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# Request for Proposals for Online Academy and Credit Recovery Services

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REYNOLDS SCHOOL DISTRICT #7

BUSINESS SERVICES · 1204 NE 201<sup>st</sup> AVE · FAIRVIEW, OREGON 97024 · (503) 661-7200

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**Proposal Due Date: March 25, 2016**

**Proposal Opening Time: 4:00pm PST**

**Proposal Opening Location: Business Office**

**Contact: Steve Urke, [rsd\\_rfp@rsd7.net](mailto:rsd_rfp@rsd7.net)  
Reynolds School District #7  
1204 NE 201<sup>st</sup> Ave - Fairview, Oregon, 97024**

**Faxed Proposals will not be accepted.**

Reynolds School District #7 complies with provisions of the various civil rights laws, including the Fair Employment Practices Act, Title IX Regulations, the Americans with Disabilities Act and Section 504 of PL 93.112 in employment and educational programs and activities.

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*For more information or for clarification of any part of this RFP, including Technical Specifications, the District point of contact is Steve Urke, Reynolds School District #7 – 1204 NE 201<sup>st</sup> Ave, Fairview, OR 97024 – Telephone 503-661-7200, E-mail: [RSD\\_RFP@rsd7.net](mailto:RSD_RFP@rsd7.net)*

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## I. Legal Publication

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The notice below was published on or about March 11, 2016 in the District's publishers of record, the Gresham Outlook and The Daily Journal of Commerce.

**REQUEST FOR PROPOSAL  
Service Provider, Online Academy  
and  
Service Provider, Credit Recovery**

Reynolds School District # 7 is seeking service provider(s) of online academy and credit recovery for a 2-year contract. Proposals that do not meet the response requirements may not be considered by Reynolds School District.

Proposals are due at the District Office on Friday, March 25, at 4:00 PM. The District reserves the right to consider unusual or extenuating circumstances.

Solicitation documents may be viewed online and/or obtained via download on the website at: <https://www.reynolds.k12.or.us/rfps>.

Proposals will be accepted electronically by the District's Business Services Department. Within three (3) days following the closing, all Proposers will be informed via email of the names of Proposers submitting proposals. No other information will be made available until the District has completed its evaluation of all proposals.

The District reserves the right to reject any proposal not in compliance with all prescribed public bidding procedures and requirements and may reject for good cause any or all proposals upon a finding of the District it is in the public interest to do so.

No proposal will be received or considered by the District unless the proposal contains a statement as to whether the Proposer is a resident bidder as defined in ORS 279A.120.

Pre-qualification of Proposers is neither required nor desired by the Reynolds School District #7.

Reynolds School District

By: \_\_\_\_\_  
Steve Urke

Procurement Office

Date: \_\_\_\_\_

**Reynolds School District #7 complies with provisions of the various civil rights laws, including the Fair Employment Practices Act, Title IX Regulations, the Americans with Disabilities Act and Section 504 of PL 93.112 in employment and educational programs and activities.**

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## **II. Request for Proposals**

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### **REQUEST FOR PROPOSALS FOR ONLINE ACADEMY SERVICES AND CREDIT RECOVERY SERVICES**

Proposal Closing Date: March 25, 2016, at 4:00 p.m. Pacific Standard Time

See Section VII for Proposed Timetable

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## III. Proposal #1

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### REQUEST FOR PROPOSALS FOR ONLINE ACADEMY SERVICES

NOTE: There are 2 separate Proposals that are being solicited:

- 1) **Online Academy Services, and**
- 2) **Credit Recovery Services.**

The Proposal Closing Date for both: March 25, 2016, 4:00 p.m. PACIFIC STANDARD TIME

### RFP #1: ONLINE ACADEMY SERVICES

The undersigned offers and agrees to provide ONLINE ACADEMY SERVICES to Reynolds School District #7, in accordance with Request for Proposal.

#### ACKNOWLEDGMENT OF ADDENDUM:

None

1. \_\_\_\_\_ 2. \_\_\_\_\_

The undersigned further certifies that he/she has read, understands, and agrees to abide by all terms and conditions of this Request for Proposals if awarded the contract for these services. The District reserves the right to award contracts by project, and may make award to one or more qualified firms.

