



Reynolds School District
Administration Offices
1204 NE 201st Avenue
Fairview, OR 97024
503.661.7200 • FAX 503.667.6932

REYNOLDS SCHOOL DISTRICT #7

**REQUEST FOR PROPOSAL
21/22 REYNOLDS HIGH SCHOOL GRADUATION SERVICES**

RELEASE DATE: October 22, 2021

**PROPOSALS DUE:
ON OR BEFORE 3:00 PM (PST), November 15, 2021
LATE PROPOSALS WILL NOT BE ACCEPTED**

SUBMIT ELECTRONIC PROPOSALS IN PDF FORMAT TO:

Lauren Tonn
contracts@rsd7.net

OR DELIVER WRITTEN PROPOSALS TO:

Reynolds School District
Attn: Lauren Tonn
21-22 RFP: REYNOLDS HIGH SCHOOL GRADUATION SERVICES
Contracts Dept
1204 NE 201st Ave
Fairview, Oregon 97024

Proposals will be time-stamped upon receipt.

REFER QUESTIONS IN WRITING TO:

Email: Lauren Tonn
Procurement, Contracts and Account Specialist
(503) 661-7200 x 3293
contracts@rsd7.net

LEGAL PUBLICATION
REYNOLDS SCHOOL DISTRICT #7
1204 NE 201st Ave
Fairview, Oregon 97024

Reynolds School District #7 is seeking proposals soliciting proposals to establish a contract through fair and competitive negotiations for high school graduation services (the “Project”).

Project Description: The Reynolds School District is seeking the services of a contractor to supply graduation products to students. The Project will consist of gown rentals with an option to purchase, printing services, diplomas and covers, class rings, honor cords, tassels and more. In addition, the successful proposer will be available for senior class meetings, delivery dates selected by the District and will work directly with students and parents to place orders for graduation memorabilia. The contractor shall meet the highest standards prevalent in the industry in providing the appropriate goods and services.

Proposals and a copy of the RFP may be obtained from and filed with the District’s Procurement, Contracts and Account Specialist, **Lauren Tonn**, via email at contracts@rsd7.net. The RFP, questions and addenda are also available on the District’s website: https://www.reynolds.k12.or.us/rfps?field_bid_rfp_status_value_1=open. The RFP document and addendum will be available on the District’s website until a contract has been awarded to a successful proposer or until such time as this RFP is formally revoked or terminated.

Minority and women-owned businesses are encouraged to submit a Proposal. Proof of Oregon licensing, when required, and adequate professional liability insurance is required for those who will work on the Project. The District reserves the right to reject any Proposal not in compliance with any prescribed public bidding procedure or requirement, and may reject any and all Proposals for good cause upon the District’s finding that 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 Consultant is a resident Consultant as defined in ORS 279A.120. The selection process will be the District’s applicable Board Policies. The District will not be prequalifying proposers under ORS 279B.120.

All Proposers responding to the RFP will do so solely at their own expense, and the District is not responsible for any Proposer expenses associated with the RFP.

Respondents shall submit their proposal via mail to Reynolds School District Attn: Lauren Tonn, 21-22 RFP: REYNOLDS HIGH SCHOOL GRADUATION SERVICES, Contracts Dept, **1204 NE 201st Ave, Fairview, Oregon 97024** or electronically to Lauren Tonn at contracts@rsd7.net.

The scheduled opening for this RFP is November 15, 2021. The deadline for submitting a Proposal or response to the RFP is **November 16, 2021 at 3 p.m. Proposals received after the deadline will not be considered.**

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REYNOLDS SCHOOL DISTRICT #7

Lauren Tonn, Procurement, Contracts and Account Specialist

**REQUEST FOR PROPOSAL
21-22 REYNOLDS HIGH SCHOOL GRADUATION SERVICES**

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1. SCOPE OF WORK

The Reynolds School District (RSD or District or Owner) is seeking the services of a contractor to supply graduation products to students. The Project will consist of gown rentals with an option to purchase, printing services, diplomas and covers, class rings, honor cords, tassels and more, as detailed in this RFP. In addition, the successful proposer will be available for senior class meetings, delivery dates selected by the District and will work directly with students and parents to place orders for graduation memorabilia. The contractor shall meet the highest standards prevalent in the industry in providing the appropriate goods and services.

Proposal prices will remain in effect for three (3) years from the original bid date with an annual renewal of up to two additional years (2) years if agreed to by both parties.

This document constitutes an invitation for competitive proposals (RFP). This RFP may result in the award of a purchase agreement for the purchase of items and services which are in accordance with the scope of work and other specific requirements.

1.1 General Overview and Background

This document contains instructions for interested parties (Proposer or Vendor) to submit a bid, the procedures and criteria by which a Proposer may be selected to enter negotiations with the District, and the contractual terms by which the District proposes to govern their relationship.

The District appreciates your consideration and looks forward to receiving your proposal.

Minority-owned and women-owned enterprises are encouraged to submit proposals in response to this solicitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award of any contract entered into pursuant to this advertisement.

2. PROPOSAL PROCESS

2.1 General

This RFP is available from the District's website: <https://www.reynolds.k12.or.us/rfps>

Each proposal must include:

1. A cover letter and company profile, including full legal name, federal tax I.D. number, address, phone & fax number, email address, and a description of your company's background.
2. Current contact and background information about representatives to be assigned to the District.
3. A completed RFP form and any supporting material.

It is essential that the District be able to easily match a vendor's response with the requirements for proposal. The Proposer should indicate compliance and/or note any exceptions to the requirements and provide responses to any questions that follow.

The District will not be prequalifying proposers under ORS 279B.120.

2.2 Pre-Proposal Interpretation of Contract Documents

- a. **Changes to RFP:** The District reserves the right to make changes to the RFP. Changes will be made by written addendum which will be posted on the District's website and issued to all prospective proposers.

Prospective proposers may request or suggest changes to the RFP by submitting a written request. The request must specify the provision of the RFP in question and contain an explanation for the requested change. The request must be submitted at least seven (7) calendar days prior to the date established for submission of proposals.

The evaluation team will evaluate all requests submitted, but will not be obligated to accept the requested change.

- b. **Amend or Withdraw Proposal:** A Proposer may amend or withdraw their proposal any time prior to the time and date established for submission of proposals.

2.3 Public Disclosure of Proposals

Any information provided to the District pursuant to this RFP will be public record and subject to public disclosure pursuant to Oregon public records laws.

The District considers proposals submitted in response to this RFP to be submitted in confidence only until the District's evaluation is complete and agrees not to disclose proposals until the District has completed its evaluation of all proposals and publicly announced the results.

The general requirement for public disclosure is subject to a number of exemptions. When preparing a proposal submission, a proposer must plainly mark each page containing information deemed by the proposer to remain exempt from public disclosure after proposals have been evaluated (e.g., pages containing trade secret, economic development information, etc). A summary of redactions will be placed with the redacted version of the proposal response.

The fact that a proposer marks and segregates certain information as exempt from disclosure does not mean that the information is necessarily exempt. Any portion of a proposal that the proposer claims as exempt from disclosure must meet the requirements of ORS 192.501(2) and ORS 192.502(4). The District will make an independent determination regarding exemptions applicable to information that has been properly marked and redacted. Information that has not been properly marked and redacted may be disclosed in response to a public records request. When exempt information is mixed with nonexempt information, the nonexempt information must be disclosed.

Unless expressly provided otherwise in this RFP or in a separate communication, the District does not agree to withhold from public disclosure any information submitted in confidence by a proposer unless the information is otherwise exempt under Oregon Law. The District considers proposals submitted in response to this RFP to be submitted in confidence only until the District has completed its evaluation of all proposals and publicly announces the results.

2.4 Submission of Proposals

- a. **Bid Submission:** The District requires either electronic submission in PDF format or written submission delivered to the District Administration Office. Facsimiled versions of the proposal will not be accepted.
- b. **Response Format:** The responses shall be organized in the manner and shall be presented in the same sequence as indicated below. Any deviation from the format may result in the Evaluation Committee being unable to locate specific information which may result in a loss of points.
 - Proposals shall be limited to the electronic equivalent of twenty-five (25) or less 8-1/2 x 11 pages total, including all exhibits and/or attachments. All pages shall be numbered. The following pages are exempt from the 25 page limit: cover and back of submittals, a one page cover letter, a one page table of contents, resumes of key personnel, tab and blank divider pages, certified letter from bond and surety company, and the non-collusion and proposal forms.
 - The Proposals shall be electronically tabulated in separate sections in response to the detailed proposal requirements. No other material shall be submitted.
 - The Proposal must be signed by an officer of your firm with the authority to commit the firm.
 - Responses received after the closing date and time will not be considered.
- c. **Documents Required:** Proposal Packages must include the following:
 - a. Response documents and all requested additional related items such as resumes, schedules, etc.
 - b. Certification and Contract Offer (Attached as Appendix A)
 - c. Pricing (Attached as Appendix B)
 - d. References (Attached as Appendix C)
 - e. Non-Collusion Affidavit (Attached as Appendix D)

Return electronic proposals in PDF format to:

Lauren Tonn
Procurement, Contracts and Account Specialist
(503) 661-7200 x 3293
contracts@rsd7.net

The email must be clearly marked with the bidder's name/identification and the subject must be the words **"PROPOSAL RESPONDING TO RFP: REYNOLDS HIGH SCHOOL GRADUATION SERVICES"**

OR deliver written proposals to:

Reynolds School District
Attn: Lauren Tonn
21-22 RFP: REYNOLDS HIGH SCHOOL GRADUATION SERVICES
Contracts Dept
1204 NE 201st Ave
Fairview, Oregon 97024

Mailed or delivered proposals must be completely sealed and marked on the outside as **"PROPOSAL RESPONDING TO RFP: REYNOLDS HIGH SCHOOL GRADUATION SERVICES."** A minimum of 11-point font must be used for written proposals.

