

Jefferson County School District 509 J
Request for Proposal

HVAC Control System Retro-commissioning – Warm Springs K-8 Academy
and Madras Performing Arts Center

DUE DATE & TIME

October 8, 2020 no later than 3:00 p.m. PDT
No Late Responses Will Be Accepted

SUBMIT TO:

Jefferson County School District
Eddie Adams, Facilities Supervisor
674 SE Buff St.
Madras, OR 97741

Support Services Office
445 SE Buff Street • Madras OR 97741
Telephone: (541) 475-6192

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I. **REQUEST FOR PROPOSAL**

**PUBLISHED NOTICE
REQUEST FOR PROPOSAL**

Notice is hereby given that proposals will be accepted by the Jefferson County School District at the Support Services Office, located at 445 SE Buff Street, Madras, OR 97741 no later than 3:00 p.m. 10/8/2020.

The Jefferson County School District 509J (District) is seeking written proposals from qualified Firms to provide all labor, materials and equipment required for a retro-commissioning to the existing HVAC control system for the Warm Springs K-8 Academy and the Madras Performing Arts Center to provide energy efficient changes to the systems. Both buildings were built in 2014 and the HVAC systems have been ineffective and results frequently in inconsistent temperatures at the sites. We are asking for your proposal to provide solutions to this project. The proposal shall, at a minimum, meet the requirements laid out in the technical analysis studies for the two buildings.

This is a qualifications-based process so while overall costs are a major factor, contractors who can provide the most experience and scope of services requested, will receive higher marks. The District invites interested contractors to complete and submit a proposal.

Electronic copies of the Request for Proposal may be obtained by calling the Support Services Building (541) 475-6192 or by emailing eadams@509j.net or Downloading from our website at <http://www.jcsd.k12.or.us>.

Proposals are due 10/8/2020 at 3 PM. Proposals received after that time will not be considered.

This solicitation does not obligate the District to pay any costs incurred in preparations or presentations or to select any proposer who responds. The District reserves the right to reject any proposal not in compliance with all prescribed requirements and may reject for good cause any or all proposals upon a written finding that it is in the public interest to do so.

There will be a mandatory pre-proposal meeting at the District Administration Office 445 SE Buff St. Madras, OR on 10/1/2020 @ 9:00 AM PST.

Published 9/25/2020

II. INFORMATION FOR NEW DESIGN

The present HVAC systems in both the Warm Springs K-8 Academy and the Madras Performing Arts Center are not functioning properly and one of the goals of this retro commissioning effort will be to discover the cause and/or source of the malfunction and advise the District as to the cause and/or source and recommend the solution or solutions. Also the successful responder shall propose energy efficient changes to existing HVAC control system. Quarterly training classes shall be offered at the contractor's location at no additional cost, provide the 2020-2021 training schedule in the RFP response.

Software adjustments should include full functionality for the following items.

- Programming (all programming shall be graphical with no line code programming allowed)
- Graphics
- Database creation
- No additional licensing fees to be required.

There shall be no additional software required for the owner to make future changes to the control system for the items shown above.

The updated control system needs to be web based. The control system shall be able to but not be limited to:

- Remotely Adjust the Room Temperature
- Monitor Room Temperatures
- Set Trends
- Have Optimum Start/Stop
- Graphic Displays
- Switch Between Heating and Cooling Set Points Automatically
- Capable of Multiple Users

Attachment #1 – Technical Analysis Study Warm Springs K-8 Academy and Attachment #2 Technical Analysis Study - Madras Performing Arts Center, provides additional information regarding the facility and current controls system.

III. MANDATORY PRE-PROPOSAL MEETING

There will be a mandatory pre-proposal meeting on 10/1/2020 at 9:00 a.m.

