



**Request for Proposal
Heavy Equipment Simulation Units and Software**

Schedule of Events

The following schedule is a proposed schedule and is subject to change.

Proposed Schedule

- RFP Release:.....(December 12, 2022)
- Deadline for questions and requests for clarification:(January 2, 2023)
- Addendum Q & A posted on Oregon Buys:.....(January 8, 2023)
- Proposals Due:(January 11, 2023)
- Tentative interviews and/or software demonstrations (if required):(January 14, 2023)
- Tentative Announcement of intent to award:(January 21, 2023)

1) **GENERAL INFORMATION AND INSTRUCTIONS**

Invitation

Through this invitation, SWOCC seeks proposals from qualified companies to provide heavy equipment simulation units and software to the college within the available budget of \$250,000.

This RFP neither commits SWOCC to the awarding of the contract, nor to pay any costs incurred in the preparation and submission of proposals in anticipation of a contract. SWOCC also reserves the right to cancel this solicitation at any time without any liability.

a) **Background**

SWOCC serves Coos, Curry and Western Douglas counties. Southwestern fulfills the educational and cultural needs of our diverse communities by providing equitable access to exceptional teaching and learning in a collaborative, engaging, sustainable environment, which supports innovation, lifelong enrichment, and contribution to a global society. The College has adapted throughout its history to regional labor market needs, providing robust offerings in career and technical education areas. Southwestern recognizes that, with changing demographics throughout the Southern Oregon coastal region, the district’s service areas are seeing a significant increase in needs for skilled trade workers. The

college is moving forward with developing a pre-apprenticeship in construction pathway that will include a heavy equipment operating training component through the use of heavy equipment simulation equipment and software.

b) Additional Information

College Website: <https://www.socc.edu/>

College Fact & Statistics:

https://mylakerlink.socc.edu/ICS/Resource_Center/Planning_Reporting_Surveys/College_Statistics/

c) Submittal of Proposals

Interested Proposers may respond to this invitation by submitting one (1) PDF electronic copy of their written proposal and all attachments. Proposals must be formatted to be on a standard 8 1/2" x 11" paper, font to be easily read (such as Times New Roman or Ariel), font size 12 pt., and include a watermark of "Original" on each page. All proposals must be received before 3:00PM PST of the closing date specified in the proposal schedule and submitted to nichelle.clubb@socc.edu in the Office of Administrative Services.

NOTE: Telephone or facsimile transmitted submittals will NOT be accepted. Proposals received after the specified time and date **shall NOT** be given further consideration.

2) INSTRUCTIONS TO PROPOSERS

a) Opening and Reading of Proposals

Proposals shall not be disclosed until contract award is complete (ORS 194.410 to 192.505). Delivery is the sole responsibility of the Proposer. Proposals received after the specific time and date will not be considered.

b) Proposal Ownership

All opened proposals become the property of SWOCC and will not be returned to the proposer.

c) Trade Secrets/Proprietary Information

Trade secrets or proprietary information that are recognized as such and are protected by law (ORS 646.461 to 646.475) may be withheld, if clearly identified as such in the response. Pricing information and discounts cannot be considered proprietary information. If a proposal contains information considered to be trade secrets or proprietary that the

proposer does not want disclosed to be disclosed, or to be used by SWOCC for any other purpose but evaluation of their offer, each sheet of such information must be marked with the following legend:

“This data shall not be disclosed outside the College or be duplicated, used or disclosed in whole or in part for any purpose other than to evaluate the proposal; provided, that if a contract is awarded to the Contractor as a result of, or in connection with, the submission of such information, the College shall have the right to duplicate, use or disclose this information to the extent provided in the contract. This restriction does not limit the College’s right to use information contained herein if it is obtained from another source.”

d) Proposal Rejection and Cancellation

SWOCC reserves the right to reject any or all proposals, and for good cause, cancel any or all portion of the procurement related to this RFP. Proposals may be rejected for one or more of the following reasons, including but not limited to:

- i)** Failure to substantially adhere to one or more of the provisions established in this RFP;
- ii)** Failure to submit a proposal in specified format herein;
- iii)** Failure to submit a proposal within the time requirements established herein;
- iv)** Failure to adhere to generally accepted ethical and professional standards before, during, or after the proposal process.

