



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

**REYNOLDS SCHOOL DISTRICT #7**  
**REQUEST FOR PROPOSAL**  
**WEBSITE HOSTING AND DESIGN SOLUTION**

RELEASE DATE: March 7, 2017

**PROPOSALS DUE:**  
**ON OR BEFORE 3:00 PM (PST), April 7, 2017**  
**LATE PROPOSALS WILL NOT BE ACCEPTED**

**SUBMIT ELECTRONIC PROPOSALS IN PDF FORMAT TO:**

[awatson@rsd7.net](mailto:awatson@rsd7.net)

**OR DELIVER WRITTEN PROPOSALS TO:**

Reynolds School District (RSD) Administration Office  
16/17 RFP: Website Hosting and Design Solution  
Andrea Watson  
Communications Director  
1204 NE 201<sup>st</sup> Avenue  
Fairview, Oregon 97024

Proposals will be time-stamped upon receipt.

**REFER QUESTIONS IN WRITING TO:**

Andrea Watson  
Communications Director  
Email: [awatson@rsd7.net](mailto:awatson@rsd7.net)

**REQUEST FOR PROPOSAL  
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## **1. SCOPE OF WORK**

Reynolds School District (RSD) is requesting proposals for website design and website hosting services. The web design products will be considered property of the district. This vendor selection would be to launch new web designs in the 2017-18 school year with the option to renew the service contract renewal for a minimum of five and maximum of ten years.

This document constitutes an invitation for competitive proposals. This RFP may result in the award of a Purchase Agreement, for the purchase of items which are in accordance with the Scope of Work.

### **1.1 General Overview and Background**

This RFP contains instructions for submitting a bid, the procedures and criteria by which a contractor will be selected and the contractual terms by which the District proposes to govern the relationship between it and the selected contractor.

The District appreciates your consideration of this RFP 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.

### **1.2 District Information**

Information about the District can be obtained on the web at <https://www.reynolds.k12.or.us/>

## **2. PROPOSAL PROCESS**

### **2.1 General**

Interested Proposers can obtain this RFP from the District's website: <https://www.reynolds.k12.or.us/rfps>

Proposers are cautioned to include detailed information in their response regarding their capabilities and experience in providing the requested services in this solicitation. However, vendors should limit the promotional materials submitted.

At a minimum, each proposal must contain the following items:

1. 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 management plan to collaborate with District staff for the planning, scheduling and successful installation of website design and website hosting services as detailed in this solicitation. Your plan should address, at a minimum, terms and conditions of providing such services.

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.

## 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 also issued to all prospective proposers.

Prospective proposers may request or suggest any change to the RFP by submitting a written request. The request shall 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 its 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 shall 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 the redactions shall 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. The District will not be liable in any manner for expenses incurred by the vendor(s) in response to this RFP. 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.

- b. **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 the bound proposal.
- c. **Identification:** Proposals must clearly indicate the RFP number, the CFO's name, proposal due date and time, as well as the Proposer's name, address and email address.
- d. **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 must be used to submit pricing and compute the total RFP amount.

- e. **Cost of Proposal:** The District will not pay any costs incurred in responding to this RFP.
- f. **Return electronic proposals in PDF format to:**  
awatson@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: WEBSITE HOSTING**"

**OR deliver written proposals to:**

Reynolds School District (RSD) Administration Office  
16/17 RFP: Website Hosting and Design Solution  
Andrea Watson  
Communications Director  
1204 NE 201<sup>st</sup> Avenue  
Fairview, Oregon 97024

Mailed or delivered proposals must be completely sealed and marked on the outside as "**PROPOSAL RESPONDING TO RFP: WEBSITE HOSTING.**" A minimum of 11 point font must be used for written proposals.

- g. **Proposal Due Date:** On or before April 7, 2017, 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.
- h. **Proposer's responsibilities:** Contractor shall examine and understand this entire document and seek clarification from the CFO/COO, if required. Negligence in preparing a Proposal does not give a right of withdrawal after Proposal opening.