IV. PROPOSAL SUBMISSION REQUIREMENTS

The Contractor shall be responsible for preparing an effective, clear, and concise proposal. The proposals must include the following minimum information:

1. Cover letter addressed to Eddie Adams, Facilities Supervisor, and signed by a person legally authorized to bind the applicant to its proposal. The cover letter must include the name of the company and the person(s) representing this project, address, and telephone and fax numbers of the contractor and email address of the person(s) who are authorized to represent the proposer. (The letter should also include that the contractor has made no agreements with any company that places it as the sole contractor for such company).
2. The Contractor providing the primary service to the District shall demonstrate in-depth knowledge to complete the project on schedule and within budget.
3. Proof of licensure to do business in the State of Oregon.
4. Profile of the Company that includes articulation of experience with public sector accounts of similar size and scope of service.
5. Name(s), titles, and qualifications of proposed key personnel with experience in public sector accounts of similar size and scope of service.
6. Articulate a plan and ability to provide continued local service, delivery and support to meet the following scope of work, including examples of previous projects.
7. References of current clients.

8. This proposal requires you to include pages 10 through 12.
9. The Jefferson County School District 509J is an Equal Opportunity Employer. Each Contractor shall comply with federal, state, and local Equal Employment Opportunity requirements.

V. MINIMUM QUALIFICATIONS

1. This project must be completed by November 15, 2020 or at a time that will be as minimally invasive to the schools as possible.
2. Must be able to supply proper Insurance.
3. Before entering into contract, the successful respondent shall furnish to the District a Certificate of Insurance verifying all of the following coverage's and identifying the Jefferson County School District as an "additional insured." The Successful Responder shall be required to maintain and carry in force, for the duration of the contract, insurance coverage for the types and minimum liability.

VI. SELECTION PROCESS

1. Each proposal received will be evaluated to determine if it meets the stated requirements. Failure to meet these requirements may be cause for eliminating the proposal from further consideration.
2. The District reserves the right to reject any and all proposals, to waive any technicalities, informalities and irregularities, to accept or reject all parts of the proposal, and to be the sole judge of the suitability of the proposals offered.
3. Proposals will be evaluated on the following criteria:
 - a. Qualifications of the Contractor;
 - b. Qualifications of assigned staff;
 - c. System Design;
 - d. Ability to meet scope-of-work and service required;
 - e. Fees charged and cost effectiveness of the proposed services;
 - f. Interview and presentation;
 - g. Reference checks;
4. All submittals in response to this RFP are public records and available for inspection and copying upon request any portions of the RFP submittal marked as confidential will not be made public without consent of the Contractor prior to the award of the contract;
5. A review committee of qualified professionals will be appointed by the Human Resources and Operations Director or her designee. The review committee will evaluate the proposals received. The review committee will submit a recommendation to the Board of Directors.

VII. INSTRUCTIONS TO PROPOSERS

PROPOSALS: Proposals shall be in accordance with the specifications and other contract documents on file in the Human Resources and Operations Office, phone 541-475-6192. All proposals shall be addressed to the attention of the Eddie Adams, Facilities Supervisor for Jefferson County School District 509J, 445 SE Buff Street, Madras, OR 97741. Proposals shall be placed in an envelope which is sealed and which clearly states the name of the proposer, the date of the opening, and appropriate wording to indicate definitely the nature of the contents. Do not send proposals by FAX. Proposals submitted via FAX will not be accepted.

RFP COSTS: All costs incurred in the preparation and presentation of the RFP shall be the responsibility of the responding party to the RFP. All documents submitted as part of the RFP will become property of the District. Requests for specific material to be returned will be considered. Any material submitted that is confidential must be clearly marked as such.

CANCELLATION: The Jefferson County School District reserves the right to cancel this invitation or reject any and all proposals submitted or to waive any minor formalities of this call, if in the judgment of the School Board the best interest of the District would be served. No proposer may withdraw his/her proposal after the hour set for the opening thereof, unless the award of contract is delayed for a period exceeding thirty (30) days.

LATE PROPOSALS: Proposals received after the scheduled closing time will be returned to the respondent

unopened.

QUESTIONS AND CLARIFICATIONS: Questions, interpretations or clarifications of this RFP must be requested in writing. All questions should be directed to Eddie Adams, Facilities Supervisor eadams@509j.net. Oral instructions or information concerning the RFP given out by District employees or agents to prospective Respondents shall not bind the District.

