

**Request for Proposal Number RFP # 2016-17 E-RATE
WIRELESS COMMUNICATION SERVICES
VOICE, DATA, AND BROADBAND; DISTRICTWIDE**

A. NOTICE OF REQUEST FOR PROPOSAL (RFP)

The Reynolds School District 7 (RSD7) is inviting proposals from qualified individuals, firms, partnerships, corporations, associations, or professional organizations for proposals and quotes to enhance the mobility and expand the network access inside select RSD7 schools.

The system must be in compliance with all applicable state and federal regulations, in addition to the performance standards described below. Any bidder must be an eligible service provider willing to complete the necessary communications and paperwork associated with the E-rate program.

B. PROPOSAL SUBMITTAL

All responses must be received by 2:00 pm, Monday, March 21, 2016.

All proposals shall be firm offers subject to acceptance by RSD7 and may not be withdrawn for a period of 90 calendar days following the last day to submit bids. Proposals may not be amended once submitted to RSD7, except as permitted by RSD7.

It is the sole responsibility of the person submitting the proposal to ensure that it is delivered on time. Any proposal submitted after 2:00 pm Pacific Standard Time on Monday, March 21, 2016 will be returned without consideration.

To submit a response to this request please **deliver one (1) original clearly marked “Original” and two (2) copies clearly marked “Copy”** of requested materials in a sealed envelope. All proposals shall be enclosed in a sealed envelope which includes bidder’s name and identification plainly marked with the words:

**“PROPOSAL RESPONDING TO RFP #2014-15 E-RATE WIRELESS COMMUNICATION
SERVICES VOICE, DATA, AND BROADBAND; DISTRICTWIDE”**

The proposal and copies shall be submitted to:

Reynolds School District 7
Attn: Business Office
1204 NE 201st St
Fairview, OR 97024

RSD7 shall not be responsible for, nor accept as a valid excuse a late proposal delivery, any delay in mail service or other method of delivery used by the proposer.

FOR YOUR CONVENIENCE:

An electronic copy of this RFP can be accessed via Reynolds School District website. URL:
<https://www.reynolds.k12.or.us/rfps>.

POINTS OF CONTACT:

Reynolds School District 7
Attn: Business Office
1204 NE 201st St.
Fairview, OR 97024
Phone: 503-661-7200
Email: it_rfp@rsd7.net

C. QUESTIONS, POSSIBLE ADDENDUMS AND WITHDRAWAL OF PROPOSALS

For questions or comments regarding this RFP process or the RFP documents, please submit your questions or comments in writing. You may submit requests for information and/or clarification in writing until 2:00 pm Friday, March 11, 2016. Questions must be typewritten or printed and sent to RSD7 via e-mail address it_rfp@rsd7.net. RSD7 shall not be obligated to answer any questions received after the above-specified deadline or any questions submitted in a manner other than as instructed above.

RSD7 will respond in writing to all questions by 5:00 pm Friday, March 18, 2016. All answers will be provided as a numbered questions and answer document, for example, RFP Q&A #1.

If it becomes necessary for RSD7 to revise any part of this RFP, or to provide clarification or additional information after the documents are released, RSD7 will e-mail the answers to the bidders.

RSD7 shall not, under any circumstance, be liable for any pre-contractual expenses incurred by potential contractors, and potential contractors shall not include any such expenses as part of their RFP. Pre-contractual expenses are defined as any expenses incurred by a potential contractor in: (1) preparing its proposal in response to this RFP; (2) submitting that proposal to RSD7; (3) negotiating with RSD7 any matter related to this RFP, including a possible contract; or (4) engaging in any other activity prior to the effective date of award, if any, of a contract resulting from this RFP.

Withdrawal of Proposal: Any proposer may withdraw a proposal, either personally or by written request at any time prior to the scheduled closing time for receipt of proposals.

To withdraw your proposal, contact:

Reynolds School District 7
Attn Business Office
1204 NE 201st St,
Fairview, OR 97024
Phone: 503.661.7200
Email: it_rfp@rsd7.net