Become familiar with and abide by current federal laws, state and local statues, regulations and ordinances that could impact pricing or performance.

- i. **Obligation to Award:** The issuance of this RFP, and the receipt and evaluation of proposals does not obligate the School District to award a contract. The School District may cancel this procurement without liability at any time prior to the School District's execution of a contract.
- j. **Inquiries:** All inquiries related to this RFP shall be directed in writing to Andrea Watson, Communications Director:

[awatson@rsd7.net](mailto:awatson@rsd7.net)

Vendors 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 determining award of RFP. Proposers may be required to produce acceptable personal, business, and credit references and completed examples of previous work of a similar nature.

Vendor 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 six (6) principal factors:

1. Cost (initial or life cycle)
2. Quality of design (aesthetics)
3. Quality of the function of the sample sites
4. Security of hosting environment
5. Proximity to RSD (local Vendor/Contractor)
6. Quality of performance of previous contracts or services with a government agency.

RSD 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 which best fulfills the requirements and is the best value to RSD. Evaluation of the proposals is expected to be completed within twenty (20) working days after their receipt. Evaluation of offers may include an on-site presentation at the district offices in Fairview, Oregon. Bidders will be

notified of qualification and given at least 5 working days notice for the presentation phase, if needed. After evaluation by the team, the team will recommend that the top-ranked proposer be invited to work with the District and that negotiations progress to finalize the contract. 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.

The District reserves the right to waive informalities or to reject any and all proposals.

### 3. SCHEDULE OF EVENTS

#### 3.1 Milestones

Projected significant milestones for this procurement are as follows:

<b>Date</b>	<b>Time (PST)</b>	<b>Description</b>
March 7, 2017	11:00 AM	RFP Release Date
March 20, 2017	3:00 PM	Deadline for Questions from Proposers (Submit written questions via email: <a href="mailto:awatson@rsd7.net">awatson@rsd7.net</a> )
March 22, 2017	5:00 PM	District Responses to Questions
April 7, 2017	3:00 PM	RFP Due Date

Award of contract is subject to the District's and Respondent's ability to agree on contract terms in a timely manner.

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 shall be offers that are irrevocable for a period of (90) calendar days after the time and date proposals are due. Proposals shall 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 shall comply with requirements of OAR 137-047 and must deliver a written protest to:

Reynolds School District (RSD) Administration Office  
16/17 RFP: Website Hosting and Design Solution  
Andrea Watson  
Communications Director  
1204 NE 201<sup>st</sup> Avenue  
Fairview, Oregon 97024

For protests related to the procurement process or the solicitation document, content of the protest must include a written statement of the desired changes or the Solicitation Document that the prospective Proposer believes will remedy the conditions upon which the prospective Offeror based its protest per OAR 137-047-0730. 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 Contract Award, the Proposer's written protest shall specify the grounds for the protest per OAR 137-047-0740, including the specific citation of law, rule, or regulation upon which the protest is based. 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.

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 (10) 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 as soon as possible, and in no event later than (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.

The District may decline to review a late protest.