EXTRA CHARGES: The proposal price shall be for the complete delivery, ready for Jefferson County School District 509J use, and shall include all applicable charges; extra changes will not be allowed. Proposals shall be prepared simply and economically, providing a straightforward, concise description of proposer's capabilities to satisfy the requirements of the RFP. Special production such as bindings, colored displays, and promotional material are not necessary; however, the proposer should be prepared to present to a selection panel onsite at the District offices if deemed necessary. Emphasis should be on completeness and clarity of the content.

INSURANCE: Successful Respondent shall be required to provide the School District with a certificate of insurance verifying that the successful Respondent has all of the following insurance coverages and endorses the School District as an additional insured: commercial general liability insurance, automobile liability insurance, and worker compensation insurance, each in an amount not less than required by the School Districts Policies.

ADDENDA: The District shall make interpretations, corrections, or changes of the Documents in writing by published Addenda. Any changes and/or addenda to this solicitation will be posted on the Jefferson County School District website at <http://jcsd.k12.or.us>. Addenda will not be mailed out and it is the responsibility of the prospective Proposer to consult the website regularly until Proposal Closing to avoid missing any Addenda. Failure to acknowledge all addenda may result in declaration of your proposal as non-responsive.

CERTIFICATION AS AN EEO AFFIRMATIVE ACTION EMPLOYER: Successful Respondent must abide by a policy of Equal Employment Opportunity Affirmative Action.

EQUAL OPPORTUNITY EMPLOYER: The Jefferson County School District 509J is committed to providing equal opportunities to State of Oregon certified Minority, Disadvantaged and Women's Business Enterprises in contracting activities. (OAR 445-050-0001 to 445-050-0090, State of Oregon). This contract is for public works subject to ORS 279C.800 to 279C.870 (the Oregon Prevailing Wage Rate Law).

LOCAL CONTRACTING: If the final evaluation scores are otherwise equal, the District prefers goods or services that have been manufactured or produced by a Local Business. The District desires to employ local businesses in the purchase, lease, or sale of any personal property, public improvements or services. The District wants the residents of the State of Oregon to benefit from optimizing local commerce and services, and the local employment opportunities they generate.

RESIDENT RESPONDENT: Respondents will be required to attest as to whether they are a resident or non-resident Respondent as defined in ORS 279A.120.

CONFLICT OF INTEREST: A Respondent submitting qualifications thereby certifies that no officer, agent or employee of the District who has a pecuniary interest in this RFP has participated in the contract negotiations on the part of the District, that the submission is made in good faith without fraud, collusion or connection of any kind with any other Respondent of the same RFP, and that the Respondent is competing solely in its own behalf without connection with or obligation to, any undisclosed person or firm.

CONFLICTS IN DOCUMENTS: In the event of a conflict or discrepancy among the Contract Documents, interpretations will be based on the following priorities:

1. Request for Proposal;
2. Addenda, with those of later date having precedence over those of earlier date;

3. Signed Change Orders;
4. Signed Agreement;
5. Schedules.

CONFIDENTIALITY: All information submitted by Respondents shall be public record and subject to disclosure pursuant to the Oregon Public Records Act (ORS 192.410 et seq.), except such portions of the submittals for which Respondent requests exception from disclosure consistent with Oregon Law. Any portion of qualifications submission that the Respondent claims constitutes a “trade secret” or is “confidential” must meet the requirements of ORS 192.501, ORS 192.502 and/or ORS 646.461 et seq. If the entire submittal is marked as constituting a “trade secret” or being “confidential,” at the District’s sole discretion, such a Proposal may be rejected as non-responsive.

CONSERVATION: Jefferson County School District 509J seeks to acquire supplies and services that promote resource conservation and reduce both greenhouse gas emissions and energy consumption. Energy and water efficient products and services will be considered in all district contracts and procurements.

When contracting for services or construction that will include the provision of energy-consuming products, agencies shall specify products that comply with the applicable ENERGY STAR or other recognized efficiency rating programs. These products if financially feasible will be given preference over less efficient products.

AWARD: The award of this contract will be made by the District based on the Proposal, which, in the District’s sole and absolute judgment, will best serve the best interests and needs of the District. The District reserves the right to accept or reject any or all the Proposals and waive as an informality any immaterial irregularities in the proposals received.

