be produced by Contractor, or is not acceptable to the District, the District may provide at its sole discretion, such identification tags to Contractor. Contractor shall bear the entire cost of producing and assigning such identification.
 - a. Contractors that do not have specific uniforms for employees shall provide identification tags as described above, and/or any other mechanism, that the District in its sole discretion determines is required to easily identify Contractors.
 - b. As required by schools served by the District, on each day of work Contractor's employees shall sign into the Main Office to receive an in-school identification/visitor tag to be displayed on the person at all times they are in the school or other location.
2. **No Smoking.** Smoking or other use of tobacco is prohibited on District property.
3. **No Drugs.** District property sites and schools served by the District are drug-free zones.

4. **No Weapons or Firearms.** Except as provided by Oregon statutes and District policy, weapons and firearms are prohibited on District property.
5. **Safety.** Prior to instituting work on District property, Contractor, its subcontractors, and suppliers shall review the safety and security policies issued by the District and shall comply with those policies while on District property.
6. **Confidentiality.** Contractor will not disclose any information or records regarding students or their families that Contractor may learn or obtain in the course and scope of Contractor's performance of this Contract.
7. **No Unsupervised Contact with Students.** "Unsupervised contact with students" means contact with students that provide the person opportunity and probability for personal communication or touch when not under direct supervision. Contractor will ensure that Contractor, any subcontractors, and their officers, agents, and employees will have no direct unsupervised contact with students while on District property. Contractor will work with the District to ensure compliance with this requirement. If Contractor is unable to ensure through a security plan that none of its officers, agents, or employees will have direct, unsupervised contact with students in a particular circumstance or circumstances, Contractor shall so notify the District prior to beginning any work that could result in such contact. Contractor authorizes the District to obtain information about Contractor and Contractor's history and to conduct a criminal background check, including fingerprinting, of any officer, agent, or employee of Contractor that will have unsupervised contact with students. Contractor also agrees to cause Contractor's employees and/or subcontractors, if any, to authorize the District to conduct such background checks. Contractor shall pay all fees assessed by Oregon Department of Education for processing the background check. The District may deduct the cost of such fees from a progress or final payment to the Contractor under this Contract, unless the Contractor elects to pay such fees directly.

(p) **Employment Standards.** The Contractor agrees that upon request by the District, it shall remove from all District premises any Contractor's employee who, in the sole opinion of the District, is guilty of improper conduct, bringing any unauthorized personnel (including their own children) into a facility, or is not qualified to perform the work assigned.

(q) **Security.** Any disclosure or removal of any matter and/or property on the part of the Contractor or Contractor's employees shall be cause for immediate cancellation of the Contract. Any liability, including but not limited to, attorney fees, resulting from any action or suit brought against the District as a result of the Contractor's or Contractor's employees' willful or negligent release of information, documents, or property

contained in or on District property shall be borne by the Contractor. All information, documents, and property contained within these facilities shall be considered privileged and confidential.

- (r) **Compliance with Applicable Law.** Contractor shall comply with all federal, state, and local laws applicable to public contracts and to the work done under this Contract, and all regulations and administrative rules established pursuant to those laws.
- (s) **Printing, Binding, and Stationery Work (Required by ORS 282.210).** If this solicitation is for the purpose of obtaining printing, binding, or stationery work, work awarded under this solicitation shall be performed within this state, unless subject to exception under ORS 282.210(2).
- (t) **Public Employee Retirement System.** Contractor represents and warrants that (a) Contractor is not active as an employee in the Public Employee Retirement System and (b) Contractor has not received wages from the District or any other public entity during this calendar or fiscal year.
- (u) **Incorporation of the RFP.** The terms of the RFP that has led to this Contract are hereby incorporated into this Contract. If there are conflict between the terms of this Contract and the RFP, the terms of the RFP will control..
- (v) **Reserved.**
- (w) **Waiver.** Waiver of any default under this Contract by the District shall not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Contract.
- (x) **Governing Law.** The provisions of this Contract shall be construed in accordance with the laws of the State of Oregon and rules of the District as they appear at the time of signing or any subsequent addenda. Any legal action involving any question arising under this Contract must be brought in Jackson County Circuit Court. If the claim must be brought in a federal forum, then it shall be brought and conducted in the United States District Court for the State of Oregon.
- (y) **Severability.** If any term or provision of this Contract is declared by a court of competent jurisdiction 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 term or provision held invalid.
- (z) **Merger Clause.** This Contract and the attached exhibits constitute the entire agreement between the parties. All understandings and agreements between the parties and representations by either party concerning this Contract are contained in this Contract.
 - 1. No waiver, consent, modification, or change in the terms of this Contract shall bind either party unless in writing signed by both parties. Any written

waiver, consent, modification, or change shall be effective only in the specific instance and for the specific purpose given.

- (aa) **Anti-discrimination Clause.** Contractor must comply with all applicable requirements of federal and state civil rights law and rehabilitation statutes and shall not discriminate based on race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, source of income, or political affiliation in programs, activities, services, benefits, or employment. Contractor shall not discriminate against minority-owned, women-owned, or emerging small businesses.
- (bb) **Attorney Fees.** If a suit or action is filed to enforce any of the terms of this Contract, the prevailing party shall be entitled to recover from the other party, in addition to costs and disbursements provided by statute, any sum which a court, including any appellate court, may adjudge reasonable as attorney's fees. In the event the prevailing party is represented by "in-house" counsel, the prevailing party shall nevertheless be entitled to recover reasonable attorney fees based upon the reasonable time incurred and the attorney fee rates and charges reasonably and generally accepted in Jackson County, Oregon for the type of legal services performed.
- (cc) **Rule of Construction.** The rule of construction that a contract is construed against the drafter shall not apply to any dispute over the interpretation of application of the Contract.
- (dd) **Notices.** All notices or demands of any kind required or desired to be given by District or Contractor must be in writing and shall be deemed delivered upon depositing the notice or demand in the United States mail, certified or registered, postage prepaid, addressed to the respective party at the addresses here.