D. GENERAL INSTRUCTIONS

1. **Scope of Contract.** The Contract is for various wireless services, voice, data, text, SMS, and related equipment, hereafter referred to as “Wireless Services”. The District will not accept clones, or gray market devices. The District shall be ordering, on an “as-requested (by verbal, online or email order to company representative) and/or “as-scheduled” (delivery as directed) basis for delivery to the District. Contractor shall provide all of the required products, delivery, warranty, set-up if requested and other related services as required within this RFP document, on an “as-scheduled” and/or “as-requested” basis in accordance with all the terms, conditions and specifications specified herein. All wireless services provided under this RFP must be commercially and readily available for purchase.
2. **Response to Request for Proposal.** Response to Request for Proposal to receive consideration shall be made in accordance with the following instructions:
 - A. Service Provider must provide contract pricing under the Western States Contracting Alliance (WSCA) Contract for Wireless Services. Items not eligible for reimbursement under E-rate must be itemized in the bid.
 - B. Response to Request for Proposal shall be delivered to District, on or before the day and hour set for the receipt of Response to Request for Proposal, enclosed in a sealed envelope and bearing the title of the work and the name of the Responding Contractor. Any Response to Request for Proposal received after the scheduled closing time for receipt of Response to Request for Proposal shall be returned to the Responding Contractor unopened.
3. **Withdrawal of RFP.** Any Responding Contractor may withdraw his/her RFP, either personally or by written request, at any time prior to the scheduled closing time for receipt of Response to Request for Proposal. However, a Responding Contractor is prohibited from responding again on the same work after withdrawing his/her RFP.
4. **Cancellation.** The Contracting Agency may cancel this procurement or reject any or all proposals in compliance with ORS 279B.100 and ORS 279B.060.
5. **Subcontractors.** By submitting a response to this RFP, the Proposer certifies it does not discriminate in obtaining required subcontractors pursuant to ORS 279A.110 and OAR 137-047-0260
6. **Agreement.** The form of agreement for the Contract, which the successful Responding Company, as Contractor, will be required to execute is included in and forms a part of this section and the Contract documents.
7. **Addenda.** Any addenda or bulletins issued during the time of RFP issuance, or forming a part of the documents furnished for the preparation of RFP, shall be covered in the RFP and shall be made a part of the contract. Failure to acknowledge receipt of all addenda on the proposal response page 11 or to include all addenda with the RFP proposal documents may be sufficient cause for rejecting the submitted proposal.

8. **Opening of Response to Request for Proposal.** At the time and place set forth for the opening and reading of Response to Request for Proposal, each and every RFP received prior to the scheduled closing time for receipt of Response to Request for Proposal will be publicly opened. Responding Contractors or their representatives and other interested persons may be present at the opening of Response to Request for Proposal. No award will be made at this time.

9. **Award or Rejection of Response to Request for Proposal.** The contract will be awarded at District's sole discretion. District reserves the right to reject any or all Response to Request for Proposal and/or waive any RFP informality. It is the intent of the District to award Contract(s) either "individually", "as a whole" or "in any combination", whichever would be in the best interest of the District. Award is contingent upon timely compliance with all RFP conditions and specifications, and negotiations. Pursuant to ORS 279B, the District reserves the right to award a Contract to the qualified responder(s) whose proposal meets the evaluation standards and will be most advantageous to the school district with price and all other factors considered, or to reject all Response to Request for Proposals, whichever is in the best interest of the District. The district further reserves the right to award RFP items on an individual per line item basis to one or more Responses, whichever is in the best interest of the district. The successful Responder(s) will be notified in the event of an award.

10. **Taxes.** The Contract payments shall exclude all applicable taxes. The District shall pay only the Oregon, and/or County local taxes and Use Tax on the rates (unit costs), when applicable will be listed separately on the monthly service invoice. The Federal Taxes or other additional communication charges may be applicable, including but not limited to FCC charges, etc., and will be reflected on monthly service invoices.

Charges and Taxes for any related issued hardware will be billed on account and appear on monthly invoices for service or separately on a monthly service invoice.

9. **Inspection of Responding Contractor's Facility.** As part of the District's evaluation process, the District reserves the right to inspect the facilities of the Responding Contractors prior to award of the contract. If representative(s) of the District determine after such inspection that the Contractor may not be capable of providing proper and satisfactory service/product to the District, the Contractor may not be considered for an award. Additionally, the District reserves the right to inspect the Contractor's facility during the contract period, any time during normal business hours upon prior notice. Responding Contractor may also be required to show evidence of their ability to furnish standard material from identified manufacturer. The District will make these contacts as a verification of availability, and may act as sole judge as to the responsiveness; and therefore, the Contractors' available facility.

10. **Contractor's Past Performance.** A Contractor may be ruled "Non-Responsive"/"Non-Responsible" based upon Contractor's unacceptable past performance which may include but not limited to: constant late/non deliveries, constant partial deliveries, delivery of wrong materials, products not meeting specification, providing incorrect prices, invoicing problems, default, etc.

11. **Contractor Qualifications.** In order to be considered for an award, the Contractor shall meet the following requirements:

The Contractor shall be required to verify that they have been “In The Business” of providing this type of equipment/services for a minimum period of three (3) consecutive years.

The successful bidder will be responsible for qualifying for and adhering to the Federal E-rate program.

12. **Award Criteria.** The document ‘Evaluation Standards’ included as part of this RFP will determine award(s) of various services and related equipment. Each prospective contractor will be required to respond to the Evaluation Standards to their best ability. The Evaluation Standards are considered part of this RFP and no RFP will be accepted without a response to the Evaluation Standards. The District understands that the Evaluation Standards will require some narrative in response. Please use additional pages and be as complete as possible in providing responses.