APPEALS AND PROTEST OF AWARD: Adversely affected or aggrieved Proposers shall have seven (7) calendar days from the date of the Intent-to-Award Announcement within which to file a written protest. All appeals must be in writing and physically received by the Human Resources and Operations Director no later than 10:00 a.m. on the seventh (7th) calendar day after the date of the Intent-to-Award Announcement or Proposal Results are posted to the website.

APPEAL OF AWARD TO
HVAC Control System Retro-commissioning Warm Springs K-8 Academy and Madras Performing Arts Center RFP

Jefferson County School District 509J
Human Resources and Operations Department
445 SE Buff Street
Madras OR 97741

Protests submitted after that date would not be considered. Protests must specify the grounds upon which the protest is based.

In order to be an adversely affected or aggrieved Proposer, the Proposer must claim to be eligible for award of the Contract as the highest ranked, responsible and responsive Proposer and that any and all higher ranked Proposers are ineligible to receive Contract award. An actual Proposer who is adversely affected or aggrieved by the award of the Contract to another Proposer may protest award, in writing, within the timeline established. The written protest shall state the grounds upon which the protest is based. No protest of award shall be considered after the deadline. Protests must specify the grounds for the appeal including the specific citation of law, rule, regulation, or procedure upon which the protest is based. The judgment used in scoring by individual evaluators is not grounds for appeal.

No protest award shall be considered because of the content of solicitation terms and conditions, contract terms and conditions or specifications after the deadline established for submitting protests of solicitation terms and conditions.

RFP documents may be picked up by the following methods:

Calling: 541-475-3536 x2103

E-mailing: eadams@509j.net

Downloading from our website at <http://www.jcsd.k12.or.us>

VIII. CONTRACTOR'S LIABILITY INSURANCE

The following are the insurance requirements.

General Liability insurance is required by the District with a combined single limit, or the equivalent, of not less than \$1,000,000 each occurrence, \$2,000,000 for multiple claimants, for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the State of Oregon, Jefferson County School District (Agency) and their divisions, officers and employees are Additional Insureds but only with respect to the Contractor's services to be provided under this Contract.

Automobile Liability insurance is required by the District with a combined single limit, or the equivalent, of not less than the Oregon Financial Responsibility Law (ORS 806.060), \$1,000,000 each accident or \$2,000,000 for multiple claims, for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable. Notice of cancellation or change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days written notice from the Contractor or its insurer(s) to Jefferson County School District (Agency).

Certificates of insurance. As evidence of the insurance coverages required by this contract, the Contractor shall furnish acceptable insurance certificates to Jefferson County School District (Agency) prior to its issuance of a Letter of Intent. The certificate will specify all of the parties who are Additional Insureds. Insuring companies or entities are subject to State acceptance. If requested complete copies of insurance policies, trust agreements, etc. shall be provided to the State. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

IX. TIMETABLE:

Issuance of RFP	September 25, 2020	
Mandatory Pre-Proposal Meeting	October 1, 2020	9:00 p.m.
Last Questions Due	October 6, 2020	2:00 p.m.
Proposal Due	October 8, 2020	3:00 p.m.
Intent to Award (Target)	October 15, 2020	
Award Contract	October 22, 2020	

The District reserves the right to deviate from this schedule.

X. CONTACT INFORMATION:

All inquiries for information regarding Proposal Submissions and Procurement Procedures should be directed to:

Eddie Adams, Facilities Supervisor

Phone: 541-475-6192

E-mail: eadams@509j.net

XI. DATE OF RETURN: **October 8, 2020 no later than 3:00 p.m.**

It is the sole responsibility of the firm to ensure that their proposal is received no later than the above time.