The District will not be responsible, or otherwise liable in any manner, for expenses incurred by the vendor(s) in response to this RFP. All proposers responding to this RFP do so at their own expense. Please note that the District will not accept responses or queries that require the District to pay the cost of production or delivery.

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

- d. **Pre-printed materials:** Foldouts for charts, tables, spreadsheets, and single-line diagrams are acceptable. Pre-printed materials, such as brochures or technical documents, may be included, but whenever possible should be placed within a bound proposal.
- e. **Identification:** Proposals must clearly indicate the RFP number, the RFP contact's name, proposal due date and time, as well as the Proposer's name, address and email address. The proposal shall contain a statement whether the proposer is a resident proposer or non-resident, as defined by ORS 279A.120. When applicable, the RFP shall also contain a copy of the vendor's certification of nondiscrimination in obtaining required subcontractors in accordance with ORS 279A.110.
- f. **Price:** RFP prices are to be complete and include all costs, whether material, labor, transportation or other, to complete the required work or supply the required materials in accordance with the RFP specifications, contract terms and conditions.

The RFP Form (Appendices A-D) must be used to submit pricing and compute the total proposed amount.

- g. **Cost of Proposal:** The District will not pay any costs incurred in responding to this RFP.
- h. **Proposal Due Date:** On or before November 15, 2021, 3:00 PM Pacific Standard Time. Proposals received after this time and date will not be considered and will be returned unopened. It is the sole responsibility of the proposer to ensure the proposal is emailed or delivered and time stamped by the above deadline. All late proposals will be rejected.
- i. **Proposer's responsibilities:** The Proposer will examine and understand this entire document and seek clarification from the listed RFP contact if required. Negligence in preparing a proposal does not give a right of withdrawal after proposal opening. The Proposer should become familiar with and abide by current federal laws, state and local statutes, regulations and other ordinances that could impact pricing or performance.
- j. **Obligation to Award:** The issuance of this RFP, and the receipt and evaluation of proposals does not obligate the District to award a contract. The District may cancel this procurement or reject any or all of the proposals in accordance with ORS 279B.100 without liability at any time prior to the District's execution of a contract.
- k. **Inquiries:** All inquiries related to this RFP must be directed in writing to Contracts, Reynolds School District Attn: Lauren Tonn at contracts@rsd7.net

Proposers who seek information, clarification or interpretation from anyone other than the above-mentioned contact are advised that such material is used at the Proposer's own risk and the District shall not be bound by any such requirements.

2.5 Qualification of Proposers

Qualifications of Proposers will be evaluated when evaluating proposals. Proposers may be required to produce acceptable personal, business, and credit references and completed examples of previous work of a similar nature. The Proposer will supply three (3) references on the attached form. The District reserves the right to interview these references regarding any part of this proposal request. The District also reserves the right to interview organizations not included as references.

2.6 Evaluation

In evaluating RFP responses, the District will award based on four (4) principal factors:

1. Pricing
2. Quality of service (as determined by references)
3. Quality of printing/materials
4. Quality and selection of graduation products

The superintendent or a designee shall review, score and rank all responsive proposals. The District will award the contract to the lowest responsible proposer in accordance with ORS 279B.055 (10) and 279B.060 (10), and OAR 137-047-0600. To determine whether the proposer has met the standards of responsibility under ORS 279B.110 (2) and OAR 137-047-0640 (1)(c)(F), the District will consider whether the proposer has:

1. Available the appropriate financial, material, equipment, facility and personnel resources and expertise, or the ability to obtain the resources and expertise, necessary to indicate the capability of the proposer to meet all contractual responsibilities;
2. A satisfactory record of performance. The District will document in the solicitation file its basis for determining that the offeror is not responsible because the offeror does not meet this requirement;
3. A satisfactory record of integrity. The District will document its basis for determining that the offeror is not responsible because the offeror does not meet this requirement;
4. Qualified legally to contract with the District;
5. Supplied all necessary information in connection with the inquiry concerning responsibility. If an offeror fails to promptly supply information requested by the District concerning responsibility, the District shall base the determination of responsibility upon any available information, or may find the proposer not to be responsible; and
6. Not been debarred by the District under ORS 279B.130.

Final ranking will be based on all information obtained during the evaluation process. Price will be considered, but will not necessarily govern selection of the contractor(s). The District may request Best and Final offers based upon improved understanding of the offers or changed scope of work. Based on the initial proposals (and Best and Final offers if requested) a selection will be made of the proposal that best fulfills the requirements and represents the best value to the District.

Evaluation of proposals is expected to be completed within twenty (20) working days after their receipt. After evaluating proposals, the team will recommend that the top-ranked proposer be invited to negotiate a final contract with the District. If the District is unable to successfully negotiate with the top-ranked proposer, the District reserves the right, at its sole discretion, to terminate negotiations and begin new negotiations with the next highest-ranked proposer.

Evaluation of offers may include an on-site presentation at Reynolds School District in Fairview, Oregon. Bidders will be notified of qualification and given at least 5 working days' notice for the presentation phase, if needed.

Award of contract is subject to the District's and Proposer's ability to agree on contract terms in a timely manner. The District reserves the right to waive informalities or to reject any or all proposals. INITIAL EVALUATION: Proposals submitted in response to this solicitation will be reviewed and scored by the Evaluation Committee of at least three (3) members selected from the following staff/groups:

- Reynolds School District Administrative Staff
- Reynolds High School Staff
- City of Fairview Staff
- Local Businesses
- Community Members
- Parents

SHORTLIST: The top three (3) finalists will be invited to an interview by the Committee, in the District's sole and absolute discretion. The Owner will provide the top three (3) finalists with written notice.

REFERENCES: References for the finalists will be checked by members of the Committee. Response information will be provided to all members of the Committee.

INTERVIEWS: Interviews are optional in the District's sole and absolute discretion. Should interviews be held, the shortlisted firms will all be asked the same questions in regards to:

- Project understanding
- Project approach
- Project communication philosophy
- Quality of goods

If elected by the District, interviews will be held at the Reynolds School District Office, located at 1204 NE 201st Ave, Fairview, Oregon 97024. Dates available for interviews with the top finalists will be approximately November 17, 2021 through November 24, 2021. All proposers should ensure these dates are kept available for potential scheduling.

INTERVIEW QUESTION SCORING: Interview questions will be scored based on the following criteria:

- 90-100% - The candidate demonstrates a complete understanding of the question subject matter and significantly exceeds response expectations.
- 70-89% - The candidate demonstrates a strong understanding of the question subject matter and meets or exceeds response expectations.
- 40-69% - The candidate demonstrates a general understanding of the question subject matter, but answers may contain some weaknesses and deficiencies.
- 20-39% - The candidate demonstrates a vague understanding of the question subject matter and communicates a below average response.
- 0-19% - The candidate demonstrates an insufficient understanding of the question subject matter.

FINAL EVALUATION: The results of the proposal evaluations, interviews and reference checks shall be used to determine a final ranking for the finalists.

SELECTION: The evaluation committee will provide a recommendation to the School Board for their consideration and approval. This is currently scheduled for December 15, 2021.

NON-SELECTED PROPOSERS: If proposers that are not-selected wish to follow up with the Owner, they may request a meeting within seven (7) calendar days of announcement of Notice of Intent to Award.

CONTRACT NEGOTIATIONS: Upon School Board approval of the Evaluation Committee's recommendation, the Owner will proceed to negotiate a contract with the approved proposer. If negotiations are not successful, the Owner may break off negotiations and begin negotiations with the number two ranked proposer, and so forth until a contract is negotiated. The School Board must approve and make final award of Contract.

Proposals will be evaluated on the basis of the following areas and points assigned:

<u>Evaluation Criteria</u>	<u>Maximum Possible Points</u>
Cover Letter	0 points
Firm Experience	20 points
Related Experience	15 points
Key Personnel Experience	0 points
Overall Project Understanding / Approach	25 points
Scheduling Approach	10 points
Fee	15 points

References 15 points

Maximum Possible Points 100 points

SCHEDULE OF EVENTS

3.1 Milestones

Projected significant milestones for this procurement are as follows:

Date	Time (PST)	Description
October 22, 2021	11:00 AM	RFP Release Date
November 3, 2021	3:00 PM	Deadline for questions from Proposers (Submit written questions via email to Lauren Tonn at contracts@rsd7.net)
November 5, 2021	5:00 PM	District Responses to Questions
November 12, 2021	3:00 PM	RFP Due Date
November 17, 2021 through November 24, 2021		Interviews of top 3 candidates at the discretion of the District
December 20, 2021 or earlier	5:00 PM	Notice of intent to award (anticipated)

The District reserves the right to modify this schedule at its discretion. Proper notification of changes in the response due dates will be made to all proposers on the District's list of responding firms.