NOTE: This is a Requirements Contract; and as such, the District will purchase needed equipment and services which meet the stated specifications, on an “as-needed” basis, provided funds are available and requirements for service(s) and hardware are identified. The estimated figures listed herein are strictly provided for informational purposes only, and does not imply or guarantee that the District will purchase equipment at these cited amounts, or at any amount. The District may purchase none, some, or up to the volume cited, at the discretion of the District, based on availability of funds and requirements for service(s) and hardware are identified within the District. Additionally, the District may have one or more additional contracts to procure the same types of systems/equipment/service.

13. **Conflict of Interest.** By its signature hereunder, Contractor certifies that no District employee whose position in the District’s service enable him/her to influence any award of your offer or any competing offer and no District employee, spouse or economic dependent of such employee, shall have any direct financial interest in any transaction resulting from this request for proposal. If such conflict exists, the Contractor will notify the District in writing.

14. **If Bidder Protest.** Any bidder who submitted a proposal to the District may file a protest provided that each and all of the following are complied with:

- 14.1 The protest is in writing and complies with ORS 279B405 and OAR 137-047-0730;
- 14.2 The protest is filed and received by the District’s Chief Financial Officer or designee not more than three (3) calendar days following the date of the District’s selection of the apparent lowest responsible bidder;
- 14.3 The written protest sets forth, in detail, all grounds for the protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the ground for the protest; any matters not set forth in the written protest shall be deemed waived. All factual contentions must be supported by competent, admissible and credible evidence.

Any protest not conforming to the foregoing shall be rejected by the District as invalid. Provided that a protest is filed in strict conformity with the foregoing, the District’s **Chief Financial Officer** or such individual(s) as may be designated in his/her discretion, shall review and evaluate the basis of the protest, and shall provide a written decision to the bidder submitting the protest concurring with or

denying the protest. The District's written decision shall be final and not subject to reconsideration or appeal. No bidder shall seek judicial relief, in any form, relative to the District's intent to award the Contract, or the protest thereof, unless the foregoing protest procedure has been strictly and timely complied with by the bidder. The issuance of a written decision by the District shall be an express condition precedent to the institution of any legal proceeding relative to the proposal process, the District's intent to award the Contract, or the District's determination to reject all proposals.

15. **Term of Contract.** Any contract will be contingent upon the approval of E-Rate funding and governing board approval. The Universal Service discount mechanism for schools and libraries, commonly known as the E-Rate program, administered by the Universal Service Administrative Co. (USAC) for the Federal Communications Commission will fund a portion of this RFP. This proposal will be funded only if approved by USAC and if USAC appropriates the funds. Term of this agreement shall be July 1, 2016 through June 30, 2017. RSD7 reserves the right to extend the contract annually for up to four (4) additional years; not to exceed a total of five (5) years. In addition, the district reserves the right to fund, (proceed with project or purchase) or not to fund, regardless of E-rate approval.

In addition to the requirements outlined in this RFP Service Providers may be subject to additional requirements as outlined in the WSCA user agreements.

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WIRELESS COMMUNICATION SERVICES
VOICE, DATA, AND BROADBAND; DISTRICTWIDE**

C. EVALUATION STANDARDS-

Submit responses in this same numbered order

	Evaluation Standards	Relative Importance
1	Do you offer: Month to Month or minimum contract for cellular service;	would prefer month to month at same cost as annual or two year contract
2	Cost for : Pooled Voice plans (shared among particular group users) at (or within 100 minutes of), 400 minutes	pooling minutes spreads the allocation across many users
3	Cost of: Voice plans at (or within 100 minutes of), 400 minutes	what is cost of voice services at different tiers of service
4	Do you offer: Roll Over, how does it work? Roll Over minutes (oldest month drop off of rollover);	provides us with ability to have high users save unused minutes (during summer months) and draw upon those minutes as needed through the next year
5	Cost of: Unlimited Text plan, incoming and outgoing;	many of our staff wish to have text as option
6	Cost of: Unlimited Data plan	we need email and other data services for many staff
7	Cost of: Data plans for 2 GBs (or more)	cost
8	Cost of : devices for full data plans	cost
9	Cost of : shipping, normal for placed orders	cost
10	Cost of: Overnight or expedited shipping	cost
11	Cost of : Broadband modem/device	cost
12	Cost of: Broadband access full time, no limit on data	cost
13	Cost to cancel – after one month, one year, 2 years, Cell phone	cost
14	Cost to cancel – after one month, one year, 2 years, Broadband	cost
15	Cost of Activation / Implementation	cost
16	Do you offer any cellular signal boosters?	Cellular reception inside some buildings is poor
17	Are the phones capable of Wi-Fi calling?	Cellular reception inside some buildings is poor, and wi-fi calling would be beneficial
18	Do you offer: Mobile to Mobile at no charge;	we have many staff people that need to talk to one another, many on same services