Attn: Eddie Adams
Jefferson County School District 509J, Facilities Office
445 SE Buff Street
Madras, Oregon 97741

XII. DEFINITIONS

The following definitions shall apply to the various titles used in these Documents:

Owner: Jefferson County School District 509J
674 SE Buff Street
Madras, OR 97741

Sites: Warm Springs K-8 Academy
50 Chukar Road
Warm Springs, OR 97761

Madras Performing Arts Center
412 Buff Street
MADRAS, OR 97741

XIII. PROPOSAL PROCEDURE

EXAMINATION OF SITE AND CONTRACT DOCUMENTS: Proposers shall carefully examine the documents and the construction site to obtain first-hand knowledge of existing conditions. Submit Proposal with the understanding that prior to submission of Proposal, Proposer has become acquainted with the requirements of the Contract Documents, the Site, and has obtained all information essential for completion of the work on or before the date specified.

The Proposer shall not, at any time after the submission of Proposal, set up any claims whatsoever based upon insufficient data or incorrectly assumed conditions. Nor shall Proposer claim any misunderstanding in regard to the nature, conditions, or character of Work to be done under the contract, and shall assume all risks resulting from any changes in conditions which may occur during the progress of the Work. Contractors will not be given extra payments for conditions, which can be determined by examining the Site and Contract Documents.

INTERPRETATION OF DOCUMENTS: The Owner will not be responsible for oral clarification. Submit in writing to the Owner, all questions regarding the Contract Documents. Replies in the form of Addenda will be issued to all Proposers of Record and will become a part of the Contract.

CORRECT SIGNATURES: If the Proposer is an individual trading under their own or a fictitious name, the Proposal shall be signed by the Authorized Individual of the Contractor, and the exact mailing address and telephone number shall be given. If someone other than the Authorized Individual signs the Proposal, then a notarized Certificate of Authority signed by the Authorized Individual of the Contractor shall accompany the Proposal.

If the Proposer is a firm or partnership trading under an individual or fictitious name, the Proposal shall be signed by one or more partners with the exact names and mailing addresses of the firm or partnership members included.

If someone other than a partner signs the Proposal, then a notarized Certificate of Authority signed by all the partners shall accompany the Proposal. If the Proposer is a corporation, the proposal shall be signed by the President or Vice-President, or by an individual with a notarized Certificate of Authority shall accompany the Proposal.

Names, titles, telephone numbers, and business addresses of the president, secretary, and treasurer shall appear on the Certificate or Authority. The corporate Proposer shall include the name of the state under which it is Incorporated.

No agreement will be made with a Proposer who is a foreign corporation, or who is operating under a fictitious or assumed name, unless such Proposer has complied or agrees to comply with the proper qualifications and registration under the laws of the State of Oregon, and such compliance or agreement to comply has been communicated to the Engineer at the time of the Proposal opening.

PROPOSAL ASSURANCE: The Proposer is to agree not to withdraw their Proposal for a period of 30 days after the scheduled closing time. If the Proposal is accepted, Proposer shall execute an Agreement with the Owner and deliver the required insurance certificates.

BACKGROUND CHECKS: Background checks are mandatory for all employees and contractors working on the site. It is the responsibility of the contractor to alert the School District of any changes to the list of employees including sub-contractors.

ADVANCED PAYMENTS & DEPOSITS: Jefferson County School District 509J will not provide advanced payments/deposits for goods or services.

PROPOSAL FORM
JEFFERSON COUNTY SCHOOL DISTRICT 509J
PAGES 11 THROUGH 15 MUST BE RETURNED WITH PROPOSAL
HVAC Control System Retro-commissioning Warm Springs K-8 Academy and Madras Performing Arts Center
The following form shall be part of Contract Work.

The Undersigned, having visited the Site of the proposed construction and having become familiarized with the conditions affecting the cost of the Work and all requirements of the Contract Documents, hereby proposes and agrees to provide any and all labor, materials, equipment, transportation, and services, and perform all Work for the project **HVAC Control System Retro-commissioning Warm Springs K-8 Academy and Madras Performing Arts Center**. The Undersigned also agrees to perform all Work in strict accordance with Contractors Proposal and any Addenda issued prior to Proposal closing date.

The Undersigned further agrees not to withdraw the Proposal for a period of thirty (30) days after the scheduled closing time. If awarded the Contract, the Undersigned further agrees to be bound by the Agreement with the Owner.

Proposer has made inspection of Site: Yes _____ No _____

Proposer's Name _____

Proposer's Address _____

Federal Tax I.D. # _____

Responders must hold current State Licensing applicable to any work they may be performing.