3.2 Period of Irrevocability

Proposals will be offers that are irrevocable for a period of 90 calendar days after the time and due date for this RFP. Proposals must contain the name, address and telephone number of an individual or individuals with authority to bind the company during the period in which the proposal will be evaluated.

3.3 Objections or Protests

- a. **Process:** A Proposer or prospective Proposer who wishes to object or protest any aspect of this procurement or the solicitation process in compliance with OAR 137-047-0730 must deliver a written protest not less than 7 calendar days prior to the RFP closing date to:

Reynolds School District
21-22 RFP: Reynolds High School Graduation Services
Contracts Dept. Attn: Lauren Tonn
1204 NE 201st Ave

Fairview, Oregon 97024

PROPOSER'S WRITTEN PROTEST SHALL INCLUDE:

- A detailed statement of the legal and factual grounds for the protest;
- A description of the resulting prejudice to the Proposer; and
- A statement of the desired changes to the Contract terms and conditions, including any specifications.

A PROPOSER SHALL MARK ITS PROTEST AS FOLLOWS:

- "Contract Provision Protest"; and
- RFP Document number (or other information as specified in the RFP document).

OWNER RESPONSE: The Owner is not required to consider a Proposer's request for change or protest after the deadline established for submitting such request or protest. The Owner shall provide notice to the applicable Person if it entirely rejects a project. If the Owner agrees with the Proposer's request or protest, in whole or in part, the Owner shall either issue an Addendum reflecting its determination or cancel the solicitation.

EXTENSION OF CLOSING: If the Owner receives a Written request for change or protest from a Proposer in accordance with this rule, the Owner may extend the RFP due date if the Owner determines an extension is necessary to consider the request or protest and issue an Addendum, if any, to the RFP Document.

Per OAR 137-047-0730, protests related to the procurement process or the solicitation document, content of the protest must include a written statement of the desired changes to the solicitation document or procurement process that the prospective Proposer believes will remedy the conditions upon which they are protesting. The Proposer shall include the specific citation of law, rule, or regulation upon which the protest is based and include any and all supporting documentation.

For protests related to awarding of the contract, the Proposer's written protest shall specify the grounds for the protest per OAR137-047-0740, including the specific citation of law, rule, or regulation upon which the protest is based, and include any and all supporting documentation. Neither the judgment used in the scoring by individual evaluators nor disagreement with the procurement process shall constitute grounds for appeal. The District will not consider any protest based on items that could have been or should have been raised prior to the deadline for submitting questions or requesting addenda.

If a prospective bidder, proposer or offeror fails to timely file a protest, the prospective bidder, proposer or offeror may not challenge the contract in any future legal or administrative proceeding. The filing of a protest shall not prevent the District from executing a contract with any other vendor.

- b. Timeliness:** If the protest relates to matters of the procurement process or the solicitation documents that are otherwise known or should have been known to the protestor, the protest must be delivered no later than seven (7) calendar days prior to the deadline for the District's receipt of proposals.

If the protest relates to other matters, including but not limited to the award of the contract, it must be delivered no later than seven (7) calendar days, after the protestor knows or reasonably

should have known of the award of the contract, the District's intent to award of the contract, or other matters to which the protest is addressed.

4. SPECIFICATION AND TECHNICAL REQUIREMENTS

The following list of products and services are considered central to completion of the contract for graduation services:

- 1) Custom rental gown with cap and a tassel to keep. Fabric gown to be designed in collaboration with school and vendor.
- 2) Students should have the option to purchase their cap and gown.
- 3) Approximately 600 gowns, caps and tassels per year with various gown sizing.
- 4) Printing service for custom announcement design selected annually by the senior class council.
- 5) Graduation announcement pricing to students will not increase throughout the life of the contract.
- 6) Students should be able to order any quantity they need at any time during the school year.
- 7) A company representative will attend the graduation ceremony to provide items such as extra tassels, gowns, caps, or other student or staff emergency needs.
- 8) Payment and layaway plans provided interest-free to students with minimal money down.
- 9) Company representatives will be available for senior class meetings and delivery dates as determined by the high school Calendar Committee in the Spring of each calendar year.
- 10) In addition, the vendor will provide the following free of charge:
 - a) Announcements and cap/gown rental to students as designated by high school staff where normal fees would impose financial hardship. Approximately 30 per year.
 - b) Senior class diplomas and covers. Approximately 600 per year.
 - c) Class rings for senior class officers and senior ASB officers. Approximately 14 per year.
 - d) Honors cords. Approximately 550 per year, 7-8 different colors.
 - e) Valedictorian and Salutatorian stoles. Approximately 2 per year.
 - f) Custom medallions for 4.0 students, AVID students and other honorees. Approximately 150 per year.
 - g) Business card and stationary. Approximately 20 per year.
 - h) Faculty gowns and regalia rental. Approximately 200 per year.

Other remarks: Customer service to parents, students, and staff as reported by references will be an important factor in the decision to award. An ideal program will balance high standards of quality and careful service with the lowest cost. The District, in its sole and absolute discretion, reserves the right to inspect and reject any and all goods or services provided by the successful proposer, or any portion thereof, and require replacement of such goods and/or services at the proposer's sole cost and expense at any point during the contract term, including any extensions thereof.

5. STANDARD TERMS AND CONDITIONS

1. **PROPOSAL VALIDITY PERIOD:** Submission of the proposal will signify the vendor's agreement that its proposal and the content thereof are valid for 90 days following the submission deadline and will become part of the contract that is negotiated between the District and the successful vendor.
2. **ADDENDA:** If, in the opinion of the Chief Financial Officer, additional information or interpretation is needed by the Proposers, an addendum will be issued per OAR 137-047-0430. Any addendum or addenda issued by the Chief Financial Officer that may include changes, corrections, additions, interpretation, clarification, or information, and shall be binding upon the proposer. The District shall supply copies of such addenda on the District Web Site. Failure of the Proposer to receive or obtain such addenda shall not excuse the Proposer from compliance therewith if awarded a contract with the District. All vendors are solely responsible for monitoring the District's website for changes or clarifications to this RFP via addenda. Any questions regarding addenda shall be sent electronically to Lauren Tonn at contracts@rsd7.net.
3. **CANCELLATION, DELAY OR SUSPENSION OF SOLICITATION; REJECTION OF PROPOSALS:** The District may cancel, delay or suspend this solicitation if in the best interest of the District as determined by the District. The District may reject any or all proposals, in whole or in part, if in the best interest of the District as determined by the District. The District reserves the right to reject any or all proposals not in compliance with public contracting procedures.
4. **INDEPENDENT CONTRACTOR:** The relationship to the District with the successful firm and each of its employees and agents shall be that of an "independent contractor" and not an employee. The successful firm shall have single-point responsibility for all persons and legal entities that provide services to the District, be they employees of the firm or independent contractors. The successful proposer is responsible for determining the appropriate means and manner of performing the work. The successful proposer represents and warrants now, and as part of the contract for services with the District pursuant to this RFP, that the successful proposer is not an employee of the District, and that the successful proposer at all times meets and will continue to meet the specific independent contractor standards of ORS 670.600. Among other obligations of successful proposer consistent with this statute, successful proposer shall be responsible for federal and state taxes applicable to any compensation or payments paid to successful proposer under this contract and, the District will not withhold from such compensation or payments any amounts to cover successful proposer's federal or state tax obligations.
5. **AMERICANS WITH DISABILITIES ACT COMPLIANCE:** Proposers agree that if awarded a Purchase Agreement, the Contractor will comply with all applicable provisions of the Americans with Disabilities Act of 1990, 42 USC Section 12101 et seq. If any Proposer

- requires special assistance or auxiliary aids during the proposal, evaluation or award process, please notify the RSD Administration office (503) 661-7200 at least two (2) business days prior to the required assistance.
6. **SPECIAL CONDITIONS:** Where special conditions are written in the Request for Proposal, these special conditions shall take precedence over any conditions listed under these Proposal Terms and Conditions.
 7. **COMPLIANCE WITH LAW:** The provisions of any Purchase Agreement shall be construed in accordance with the provisions of the laws of the State of Oregon without reference to its conflict of law provisions. Any action or suits involving any question arising under this Purchase Agreement must be brought in the appropriate court in Multnomah County Oregon. All statutory, charter and ordinance provisions that are applicable to public contracts in the State of Oregon shall be followed with respect to this Purchase Agreement. In connection with its activities under this Purchase agreement, Contractor shall comply with all applicable federal, state and local laws and regulations.
 8. **COST OF RESPONDING:** This Request for Proposal does not commit the District to pay any costs incurred by any Proposer in the submission of a response, or in making necessary studies or designs for the preparation thereof, or for procuring or contracting for the items to be furnished under the RFP.
 9. **CONTRACT AWARD AND EXECUTION:**
 - a. The District reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be initially submitted on the most favorable terms the vendors can offer. It is understood that the proposal will become a part of the official file on this matter without obligation to the District.
 - b. The general conditions and specifications of the RFP and all subsequent addenda and as proposed by the District and the successful vendor's response, as amended by agreements between the District and the vendor, will become part of the contract documents. Additionally, the District will verify vendor representations that appear in the proposal. Failure of the vendor's products to meet the mandatory specifications may result in elimination of the vendor from competition or in contract cancellation or termination.
 - c. The District has attached a sample contract to this RFP as Appendix E, which is herein incorporated by reference. Once District staff has selected the responsible vendor that can best meet the District's needs, based on the evaluation factors, the District will negotiate the specific District goods and services requirements with the selected vendor, using the vendor's proposal to determine the cost of the goods and services and options as determined in the sole discretion of the District. After that negotiation period has ended and District has, in its sole discretion, finalized the goods and services requirements, the vendor selected as the apparent successful vendor will be expected to enter into a contract with the District substantially in the

form and content attached as Appendix E, but with the addition of specific information pertaining to the agreed-upon goods and services price proposal to be provided for the District. The successful proposer is expected to execute the sample contract verbatim unless it has proposed specific changes to the contract in its response to this RFP and has later obtained agreement from the District for the contract change. All such proposed changes should be accompanied by an estimate of the cost savings to the District that would result from the recommended change.