19	Do you support direct Customer Service & vendor relations without third party involvement;	we prefer to work directly with company representatives rather than through third party companies
20	Can you guarantee short Customer Service response times in access or exit of plans, ports, changes, additions or deletes, return of product for replacement;	experience has taught us that many hours of time can be wasted trying to find trained people responding to cellular changes and customer related inquires
21	Can you disallow the ability to access entertainment (TV, movies, streaming services) and Directory Assistance calls	to maintain low costs, we wish to lock out, or disable from your central offices/systems
22	Can you disallow the ability to send or receive SMS, multimedia use;	to maintain low costs we wish to lock out or disable some users from such services
23	Do you have: Disaster & emergency response, mobile cell deployment for safety of users,	i.e., companies that have mobile cell systems in case of earthquake, fire, flood or other emergency situations that will cause normal cell service to be interrupted
24	Are you willing to provide fully activated, full data, email, voice and text capable, sample units (up to 5) to determine coverage and use of all options within any district facility;	our testing will resolve: Wireless broadband access and coverage, Cellular access and coverage, actual by experience rather than by provider map
25	Will you grant: two year agreement with option to renew on annual basis up to 5 years total;	to allow us to renew will reduce the amount of time spent on re-negotiating each year
26	Will you support our organization the ability to move or roll over or 'grandfather' into California State contracts for same or similar services if such new contracts are made available;	cost savings on state wide contracts may be lower than what can be offered to us on a single district basis, we would like to be able to move into lower cost options if they become available
27	What happens if a line exceeds its allowed voice minutes in a given month?	List any overage charges or other consequences
28	What happens if a line exceeds its allowed text messages in a given month?	List any overage charges or other consequences
29	What happens if a line exceeds its allowed data usage in a given month?	List any overage charges or other consequences

District Wireless Profile

Number of Cell Phone Users:

- Estimated 17 Smartphones
- Estimated 3 regular cell phones

Estimated Device Purchases: 20; See Breakdown of Users Listed above

Plan Minutes Allowed per Month: minimum 2000 per user, pooled

Plan Texts Allowed per Month: minimum 200 per user, pooled

Plan MBs of Data Allowed per Month: minimum 1GB per user, pooled

RFP FORM A This form is required to be submitted with your proposal.

TO: REYNOLDS SCHOOL DISTRICT 7, an Oregon School District, acting by and through its Board of Education ("District"), 1204 NE 201st, Fairview, OR 97024

FROM:

(Name of Company) (SPIN NUMBER)

(Address) (Fed. Tax ID #)

(City, State, Zip Code)

(Telephone) (Fax)

(Email Contact)

(Authorized Signature)

(Name(s) of Bidder's Authorized Representative(s) & Title)

(Date)

RFP Proposal Amount:

The proposal must be in ink or typewritten. Write out the total amount of your proposal:

Numeric Proposal Amount: \$_____

In the event of a conflict between the written and numeric version of the proposal, the written will prevail.

**RFP FORM B
CERTIFICATION**

This form is required to be submitted with your proposal.

I certify that I have read Request for Proposal #2014-15 E-RATE and the instructions for submitting an RFP. I further certify that I must submit **one (1) original clearly marked “Original” and two (2) copies clearly marked “Copy”** of the firm’s proposal in response to this request and that I am authorized to commit the firm to the proposal submitted.

In submitting this Request for Proposal, the undersigned acknowledges receipt of all Addendums issued by or on behalf of the District, as set forth below. The undersigned further confirms that this Request for Proposal incorporates and is inclusive of, all items or other matters contained in Addendums (if any) issued. The **Addendum** Nos. _____ received, **acknowledged and incorporated into this Request for Proposal are noted above.** The undersigned hereby proposes and agrees to furnish and deliver the goods or services as quoted in accordance with the terms, conditions, specifications, and prices herein quoted.

Signature

Typed or Printed Name

Title

Company

Address

Address

Telephone

Fax

Date

E-Mail

If you are responding as a corporation, please place your corporate seal in the space below:

[Type a quote from the document or the summary of an interesting point. You can position the text box anywhere in the document. Use the Text Box Tools tab to change the formatting of the pull quote text box.]

SUBCONTRACTORS LIST

The following is a list of the subcontractors that will be used in the work if the Proposer is awarded the contract, and no subcontractor not listed below will be used without the written approval of the Reynolds School District 7. Additional numbered pages outlining this portion of the Proposal may be attached to this page. NOTE; Subcontractor's address, telephone number, license number, and expiration date information may be omitted from this form but **MUST** be submitted within twenty four hours; (1) working day, following the opening of Proposals. Subcontractor's name, city of location, and type of work must be stated on the Proposal enclosed in the sealed envelope.