The term of the contract will be from the date executed through the end date specified within the contract (1 year with options to renew annually for up to 2 years additional). The District may amend the contract to include subsequent time periods if mutually agreed. The District reserves the right to cancel the contract, after providing 30 days written notice of intent to cancel. The District shall not incur any penalties or damages for cancellation.

Proposer has read and understands the Affirmative Employment practices provision to be included in all District contracts and is prepared to comply with these provisions if awarded the contract.

#### NON-DISCRIMINATION CLAUSE

The Proposer agrees not to discriminate against any client, employee or applicant for employment or for services, because of race, color, religion, sex, national origin, physical or mental handicap, sexual orientation or age unless based upon bona fide occupational qualifications 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; and/or rendition of services. It is further understood that any Proposer who is in violation of this clause shall be barred from receiving awards of any subsequent contracts from the District unless a satisfactory showing is made that discriminatory practices have terminated and that a recurrence of such acts is unlikely.

#### **ADDITIONAL REPRESENTATIONS**

- A. The undersigned certifies the proposal is offered by an independent contractor as defined in ORS 670.600 or an established business/firm/agency.
- B. The Proposer, if an individual, is of lawful age; is the only one interested in this proposal; and that no person, firm, or corporation, other than that named, has any interest in the proposal or in the proposed contract.
- C. The proposal, if submitted by a joint venture, is in the name of the joint venture and all parties have examined this RFP including all requirements and contract terms and conditions thereof, and, if successful, the joint venture shall execute a contract, which incorporates the stated requirements, proposal response and terms and conditions.
- D. By submitting a response, the Proposer certifies that no relationship exists between the Proposer and the District that interferes with fair competition or is a Conflict of Interest, and no relationship exists between the Proposer and another person or firm that constitutes a Conflict of Interest.
- E. The Proposer has examined all parts of this RFP, including all requirements and contract terms and conditions thereof, and, if successful, the Proposer shall execute a contract, which incorporates the stated requirements, proposal response and general terms and conditions.
- F. The Proposer fully understands and submits its proposal with specific knowledge that in the event the Proposer's proposal is accepted and receives all necessary approvals, the proposal will be incorporated into a contract containing general terms and conditions as provided in the RFP.
- G. The Proposer fully understands and agrees that Proposer is responding to this RFP solely at its own expense and that District is not responsible for any expenses of Proposer associated with the RFP.

The undersigned hereby certifies to the truth and accuracy of all statements, answers and data contained in this proposal and application, and hereby authorizes the District to make any necessary examinations or inquiries in order to make a determination as to the qualifications and responsibility of the Proposer. The undersigned has examined all parts of this RFP and understands that it is completely discretionary with the Selection Committee whether to accept, reject, or negotiate its proposal submitted pursuant to the RFP.

Agreed by: \_\_\_\_\_

Address: \_\_\_\_\_

The District is required by ORS 279A.120 to “add a percent increase to the bid of a non-resident bidder equal to the percent, if any, of the preference given to that bidder in the state in which the bidder resides.

The undersigned bidder hereby states its bidder status as follows:

If nonresident bidder, indicate percent of preference given to bidders in the state or area in which you reside. \_\_\_\_\_ %

ADDRESS:\_\_\_\_\_E-MAIL:\_\_\_\_\_

CONTACT NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

Business Designation: (check one) ☐ Individual ☐ Partnership \_\_\_\_\_

\*Joint Venture\_\_\_\_\_Sole Proprietorship\_\_\_\_\_ Corporation \_\_\_\_\_ Other \_\_\_\_\_

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**Request For Proposals For Online Academy and Credit Recovery Services**

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## IV. STATEMENT OF WORK, Proposal #1

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### STATEMENT OF WORK AND SCOPE OF SERVICES