#### **4. SPECIFICATION AND TECHNICAL REQUIREMENTS**

1. Clean Source Code Using Drupal Open platform CMS.
2. CSS-based design.
3. HTML form styles and html capabilities for adding/formatting content.
4. Design should include horizontal or vertical menus of at least 2 levels.
5. Must use universal fonts.
6. Must comply with ADA website-accessibility laws for education/governmental entities.
7. Pages must render completely in the latest version of Internet Explorer, Edge, Firefox, Chrome, and Safari.
8. Design solution must be capable of incorporating photographs and videos.
9. The design solution will include these unique templates for microsites within the first 30 months of vendor selection: 1) two templates for elementary schools/departmental use; 2) one template for middle schools; 3) one template for large comprehensive high school; 4) one template for District administration/departmental use; 5) one template for staff intranet; 6) one template for special projects (Bond); and 7) one template for alternative Language Sites (Spanish, etc.);
10. Design process: The vendor will create three professional grade web presence designs per template. One will be selected for each template and will include up to two revisions before implementation would be paid at the hourly rate. Revisions requested after implementation will be paid at hourly design and build rates. Additional templates will be paid at hourly design and build rates.
11. Microsite: The new websites would include: Eleven (11) elementary schools, Three (3) middle schools, One (1) comprehensive high school, One (1) alternative high school, One (1) special needs school/program, One (1) special project bond, one (1) Spanish (alternative language) site; and one (1) district with several departments. Due to the scope/size of the departments we would like the larger departments (up to three) to have option of using district or a school template.
12. Integration Calendars: The website solution must have ability to integrate calendar with Tandem and/or School Dude products.
13. Integration Social media: The website solution must have the ability to refer to the branded social media sites (Facebook, twitter, instagram). Integration between social media and the web may be considered as a design solution, so please include details and recommendations in your proposal.
14. The intranet site will include login/authentication compatible with LDAP and will not require creating normal (non-admin) staff user accounts ahead of time. All other logins (such as to make changes to content) will also use LDAP authentication.

15. Initial training on how to use the new web designs, with up to 5 on site sessions for basic use and 2 on-site or virtual trainings for intermediate/advanced users and should be included in the quoted pricing.
16. In subsequent years, an annual training program with up to 3 on-site sessions for basic use and 1 one-site or virtual training for intermediate/advanced users would be requested. Please include hourly rates and estimated time to conduct this level of training. Additional training would be paid at the web training rate.
17. Servers and data centers used to host the websites must use industry best practices for security and your existing hosted websites must have had a minimum of 99.9% uptime over the last 12 months. We expect a minimum of 99.9% uptime for our websites and that they maintain availability and responsiveness during large spikes in traffic.
18. Proposals must include rates for each component:
  - a. Bid costs for designs and revisions as outlined in items 9, 10 and 11 the training outlined in item 15.
  - b. Hourly Web Design Rate.
  - c. Hourly Web Build/programming rate.
  - d. Hourly Web Training rate. Address Training in item 16 as well as additional training requests.
  - e. Website Hosting Rates.
  - f. Website hosting security and technical details.
  - g. Description of the Support services offered, staff providing support, and response times your firm currently delivers.
  - h. Describe the physical, procedural, and virtual safe guards you have in place to ensure the website and hosted data against corruption, loss, theft, vandalism, and unplanned outages.
  - i. Recommendations for integrating social media sites of our brand.
  - j. URLs that serve as samples of your work.
  - k. References and contact information for at least three (3) clients.
  - l. Method of setting renewal costs on annual basis in years 2-10. Currently using CPI for the Portland Oregon Metropolitan Area.

## 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 issued seventy-two (72) hours or more before the scheduled closing time for filing proposals, Saturday, Sunday and legal holidays not included, shall be binding upon the proposer. The District shall supply copies of such addenda on the District Web Site and to all Proposers, but failure of the Proposer to receive or obtain such addenda shall not excuse the Proposer from compliance therewith if awarded the Purchase Agreement.
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 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. Once District staff has selected the vendor that can best meet the District's needs, based on the evaluation factors, the District will negotiate the specific District system requirements with the selected vendor, using the vendor's proposal to determine the cost of the system components 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 system 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, but with the addition of specific information pertaining to the agreed-upon system to be provided for the District. The successful proposer is expected to execute this 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 five (5) 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 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.
- 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, 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 is 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.
19. **LICENSING:** Vendor must be 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.



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

**RFP FORM PAGE 1**  
**CERTIFICATION and CONTRACT OFFER**  
**16/17 RFP: Website Hosting and Design Solution**

The undersigned proposer submits this proposal in response to the Reynolds School District's Request for Proposals (RFP) dated March 7, 2017, 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 the Reynolds School District, agrees 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. \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ 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**

**16/17 RFP: Website Hosting and Design Solution**

<b>Total Price</b> _____
<b>Website Design Bid</b> _____
<b>Hourly Web Design Rate</b> _____
<b>Hourly Web Build Programming Rate</b> _____
<b>Hourly Web Training Rate</b> _____
<b>Website Hosting</b> _____
<b>Renewal method (annual extension)</b> _____
<b>Additional Fees, if any</b> _____