Proposer Name

SUBCONTRACTOR:		TYPE OF WORK:
Location/Address:		
LICENSE NO.:	Expiration Date: / /	
SUBCONTRACTOR:		TYPE OF WORK:
Location/Address:		
LICENSE NO.:	Expiration Date: / /	
SUBCONTRACTOR:		TYPE OF WORK:
Location/Address:		

SUBCONTRACTORS LIST All subcontractors in excess of ½ of 1% of total Proposal must be listed

SUPPLEMENTARY GENERAL CONDITIONS

- A. The implementation of this RFP is contingent on E-rate funding. Any contract will be contingent upon the approval of E-Rate funding and governing board approval. The Universal Service discount mechanism for schools and libraries, commonly known as the E-Rate program, administered by the Universal Service Administrative Co. (USAC) for the Federal Communications Commission will fund a portion of this RFP. This proposal will be funded only if approved by USAC and if USAC appropriates the funds. Term of this agreement shall be July 1, 2014 through June 30, 2015. The Reynolds School District 7 reserves the right to extend the contract annually for up to four (4) additional years; not to exceed a total of five (5) years. In addition, the district reserves the right to fund, (proceed with project or purchase) or not to fund, regardless of E-rate approval.
- B. The agreed liquidated damages provision established in Article 6 of the General Conditions is Not Applicable on this Requirements Contract.
- C. Insurance. Not Applicable on this Requirements Contract.
- D. The Bidder's Federal Tax ID # and W-9 form are required for payment of invoices.
- E. The number of Contract Agreements to be fully executed is to be four (4) sets. This allows one (1) original to be provided to the awarded bidder. There are no drawings to be furnished on this RFP. The RFP specifications and addendums are available online.

REYNOLDS SCHOOL DISTRICT #7
PERSONAL/PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, entered into by and between the Reynolds School District #7 "RSD" and "Contractor", and in consideration of the following covenants, conditions, and considerations:

WITNESSETH:

1. The contractor shall provide RSD with the following information:

- a. Full Name
- b. Mailing Address
- c. Telephone Number
- d. Federal Tax ID No. or Social Security No.:
- e. Business Designation (check one): ☐ Individual ☐ Sole proprietorship ☐ Partnership ☐ Corporation
Other ☐

Payment information will be reported to the IRS under the name and taxpayer I.D. number provided above. We are required by the Internal Revenue Service to obtain this information in order to report income paid to you by the District. If the information is not provided, we will be required to withhold 31 % of all future payments made to you.

1099 Withholding Exemption: If exempt from backup withholding (form 1099 reporting), check here and check your qualifying reason below:

- ☐ i. Corporation
- ☐ ii. Tax Exempt Charity under 501(a), or IRA
- ☐ iii. The United States or any of its agents or instrumentalities
- ☐ iv. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions
- ☐ v. A foreign government or any of its political subdivisions
- ☐ vi. District will deduct taxes from pay, which will occur monthly
- f. Does contractor now have, or have had within the prior year, contracts with other persons or entities to perform services similar to the services being performed hereunder? ☐ Yes ☐ No ☐ N/A
- g. Does Contractor have current statutory Worker's Compensation Insurance coverage for all persons performing services under this contract? Yes ☐ No ☐ N/A ☐

2. **Statement of Work:** Contractor agrees to perform the following services for the District (please be specific as to nature and dates of performance and expected time involved) *Attach an exhibit if needed.*

.....
.....
.....
.....
.....

Use additional sheet if needed.

3. **Contract Term.** This Contract becomes effective on _____. Unless terminated earlier as provided below, this Contract shall continue through _____.

4. Contractor shall be compensated in the manner provided in either subsection (a) or (b) below, whichever is completed.

a. The entire, agreed-upon compensation for the services to be performed under this contract is \$ _____, to be paid according to the following schedule of payments

..... *Use additional sheets if needed.*

b. If services are to be charged at a periodic rate, rate charged and period: \$ _____ per _____.
What is the total estimated compensation \$ _____; Additional description of pay, if applicable _____.

.....
.....
.....

If it appears during the course of this contract that the actual compensation will exceed the estimated amount, the contractor shall notify the RSD Fiscal Department in writing. No payment in excess of the total estimated compensation shall be paid unless the Contractor has notified the Fiscal Office of the increase in time required to complete the services, and received approval of Fiscal Office to perform services up to the newly approved contract time.

Exhibits. As a condition to receiving the compensation above, the Contractor shall provide, in addition to the services above stated the following additional documents or reports relating to the service performed:

(Check all that apply)

Exhibit A: Statement of Work ☐; Exhibit B: Contractor's Proposal ☐; Exhibit C: Insurance Requirements ☐; Other ☐ , describe

If RSD is required by law to withhold any monies from Contractor, e.g., PERS, such withholding shall be deducted from the amount of compensation due to Contractor and the balance shall be paid to Contractor. Contractor must submit an invoice to the RSD Chief Financial Officer as an application for payment. The invoice shall itemize Contractor's charges and expenses.