SWOCC may reject any proposal not in compliance with any or all prescribed public procurement procedures and requirements, and may reject, for good cause, any or all proposals upon finding that it is in the best public interest to do so.

e) Request for Clarification/Additional Information

Requests for information regarding this RFP shall be submitted, by email, directly to nichelle.clubb@socc.edu in the Office of Administrative Services; this office is the sole point of contact for this procurement.

For questions or technical information, Proposer(s) may contact Administrative Services at 541-888-7206, until 3:00PM January 2, 2023. Responses to questions will be posted on the Administrative Services website at: [Bids and Requests for Proposals - Main View | Procurement | Administrative Services | Portal \(socc.edu\)](#) and Oregon Buys. All communication between the Proposer(s) shall be in writing or submitted by email. Email inquiries shall be identified in the subject line as **“Heavy Equipment Simulation Units & Software RFP.”** Proposer(s) are to rely on written statements issues exclusively by the VP of Administrative Services or designee. Any other communication will be considered unofficial and non-binding.

Requests must be received by the deadline specified in the proposed timeline; any requests received after the deadline will NOT receive a response.

Answers that require any adjustments to this solicitation will be provided to all proposers of record in the form of an addendum.

f) Addenda

Addenda will be posted to Administrative Services website: [Bids and Requests for Proposals - Main View | Procurement | Administrative Services | Portal \(socc.edu\)](#) and Oregon Buys.

No addenda will be issued later than three (3) days prior to the deadline specified in the Proposed Schedule, except an addendum postponing the date for receipt of proposals or withdrawing the solicitation.

SWOCC reserves the right to extend any deadlines at its sole discretion; any extension will be published as an addendum.

Each Proposer shall ascertain, prior to submitting the proposal, that the Proposer has received all addenda issues. Receipt of addenda shall be acknowledged in the appropriate location on the proposal form, Appendix B.

g) Rights to Clarification and Research

SWOCC reserves the right to obtain clarification of any point in a proposal or to obtain additional information necessary to properly evaluate a particular proposal. Failure of a request to respond to such a request for additional information shall result in finding the Proposer non-responsive and consequent rejection of the proposal.

Notwithstanding any other provision of this RFP, SWOCC expressly reserves the right to:

- i) Conduct discussions with any or all Vendors for the purpose of clarification of proposals;
- ii) Waive, or decline to waive, any insignificant defect or informality in any proposal or proposal procedures;
- iii) Accept, reject, or negotiate the terms of any proposal, or any parts thereof, for the purpose of obtaining best and final offer.

h) Modification or Withdrawal of Proposal

A proposal may not be modified, withdrawn, or cancelled by the Proposer for sixty (60)

calendar days following the specified time and date designated for receipt of proposals by SWOCC.

Prior to the time and date designated for receipt of proposals, proposals submitted early may be modified or withdrawn only by written notice to the Office of Administrative Services, addressed to the proposal submittal location. Such a notification must be received prior to time and date designated for receipt of proposals.

i) Debarment

The Proposer certifies that neither it nor its principles are presently debarred, suspended, proposed for debarment, declined ineligible, or voluntarily excluded from participation in the transaction by any government debarment or agency. If the Proposer cannot certify this statement, attach a written explanation in the transmittal letter.

j) Preparation Costs

Please note that throughout this RFP, SWOCC will not accept proposals or queries that require the College to pay the cost of production or delivery.