- d. If the selected vendor fails to sign the contract within ten (10) business days of delivery of the final contract, the District may elect to cancel the award and award the contract to the next-highest-ranked vendor. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

10. DEFENSE, INDEMNIFICATION, HOLD HARMLESS AND INSURANCE REQUIREMENTS:

In addition to other standard contractual terms, the District will require the selected vendor to comply with the defense, indemnification, hold harmless and insurance requirements as outlined below:

Vendor shall defend, indemnify and hold the District, its officers, officials, employees and volunteers harmless for, from and against any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Vendor and its agents in performance of this Agreement, except for injuries and damages caused by the sole negligence of the District.

The Vendor shall procure and maintain, for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Vendor, its agents, representatives, employees or subcontractors. The cost of such insurance shall be paid by the Vendor. Insurance shall meet or exceed the following unless otherwise approved by the District.

a. LIABILITY INSURANCE

VENDOR will maintain a policy of liability insurance in the form, and from an insurance company, approved by the DISTRICT (Reynolds School District), which company is admitted or otherwise licensed to do business in the State of Oregon.

- i. Said insurance shall insure VENDOR for the benefit of the DISTRICT in not less than the amount of \$1,000,000 single limit liability for each occurrence, and aggregate coverage of not less than \$2,000,000.
- ii. The insurance shall cover any occurrences, resulting from any conduct, act, or failure to act, by VENDOR, or by an employee, representative, or agent of VENDOR, and which occurrence or occurrences result in damages of any kind, including, but not limited to, personal injury or death to any person or persons, damage to any property (personal or real), or damage to any contractual or other commercial right or interest.

- iii. **Certificate of Insurance:** VENDOR shall require its insurance carrier to provide to the DISTRICT a certificate of insurance or a copy off the full policy evidencing said coverage. Said policy shall provide that such coverage cannot be modified, terminated or canceled by the carrier without six (6) months written notice sent by certified mail by the insurance carrier to the DISTRICT. It is agreed that no person shall perform any acts on behalf of VENDOR without having said insurance in full force and effect.

11. **NON-COLLUSION AFFIDAVIT:** The Vendor submitting a proposal thereby certifies that no officer, agent, or employee of the District who has a pecuniary interest in this RFP, has participated in the Price Agreement negotiations on the part of the District, that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other Vendor of the same request for proposal and that the Vendor is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm. Vendor will complete the enclosed Non-Collusion Affidavit and submit it with their proposal.

12. **EQUAL OPPORTUNITY COMPLIANCE:** The District is an equal opportunity employer and requires all proposers to comply with policies and regulations concerning equal opportunity.

All proposers must be certified as Equal Employment Opportunity Affirmative Action Employers. The proposer, in the performance of this agreement, agrees not to discriminate in its employment because of an employee's or applicant's race, religion, national origin, ancestry, sex, sexual preference, age, or disability.

13. **OTHER COMPLIANCE REQUIREMENTS:** In addition to any nondiscrimination and affirmative action compliance requirements previously listed, the Proposer awarded a contract shall comply with federal, state and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, protection of public and employee safety and health; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subjects.

Contractors shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.

If required under ORS 468A.710, all contractors and subcontractors shall possess an asbestos abatement license.

14. **OWNERSHIP OF DOCUMENTS:** Any reports, studies, conclusions, and summaries prepared by the proposer, including all proposal documents, shall become the property of the District.

15. **ORAL INSTRUCTIONS:** Oral instructions or information concerning the RFP documents or the project given out by officers, employees, or agents of the District to prospective Proposers shall not bind the District. Any changes or revisions to the specifications shall be

binding only if issued in writing by the District by addendum. The District reserves the right to officially amend or cancel an RFP after issuance.

16. **INVOICING:** Purchase Order number shall appear on all invoices, packing lists, packages, shipping notices, instruction manuals, and any correspondence. Vendor shall invoice Reynolds School District within fifteen (15) days of completion of scope of this RFP. Invoices submitted for payment shall identify the goods and services, the unit price, quantity, extended price, purchase order number and invoice total.
17. **TOBACCO:** Use of Tobacco on School Property: State law OAR 581-021-0110 and school district policy (GBK/JFCG/KGC) prohibit the use of all tobacco products on public school property. If the vendor is on property during the performance of this contract, the contractor/vendor all of its employees, agents, subcontractors and invitees are required to comply with this policy.
18. **SECURITY:** Onsite staff will need to complete criminal history background check and be issued district vendor badges. The cost of any requested background check shall be borne by the Contractor. Contractor agrees that it shall cause all of its employees, agents and contractors to undergo background checks at its sole cost and expense at the direction of the District or as required by law.
19. **LICENSING:** Vendor represents and warrants that it is licensed to do business in the State of Oregon. Upon award of Contract, Vendor will provide District with Contractor's Oregon State Department of Revenue Tax Registration Number.

6. ORS 279B PUBLIC CONTRACTING – PUBLIC PROCUREMENTS

Vendor shall observe all applicable state and local laws pertaining to public contracts, all of which are incorporated by this reference. ORS Chapters 279B requires every public contract to contain certain provisions. Pursuant to those chapters, the following provisions shall be a part of the contract as applicable.

- Pursuant to ORS 279B.220, on every public contract, the contractor shall 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; shall pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract; not permit any lien or claim to be filed or prosecuted against the state or county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished, and; pay to the Department of Revenue all sums withheld from employees under ORS 316.167
- Pursuant to ORS 279B.230 (1), in every public contract, the contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of

employees under any law, contract or agreement for the purpose of providing or paying for the services.

- Pursuant to ORS 279B.230 (2), in every public contract, all subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
- Pursuant to ORS 279B.235 (1), persons may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it. In such cases, the employee shall be paid a) at least time and a half pay for all overtime in excess of 8 hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or b) for all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and c) for all work performed on Saturday and on any legal holiday specified in ORS 279B.020.

7. RESERVATION OF DISTRICT RIGHTS. The District reserves all rights regarding this RFP, including, without limitation, the following:

- The right to amend, delay or cancel this RFP at any time if deemed to be in District's best interest. In no event shall the District have any liability for any amendment, delay, or cancellation. The Proposer assumes the sole risk and responsibility for all expenses connected with the preparation of its proposal.
- The right to accept or reject any or all responses to this Request for Proposal, and to waive any informalities and/or irregularities in such proposals. Specifically, the District may reject a bid that does not comply with prescribed public contracting procedures and requirements. In addition, the District may reject a proposal that does not comply with prescribed public contracting procedures and requirements. The District may also reject for good cause all proposals after finding that doing so is in the public interest.
- The right to request clarification on any item in the firm's proposal or to request additional information necessary to properly evaluate a particular proposal. All requests for clarification and responses shall be in writing. Except for requests and responses related to a clarification necessary to evaluate whether a proposal has met minimum requirements, all requests for clarification and responses shall be provided to each evaluation committee member.
- The right to negotiate a Statement of Services based on the Scope of Services described in the RFP and to negotiate separately in any manner necessary to serve the best interest of the District.
- The right to amend any Contracts that are a result of the RFP.
- The right to engage consultants by selection or procurement independent of the RFP process or any Contracts or agreements under it to perform the same or similar services.
- The right to extend any Contracts that result from the RFP without an additional RFP process.
- Although price is a consideration in determining the apparent successful Proposer, the intent of the RFP is to identify a Proposer that has a level of specialized skill, knowledge, and resources to perform the Services as described in the RFP. The Proposer with the lowest Price proposal may not necessarily be awarded a Contract. The District reserves the sole right to determine the best Proposal.