5. If total compensation is in excess of \$5,000, as stated in Section 4a above, or the estimated charges based upon the rate charge and anticipated time involved as stated in Section 4b above exceed \$10,000, this contract shall not be binding upon RSD until approved by the RSD Board of Directors.
If compensation is to be paid as stated in Section 4b, and it appears that the total payments under this Agreement shall exceed \$5,000, Contractor shall notify the RSD Chief Financial Officer. The CFO shall present this Agreement to the RSD Board of Directors for approval of compensation in excess of \$75,000. No compensation shall be due or payable to Contractor in excess of \$75,000 (in the aggregate) unless the RSD Board of Directors approves this Agreement.
6. Unless Contractor is a sole proprietorship, prior to performing any labor for this Contract, Contractor shall file with RSD Chief Financial Officer a certificate of insurance evidencing that the persons performing services under this Contract are covered by the Contractor's statutory worker's compensation insurance. Contractor shall maintain such coverage during the term of this Contract.
7. Contractor is being employed as an independent contractor to provide the services stated in Section 2 above. The compensation paid to Contractor shall be for all materials, supplies, and labor required, necessary or convenient for Contractor to provide services to RSD. Contractor shall be responsible for, and shall indemnify and hold RSD harmless from any governmental assessments resulting from Contractor's services or compensation, including but not limited to income tax, social security, worker's compensation, or employment insurance. RSD shall not have the right to direct or control the manner of Contractor's performance. RSD expressly disclaims any acts by its employees who attempt to direct or control Contractor's manner of performance; Contractor shall notify RSD Chief Financial Officer should any RSD employee make an attempt to exercise direction or control over Contractor.
8. Contractor covenants and warrants to RSD that Contractor is an independent business, has performed such services for others in the past or is now performing such services for others, and is skilled and duly qualified to provide the services required under this Agreement.
9. This provision is required by statute. In addition to applicable federal and state laws, ORS 279B.220 requires that Contractor shall:
 - a. Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract.
 - b. Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract.
 - c. Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
 - d. Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

If Contractor neglects or refuses to make prompt payment of any claim for labor or services furnished to it by any party in connection with this Contract as such claim becomes due, RSD may pay such claim to the party furnishing the goods or services and subtract the payment amount from funds due or to become due the Contractor. RSD's payment of such a claim shall not relieve Contractor or Contractor's surety, if any, from its obligation to any unpaid claims.

10. **Payment for Medical Care:** This provision is required by statute. As required by ORS 279B.230 and to the extent any of Contractor's employees are covered by Oregon employment laws, Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of Contractor, of all sums that Contractor agrees to pay for such services and all moneys and sums that Contractor collected or deducted from the wages of employees under any law, contract, or agreement for the purpose of providing or paying for such service.
11. **Non-Appropriation; Adequate Funding:** RSD is prohibited from contracting for services for which it has not received appropriated funds. If payment for work under this Contract extends into RSD's next fiscal year, RSD's obligation to pay for such work shall be subject to approval of future Board of Education ("Board") appropriations to fund this Contract. Moreover, continuation of this Contract at specified levels is specifically conditioned on adequate funding under the RSD's budget adopted in June of each year. RSD reserves the right to adjust the level of services provided for in this Contract in accordance with funding levels adopted by the Board. In the event that the RSD is not adequately funded or funds are cut back, the RSD reserves the right to cancel all, or part of this contract.
12. Contractor shall indemnify, defend, and hold RSD harmless from any claims, actions, demands, losses, or costs (including attorney fees) arising out of or resulting from any act or omission by Contractor.
13. Contractor warrants to RSD that it/he/she has general liability insurance coverage in excess of \$200,000 per person, \$300,000 per occurrence, and \$50,000 property damage, and that Contractor shall maintain such insurance during the term of this agreement or for such longer time as RSD may request at the time of execution hereof.
- Initial if applicable.* Contractor warrants to RSD that it/he/she has professional malpractice insurance coverage for any errors or omissions by Contractor for the type of services being performed under this Agreement, with limits not less than \$300,000 per occurrence.
- Initial if applicable.* Motor Vehicle Liability. If Contractor is providing services that require Contractor to transport RSD personnel, students, or property, then in addition to any legally required insurance coverage, Contractor shall maintain motor vehicle liability insurance of at least \$1,000,000 for each claim, incident, or occurrence.
- Certificate of Insurance. Upon RSD request, Contractor shall furnish to RSD a current certificate of insurance for each of the above coverage's within 48 hours of RSD request. Each certificate must state the relevant deductible or retention level. For general liability coverage, the certificate must state that RSD, its agents, officers, and employees are additional insured's with respect to Contractor's services provided under this Contract. The certificate must specify an additional insured endorsement, and Contractor shall attach a copy of the endorsement to the certificate. If requested by RSD, Contractor shall also provide complete copies of insurance policies to RSD.
14. Contractor acknowledges that RSD is a public entity, and that persons or entities contracting with public entities are subject to certain state or federal law, rules, or regulations. To the extent any state or federal law, rule, or regulation is applicable to this Agreement, it is hereby incorporated by reference as if stated herein. It shall be Contractor's responsibility to become acquainted with the applicable laws, rules, and regulations, and Contractor shall indemnify and defend RSD in the event Contractor fails to comply with any applicable state or federal law, rule or regulation.
15. **Subcontracts and Assignment.** Contractor shall not subcontract, assign, delegate, or transfer any of its duties, rights, or interests under this Contract without the prior written consent of RSD. RSD may withhold such consent for any or no reason. If RSD consents to an assignment or subcontract, then in addition to any other provisions of this Contract, Contractor shall require any permitted subcontractor to be bound by all the terms and conditions of this Contract that would otherwise bind Contractor. The parties agree that any such subcontracts shall be construed as matters solely between the Contractor and its subcontractor and shall have no binding effect on RSD.
16. **Successors in Interest.** This Contract shall bind and inure to the benefit of the parties, their successors, and approved assigns, if any.
17. **No Third Party Beneficiaries.** RSD and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract provides any benefit or right, directly or indirectly, to third