<b>Technical Requirements</b>	<p>All software must be compatible with Windows 7 and newer and OS X 10.6 and newer.</p> <p>All software must support latest versions of Chrome, Firefox, Internet Explorer, and Edge.</p> <p>Uptime availability of 99.9% or better.</p> <p>Student data can only be stored on systems and servers within the United States Of America.</p> <p>Must abide by all applicable laws, including FERPA and Oregon Student Information Protection Act (OSIPA).</p>
<b>Software Support</b>	<p>Successful proposer must have staff available after implementation for software support and training as needed.</p>
	<p>Successful proposer must provide a complete list of course offerings which include core, elective, world language, health, PE, CTE, STEM, dual credit, and AP offerings.</p>
	<p>Successful proposer must have Highly Qualified teachers providing the course work to the students.</p>
	<p>Ability to customize course curriculum and design our own curriculum.</p>
	<p>Successful proposer must have a learning management system for students, parents, and staff to access.</p>



	Engaging lessons and video presenters/teachers
	Successful proposer must communicate with students a minimum of twice a week to meet Oregon State Attendance requirements.
	Successful proposer courses must meet NCAA requirements.
	Successful proposer must have staff available after implementation for support weekly and training as needed.
	Ability to modify for students on IEP's
	Support and scaffolding of course material and vocabulary for students who struggle. Ex. Note taking, graphic organizers etc.
	Successful proposer must show pricing structure.

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## V. Proposal #2

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### **REQUEST FOR PROPOSALS FOR CREDIT RECOVERY SERVICES**

There are 2 separate Proposals that are being solicited: 1) Online Academy Services, and 2) Credit Recovery Services.

The Proposal Closing Date for both: March 25, 2016, 4:00 p.m. PACIFIC STANDARD TIME

### **RFP #2: CREDIT RECOVERY SERVICES**

The undersigned offers and agrees to provide CREDIT RECOVERY SERVICES to Reynolds School District #7, in accordance with Request for Proposal.

#### **ACKNOWLEDGMENT OF ADDENDUM:**

None

1. \_\_\_\_\_ 2. \_\_\_\_\_  
The undersigned further certifies that he/she has read, understands, and agrees to abide by all terms and conditions of this Request for Proposals if awarded the contract for these services. The District reserves the right to award contracts by project, and may make award to one or more qualified firms.

The term of the contract will be from the date executed through the end date specified within the contract (1 year with options to renew annually for up to 2 years additional). The District may amend the contract to include subsequent time periods if mutually agreed. The District reserves the right to cancel the contract, after providing 30 days written notice of intent to cancel. The District shall not incur any penalties or damages for cancellation.

Proposer has read and understands the Affirmative Employment practices provision to be included in all District contracts and is prepared to comply with these provisions if awarded the contract.

#### **NON-DISCRIMINATION CLAUSE**

The Proposer agrees not to discriminate against any client, employee or applicant for employment or for services, because of race, color, religion, sex, national origin, physical or mental handicap, sexual orientation or age unless based upon bona fide occupational qualifications 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; and/or rendition of services. It is further understood that any Proposer who is in violation

of this clause shall be barred from receiving awards of any subsequent contracts from the District unless a satisfactory showing is made that discriminatory practices have terminated and that a recurrence of such acts is unlikely.

### **ADDITIONAL REPRESENTATIONS**

- A. The undersigned certifies the proposal is offered by an independent contractor as defined in ORS 670.600 or an established business/firm/agency.
- B. The Proposer, if an individual, is of lawful age; is the only one interested in this proposal; and that no person, firm, or corporation, other than that named, has any interest in the proposal or in the proposed contract.
- C. The proposal, if submitted by a joint venture, is in the name of the joint venture and all parties have examined this RFP including all requirements and contract terms and conditions thereof, and, if successful, the joint venture shall execute a contract, which incorporates the stated requirements, proposal response and terms and conditions.
- D. By submitting a response, the Proposer certifies that no relationship exists between the Proposer and the District that interferes with fair competition or is a Conflict of Interest, and no relationship exists between the Proposer and another person or firm that constitutes a Conflict of Interest.
- E. The Proposer has examined all parts of this RFP, including all requirements and contract terms and conditions thereof, and, if successful, the Proposer shall execute a contract, which incorporates the stated requirements, proposal response and general terms and conditions.
- F. The Proposer fully understands and submits its proposal with specific knowledge that in the event the Proposer's proposal is accepted and receives all necessary approvals, the proposal will be incorporated into a contract containing general terms and conditions as provided in the RFP.
- G. The Proposer fully understands and agrees that Proposer is responding to this RFP solely at its own expense and that District is not responsible for any expenses of Proposer associated with the RFP.