8. LEGAL INFORMATION.

- **CONTRACT FORMAT:** The District will negotiate with the selected proposer using a standard contract. The contract terms which may be negotiated include the details of contract performance, methods of service, timing, fee and costs, and other matters that affect cost or quality
- **RISK OF LOSS AND DAMAGE:** The Proposer will be liable for all damages arising out of the Proposer's negligence or fault in connection with this RFP. The District will not be responsible for the loss or damage of any items during the RFP process, unless negligence on the part of the District has been established in a court of law. The District will not be responsible for any loss or for any unanticipated costs that may be suffered by the successful proposer as a result of the Proposer's failure to fully inform themselves in advance in regard to all conditions pertaining to the duties required. No statement made by any officer, agent, or employee of the District will be binding on the District. Additionally, Proposers warrant that they have checked their Proposal for errors and omissions and that the prices stated in the Proposal are correct and as intended and are a complete and correct statement of prices for performing the duties specified herein.
- **COMPLIANCE WITH LAW:** All proposers must be "Equal Opportunity Employers" and comply with the appropriate provisions of state and federal law. All firms shall be required to comply with ORS 656.017 regarding Worker's Compensation. No proposal will be received or considered by the Owner unless the proposal contains a statement as to whether the firm is a resident Proposer as defined in ORS 279A.120. By submitting this proposal, the respondent certifies conformance to applicable federal acts, regulations, executive orders, and Oregon statutes and administrative rules concerning affirmative action toward equal employment opportunities. All information, records, and reports that the respondent is required to maintain for this purpose by federal or state agencies having responsibility for the enforcement of such laws shall be supplied to the District upon request. When required, the proposer shall maintain in effect all licenses, permits and certifications required for the performance of the Project. The Proposer shall notify the District immediately if any license, permit or certification required for the performance of this contract ceases to be effective for any reason.
- **INCORPORATION OF PUBLIC CONTRACTING LAWS:** The provisions of Oregon Revised Statutes 279B.005 through 279B.425, Public Contracts, as applicable are incorporated herein by reference. Any Proposer executing a contract with the District for the services agrees to comply with said provisions.
- **OWNERSHIP OF DOCUMENTS:** All documents, reports, proposal submittals, working papers or other material submitted to the Owner from proposing firms shall become the sole and exclusive property of the Owner, the public domain (except for materials deemed to be excluded as trade secrets), and not the property of the proposing firm. The proposing firm shall not copyright, or cause to be copyrighted, any portion of any said documents submitted to the Owner as a result of this solicitation.
- **OSHA:** During the performance of this contract, the Proposer is required to comply with the conditions of the Federal Occupational Safety and Health Act of 1972 (OSHA) and the standards and regulations issued there under. The Proposer shall further agree to hold the District, their respective employees, agents, and assigns harmless and free from liability for failure to comply with said standards and regulations by the responder. It shall be the sole responsibility of the Proposer to remain familiar with said standards and regulations and

maintain their enforcement.

- **PUBLIC RECORDS:** Notwithstanding any requirements to make Proposals open to public inspection, the Owner may withhold information exempt or conditionally exempt from disclosure under Oregon Public Records law on the following conditions: 1) If the proposer reasonably believes there are any grounds for exempting information for disclosure under such law, they shall mark the information accordingly; 2) Many exemptions are conditioned upon official or judicial determinations. It shall be the Proposer's obligation to establish that the information is exempt from disclosure; 3) The proposer shall defend, indemnify, and hold the Owner harmless from any claim or administrative appeal, including costs, expenses and any attorney's fees, related to a request to disclose information which Proposer has labeled as confidential. The Owner will not keep confidential information about cost, price, and delivery, which may be open to public inspection. Generally any resulting contract is a public record. The Owner shall be entitled to use information which the Proposer has labeled as confidential, in whole or in part, for proposal evaluation and may make copies for this purpose. Any restrictions related to the information marked confidential do not apply, if the Owner has the right to or has obtained the information from another source.
- **NON-DISCRIMINATION:** No person shall be denied or subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this proposal, on the grounds of race, color, religion, gender, sexual orientation, national origin, disability, age or marital status. Any violation of this provision shall be considered a material defect of the contract and shall be grounds for cancellation, termination or suspension in whole or in part of the contract by the District.
- **NO GUARANTEE OF CONTRACT:** This request for proposals does not commit the Owner to award a contract and to pay any cost incurred by companies responding to the proposal. Any and all costs incurred by a prospective proposer associated with the submission of a Proposal, interview, contract negotiation, and related expenses are solely the responsibility of that proposer. The District is not responsible for any Proposer expenses associated with this RFP.
- **FINGERPRINTING:** If the scope of the work performed by a proposer(s) or his/her employee(s) may result in direct, unsupervised contact with students, he/she will be required to submit to fingerprinting and criminal records checks as required by law at the proposer's sole cost and expense. All proposer's represent and warrant that they will do all things necessary to ensure all employees, independent contractors, subcontractors, and agents of the proposer will submit to fingerprinting and/or background checks when required by law.



Reynolds School District
Administration Offices
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Fairview, OR 97024
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RFP FORM PAGE 1
CERTIFICATION and CONTRACT OFFER
21/22 RFP: Reynolds High School Graduation Services

The undersigned proposer submits this proposal in response to the Reynolds School District's Request for Proposals (RFP) dated October 22, 2021, for the contract named above. The proposer warrants that proposer has carefully reviewed the RFP and that this proposal represents proposer's full response to the requirements described in the RFP. The proposer further warrants that if this proposal is accepted, the proposer will contract with Reynolds School District, agree to all terms and conditions found in the attached contract, and will provide all necessary labor, materials, equipment, and other means required to complete the work in accordance with the requirements of the RFP and contract documents.

The proposer hereby acknowledges the requirement to carry or indicates the ability to obtain the insurance required by the contract documents. Indicate in the affirmative by initialing here: _____

The proposer hereby acknowledges receipt of Addendum Nos. _____ through _____ to this RFP.

Name of Proposer: _____

Business Address: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

Authorized Signature: _____

Printed/Typed Name: _____

Title: _____

Date: _____

Note: Complete and execute this form and include as the first page of the proposal.

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RFP FORM PAGE 2

PRICING

21/22 RFP: Reynolds High School Graduation Services

Total Estimated Cost: _____
Cap and Gown Rental: _____
Cap and Gown Purchase: _____
Announcements: _____
Class Rings: _____
Other Memorabilia (Apparel, keychains, etc ...): Please itemize on an additional page _____

Proposer Signature:

Signature

Title

Company

Date

Street Address

City/State/Zip

Phone

Fax

Email address

Oregon State Unified Business Identifier Number (UBI) _____

Resident or Non-Resident Proposer under ORS 279A.120: _____

Federal Tax Identification Number _____

Vendor's financial terms _____

The District reserves the right to waive proposal informalities and irregularities, and award to proposer deemed in the best interests of the District.

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RFP FORM PAGE 3

REFERENCES

21/22 RFP: Reynolds High School Graduation Services

Company: _____

Our company has provided services/products of a similar nature to the following organizations:

1 Name of Organization _____

Website Address _____

Address _____

Contact Person _____

Phone _____

Email _____

2 Name of Organization _____

Website Address _____

Address _____

Contact Person _____

Phone _____

Email _____

3 Name of Organization _____

Website Address _____

Address _____

Contact Person _____

Phone _____

Email _____

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RFP FORM PAGE 4
NON-COLLUSION AFFIDAVIT
21/22 RFP: Reynolds High School Graduation Services

STATE OF _____ COUNTY OF _____

I, (Type/Print Name) _____, state that I am (Position Title) _____ of (Name of Firm) _____, and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this proposal.

I state that:

1. The price(s) and the amount of this proposal have been arrived at independently and without consultation, communication or agreement with any other contractor, Proposer, or potential Proposer, except as disclosed on the attached appendix.
2. Neither the price(s) nor the amount of this proposal, and neither the approximate price(s) nor approximate amount of this proposal, have been disclosed to any other firm or person who is a Proposer or potential Proposer, and the price(s), not approximate amount, will not be disclosed before proposal opening.
3. No attempt has been made or will be made to induce any firm or person to refrain from proposing on this RFP, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
4. The proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
5. (Name of Firm) _____, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to any offer on any public solicitation, except as described in the attached appendix.

I state that (Name of Firm) _____ understands and acknowledges that the above representations are material and important, and will be relied on by **Reynolds School District** in awarding the Purchase Agreement for which this proposal is submitted. My firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from **Reynolds School District** of the true facts relating to the submission of our proposal and award of a Purchase Agreement.

Signature

Subscribed and sworn to before me this _____ day of _____, 2021.

Notary Public

My Commission Expires

Appendix E



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RFP FORM PAGE 5
SAMPLE GOODS AND PROFESSIONAL SERVICES CONTRACT
21/22 RFP: Reynolds High School Graduation Services

THIS GOODS AND PROFESSIONAL SERVICES CONTRACT (the “Contract”) is between the Reynolds School District #7, by and through its School Board (the “Owner”), and _____ (the “Consultant”) (collectively, the Owner and the Consultant are referred to as the “Parties”). This Contract is for the supply of goods and services pertaining to the Reynolds High School Graduation Services (the “Project”):

Company _____ Contract # _____
Address _____ Project: Reynolds HS Graduation Services
City, State Zip _____ Federal Tax ID # _____
Phone _____ Fax # _____

The purpose of this Request for Proposal (RFP) is to solicit proposals to establish a contract through fair and competitive negotiations for the supply of goods and services pertaining to Reynolds High School Graduation services (“Services”).

This Contract shall become effective on the date the Contract is fully executed by both the District and the successful Consultant and/or Consultant’s firm and all required Reynolds School District #7 approvals have been obtained. This date is known as the Contract “Effective Date.” No Services shall be performed prior to the Contract Effective Date. The Contract shall expire, unless otherwise terminated or extended, on _____, 202__.