City of Madras Business License # _____

State of Oregon CCB # _____ Expiration Date _____

Telephone _____

If Firm Is Corporation, State in Which Incorporated _____

Base proposal of HVAC Control System Retro-commissioning Warm Springs K-8 Academy and Madras Performing Arts Center: All materials, services, and equipment necessary for completion of the Work shown in Contractors Proposal.

The Proposer specifically agrees to the provisions required by ORS 279C.840 that are required by this Contract.

_____ \$ _____
Proposal (Proposal Price in Words) (Numerically)

_____ Date _____
Signature of Proposer

Signing Officer _____

Office Held _____ Date _____

If a Partnership, Members of Firm _____

Corporate Seal

**CERTIFICATE OF COMPLIANCE WITH TAX LAWS
(MUST BE RETURNED WITH PROPOSAL)**

I, the undersigned, being first duly sworn, hereby certify under penalty of perjury that I am authorized to act on behalf of _____ [insert Proposer's name] and to the best of my knowledge, _____ [insert Proposer's name] is not in violation of any Oregon Tax Laws. For purposes of this Certificate, "Oregon Tax Laws" are those laws and programs listed in ORS 305.380(4), namely ORS Chapters 118, 314, 316, 317, 318, 320, 321 and 323 and Sections 10 to 20, Chapter 533, Oregon Laws 1981, as amended by Chapter 16, Oregon Laws 1982 (first special session); the elderly rental assistance program under ORS 310.630 to 310.706; and any local tax laws administered by the Oregon Department of Revenue under ORS 305.620. I will continue to comply with the tax laws of this state, or a political subdivision of this state, during the term of the public contract, and provide that my failure to comply with the tax laws, of this state or a political subdivision of this state, before I have executed the public contract or during the term of the public contract is a default for which the contracting agency/the State may terminate the public contract, and seek damage and other relief available, under the terms of the public contract or under applicable law.

Business Designation (check one):

Corporation Partnership Sole Proprietorship
 Governmental/Non-Profit Limited Liability Company

Social Security No. or Federal Tax Identification No.: _____

(Above information must be provided with the Proposal. If awarded the contract, this information will be reported to the Internal Revenue Service under the name and taxpayer I.D. number submitted. Information not matching IRS records could subject architect to 31 percent backup withholding.)

Signature: _____ Date: _____

Name: _____ Title: _____

Firm: _____

Address: _____

City/State/Zip: _____ Phone (____) _____

Fax: _____

Email: _____

**SIGNATURE PAGE
(MUST BE RETURNED WITH PROPOSAL)**

SIGNATURE OF FIRM'S DULY AUTHORIZED REPRESENTATIVE FOR THIS PROPOSAL MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF THE FIRM; ANY ALTERATIONS OR ERASURES TO THIS PROPOSAL MUST BE INITIALED IN INK BY THE UNDERSIGNED AUTHORIZED REPRESENTATIVE.

The undersigned agrees and certifies that he or she:

1. Has read and understands all Proposal instructions, specifications, and terms and conditions contained herein;
2. Is an authorized representative of the Proposer, that the information provided in this Proposal is true and accurate, and that providing incorrect or incomplete information may be cause of Proposal rejection or contract termination;
3. Is bound by and will comply with all requirements, specifications, and terms and conditions contained herein;
4. Will furnish the designated item(s) and/or service(s) in accordance with the contract if awarded to Proposer;
5. Proposer will provide its Federal Tax Identification number or Social Security Number with Proposal submission.

Authorized Signature: _____

Title: _____

Company Name: _____

Date: _____

FEIN ID# or SSN# (required) _____

ADDENDA RECEIPT: Acknowledge receipt of all addenda. This proposal includes all work indicated and specified in the following Addenda which were received during the time of proposal.

Addendum No. ____ Date: _____ Addendum No. ____ Date: _____

Addendum No. ____ Date: _____ Addendum No. ____ Date: _____

Pages 12 must be included with your proposal submission. Page 16 must be delivered by 4:00 p.m. on day of submission.

Upon reward of Contract

Performance and Payment Bond