The undersigned hereby certifies to the truth and accuracy of all statements, answers and data contained in this proposal and application, and hereby authorizes the District to make any necessary examinations or inquiries in order to make a determination as to the qualifications and responsibility of the Proposer. The undersigned has examined all parts of this RFP and understands that it is completely discretionary with the Selection Committee whether to accept, reject, or negotiate its proposal submitted pursuant to the RFP.

Agreed by: \_\_\_\_\_

Firm Name: \_\_\_\_\_



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## VI. STATEMENT OF WORK, Proposal #2

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### STATEMENT OF WORK AND SCOPE OF SERVICES

<b>Technical Requirements</b>	<p>All software must be compatible with Windows 7 and newer and OS X 10.6 and newer.</p> <p>All software must support latest versions of Chrome, Firefox, Internet Explorer, and Edge.</p> <p>Uptime availability of 99.9% or better.</p> <p>Student data can only be stored on systems and servers within the United States Of America.</p> <p>Must abide by all applicable laws, including FERPA and Oregon Student Information Protection Act (OSIPA).</p>
<b>Software Support</b>	<p>Successful proposer must have staff available after implementation for software support and training as needed.</p>
	<p>Ability to modify for students on IEP's</p>
	<p>Engaging lessons and video presenters/teachers</p>
	<p>Course content focused on credit recovery and not original credit.</p>
	<p>Support and scaffolding of course material and vocabulary for students who struggle. Ex. Note taking, graphic organizers etc.</p>
	<p>Availability to print all material not just practice sheets.</p>

	Course work must have well-structured lessons that are easy for students to follow.
	Successful proposer must show pricing structure.

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## VII. PROPOSAL SUBMISSION PROCEDURES

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### PROPOSED TIMETABLE for BOTH RFPs

Event	Deadline/Date
Publish/Issue Requests for Proposals	March 11, 2016
Proposers' written questions and requests received by	March 16, 2016
Answers and release of amendment of RFP(s) if appropriate	March 22, 2016
Receipt of Proposals	March 25, 2016
Notification of Finalists	March 31, 2016
Interview of Finalists if needed	April 4-5, 2016
Notification of Intent to Award	April 11, 2016
Contract(s) Awarded (requires Board Action)	April/May, 2016
Contract(s) Signed	April/May, 2016
Contract(s) Commence	July 1, 2016

Proposed timetable is subject to revision.

## **A. PROCUREMENT OF SOLICITATION DOCUMENTATION**

Solicitation documents may be viewed and/or obtained at the Business Services Department of Reynolds School District #7, via an e-mail to [RSD\\_RFP@rsd7.net](mailto:RSD_RFP@rsd7.net) or by telephone at (503)-661-7200.

### **Submission Requirements**

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

### **Proposal Deadline**

Responses shall be submitted electronically as an original PDF. Responses must have a sent date and time that precedes March 25 4:00 p.m. Pacific Standard Time. Submit responses electronically to: [RSD\\_RFP@rsd7.net](mailto:RSD_RFP@rsd7.net)

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

### **Delivery**

Delivery is the sole responsibility of the Proposer. The Proposer accepts all risks of late delivery of proposals or a mis-delivery regardless of fault. All proposals received after the date and time indicated above will not be considered.

### **Multiple Proposals**

No more than one proposal may be submitted by each proposing agency, company or firm. The only exception to this is if the Proposer wishes to 1) place a single bid on both RFPs together as a combined package, AND 2) separately to bid on one (or both) RFPs as standalone proposals.

### **Acceptance of Conditions**

Submission of a proposal indicates acceptance by the agency, company or firm of the conditions contained in this RFP unless clearly and specifically noted in the proposal submitted and subsequently confirmed in a contract between the District and the agency, company or firm selected.

### **Right to Reject Proposals**

The District reserves the right without prejudice to reject any and all proposals.