This Contract consists of the introductory provisions and signature page(s) of this Contract:

- Section 1-Relationship Of The Parties
- Section 2-Consultant’s Professional Responsibility
- Section 3-Responsibilities Of The Owner
- Section 4-General Contract Provisions

EXCEPT AS PROVIDED IN THE APPLICABLE STATUTES, THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES ON THE SUBJECT MATTER ADDRESSED HEREIN. THE TERMS OF THIS CONTRACT CAN NOT BE WAIVED, ALTERED, MODIFIED, SUPPLEMENTED, OR AMENDED, IN ANY MANNER WHATSOEVER, EXCEPT BY WRITTEN INSTRUMENT SIGNED BY THE PARTIES AND CONTAINING ALL REQUIRED REYNOLDS SCHOOL DISTRICT #7 APPROVALS. ANY SUCH WAIVER, ALTERATION, MODIFICATION, SUPPLEMENTATION, OR AMENDMENT, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE

NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, REGARDING THIS CONTRACT EXCEPT AS CONTAINED, INCORPORATED OR REFERENCED HEREIN. CONSULTANT, BY ITS AUTHORIZED REPRESENTATIVE'S SIGNATURE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. THIS CONTRACT, AND ANY AMENDMENTS TO THIS CONTRACT, MAY BE EXECUTED IN COUNTERPARTS (EACH OF WHICH SHALL BE AN ORIGINAL AND ALL OF WHICH SHALL CONSTITUTE BUT ONE AND THE SAME INSTRUMENT) OR IN MULTIPLE ORIGINALS. A FAXED FORM OF THIS CONTRACT OR ANY AMENDMENT THERETO, EXECUTED BY ONE OR MORE OF THE PARTIES, WILL CONSTITUTE A COUNTERPART HEREOF, AS LONG AS THE COUNTERPART BEARING THE PARTY'S ORIGINAL SIGNATURE IS TRANSMITTED.

OWNER: Reynolds School District #7

CONSULTANT:

By:

_____, Its _____

By:

_____, Its _____

1. RELATIONSHIP OF THE PARTIES

1.1. The Consultant shall provide the Services for the Project in accordance with the terms and conditions of this Contract. The Consultant's performance of Services shall be as a professional consultant to the Owner to carry out the activities of the Project and to provide the technical documents and supervision to achieve the Owner's Project objectives.

1.2. In administering this Contract, the Owner may retain the services of an independent project manager, and potentially, other consultants as needed to fulfill the Owner's objectives.

1.3. The Consultant shall provide a list of all sub-consultants which the Consultant intends to utilize on the Project (the "Sub-consultants"). This list shall include such information on the qualifications of the Sub-consultants as may be requested by the Owner. The Owner reserves the right to review the Sub-consultants proposed, and the Consultant shall not retain a Sub-consultant to which the Owner has a reasonable objection.

2. CONSULTANT'S PROFESSIONAL RESPONSIBILITY

2.1. By execution of this Contract, the Consultant agrees that:

2.1.1. The Consultant is an experienced firm having the skill, legal capacity, and professional ability necessary to perform all the Services required under this Contract to design and administer a project having this scope and complexity; and will perform such Services pursuant to the standard of care defined in Section 4.4.1 of this Contract.

2.1.2. The Consultant has the capabilities and resources necessary to perform Consultant's obligations under this Contract.

2.1.3. The Consultant either is, or will in a manner consistent with the standard of care defined in Section 4.4.1 of this Contract, become familiar with all current laws, rules, and regulations which are applicable to the design and supply of the Project. All drawings, specifications, deliverables and other documents prepared by the Consultant shall be prepared in accordance with this standard of care in an effort to accurately reflect, fully comply with and incorporate all such laws, rules, and regulations.

2.2. The Consultant hereby agrees that it will prepare, in a manner consistent with the standard of care defined in Section 4.4.1 of this Contract, all drawings, specifications, deliverables and other documents pursuant to this Contract so that they are complete and functional for the purposes intended (except as to any deficiencies which are due to causes beyond the control of the Consultant) and that the Project, if constructed in accordance with the intent established by such drawings, specifications, deliverables and other documents, shall be structurally sound and a complete and properly functioning road suitable for the purposes for which it is intended.

2.3. The Consultant shall be responsible for correcting any inconsistencies, errors or omissions in the drawings, specifications, deliverables and other documents prepared by the Consultant of goods to be supplied, at no additional cost to the Owner. The Consultant further agrees, at no additional cost to the Owner, to

render assistance to the Owner in resolving problems relating to the Project design or to specified materials.

3. RESPONSIBILITIES OF THE OWNER

The Owner's responsibilities under this Contract are to provide a budget for the goods and services to be provided by Consultant.

4. GENERAL CONTRACT PROVISIONS

4.1. Contract Performance. The Consultant shall at all times perform the Services diligently, without delay and punctually fulfill all requirements herein, consistent with the schedule for the performance of Consultant's Services set forth in Exhibit 1. The passage of the Contract expiration date shall not extinguish, prejudice, or limit either party's right to enforce this Contract with respect to any default or defect in performance. Time is of the essence in the performance of this Contract.

4.2. Access to Records. For not less than three (3) years after the Contract's expiration, the Owner, the Secretary of State's Office of the State of Oregon, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the Consultant and the Sub-consultants which pertain to the Contract for the purpose of making audits, examination, excerpts, and transcripts. If for any reason, any part of this Contract or any Project-related consultant contract is involved in litigation, Consultant shall retain all pertinent records for not less than three years or until all litigation is resolved, whichever is longer. Consultant shall provide the Owner and the other entities referenced above with full access to these records in preparation for and during litigation.

4.3. Funds Available and Authorized. Owner reasonably believes at the time of entering into this Contract that sufficient funds are available and authorized for expenditure to finance the cost of this Contract. Consultant understands and agrees that, to the extent that sufficient funds are not available and authorized for expenditure to finance the cost of this Contract, Owner's payment of amounts under this Contract attributable to Services performed after the last day of the current biennium is contingent on Owner receiving from the Oregon Legislative Assembly funds sufficient to allow Owner, in the exercise of its reasonable administrative discretion, to continue to make payments under this Contract.

4.4. Representations and Warranties.

4.4.1. Consultant's Representations and Warranties; Standard of Care. Consultant represents and warrants to Owner that: (i) Consultant has the power and authority to enter into and perform this Contract; (ii) When executed and delivered, this Contract shall be a valid and binding obligation of Consultant enforceable in accordance with its terms; (iii) Consultant shall, at all times during the term of this Contract be duly licensed to perform the Services, and if there is no licensing requirement for the profession or Services, be duly qualified and competent; (iv) The Services under this Contract shall be performed in accordance with the professional skill, care and standards of other professionals performing similar services under similar conditions; (v) the persons executing this Contract on behalf of the Consultant have the actual authority to bind the Consultant to the terms of this Contract; and (vi) the provisions of this Contract do not conflict with or result in a default under any agreement or other instrument binding upon the Consultant and do not result in a violation of any law, regulation, court decree or order applicable to the Consultant.

4.4.2. Automated Systems; Representations and Warranties. Consultant represents and warrants to Owner that the “Automated Systems” specified, designated and planned pursuant to this Contract shall operate in conformance with the agreed-upon specifications for those Automated Systems. For the purposes of this subsection, “Automated Systems” shall mean any computers, software, firmware, HVAC systems, elevators, electrical systems, fire/life safety systems, security systems and any other electrical, mechanized or computerized devices serving the Project.

4.4.3. Representations and Warranties Cumulative. The representations and warranties set forth in this Section are in addition to, and not in lieu of, any other representations and warranties provided herein.

4.5. Insurance and Indemnity. Consultant shall maintain in effect for the duration of this Contract, or any other time periods required herein, the insurance required by this Contract, as set forth in Exhibit 3-Insurance Provisions. The Consultant shall indemnify, defend, save, and hold harmless Reynolds School District #7 from Professional Liability claims, as described in 4.5.2 and all other liability claims as described in 4.5.1.

4.5.1. Claims Other than Professional Liability. Consultant shall indemnify, defend, save, and hold harmless Reynolds School Board, its officers, agents, and employees, from all claims, suits, or actions of whatsoever nature resulting from or arising out of the acts or omissions of the Consultant or its Sub-consultants, subcontractors, agents, or employees under this Contract.

4.5.2. Claims for Professional Liability. Consultant shall indemnify, defend, save, and hold harmless Reynolds School District #7, its officers, agents, and employees, from all claims, suits, or actions arising out of the professionally negligent acts or omissions of the Consultant or its Sub-consultants, subcontractors, agents, or employees in performance of professional services under this Contract.

4.5.3 Owner Defense Requirements. Notwithstanding the foregoing defense obligations under Sections 4.5.1 and 4.5.2, neither the Consultant nor any attorney engaged by the Consultant shall defend any claim in the name of Reynolds School District #7, nor purport to act as legal representative of Reynolds School District #7 without the prior written consent of the Superintendent. Reynolds School District #7 may, at anytime at its election assume its own defense and settlement of any claims, in the event that it determines that the Consultant is prohibited from defending the District, that the Consultant is not adequately defending the District’s interests, that an important governmental principle is at issue, or that it is in the best interests of the District to do so. Reynolds School District #7 reserves all rights to pursue any claims it may have against the Consultant if the District elects to assume its own defense.