parties unless they are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.

18. **Hours of Labor.** This provision is required by statute. As required by ORS 279B.020(5), 279B.235(3), and 279C.540(6), for Contractor's employees subject to Oregon employment laws:
 - a. **Maximum Hours:** Employees shall be paid at least time and a half pay for all time worked in excess of 40 hours in any one week and for work performed on Saturdays, Sundays, New Year's Day (Jan. 1), Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (first Monday in September), Thanksgiving Day (fourth Thursday in November), and Christmas Day (December 25).
 - b. **Exemption:** The requirements of Section 15(a) do not apply to individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.
 - c. **Notice to Employees:** Contractor must give notice in writing to its employees who perform work on this Contract, either at the time of hire or before commencement of work on this Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.
19. **Time Limitation on Claim for Overtime.** This provision is required by statute. For Contractor's employees subject to Oregon employment laws and as required by ORS 279C.545, any worker employed by Contractor shall be foreclosed from the right to collect for any overtime provided in ORS 279C.540 unless a claim for payment is filed with Contractor within 90 days from the completion of this Contract, providing Contractor has:
 - (1) Caused a circular clearly printed in boldfaced 12-point type and containing a copy of this section to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place that is readily available and freely visible to workers employed on the work, and
 - (2) Maintained such circular continuously posted from the inception to the completion of this Contract on which workers are or have been employed.
20. **Hazardous Materials.** Contractor shall notify RSD before using any products containing hazardous materials to which RSD employees, students, or the general public may be exposed. Products containing hazardous materials are those products defined by Oregon Administrative Rules, Chapter 437. Upon RSD request, Contractor must immediately provide Material Safety Data Sheets to RSD for all materials subject to this provision.
21. **Errors.** Contractor shall perform any and all additional work necessary to correct errors in the work required under this Contract without undue delays or additional cost to RSD.
22. **Access to Records; Contractor Financial Records.** Contractor agrees that RSD and its authorized representatives are entitled to review all Contractor books, documents, papers, plans, and records, electronic or otherwise ("Records"), directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain all Records, fiscal and otherwise, directly relating to this Contract in accordance with generally accepted accounting principles so as to document clearly Contractor's performance. Following final payment and termination of this Contract, Contractor shall retain and keep accessible all Records for a minimum of three years, or such longer period as may be required by law, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Contract, whichever date is later.
23. **Ownership of Work Products.** Contractor agrees that any and all goods or services provided by or developed for RSD are intended as "works made for hire" by Contractor for RSD. As a work made for hire, all work products (including intellectual property) created by the Contractor, as part of Contractor's performance under this Contract shall be the exclusive property of the RSD. If any such work products contain Contractor's intellectual property that is or could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants RSD a perpetual, royalty-free, fully-paid, non-exclusive, and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, and use or re-use, in whole or in part, and to authorize others to do so, all such work products. RSD claims no right to any pre-existing work product of Contractor provided to RSD by Contractor in the performance of this Contract, except to copy, use, or re-use any such work product for RSD use only.
24. **Work Performed on RSD Property.** Contractor shall comply with the following:
 - a. **Identification:** When performing work on RSD property, Contractor shall be in appropriate work attire (or uniform, if applicable) at all times. If Contractor does not have a specific uniform, then Contractor shall provide identification tags and/or any other mechanism the RSD in its sole discretion determines is required to easily identify Contractor. Contractor and its employees shall (i) display on their clothes the above-mentioned identifying information and (ii) carry photo identification and present it to any RSD personnel upon request. If Contractor cannot produce such identification or if the identification is unacceptable to RSD,