### **Cost to Prepare Proposal**

This RFP does not commit District to paying any costs incurred by any Proposer in the submission or presentation of a proposal, or in making the necessary studies for the preparation of a proposal.

## **B. PROPOSAL CONTENT AND FORMAT**

To simplify and expedite the review process Proposers must prepare and submit their proposals in a standard format specified in subsequent sections.

**Title Page-** Proposer should identify the RFP subject, name of the agency, company or firm, local address, telephone number, fax number, name and title of contact person, date of submission, and period for which the proposal is effective (non-rescindable).

**Table of Contents-** The table of contents should include a clear and complete identification by section and page number of the material submitted.

**Transmittal Letter-** Each response must contain a cover letter on the letterhead of the agency, company or firm submitting a response and should include as a minimum the following:

1. A brief statement of the Proposer's understanding of the objective of the services to be performed;
2. A positive commitment to perform the services within the time period specified;
3. The names of persons authorized to represent the Proposer and communicate with the District's Business Manager, their titles, addresses and telephone numbers (if different from the individual who signs the transmittal letter); and
4. A statement of agreement to the general conditions of the contract presented in Section VII of this document.

### **General Information-**

1. Name of Proposer (agency, company or firm).
2. Address
3. Federal Employer Identification Number
4. Licenses held by your agency, company or firm and your employees
5. Length of time conducting business in Oregon
6. Are you a local, regional, national or international operation?
7. Has the agency, company or firm been the object of any disciplinary action or pending action during the past three (3) years with state regulatory bodies or professional organizations? If yes, please provide information on the circumstances and action status.

**Service Staff-** List the key individuals who make up the team overseeing this work, identify their roles, and describe their relevant qualifications and experiences with Proposer's business. All key team members must be listed. This information is required in addition to any detailed resumes the Proposer submits.

**Experience-** Explain your understanding of the scope of work and your agency, company or firm's role and experience in providing requested services. List and describe your experience working with local, state and federal agencies.



**References-** Provide three (3) professional references from other school districts including the name of your team members for whom this reference is relevant, scope of work, engagement start and end dates and a contact name and phone number of the school district which hired your agency, company or firm.

**Specific Work Plan-** Submit a work plan to accomplish the scope of work defined in Part IV: Statement of Work. The work plan must include:

- a. how you will ensure the specified services are timely and appropriately provided including continued overall evaluation of services and evaluation of specific substitute employee performance;
- b. methodologies and procedures you will use to transition the service from the District to your agency, company or firm and how you will initiate and complete the identified work;
- c. any anticipated potential problems and actual and/or anticipated approaches to resolving these problems; and
- d. list and describe your past record providing similar services in a timely and efficient manner.

**Costs and Fees-**

1. Provide a fee schedule or other description of each fee involved for each of the services requested in this RFP.
2. Discuss the frequency in which these fees will be evaluated and the maximum amount of any increase(s) to be expected during the term of the proposed service contract.
3. Check the Selection and Evaluation section of this RFP carefully to be sure all questions regarding costs and fees have been addressed in your proposal.

**Additional Information-** Provide your agency, company or firm's ownership status and employment practices regarding minority, women and emerging small business or historically underutilized businesses.

Provide your agency, company or firm's availability to commence requested services and familiarity with the District's and district schools' locale.

Provide a description of any claims arising during the last five years which concerned the services provided by the Proposer or the principles or key employees of the Proposer who will be assigned to provide services to the District. Claims should be disclosed regardless of whether they involve litigation, arbitration or other formal dispute resolution processes. Describe the nature and the outcome or current status of each claim, including any liabilities and expenses resulting from the claim.

Provide any additional substantive information not specifically requested in this RFP that you feel is essential in evaluating your agency, company or firm's ability to perform the requested services. Please describe any alternative or "value added" services that you are capable of providing that may benefit the District.