4.5.4 Owner’s Actions. This Section 4.5 does not include indemnification by the Consultant of the Owner for the Owner’s acts or omissions, whether related to the Contract or otherwise.

4.6. Employment Status.

4.6.1. Consultant, Consultant’s employees and the Sub-consultants are not “officers, employees, or agents” of the District or the Owner, as those terms are used in ORS 30.265. Consultant shall perform all Services as an independent contractor. Although Owner

reserves the right (i) to set the delivery schedule for the Services to be performed and (ii) to evaluate the quality of the completed performance, Owner cannot and will not control the means and manner of Consultant’s performance. Consultant is responsible for determining the appropriate means and manner of performing the Services with approval of the Owner.

4.6.2. Consultant is not a contributing member of the Public Employee’s Retirement System and will be responsible for any federal of state taxes applicable to any compensation or payments paid to Consultant under this Contract. Consultant will not be eligible for any benefits from any payments made under this Contract for federal Social Security, unemployment insurance, or worker’s compensation, except as a self-employed individual. If any payment under this Contract is to be charged against federal funds, the Consultant certifies that it is not currently employed by the federal government.

4.7. Successors & Assignments. The provisions of this Contract shall be binding upon and shall inure to the benefit of the Parties, and their respective successors and assigns. After the original Contract is executed, the Consultant shall not enter into any new Sub-consultant agreements for any of the Services scheduled under this Contract or assign or transfer any of its interest in this Contract, including a delegation of its duties, without the prior written consent of the Owner.

4.8. Compliance with Applicable Law. Consultant shall comply with all federal, state and local laws, regulations, and ordinances applicable to the Services under this Contract.

4.9. Governing Law; Jurisdiction; Venue. This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively “Claim”) between Owner and Consultant that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Subsection be construed as a waiver by the Reynolds School District #7 of any form of defense or immunity, whether based on sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the United States Constitution or otherwise. CONSULTANT, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

4.10. Tax Compliance Certification.

4.10.1. By signature on this Contract, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of the Consultant and that the Consultant is, to the best of the undersigned’s knowledge, not in violation of any Oregon Tax Laws.

4.10.2. For the purposes of this certification, “Oregon Tax Laws” means those taxes and programs listed in ORS 305.380(4), namely a state tax: imposed by ORS 401.792 to 401.816 and ORS chapters 118, 314, 316, 317, 318, 320, 321 and 323; the elderly rental assistance program under ORS 310.630 to 310.706; and local taxes administered by the Department of Revenue under ORS 305.620.

4.11. Severability. The Parties agree that if any term or provision of this Contract is declared by a court of competent jurisdiction to be

illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

4.12. Force Majeure. Neither party shall be held responsible for delay or default caused by fire, riot, acts of God, and war which is beyond such party's reasonable control. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under the Contract.

4.13. Waiver. The failure of the Owner to enforce any provision of this Contract shall not constitute a waiver by the Owner of that or any other provision.

4.14. Third Party Beneficiaries. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against the Owner or Consultant. Consultant's Services under this Contract shall be performed solely for the Owner's benefit, and no other entity or person shall have any claim against Consultant because of this Contract for the performance or nonperformance of Services hereunder.

4.15. Ownership of Work Product; Confidentiality.

4.15.1 Definitions. As used in this Section 4.15, and elsewhere in this Contract, the following terms have the meanings set forth below:

a. "Consultant Intellectual Property" means any intellectual property owned by Consultant and developed independently from this Contract.

b. "Third Party Intellectual Property" means any intellectual property owned by parties other than The Owner or Consultant.

c. "Work Product" means every invention, discovery, work of authorship, trade secret or other tangible or intangible item and all intellectual property rights therein, and all copies of plans, specifications, reports and other materials, that Consultant is required to deliver to the Owner under this Contract, whether completed, partially completed or in draft form.

4.15.2 Work Product. All Work Product created by Consultant pursuant to this Contract, including derivative works and compilations, and whether or not such Work Product is considered a "work made for hire" or an employment to invent, shall be the exclusive property of the Owner. The Owner and Consultant agree that such original works of authorship are "work made for hire" of which the Owner is the author within the meaning of the United States Copyright Act. If for any reason the original Work Product created pursuant to this Contract is not "work made for hire", Consultant hereby irrevocably assigns to the Owner any and all of its rights, title, and interest in all original Work Product created pursuant to this Contract, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon the Owner's reasonable request, Consultant shall execute such further documents and instruments necessary to fully vest such rights in the Owner. Consultant forever waives any and all rights relating to original Work Product created pursuant to this Contract, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of

authorship or rights of approval, restriction or limitation on use or subsequent modifications.

4.15.3 Consultant Intellectual Property. In the event that Work Product is Consultant Intellectual Property, Consultant hereby grants to the Owner an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use the Consultant Intellectual Property, including the right of the Owner to authorize contractors, consultants and others to use the Consultant Intellectual Property, for the purposes described in this Contract.

4.15.4 Third Party Works. In the event that Work Product is Third Party Intellectual Property, Consultant shall secure on the Owner's behalf and in the name of the Owner, an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use the Third Party Intellectual Property, including the right of the Owner to authorize contractors, consultants and others to use the Third Party Intellectual Property, for the purposes described in this Contract.

4.15.5 Consultant Intellectual Property-Derivative Work. In the event that Work Product created by Consultant under this Contract is a derivative work based on Consultant Intellectual Property, or is a compilation that includes Consultant Intellectual Property, Consultant hereby grants to the Owner an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use the pre-existing elements of the Consultant Intellectual Property employed in a Contract Work Product, including the right of the Owner to authorize contractors, consultants and others to use the pre-existing elements of the Consultant Intellectual Property employed in a Contract Work Product, for the purposes described in this Contract.

4.15.6 Third Party Works-Derivative Work. In the event that Work Product created by Consultant under this Contract is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Consultant shall secure on the Owner's behalf and in the name of the Owner an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use the pre-existing elements of the Third Party Intellectual Property employed in a Contract Work Product, including the right to authorize contractors, consultants and others to use the pre-existing elements of the Third Party Intellectual Property employed in a Contract Work Product, for the purposes described in this Contract.

4.15.7 Limited Owner Indemnity. To the extent permitted by the Oregon Constitution, Article XI, Section 7, and by the Oregon Tort Claims Act, ORS 30.260 through 30.397, the Consultant shall be indemnified, and held harmless by the Owner from liability arising out of re-use or alteration by the Owner, which was not specifically contemplated and agreed to by the Parties in this Contract or under separate contract.

4.15.8 Consultant Use of Work Product. Consultant, despite other conditions of this provision, shall have the right to utilize the Work Product on its brochures or other literature that it may utilize for its sales and, in addition, unless specifically otherwise exempted, the Consultant may use standard line drawings, specifications and calculations on other, unrelated projects.

4.15.9 Confidential Information. Consultant acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Contract, be exposed to or acquire information that is confidential to the Owner or the Owner's clients. Any and all information marked confidential, or identified as

confidential in a separate writing, that the Owner provides to Consultant or its employees or agents in the performance of this Contract shall be deemed to be confidential information of the Owner ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Consultant shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Consultant) publicly known; (b) is furnished by the Owner to others without restrictions similar to those imposed by this Contract; (c) is rightfully in Consultant's possession without the obligation of nondisclosure prior to the time of its disclosure under this Contract; (d) is obtained from a source other than the Owner without the obligation of confidentiality, (e) is disclosed with the written consent of the Owner, or; (f) is independently developed by employees or agents of Consultant who can be shown to have had no access to the Confidential Information.

4.15.10 Non-Disclosure. Consultant agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Consultant uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties, or use Confidential Information for any purposes whatsoever other than the provision of Services to the Owner under this Contract, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Consultant shall use its best efforts to assist the Owner in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Consultant shall advise the Owner immediately in the event Consultant learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and Consultant will at its expense cooperate with the Owner in seeking injunctive or other equitable relief in the name of the Owner or Consultant against any such person. Consultant agrees that, except as directed by the Owner, Consultant will not at any time during or after the term of this Contract disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Contract, and that upon termination of this Contract or at the Owner's request, Consultant will turn over to the Owner all documents, papers, and other matter in Consultant's possession that embody Confidential Information.

4.15.11 Injunctive Relief. Consultant acknowledges that breach of this Section 4.15, including disclosure of any Confidential Information, will give rise to irreparable injury to the Owner that is inadequately compensable in damages. Accordingly, the Owner may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Consultant acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of the Owner and are reasonable in scope and content.

4.15.12 Publicity. Consultant agrees that news releases and other publicity relating to the subject of this Contract will be made only with the prior written consent of the Owner.

4.15.13 Security. Consultant shall comply with all virus-protection, access control, back-up, password, and other security and

other information technology policies of the Owner when using, having access to, or creating systems for any of the Owner's computers, data, systems, personnel, or other information resources.

4.16. Termination.

4.16.1. Parties Right to Terminate for Convenience. This Contract may be terminated by written mutual consent of the Parties.

4.16.2. Owner's Right to Terminate for Convenience. Owner may, at its sole discretion, terminate this Contract by written notice to the Consultant specifying the termination date of the Contract.