3) SCOPE OF WORK

Nature of Services Required

a) Experience: Bidder shall provide, in an outlined format, its resources, expertise, and experience to fulfill the needs of this RFP. Capabilities of the Bidder shall include, but are not limited, to the following:

- i.) Describe your available simulation equipment that has applicability to a pre-apprenticeship pathway.
- ii.) Describe how your company manages equipment and software installation and software updates.
- iii.) List of college or trade programs in which your equipment is has been utilized in the past five years. Please indicate which programs are current.

b) Scope of Services: The Bidder shall describe how it will fulfill the specifications as described below.

- i.) Provide heavy equipment simulation units that are mobile and flexible (e.g., desktop units), as well as types of simulation units that are classroom bound.
- ii.) Have the ability to deploy and install simulation units at two locations (SWOCC's campus in Coos Bay and SWOCC's campus in Brookings).
- iii.) Provide initial installation, setup and training.

4) **GENERAL TERMS & CONDITIONS**

THIS AGREEMENT is entered into by and between Southwestern Oregon Community College, a Community College District of the State of Oregon, hereinafter called the **College**, and the selected **Contractor** or **Provider**.

WHEREAS, the College has need for the services of **Heavy Equipment Simulation Units & Software** with the particular training, ability, and knowledge, and experience possessed by the Contractor, in consideration of the agreed upon financial proposal the Contractor agrees to provide during the period(s) indicated in the attached documents the services indicated herein.

In providing these services, it is understood and agreed that all conditions herein shall apply to all services rendered within the context of this invitation and resulting award.

a) **Contractor Status**

Contractor is engaged as an Independent Contractor and shall be responsible for all Federal and State taxes as applicable to this contract and the payments made therewith.

b) **Contractor Supervision and Control**

Whether Contractor is a corporation, partnership, other legal entity, or an individual, Contractor is an Independent Contractor. If Contractor is an individual, Contractor's duties will be performed with the understanding that Contractor is a self-employed person and has special expertise as to the services which Contractor has to perform and that Contractor is customarily engaged in the independent performance of the same and/or similar services for others. The manner in which the services are performed shall be controlled by Contractor; however, the nature of the services and the results to be achieved shall be specified by the College. Contractors is not to be deemed an employee of College and has no authority to make any binding commitments or obligations on behalf of College except to the extent expressly provided herein.

c) **Eligibility for Public Assistance or Support**

Contractor shall not be eligible for any Federal Social Security, State Worker's Compensation, Unemployment Insurance, or Public Employees Retirement System benefits from subject contract payments, and Contractor shall be responsible for same as a self-employed individual/firm.

d) **Termination of Contract**

The contract resulting from this solicitation may be terminated at any time by the College for good cause. Good cause may be such as items as breach of contract by Contractor, failure of Contractor to fulfill requirements for insurance, workers compensation, professional registration, bonding or licensing, failure of Contractor to perform in accordance with any requirements of the contract including the meeting of delivery dates, invoicing, filings, and other requirements.

This contract may also be terminated for convenience of the College without warning or advance notice. If the contract is terminated for convenience of the College, any monies owing to either party shall be paid within thirty (30) days of contract termination.

e) Insurance

Contractor shall maintain in force for duration of this contract the insurance coverage specified below. Each policy required by these provisions shall be written as a primary policy, not contributing with or in excess of any coverage which the College may carry. A copy of each policy or a certificate satisfactory to College shall be submitted to the College prior to commencement of the work each year. Unless otherwise specified, each Certificate of Insurance shall show an insurance carrier licensed to do business in the State of Oregon and shall contain an endorsement entitling the College to not less than 30 days prior written notice of any material change, non-renewal or cancellation.