**General Conditions-** Describe your general conditions for this project.

**Additional Representations-** In addition to the foregoing general information, the Proposer certifies:

The Proposer, and each person signing on behalf of any Proposer, certifies, and in the case of a joint proposal, each party certifies as to its own organization, that to the best of their knowledge and belief:

- the specifications in the proposal have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to prices with any other proposer or with any competitor;
- unless otherwise required by law, the specifications quoted in the proposal have not been knowingly disclosed by the Proposer prior to the proposal deadline, either directly or indirectly, to any other proposer or competitor;
- no attempt has been made nor will be made by the Proposer to induce any other person, partnership, or corporation to submitted or not to submit a proposal for the purpose of restraining trade; and
- no board member, trustee or other officer, employee, or person, whose salary is payable in whole or in part from the Proposer, has a direct or indirect financial interest in the proposal.

The Proposer has examined all parts of this RFP, including all requirements and general contract terms and conditions, and, if its proposal is accepted, the Proposer shall execute a contract which incorporates the stated requirements, proposal response and general terms and conditions.

The Proposer fully understands and submits its proposal with the specific knowledge that:

- a. the selected proposal must be approved by the Reynolds School Board of Directors; and
- b. in the event that the Proposer's proposal is accepted and receives all necessary approvals, the proposal will be incorporated into a contract containing general terms and conditions as provided in the RFP, and the resultant contract must be approved by the Reynolds School Board of Directors.

The undersigned hereby certifies to the truth and accuracy of all statements, answers, and data contained in this proposal and application, and hereby authorizes Reynolds School District #7 to make any necessary examinations or inquiries in order to make a determination as to the qualifications and responsibility of the Proposer. The undersigned has examined all parts of this RFP and understands that it is completely discretionary with the Selection Committee whether to accept, reject or negotiate its proposal submitted pursuant to this RFP.

Printed name of Proposer: \_\_\_\_\_

Signature of Proposer: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

## **C. PRE-OPENING MODIFICATIONS OR WITHDRAWAL OF PROPOSALS**

### **Modifications**

Once submitted, proposals may be modified in writing prior to the time and date set forth in the proposal closing. Any modifications shall be prepared on the Proposer's letterhead, signed by an authorized representative of the Proposer, state that the new document supersedes or modifies the prior proposal and must be submitted to the District's Business Services Department via e-mail prior to the time and date set forth in the proposed closing. E-mail modifications to [surke@rsd7.net](mailto:surke@rsd7.net). E-mails containing any modifications to a proposal shall have the following subject line:

Proposal Modification

### **Withdrawals**

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

1. Unopened proposals withdrawn under (a) above may be released to the Proposer after voiding any date and time stamp used.

A request to withdraw proposals shall be marked as follows:

Proposal Withdrawn

## **D. REQUEST FOR CHANGE, CLARIFICATION OR PROTEST OF SOLICITATION SPECIFICATIONS OR CONTRACT PROVISIONS.**

### **Time for Submission of Request for Change, Clarification or Protest**

Requests for change, clarification or protests of solicitation specifications or contract provisions shall be presented to the District's Business Services Dept. via e-mail three (3) calendar days prior to proposal closing. E-mail a Request or Protest to [surke@rsd7.net](mailto:surke@rsd7.net).

A request for change, clarification or protest shall include the reasons for the request or protest, and any proposed changes to specifications or provisions. No request for change, clarification or protest of the content of solicitation specifications or contractor provisions shall be considered after the deadline established for submitting such request or protest.

**Extension of Closing Date**

If any request for change or protest is received in accordance with section (1) above, the proposal closing date may be extended if the District determines an extension is necessary to allow consideration of the request or protest and issuance of any addenda to the solicitation documents.

**Identification of Request for Change, Clarification or Protest**

E-mails containing requests for change, clarification or protests of solicitation specifications or contract provisions shall have the following subject line:

Request for Change, Clarification or Protest

**Extraneous Communications**

Any questions or comments directed by a Proposer to persons outside the Business Services Department are inappropriate and such activity will result in that proposal being deemed non-responsive.