- RSD may provide at its sole discretion, RSD-produced identification tags to Contractor, costs to be borne by Contractor.
- b. Sign-in Required: As required by schools and other RSD locations, each day Contractor's employees are present on RSD property, those employees must sign into the location's main office to receive an in-school identification/visitors tag. Contractor's employees must display this tag on their person at all times while on RSD property.
 - c. No Smoking: All RSD properties are tobacco-free zones; Contractor is prohibited from using any tobacco product on RSD property.
 - d. No Drugs: All RSD properties are drug-free zones as enforced by local law enforcement.
 - e. No Weapons or Firearms: Except as provided by statute and RSD policy, all RSD properties are weapons- and firearms-free zones; Contractor is prohibited from possessing on its persons or in its vehicles any weapons or firearms while on RSD property.
25. Unsupervised Contact with Students. This provision is required by statute. "Unsupervised contact" with students, means contact that provides the person opportunity and probability for personal communication or touch with students when not under direct RSD supervision. As required by ORS 326.603, Contractor shall ensure that Contractor, any subcontractors, and their officers, employees, and agents will have no direct, unsupervised contact with students while on RSD property. Contractor will work with RSD to ensure compliance with this requirement. If Contractor is unable to ensure through a security plan that none of its officers, employees, or agents or those of its subcontractors will have direct, unsupervised contact with students in a particular circumstance or circumstances, then Contractor shall notify RSD before beginning any work that could result in such contact. Contractor authorizes RSD to obtain information about Contractor and its history and to conduct a criminal background check, including fingerprinting, of any Contractor officers, employees, or agents who will have unsupervised contact with students. Contractor shall cause its employees and/or subcontractors, if any, to authorize RSD to conduct these background checks. Contractor shall pay all fees assessed by Oregon Department of Education for processing the background check. RSD may deduct the cost of such fees from a progress or final payment to Contractor under this Contract, unless Contractor elects to pay such fees directly.
26. Confidentiality; FERPA Re-disclosure. Family Education Rights and Privacy Act ("FERPA") prohibits the re-disclosure of confidential student information. Except in very specific circumstances, Contractor shall not disclose to any other party without prior consent of the parent/guardian any information or records regarding students or their families that Contractor may learn or obtain in the course and scope of its performance of this Contract. Any re-disclosure of confidential student information must be in compliance with the re-disclosure laws of FERPA. Contractor is not to re-disclose information without prior written notification to and written permission of RSD.
27. Security. Any disclosure or removal of any RSD matter or property by Contractor shall be cause for immediate termination of this Contract. Contractor shall bear sole responsibility for any liability including, but not limited to attorney fees, resulting from any action or suit brought against RSD because of Contractor's willful or negligent release of information, documents, or property contained in or on RSD property. RSD hereby deems all information, documents, and property contained in or on RSD property privileged and confidential.
28. Employee Removal. At RSD's request, Contractor shall immediately remove any Contractor employee from all RSD properties in cases where RSD in its sole discretion determines that removal of that employee is in RSD's best interests.
29. Remedies. In case of Contractor breach of this Contract, RSD shall be entitled to any other available legal and equitable remedies. In case of RSD breach, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.
30. Controlling Law; Venue. The parties agree that Oregon law will govern any dispute related to this Contract, and any litigation arising out of the Contract shall be conducted in courts located in Multnomah County, Oregon.
31. Amendments; Renewal. Any amendments, consents to or waivers of the terms of this Contract must be in writing and signed by both parties. The parties may renew this Contract by their signed, written instrument.
32. Counterparts. The parties may execute this Contract in counterparts, each of which constitutes an original and all of which comprise one and the same Contract. Counterparts may be delivered by electronic means.

33. Entire Agreement. When signed by both parties, this Contract (and any attached exhibits) is their final and entire agreement. As their final and entire expression, this Contract supersedes all prior and contemporaneous oral or written communications between the parties, their agents, and representatives. There are no representations, promises, terms, conditions, or obligations other than those contained herein.
34. Notices. All notices or demands of any kind required or desired to be given by RSD 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 herein.
35. This contract may be terminated by either party with a 30-day written notice. The RSD can immediately terminate the Agreement if the Contractor and/or any of the Contractor's employees or agents endanger the health or safety of RSD students or employees.
36. Standards. Contractor shall meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services.
37. Performance. Should the Contractor fail to perform the scope of work or meet the performance standards of the RFP and/or contract, the Contracting Agency may (a) reduce or withhold payment under the contract, (b) require the Contractor to perform, at the Contractor's expense, any additional work necessary to perform the scope of work to meet the performance standards established under the contract, and/or (c) to declare a default of the resulting Contract, to terminate the resulting Contract, and to seek damages and other relief available under the resulting Contract and/or applicable law.

IN WITNESS WHEREOF, the parties do execute this Agreement, and except as provided above, the undersigned warrant to the other that they are executing this agreement pursuant to authority.

Reynolds School District #7

Contractor

Rachel Hopper
Chief Operating Officer

Contractor Signature

Printed Name

Title

Date Signed

Date Signed

☐ Certificate of Insurance Provided

Review required for final authorization

.....
Program Director

.....
Date Signed

.....
Site Manager

.....
Date Signed

☐ Account Code for applicable charges

☐ *Board approval required if estimated charges exceed \$75,000*

Board Approval Date