The adequacy of all insurance required by these provisions shall be subject to approval by the College. Failure to maintain any insurance coverage required by this contract shall be cause of immediate termination of this contract by the College.

f) Liability

The Contractor shall maintain commercial general liability and automobile liability insurance policy with coverage of not less than \$2,000,000 combined single limit per occurrence, for bodily injury, personal injury or property damage. Both policies shall contain an endorsement naming the College as an additional insured, in a form satisfactory to College.

g) Network Security and Privacy Liability

The contractor shall maintain network security and privacy liability for the duration of the contract and for the period of time in which Contractor (or its Business Associates or subcontractor(s)) maintains, possesses, stores or has access to College data, whichever is longer, with coverage of not less than \$2,000,000 per claim or incident. This insurance shall include coverage for third party claims and for losses, thefts, unauthorized disclosures, access or use of College (including student) data (which may include, but is not limited to, Personally Identifiable Information ("PII"), Payment Card Data in any format,

including coverage for accidental loss, theft, unauthorized disclosure access or use of College data.

Tail Coverage:

“ If any of the required liability insurance is on a “claims made” basis, recipient shall maintain either “tail” coverage or continuous “claims made” liability coverage, provided the effective date of the continuous “claims made” coverage is on or before the effective date of the Contract/Agreement, for a minimum of 24 months following the later of:

(1) Recipient’s completion of all services and College’s acceptance of all services required under the Contract/Agreement, or

(2) The expiration of all warranty periods provided under the Contract/Agreement. Notwithstanding the foregoing 24-month requirement, if recipient elects to maintain “tail” coverage and the maximum time period “tail” coverage is reasonably available in the marketplace is less than the 24-month period described above, recipient shall maintain “tail” coverage for the maximum time period “tail” coverage is reasonably available in the marketplace for the coverage required.

h) Workers’ Compensation and Employers’ Liability Insurance

Contractor shall maintain a current policy of workers’ compensation and employers’ liability coverage. Contractor shall comply with the Oregon Workers’ Compensation law (ORS 656) by qualifying as a carrier-insured employer or as a self-insured employer and shall strictly comply with all other applicable provisions of such law. Contractor shall provide College with such further assurances as College may require from time-to-time that Contractor is in compliance with these workers’ compensation coverage requirements and the workers’ compensation law.

i) Limitation of Liability

The Contractor shall not be liable for failure to perform its obligations herein when such failure is unequivocally the results of acts beyond the Contractor’s control (force majeure); some, but not all, such acts are acts of God or of the public enemy, acts of local, state or federal government in either their sovereign or contractual capacity, fires, floods, civil disobedience, strikes, lock-outs, freight embargoes, inclement weather, errors or defects in the data supplied by the College, or other such failures and shortcomings.

j) Subcontracting and Assignment

Contractor shall **NOT** subcontract any work under this contract or assign this contract, in whole or in part, or any right or obligation hereunder, without College’s prior written

approval. Contractor shall require any approved subcontractor or assignee to agree, as pertains to the portion subcontracted or assigned, to comply with all obligations specified in this contract. Notwithstanding College's approval of a subcontractor or assignee, Contractor shall remain obligated for full performance of this contract and College shall incur no obligation to any subcontractor or assignee.

k) Discrimination

The Contractor agrees not to discriminate against any client, employee or applicant for employment or for services, because of race, creed, color, national origin, gender, ethnic background, or age with regard to, but not limited to, the following: Employment upgrading, demotion or transfer; Recruitment or recruitment advertising; Layoffs or termination; Rates of pay or other forms of compensation; Selection for training; Rendition of services. It is further understood that any Contractor who is in violation of this clause shall be barred forthwith from receiving awards of any kind from the College, unless a satisfactory showing is made that discriminatory practices have terminated and that a recurrence of such acts is unlikely.

l) Notices

Notices in compliance with this contract shall be deemed given when personally delivered or upon deposit in the United States mail, postage fully prepaid, certified, and return receipt requested, addressed to:

College: Address on Cover of this RFP
Contractor: Address given in Response Documents to RFP

or such other address as either party may provide by notice given in accordance with this provision.

m) Performance Standards and Compliances

All work performed within the context of this agreement shall be in compliance with:

- a. Oregon Revised Statute Chapter 656;
- b. Oregon Revised Statute Chapters 279A, 279B, and 279C;
- c. Oregon Revised Statute 30.26 through 30.30 (public agency torts);
- d. Oregon Administrative Rules Chapter 125;
- e. US Code Titles 42 (especially sections 1983, 1985, and 1988); and,

Oregon and local tax laws and regulations; and other Federal, State and Local laws and regulations as may be applicable to the College. Contractor shall comply with all federal, state, and local laws and regulations, and all of the Colleges' rules and policies concerning environmental health and safety and worker's compensation. Contractor shall permit

inspection of all service units under its control by the applicable authority and shall comply in a timely manner with all directives issued by such authorities and regulatory bodies.

n) Contract Engagement and Conditions Thereto

This contract, unless otherwise interrupted or canceled, shall be valid for a period of 2 years. At the sole discretion of the College, the contract may be renewed for up to three consecutive 1 year periods directly following 2nd year period.

o) Contract Termination Conditions

Notwithstanding other portions of this agreement, this contract may be terminated if any of the following actions take place:

- a. The Contractor is no longer legally qualified as a licensed business to practice its' services within the State of Oregon;
- b. Any suit is filed against the College regarding the Contractor's performance, which, in the opinion of a neutral third-party attorney, is significant and substantive and has a reasonable likelihood of success.
- c. The Contractor engages in anti-competitive activities such as blocking competition, displays of favoritism, improper patronage, or any other activities which, in the sole judgment of the College, are not in concert with the mission and scope of work stated above;
- d. Failure to reach agreement on subsequent-years fees
- e. Other valid reasons, for example, may be the lack of funds, for unacceptable performance of the Contractor, for lapse of required services provision, for lapse of required registrations or insurance coverage, or for any other documentable reason.

The contract may be canceled by the delivery of a certified letter from the President of the College or designee, at his or her sole discretion, giving thirty calendar days' notice of intent to cancel. The notice shall give reason for termination of the contract. At the end of the thirty-day period, if the notice is not rescinded by certified or registered mail from the President or designee, the contract shall be deemed to have been canceled.

p) Integration and Severability

This contract embodies the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein, incorporated within the

enabling purchase order, either directly or by reference, and understood to be the **contract documents**. This contract shall supersede all prior communications, representations or agreements, either oral or written, between the parties. This contract shall not be amended except in writing, signed by both parties. If any of the provisions herein are determined to be invalid under any local, state, or federal statute, regulation, or rule of law, such provision shall be deemed omitted from this document. Each provision of this agreement is severable, and if any provision is held to be unenforceable or is vacated by mutual agreement of the parties in writing, the remainder of the provisions shall remain unchanged and in effect, undiminished, and unchanged.

q) Employment Relations

Contractor shall be solely responsible for its own employment relations with any trade or union and their representatives and shall negotiate and adjust, in good faith, any and all disputes arising out of Contractor's operations with employees and/or unions representing its employees. Contractor shall comply with all federal, state and local laws, policies, rules and regulations concerning employment and labor relations.

5) Proposal Requirements, Evaluation, and Award

a) Proposal Requirements

Proposals must be submitted to provide all requested services. As a minimum, the proposal in written form should include the following information:

- i)** A brief description of Bidder's organization.
- ii)** A description of the Bidder's understanding of the work requirements and a management plan for its accomplishment and must include a response to all elements described in RFP Section Specifications.
- iii)** Three (3) relevant client references that may be contacted by SWOCC.
Note: Include the client's name, point of contact, and phone number.
- iv)** A summary of the Bidder's relevant experience for the past 5 years.
- v)** A summary of the cost of the heavy equipment simulation units, including shipping and installation at two locations.
- vi)** Any other services not listed herein that you believe may be of interest to SWOCC.

b) Evaluation and Selection Process

i) Phase One: Pass/Fail Analysis

Proposals will initially be reviewed by the Office of Administrative Services and separated into two categories "pass" and "fail". Only those proposals which "pass" will be eligible for committee review and evaluation. Those proposals which "fail" will be

withdrawn from consideration. To “pass” the initial review, firms must:

* Submit proposals (delivered) by the deadline as specified in the “Schedule of Events” Proposals Due date.