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## VIII. SELECTION AND EVALUATION PROCESS

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### A. RESERVATIONS

The Reynolds School District #7 expressly reserves the following rights:

1. To reject any and all proposals.
2. To reject any proposal or proposals not in compliance with all prescribed public bidding procedures and requirements.
3. To reject any proposal or proposals not meeting the specifications set forth in this RFP.
4. To waive any or all irregularities in proposals submitted.
5. To award any or all parts of any proposal.
6. To consider the competency and responsibility of Proposers in making any award.
7. To award all projects to a single Proposer, award single projects to a Proposer, or award a subset of the projects to a single Proposer(s) as the District deems appropriate.
8. In the event any Proposer or Proposers to whom a contract is awarded shall default in executing a formal contract or in furnishing a satisfactory performance bond within the time and in the manner specified, to re-award the contract to another Proposer or Proposers.
9. To make the award based on its best judgment as to which services best comply with the specifications.
10. To request references and other data to determine responsiveness.

### B. SELECTION AND EVALUATION PROCESS

A committee comprised of District employees will review and rate the written proposals and identify Proposers (if qualified Proposers have responded) to be interviewed. The committee will consider the merit of information presented in the written responses and is not obligated to conduct further investigation. Proposers are cautioned to make their responses clear and complete.

The District reserves the right to conduct interviews of one or more Proposers. The District will provide a minimum of 48 hours' notice. The notice will include the date, time and location for the interview. As part of the interview process, the District reserves the right to conduct site-visits.

The committee will make recommendation to the Superintendent or the Superintendent's designee regarding the Proposer with which to negotiate a contract. Should negotiations prove unsuccessful with the selected Proposer(s), the next highest ranked Proposer will be selected, as necessary.

### C. EVALUATION CRITERIA

Proposals will be evaluated and scored on the basis of the following criteria:

**I. Background and Qualifications 35 points**

Consideration will be given to Proposers demonstrating strong capabilities, experience and reputation in undertakings similar to those described in this RFP and providing authoritative documentation of their financial soundness and stability:

- Information about the organization's business philosophy and long term involvement with K-12 public education.
- Information about the organization's structure and capacity to meet the District's requirements.
- Experience of each of the individuals listed as lead personnel.
- Annual reports of financial statements covering the most recent fiscal year.
- Disclosure of relevant pending regulatory oversight/corrective action and other pending litigation.
- Prior relevant work experience included in the proposal including the following information:

Customer's Name

Type of Contract

Name and Telephone Number of Reference

Brief Description of the Services Provided

Date(s) of Services Provided

Scope of Services Provided

**II. Project Implementation 35 Points**

Proposals will be evaluated on the soundness and detail of presentation of transition and implementation strategies proposed. Proposals must describe a complete scope of work and detailed descriptions.

- Describe in detail the transition time line from District to agency/company/firm services with narratives depicting major work activities.
- Provide an organizational chart with reporting responsibilities of the local branch personnel.
- Identify your organization's service team along with a resume for each individual who will provide work on this project.
- Describe your ability to accommodate custom data/report requests from the District.
- Describe how you will communicate with and receive feedback from District personnel.

- Describe how you will evaluate services provided to the District and how that evaluation will be presented to the District. Describe the number of service and other evaluations completed and reported each fiscal year.
- The plan for training district staff how to use the software.
- The plan for doing the initial software installation, setup, and configuration.
- Does your software allow using LDAP to authenticate users with Active Directory?
- Is your software able to automate the import of data for students and staff? If yes, please describe what data elements can be imported and how the process would work.
- Describe how you store student data securely. What physical, procedural, and virtual safe guards do you have in place to ensure the data against corruption, loss, or theft? Include any security audits or certifications you have.

### **III. Financial Terms 30 Points**

Consideration will be given to proposals which responsibly maximize the net economic benefit to and minimize the risk for Reynolds School District #7 over the term of the proposed contract:

- Total annual (fiscal year) cost for commencing and providing services (include any one-time initiation fees and deposits);
- Total annual cost for system management, support, and training;
- Total annual payroll costs; and
- Any other fees or assessed costs for providing requested services.

Proposers will be evaluated using the criteria listed above. Award will be made to the best overall Proposer. The decision of the committee will be final.

The findings of the evaluation committee will be summarized and the award recommendation will be noted. The Business Manager will notify all Proposers of the award recommendation.

### **D. PROPOSAL VALIDITY**

Each proposal shall be irrevocable for a period of sixty (60) days from the Proposal Opening Date.