**Proposer Signature:**

\_\_\_\_\_  
Signature Title

\_\_\_\_\_  
Company Date

\_\_\_\_\_  
Street Address City/State/Zip

\_\_\_\_\_  
Phone Fax

\_\_\_\_\_  
Email address

Oregon State Unified Business Identifier Number (UBI) \_\_\_\_\_

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**

**16/17 RFP: Website Hosting and Design Solution**

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
16/17 RFP: Website Hosting and Design Solution

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 \_\_\_\_\_, 2017.

Notary Public

My Commission Expires

**SAMPLE REYNOLDS SCHOOL DISTRICT #7  
PERSONAL/PROFESSIONAL SERVICES AGREEMENT**

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

**WITNESSETH:**

- 1. The contractor shall provide RSD with the following information:
  - a. Full Name .....
  - b. Mailing Address .....
  - c. Telephone Number .....
  - d. Federal Tax ID No. .... or Social Security No.: .....
  - e. Business Designation (check one):  Individual  Sole proprietorship  Partnership  Corporation  
Other

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

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

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

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

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

*Use additional sheet if needed.*

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

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

a. The entire, agreed-upon compensation for the services to be performed under this contract is \$ \_\_\_\_\_, to be paid according to the following schedule of payments ..... *Use additional sheets if needed.*

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

If it appears during the course of this contract that the actual compensation will exceed the estimated amount, the

contractor shall notify the RSD Fiscal Department in writing. No payment in excess of the total estimated compensation shall be paid unless the Contractor has notified the Fiscal Office of the increase in time required to complete the services, and received approval of Fiscal Office to perform services up to the newly approved contract time.

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

*(Check all that apply)*

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

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

5. If total compensation is in excess of \$150,000, as stated in Section 4a above, or the estimated charges based upon the rate charge and anticipated time involved as stated in Section 4b above exceed \$150,000, this contract shall not be binding upon RSD until approved by the RSD Board of Directors. If compensation is to be paid as stated in Section 4b, and it appears that the total payments under this Agreement shall exceed \$150,000, Contractor shall notify the RSD Chief Financial Officer. The CFO shall present this Agreement to the RSD Board of Directors for approval of compensation in excess of \$150,000. No compensation shall be due or payable to Contractor in excess of \$150,000 (in the aggregate) unless the RSD Board of Directors approves this Agreement.
6. Unless Contractor is a sole proprietorship, prior to performing any labor for this Contract, Contractor shall file with RSD Chief Financial Officer a certificate of insurance evidencing that the persons performing services under this Contract are covered by the Contractor's statutory worker's compensation insurance. Contractor shall maintain such coverage during the term of this Contract.
7. Contractor is being employed as an independent contractor to provide the services stated in Section 2 above. The compensation paid to Contractor shall be for all materials, supplies, and labor required, necessary or convenient for Contractor to provide services to RSD. Contractor shall be responsible for, and shall indemnify and hold RSD harmless from any governmental assessments resulting from Contractor's services or compensation, including but not limited to income tax, social security, worker's compensation, or employment insurance. RSD shall not have the right to direct or control the manner of Contractor's performance. RSD expressly disclaims any acts by its employees who attempt to direct or control Contractor's manner of performance; Contractor shall notify RSD Chief Financial Officer should any RSD employee make an attempt to exercise direction or control over Contractor.
8. Contractor covenants and warrants to RSD that Contractor is an independent business, has performed such services for others in the past or is now performing such services for others, and is skilled and duly qualified to provide the services required under this Agreement.
9. This provision is required by statute. In addition to applicable federal and state laws, ORS 279B.220 requires that Contractor shall:
  - a. Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract.
  - b. Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract.
  - c. Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
  - d. Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