EXHIBIT 1

Professional Services Contract

STATEMENT OF WORK, COMPENSATION, PAYMENT and RENEWAL TERMS**

- 1. Contractor shall perform the following work:** [DESCRIBE OR REFERENCE EXHIBIT, SUCH AS CONTRACTOR'S PROPOSAL OR THE RFP]
- 2. The maximum total payment under this Contract, including expenses:** [DESCRIBE OR REFERENCE EXHIBIT, SUCH AS CONTRACTOR'S PROPOSAL OR THE RFP]
 - a. This amount includes any allowable expenses. The District will not pay Contractor any amount in excess of the maximum total payment for completing the work and will not pay for work performed before the date this Contract becomes effective or after the termination of this Contract. If the maximum compensation is increased by amendment to this Contract, the amendment must be in writing and fully executed before Contractor performs work subject to the amendment.
- 3. The District shall pay Contractor on the following basis (include any expenses and the terms and conditions of such expenses):** [DESCRIBE OR REFERENCE EXHIBIT, SUCH AS CONTRACTOR'S PROPOSAL OR THE RFP]
- 4. The District will pay expenses on the following terms and conditions:** [DESCRIBE OR REFERENCE EXHIBIT, SUCH AS CONTRACTOR'S PROPOSAL OR THE RFP]
- 5. This Contract may be renewed on the following basis:** This Contract will terminate on completion of the work.

**The District shall have the right to withhold from payments due Contractor such sums as are necessary in the District's sole opinion to protect the District from any loss, damage, or claim which may result from Contractor's failure to perform in accordance with the terms of the Contract or failure to make proper payment to suppliers or subcontractors.

EXHIBIT 2

Professional Services Contract

CERTIFICATION STATEMENT FOR CORPORATION OR INDEPENDENT CONTRACTOR

NOTE: Contractor Must Complete A or B below:

A. CONTRACTOR IS A CORPORATION, LIMITED LIABILITY COMPANY OR A PARTNERSHIP

I certify under penalty of perjury that Contractor is a [check one]: Corporation
 Limited Liability Company Partnership authorized to do business in the State of Oregon.

Contractor Signature

Contractor Title

Date

B. CONTRACTOR IS A SOLE PROPRIETOR WORKING AS AN INDEPENDENT CONTRACTOR

Contractor certifies under penalty of perjury that the following statements are true:

1. If Contractor is providing labor or services under this Contract for which registration is required under ORS Chapter 701, Contractor has registered as required by law, **and**
2. If Contractor performed labor or services as an independent Contractor last year, Contractor filed federal and state income tax returns last year in the name of the business (or filed a Schedule C in the name of the business as part of a personal income tax return), **and**
3. Contractor represents to the public that the labor or services Contractor provides are provided by an independently established business, **and**
4. All of the statements checked below are true.

NOTE: Check all that apply. You must check at least four (4) to establish that you are an Independent Contractor.

- A. The labor or services I perform is primarily carried out at a location that is separate from my residence or is primarily carried out in a specific portion of my residence which is set aside as the location of the business.
- B. I purchase commercial advertising or I have business cards for my business, or I am a member of a trade association.
- C. My business telephone listing is separate from my personal residence telephone listing. I perform labor or services only under written contracts.
- D. Each year I perform labor or services for at least two different persons or entities.

I assume financial responsibility for defective workmanship or for service not provided by purchasing performance bonds, errors and omission insurance or liability insurance, or providing warranties relating to the labor or services I provide.

Contractor Signature

Contractor Title

Date

EXHIBIT 3

Professional Services Contract

WORKERS' COMPENSATION EXEMPTION CERTIFICATE

(To be used only when Contractor claims to be exempt from Workers' Compensation coverage requirements)

Contractor is exempt from the requirement to obtain workers' compensation insurance under ORS Chapter 656 for the following reason (*check the appropriate box*):

SOLE PROPRIETOR

- Contractor is a sole proprietor, and
- Contractor has no employees, and
- Contractor will not hire employees to perform this Contract.

CORPORATION - FOR PROFIT

- Contractor's business is incorporated, and
- All employees of the corporation are officers and directors and have a substantial ownership interest* in the corporation, and
- All work will be performed by the officers and directors; Contractor will not hire other employees to perform this Contract.

CORPORATION - NONPROFIT

- Contractor's business is incorporated as a nonprofit corporation, and
- Contractor has no employees; all work is performed by volunteers, and
- Contractor will not hire employees to perform this Contract.

PARTNERSHIP

- Contractor is a partnership, and
- Contractor has no employees, and
- All work will be performed by the partners; Contractor will not hire employees to perform this Contract, and
- Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving, or demolition of an improvement to real property or appurtenances thereto.**

LIMITED LIABILITY COMPANY

- Contractor is a limited liability company, and
- Contractor has no employees, and
- All work will be performed by the members; Contractor will not hire employees to perform this Contract, and

- If Contractor has more than one member, Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving, or demolition of an improvement to real property or appurtenances thereto.**

*NOTE: Under OAR 436-050-0050, a shareholder has a "substantial ownership" interest if the shareholder owns a percentage of ownership equal to or greater than the average percentage of ownership of all the owners, or ten percent, whichever is less.

**NOTE: Under certain circumstances, partnerships and limited liability companies can claim an exemption even when performing construction work. The requirements for this exemption are complicated.

Contractor Signature

Contractor Printed Name

Contractor Title

Date