4.16.3. Owner's Right to Terminate for Cause. Owner may terminate this Contract, in whole or in part, immediately upon notice to Consultant, or such later date as Owner may establish in such notice, upon the occurrence of any of the following events:

4.16.3.1. Owner lacks lawful funding or other expenditure authority at levels sufficient to allow Owner, in the exercise of its reasonable discretion, to pay for Consultant's Services;

4.16.3.2. Federal, state or local laws, regulations or guidelines are modified or interpreted in such a way that either the Services under this Contract are prohibited, or Owner is prohibited from paying for such Services from the planned funding source;

4.16.3.3. Consultant no longer holds any license or certificate that is required to perform the Services;

4.16.3.4. Consultant fails to provide the Services called for in Exhibit 1 within the times specified or allowed under this Contract, fails to perform any of the provisions of this Contract, or so fails to perform the Services as to endanger performance of this Contract in accordance with its terms, and after receipt of written notice from Owner, does not correct such failures in such time as Owner specifies (which shall not be less than 10 calendar days, except in the case of emergency).

4.16.4. Cessation of Services. Upon receiving a notice of termination, and except as otherwise directed in writing by the Owner, Consultant shall immediately cease all activities related to the Services or the Project.

4.16.5. Consultant's Right to Terminate for Cause.

4.16.5.1. Consultant may terminate this Contract if Owner fails to pay Consultant pursuant to this Contract, provided that Owner has failed to make such payment to Consultant within fifteen (15) calendar days after receiving written notice from Consultant of such failure to make payment.

4.16.5.2. Consultant may terminate this Contract, for reasons other than non-payment, if Owner commits any material breach or default of any covenant, warranty, obligation or agreement under this Contract, fails to perform under the Contract within the time specified, or so fails to perform as to endanger Consultant's performance under this Contract, and such breach, default or failure is not cured within 10 calendar days after delivery of Consultant's notice, or such longer period as Consultant may specify in such notice.

4.16.6. Delivery of Work Product/Retained Remedies of Owner. As directed by the Owner, Consultant shall upon termination, deliver to the Owner all then existing Work Product and other property that, if the Contract had been completed, would be required to be furnished to the Owner. By Consultant's signature on this Contract, Consultant allows Owner to use said Work Product and other property for Owner's intended use. The rights and remedies of the Owner provided in this Section 4.16 - Termination related to defaults by the Consultant shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

4.16.7. Payment upon Termination

4.16.7.1. In the event of termination pursuant to Sections 4.16.1, 4.16.2, 4.16.3.1, 4.16.3.2 or 4.16.5, Consultant's sole remedy shall be a claim for the sum designated for accomplishing the Services multiplied by the percentage of Services completed and accepted by Owner plus Consultant's reasonable Contract close-out costs, less previous amounts paid and any claim(s) which Owner has against Consultant, except in the event of a termination under 4.16.3.1 where no payment will be due and payable for Services performed or costs incurred after the last day of the current biennium, consistent with Section 4.3. Within 30 days after termination, Consultant shall submit an itemized invoice for all un-reimbursed Contract Services completed before termination and all Contract close-out costs actually incurred by Consultant. Owner shall not be obligated to pay for any such costs invoiced to and received by the Owner later than 30 days after termination. If previous amounts paid to Consultant exceed the amount due to Consultant under this subsection, Consultant shall pay any excess to Owner upon demand.

4.16.7.2. In the event of termination pursuant to section 4.16.3.3 or 4.16.3.4, Owner shall have any remedy available to it in law or equity including but not limited to (a) reducing or withholding payment; (b) requiring Contractor to perform, at the Contractor's expense, additional work necessary to perform the identified scope of work or meet the established performance standards; and (c) declaring a default, terminating the public contract and seeking damages and other relief available under the terms of the public contract or other applicable law. Such remedies may be pursued separately, collectively and/or in any order whatsoever. If it is determined for any reason that Consultant was not in default under section 4.16.3.3 or 4.16.3.4, the rights and obligations of the Parties shall be the same as if the Contract was terminated pursuant to Section 4.16.2.

4.17. Foreign Consultant. If Consultant is not domiciled in or registered to do business in the State of Oregon, Consultant shall promptly provide to the Oregon Department of Revenue and the Secretary of State's Corporation Division all information required by those agencies relative to this Contract. Consultant shall demonstrate its legal capacity to perform the Services under this Contract in the State of Oregon prior to entering into this Contract.

4.18. Notice. Except as otherwise expressly provided in this Contract, any notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to Consultant or Owner at the address or number set forth on Exhibit 1 to this Contract, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section 4.18. Any notice so addressed and mailed shall be deemed to be given five (5) calendar days after the date of mailing. Any notice delivered by facsimile shall be deemed to be given when the transmitting machine generates a receipt of the transmission. To be effective against

Owner, any facsimile communication or notice must be confirmed by telephone notice to Owner's Representative for the Project as indicated in Exhibit 1 to this Contract, and shall not be deemed to be given until such confirmation is completed. Any notice by personal delivery shall be deemed to be given when actually delivered. Regular, day-to-day communications between the Parties may be transmitted through one of the methods set forth above, in person, by telephone, by e-mail, or by other similar electronic transmission.

4.19. Media Contacts; Confidentiality. Consultant shall provide no news release, press release, or any other statement to a member of the news media regarding this Project, without the Owner's prior written authorization.

4.20. Conflict of Interest. Except with Owner's prior written consent, Consultant shall not engage in any activity, or accept any employment, interest or contribution that would, or would reasonably appear, to compromise Consultant's professional judgment with respect to this Project, including, without limitation, concurrent employment on any project in direct competition with the Project.

4.21. Overtime. The Consultant agrees that employees shall be paid at least time and one half for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C 201 to 209 from receiving overtime.

4.22. Hours of Work Notice Requirements. The Consultant shall give notice in writing to employees who work on a contract for services, either at the time of hire or before commencement of work on the 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.

REYNOLDS SCHOOL DISTRICT #7

WAIVER OF LIABILITY AND HOLD HARMLESS ADDENDUM FOR COVID-19

This WAIVER OF LIABILITY AND HOLD HARMLESS ADDENDUM (herein referred to as the “Addendum”) amends the terms of the Agreement between Contractor and the Reynolds School District #7. All terms of the Agreement are incorporated herein by this reference.

The novel coronavirus (“COVID-19”), has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies have provided orders, regulations, and guidance regarding COVID-19.

COVID-19 Liability. Contractor understands the hazards of COVID-19 and is familiar with the Centers for Disease Control Prevention (“CDC”) guidelines and federal, state, and local orders regarding COVID-19. Contractor acknowledges that it understands the circumstances regarding COVID-19 and will take all necessary precautions as provided by the CDC and federal, state, and local governments. Contractor shall indemnify, defend, and hold harmless Reynolds School District #7 from and against any and all claims, demands, lawsuits, judgments, losses, or expenses of any nature arising out of Contractor’s failure to follow the CDC, federal, state, or local orders or guidance regarding COVID-19 and that leads to, directly or indirectly, the infection of COVID-19 or any other illness or injury related to COVID-19.

COVID-19 Termination. Reynolds School District #7 may terminate this Agreement immediately and without notice if it is found that Contractor has failed to follow any regulations, orders, or guidance as provided by the CDC and federal, state, and local governments.

Force Majeure. Neither Reynolds School District #7 nor Contractor shall be responsible for delay, default, or termination of contract caused by any contingency beyond their control, including, but not limited to: war or insurrection (whether declared or not); plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including, but not limited to quarantine or other restrictions as directed by state or federal government; compliance with any law or governmental order, rule, regulation or direction; strikes or lockouts by the Parties’ own employees; walkouts by the Parties’ own employees; fires; natural calamities; riots; or requirements of governmental agencies.

Proof of Vaccination. As of October 18, 2021, Contractors, Partners and Volunteers, who are age 16 and older, and have direct or indirect contact with students, must submit proof of vaccination or documentation of a medical or religious exception prior to working with students. Contractor or Partner attests that any of its employees or agents who are assigned to provide services under the terms of this Agreement has provided Contractor or Partner with either proof of vaccination showing they are fully vaccinated, or documentation of a medical or religious exception. “Proof of vaccination” means documentation provided by a tribal, federal, state or local government, or a health care provider, that includes an individual’s name, date of birth, type of COVID-19 vaccination given, date or dates given, depending on whether it is a one-dose or two-dose vaccine, and the name/location of the health care provider or site where the vaccine was administered. Documentation may include but is not limited to a COVID-19 vaccination record card or a copy or digital picture of the vaccination record card, or a print-out from the Oregon Health Authority’s immunization registry. Given that medical and religious exceptions for contractors and volunteers constitute an undue hardship to the District, in most cases unvaccinated contractors and volunteers may not continue to provide services to the District even with these exceptions.

(Sign on following page)

REYNOLDS SCHOOL DISTRICT #7

WAIVER OF LIABILITY AND HOLD HARMLESS ADDENDUM FOR COVID-19

Reynolds School District #7

Contractor

Signature of Superintendent or Authorized Signer

Signature of Contractor

Printed Name

Contractor Name

Title

Contractor Title

Date Signed

Date Signed