* Submit proposals in the correct format as specified in section 6s, “Proposal Format”

ii) Phase Two: Evaluation

The technical evaluation Submittal of Proposals will be performed by the Office of Instruction committee.

All qualifying proposals, the primary factors will be considered as outlined in Appendix A.

6) SPECIFIC PROPOSAL CONTENT

The following information shall be submitted by the proposer and analyzed by the College in accordance with the standards set forth directly above:

a) Transmittal Letter

The transmittal letter shall not be more than two (2) pages in length and shall address the proposer’s understanding of the objective of the services to be provided.

b) Summary of Proposers Qualifications/Reference Check

In a brief summary, state, in general terms:

- * The Proposer’s overall qualifications to perform the work described in this solicitation.
- * Provide an overview of the firm’s history, size, and services offered.
- * Describe any processes, policies, procedures, and/or philosophies that differentiate the Proposer’s firm from others.

Separate from the summary, describe three (3) recent projects similar to the objectives described in this solicitation.

Please provide a name, title, and telephone number of the official who may be contacted as a reference for the completed work stated above.

c) Proposal Format

All submitted Proposals must include a version saved as PDF electronic copy. Proposals

must be formatted to be on a standard 8 1/2" x 11" paper, font to be easily read (such as Times New Roman or Ariel), font size 12 pt., and include a watermark of "Original" on each page. The length of the proposal shall be no greater than **30 pages** excluding the table of contents; the transmittal letter, and any attachments. The College will not accept proposals that require payment by the College.

APPENDIX A –Heavy Equipment Simulation Units & Software

Typical Analysis & Scoring Sheet

NAME OF PROPOSER:

DATE:

Phase One Name of Evaluator Administrative Services:

1. Pass/Fail

Firm & Proposal Checklist

	Yes	No
On-Time	()	()
Correct Formatting	()	()

If proposal does not “pass”, no further consideration will be given.

Phase Two Name of Evaluator Office of Instruction:

2. Scoring/Points

The maximum of points will be assigned to each category from the sections of the RFP indicated below by each scorer where the highest score is the most desirable score.

5.a Proposal Requirements, Evaluation, and Award..... (Maximum of 25 Points)

3.a Scope of Work – Experience..... (Maximum of 25 Points)

3.b Scope of Work – Scope of Services.....(Maximum of 50 Points)

Total combined available points..... (100 Points)

Comments on proposal, costs, references, exceptions, services and other related issues:

APPENDIX B -Heavy Equipment Simulation Units & Software

PROSPOAL FORM & GENERAL INFORMATION

The Proposer makes the following statements and representations as part of the proposal:

CORPORATE HEAD OFFICES	
PROPOSER ADDRESS	
<hr/> <hr/>	
TELEPHONE _____	FAX NUMBER _____

LOCAL OFFICES (To be used for All Legal And Contractual Correspondence)	
PROPOSER ADDRESS	
<hr/> <hr/>	
TELEPHONE _____	FAX NUMBER _____

FIRM INFORMATION	
1. Federal Taxpayer ID Number (or Social Security Number if not a Corporation)	
<hr/>	
2. How long has the Proposer been in business? Under which means?	
<hr/> <hr/> <hr/>	

Appendix B – Heavy Equipment Simulation Units & Software – Continued:

PROSPOAL FORM & GENERAL INFORMATION

GENERAL INFORMATION (ATTACH ADDITIONAL PAGES AS NEEDED)

1. If a corporation, list the date and state of incorporation, and the names of all stockholders in the local office. (Attach a separate sheet if necessary.)