### **E. PROTEST OF CONTRACTOR SELECTION, CONTRACT**

#### **1. Notice of Award.**

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

## **2. Right to Protest.**

Any actual Proposer who is adversely affected or aggrieved by the District's grounds upon which the protest is based may submit a written protest in accordance the Reynolds School District #7 Public Contracting Rules and Procedures. In order to be an adversely affected or aggrieved Proposer with a right to submit a written protest, a Proposer must itself claim to be eligible for award of the contract as the best Proposer and must be next in line for award. The protestor must claim that *all* better proposals are ineligible for award because their proposals were non-responsive or as a result of the District committing a material violation of a solicitation provision or of an applicable procurement statute or administrative rule, the protestor was unfairly evaluated and would have, but for such material violation, been the highest-ranked Proposer. The District shall not entertain a protest submitted after the time period provided in the District's solicitation documents.

## **3. Authority to Resolve Protests.**

The superintendent or the superintendent's designee shall have the authority to settle or resolve a written protest.

## **4. Decision.**

After the superintendent or the superintendent's designee issues a response, an aggrieved Proposer may seek judicial review in the manner provided in ORS 183.484.



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## **IX. GENERAL CONDITIONS**

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### **1. GENERAL REQUIREMENTS**

All Proposers are required to comply with the provisions of Oregon Attorney General's Model Public Contract Rules, Reynolds School District #7 Board Policy and any applicable Local Contract Review board policies/rules. The District reserves the right to reject any and all proposals received as a result of this Request for Proposals, or to negotiate separately with any source whatsoever in any manner necessary to serve the best interest of the District. The contents of the proposal of the successful Proposer(s) will become part of the contractual obligation, if a contract ensues. Failure of the successful Proposer(s) to accept these obligations may result in cancellation of the award. The selected vendor(s) will be required to assume responsibility for all services offered in the proposal whether or not produced by them. Further, the Proposer will notify the District of the designated person who will be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

### **2. REPRESENTATIONS**

Vendor represents and warrants to the District that any and all work under the contract shall be performed in a good workmanlike manner and in accordance with the highest professional standards. In addition, Vendor warrants employees assigned to perform service(s) under this contract will have the required qualifications and licenses to perform their normal professional duties. Upon request, Vendor will provide District with additional information concerning Vendor's employees' qualifications and expertise to assist District in conforming with internal District rules and policies.

### **3. REQUEST FOR PROPOSALS CLOSING DATE, TIME AND PROCEDURE**

Proposals will be received via e-mail by the Reynolds School District #7 in Business Services up to the closing time and date. Within three (3) days following the closing time and date, all Proposers will be informed via email of the names of Proposers submitting proposals. No other information will be made available until the District has completed its evaluation of all proposals.

### **4. ALTERNATE PROPOSALS**

The District will not accept alternate proposals.

### **5. ADDENDA**

If any part of this RFP is amended, addenda will be provided to all Proposers who received the initial RFP. Once the proposal due date has passed, addenda will be provided to all Proposers who submitted a proposal.

## **6. SUBMITTED PROPOSALS**

Reynolds School District #7 will consider each proposal, inclusive of qualifications and pricing, and offer to contract, as follows:

1. The proposal is the Proposer's offer to enter into a contract.
2. The offer is firm and may be accepted by the District without negotiation to enter into a contract.
3. The offer must be held open by the Proposer for the District's acceptance for sixty (60) days.
4. The District's award of the contract to a Proposer constitutes acceptance of the offer and binds the Proposer to the contract. The District will award a contract only to a responsible Proposer with a responsive offer.

## **7. CONTRACT**

The contract negotiated as a result of this RFP will be subject to the District's Standard General Conditions and will be supplemented by additional terms and conditions applicable to a contract for specific services. A draft contract is included in this RFP.

## **8. ORDINANCES, PERMITS, LICENSES**

## **9. DAMAGES**

## **10. EQUIPMENT AND MATERIALS**

The Vendor shall be responsible for any loss, damage, or destruction of its own property.

**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

Name

\_\_\_\_\_  
Printed

\_\_\_\_\_  
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.....*