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

10. Payment for Medical Care: This provision is required by statute. As required by ORS 279B.230 and to the extent any of Contractor's employees are covered by Oregon employment laws, Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of Contractor, of all sums that Contractor agrees to pay for such services and all moneys and sums that Contractor collected or deducted from the wages of employees under any law, contract, or agreement for the purpose of providing or paying for such service.
11. Non-Appropriation; Adequate Funding: RSD is prohibited from contracting for services for which it has not received appropriated funds. If payment for work under this Contract extends into RSD's next fiscal year, RSD's obligation to pay for such work shall be subject to approval of future Board of Education ("Board") appropriations to fund this Contract. Moreover, continuation of this Contract at specified levels is specifically conditioned on adequate funding under the RSD's budget adopted in June of each year. RSD reserves the right to adjust the level of services provided for in this Contract in accordance with funding levels adopted by the Board. In the event that the RSD is not adequately funded or funds are cut back, the RSD reserves the right to cancel all, or part of this contract.
12. Contractor shall indemnify, defend, and hold RSD harmless from any claims, actions, demands, losses, or costs (including attorney fees) arising out of or resulting from any act or omission by Contractor.
13. Contractor warrants to RSD that it/he/she has general liability insurance coverage in excess of \$2,000,000 per person, \$3,000,000 per occurrence, and \$50,000 property damage, and that Contractor shall maintain such insurance during the term of this agreement or for such longer time as RSD may request at the time of execution hereof.

*Initial if applicable.* Contractor warrants to RSD that it/he/she has professional malpractice insurance coverage for any errors or omissions by Contractor for the type of services being performed under this Agreement, with limits not less than \$1,000,000 per occurrence.

*Initial if applicable.* Motor Vehicle Liability. If Contractor is providing services that require Contractor to transport RSD personnel, students, or property, then in addition to any legally required insurance coverage, Contractor shall maintain motor vehicle liability insurance of at least \$1,000,000 for each claim, incident, or occurrence.

Certificate of Insurance. Upon RSD request, Contractor shall furnish to RSD a current certificate of insurance for each of the above coverage's within 48 hours of RSD request. Each certificate must state the relevant deductible or retention level. For general liability coverage, the certificate must state that RSD, its agents, officers, and employees are additional insured's with respect to Contractor's services provided under this Contract. The certificate must specify an additional insured endorsement, and Contractor shall attach a copy of the endorsement to the certificate. If requested by RSD, Contractor shall also provide complete copies of insurance policies to RSD.
14. Contractor acknowledges that RSD is a public entity, and that persons or entities contracting with public entities are subject to certain state or federal law, rules, or regulations. To the extent any state or federal law, rule, or regulation is applicable to this Agreement, it is hereby incorporated by reference as if stated herein. It shall be Contractor's responsibility to become acquainted with the applicable laws, rules, and regulations, and Contractor shall indemnify and defend RSD in the event Contractor fails to comply with any applicable state or federal law, rule or regulation.
15. Subcontracts and Assignment. Contractor shall not subcontract, assign, delegate, or transfer any of its duties, rights, or interests under this Contract without the prior written consent of RSD. RSD may withhold such consent for any or no reason. If RSD consents to an assignment or subcontract, then in addition to any other provisions of this Contract, Contractor shall require any permitted subcontractor to be bound by all the terms and conditions of this Contract that would otherwise bind Contractor. The parties agree that any such subcontracts shall be construed as matters solely between the Contractor and its subcontractor and shall have no binding effect on RSD.
16. Successors in Interest. This Contract shall bind and inure to the benefit of the parties, their successors, and approved assigns, if any.
17. No Third Party Beneficiaries. RSD and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract provides any benefit or right, directly or indirectly, to third

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

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

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

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

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

**Reynolds School District #7**

**Contractor**

\_\_\_\_\_  
Rachel Hopper  
Chief Operating Officer

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date Signed

Certificate of Insurance Provided

**Review required for final authorization**

.....  
Program Director

.....  
Date Signed

.....  
Site Manager

.....  
Date Signed

Account Code for applicable charges ..... required for revenue, expense and pass thru funds.

Board approval required if estimated charges exceed \$150,000

Board Approval Date .....

Background check completed – required if in direct contact with students