2. If a partnership, list names of all partners in local office. (Attach a separate sheet if necessary.)

3. List the number of professional staff by level employed in the local office. (Attach a separate sheet if necessary.)

4. Is the Proposer presently engaged to perform these types of services listed in this RFP to any other public agencies within Oregon? If yes, provide the following information: (The length of the list is discretionary based upon the ability to effectively communicate a firm’s experience as required by this solicitation.) (Attach a separate sheet if necessary.)

Name of Agency	Contract Ends	Staff Assigned
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5. Has the Proposer field staff received continuing education in federal and state higher education text/materials laws during the past 2 years? Briefly describe. (Attach a separate sheet if necessary.)

6. Has the Proposer been the object of any disciplinary action during the past 5 years? If yes, describe action and outcome. (Attach a separate sheet if necessary.)

7. Has the Proposer ever bid or submitted a proposal to Southwestern Oregon Community College under another name? If yes, list the name(s) used. (Attach a separate sheet if necessary.)

Appendix B – Heavy Equipment Simulation Units & Software – Continued:

PROPOSAL FORM & GENERAL INFORMATION

EXCEPTIONS & RESIDENCY

1. Are there exceptions to the work scope or specifications in this proposal (circle one)?

YES

NO

Exceptions to any of the specifications or requirements shall be noted in writing and attached to this Proposal Form when submitted. By taking exceptions and clearly stating them in writing on a separate sheet of paper headed Exceptions and showing the solicitation number and the Proposer's Name, and by offering alternatives to replace the excepted requirements with clear pricing options corresponding to each exception taken, the Proposer may still compete in the solicitation. The College shall be the sole judge of the acceptability of any exceptions. In the absence of exceptions, the proposal shall be for all professional services precisely as specified.

2. Is the Proposer an Oregon resident (circle one)?

YES

NO

Oregon Resident, per ORS 279.029, means a Proposer that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the proposal, has a business address in this state on this form that the Proposer is an "Oregon resident."

ADDENDA ACKNOWLEDGEMENT

The Proposer hereby acknowledges receipt of the following Addenda related to the subject solicitation documents (circle all received):

/None/ 1/2/3/4/5/6/7/8/9/10/

Appendix B – Heavy Equipment Simulation Units & Software – Continued:

PROPOSAL FORM & GENERAL INFORMATION

The undersigned hereby submits this *Proposal* to furnish all material and labor as indicated and agrees to be bound by the following documents: Invitation for Sealed Proposals, Instructions and Supplementary Instructions to Proposers, General and Supplementary Conditions, Specifications, Proposal Form, Exceptions which are acceptable to the College.

CERTIFICATIONS

Non-Collusion

The undersigned Proposer hereby certifies that it, its officers, partners, owners, agents, representatives, employees and parties in interest, including the affiant, has not in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, potential Proposer, firm or person, in connection with this solicitation, to submit a collusive or sham bid, to refrain from bidding, to manipulate or ascertain the price(s) of other Proposers or potential Proposers, or to secure through any unlawful act an advantage over other Proposers or the college.

The prices submitted herein have been arrived at in an entirely independent and lawful manner by the Proposer without consultation with other Proposers or potential Proposers or foreknowledge of the prices to be submitted in response to this solicitation by other Proposers or potential Proposers on the part of the Proposer, its officers, partners, owners, agents, representatives, employees or parties in interest, including the affiant.

Conflict of Interest

The undersigned Proposer and each person signing on behalf of the Proposer certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of the Southwestern Oregon Community College of Education or college officer, employee, or person, whose salary is payable in whole or part by Southwestern Oregon Community College, has a direct or indirect financial interest in the award of this Proposal, or in the services to which this Proposal relates, or in any off the profits, real or potential, thereof.

SIGNATURE BLOCK

Company Name: _____

Signer's Mailing Address: _____

Signer's City/State/Zip: _____

Signer's Telephone Number: _____

Signer's Facsimile Number: _____

Signer's Name (Printed): _____

Signer's Title: _____

Signature: _____

Date: _____