

**Request for Proposal**  
**RFP # 2022 E-Rate RSD7 Cat 6 Station Cable – Fiber – Wireless APs**

ISSUE DATE: January 5, 2022  
QUESTION DEADLINE: January 21, 2022  
Mandatory Walk-through: January 18, 2022  
**CLOSING DATE: February 3, 2022**  
**CLOSING TIME: 2:00 PM, Pacific Time**

**Request for Proposal**  
**RFP # 2022 E-Rate RSD7 Cat 6 Station Cable – Fiber - Wireless APs**

**A. NOTICE OF REQUEST FOR PROPOSAL (RFP)**

The Reynolds School District 7 (RSD7) is inviting proposals from qualified individuals, firms, partnerships, corporations, associations, or professional organizations (bidders) for proposals and quotes to:

1. Supply and install Category 6 cabling in 4 of our school buildings
2. Supply and install single mode fiber cabling in 3 of our school buildings
3. Supply Wireless Access Points

Partial RFP bid responses will be accepted. Bidders may respond to any number of the above proposals.

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

**B. PROPOSAL SUBMITTAL**

**All responses must be received by 2:00 pm, February 3, 2022**

All proposals shall be firm offers subject to acceptance by RSD7 and may not be withdrawn for a period of 90 calendar days following the last day to submit bids.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

It is the sole responsibility of the person submitting the proposal to ensure that it is delivered on time. Any proposal submitted after the deadline will not receive consideration.

To submit a response to this request please email one (1) electronic copy to **Lauren Tonn, Procurement, Contracts and Accounting Specialist via e-mail address [procurement@rsd7.net](mailto:procurement@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 # 2022 E-Rate RSD7” and the portion of the RFP for which the response is addressing: Cat 6 Station Cable, Fiber, and/or Wireless APs**

The proposals will be opened publicly by electronic means as allowed by the law.

RSD7 shall not be responsible for, nor accept as a valid excuse a late proposal delivery, any delay in email service.

**FOR YOUR CONVENIENCE:**

An electronic copy of this RFP can be accessed via Reynolds School District website.

URL: <https://www.reynolds.k12.or.us/rfps>

### **C. QUESTIONS, POSSIBLE ADDENDUMS AND WITHDRAWAL OF PROPOSALS**

For questions or comments regarding this RFP process or the RFP documents, please submit your questions or comments in writing. You may submit requests for information and/or clarification in writing until 2:00 pm January 21, 2022. Questions must be sent to Lauren Tonn, Procurement, Contracts and Accounting Specialist via e-mail address [procurement@rsd7.net](mailto:procurement@rsd7.net). RSD7 shall not be obligated to answer any questions received after the above-specified deadline or any questions submitted in a manner other than as instructed above.

RSD7 will respond in writing to all questions. All answers will be provided as a numbered questions and answer document, for example, RFP Q&A #1 and posted at <https://www.reynolds.k12.or.us/rfps>

If it becomes necessary for RSD7 to revise any part of this RFP, or to provide clarification or additional information after the documents are released, updates will be posted at <https://www.reynolds.k12.or.us/rfps>

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

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

To withdraw your proposal, contact Lauren Tonn, Procurement, Contracts and Accounting Specialist via e-mail address [procurement@rsd7.net](mailto:procurement@rsd7.net).

## D. GENERAL INSTRUCTIONS

1. **Scope of Contract.** To replace some of our existing category 5 station cabling with category 6 cabling, to install and extend single mode fiber to new MDF or IDF locations, and/or provide Wireless Access Points.

### A. Station Cabling Instructions

1. Vendor must provide new cabling and installation equivalent in functionality and performance and in the quantity requested in the specifications below.
2. Vendor must provide, install, terminate, and test green Category 6 cable between patch panels in telecom rooms to the network jacks in locations specified at the specified schools.
3. All work not found in conformance with the intent of the proposal shall be repaired promptly at no additional charge to RSD7.

#### a. Station Cabling Specifications

- i. Existing Cat5/Cat5e network cabling will be decommissioned and removed
- ii. New plenum rated green category 6 cable will be installed to all network jack locations from the corresponding telecom room in the specified schools.
- iii. All Category 6 cable will be green and a minimum of 24 AWG.
- iv. Vendor will provide green RJ45 wall jacks that fit into existing Panduit wall plates where plates exist, provide new wall plates where they do not already exist, and rack mounted modular patch panels in locations where existing patch panels are full.
- v. Vendor will provide Panduit modular 24-port or 48-port patch panels or equivalent compatible when there are not enough existing patch panels to terminate the new cables.
- vi. Vendor will provide 6", 1', or 5' as length needed, green Cat6 patch cables to be used between each new data port and the network switches
- vii. All wall plates and patch panels will be labeled according to our existing labeling scheme.
- viii. All equipment must be in new condition. No refurbished or used equipment will be accepted.
- ix. All Category 6 cable paths shall be tested at each jack for the following parameters and meet the requirements imposed by the ANSI/TIA/EIA 568-C building wiring and the manufacturer's written specification
- x. The following types of conduit are approved for interior uses:
- xi. Rigid galvanized conduit, zinc coated and manufactured in accordance with UL-6
- xii. Intermediate Metal Conduit (IMC), zinc coated galvanized steel to comply with UL-1242, Type J and ANSI Standards
- xiii. Electrical Metallic Tubing (EMT), zinc-coated steel to comply with UL-797

- xiv. Liquid tight flexible metal conduit, zinc steel core with smooth gray abrasion resistant, liquid tight, polyvinyl chloride covering (with integral ground wire wound in steel core), to comply with UL360
- xv. Flexible metal conduit (if approved, see below), to comply with UL360
- xvi. The vendor will install quantity shown below Category 6 cables at each of the following schools:
  - Glenfair ES – 1 relocated MDF, 200 new cable runs
  - Hartley ES – 1 relocated IDF, 150 new cable runs
  - Margaret Scott ES – 1 relocated MDF, 250 new cable runs
  - Reynolds MS – 1 IDF Relocation, 20 new cable runs

## **B. Fiber Installation Instructions**

1. Three MDF/IDF fiber locations are being moved to a new location within the building.
2. Existing 12 strand single mode fiber cabling should be extended to the new MDF/IDF locations within the school building. This will require splicing into existing fiber terminations and installation of new fiber cable to extend the fiber optic cabling to the new location.

### **a. Fiber Specifications**

- i. All fiber will be at least 12-strand OS1.
- ii. All fiber runs will include two breakout panels (one at each end).
- iii. All breakout panels will be compatible with existing BEJED FDUs.
- iv. All connectors will be LC type.
- v. All field terminated intra-building fiber cables shall be installed within 1" orange inner duct and/or utilize armored fiber optic cable. Fiber shall be tight buffer and jacket ratings shall be suitable for application.
- vi. All fiber strands shall be tested using OTDR equipment to a maximum loss of 1.0 dB/km on 1310 and 1550 nm. Any strands failing tests should be repaired or replaced at no additional cost. Testing results should be made available to RSD7 at the time of job completion.
- vii. All equipment must be in new condition. No refurbished or used equipment will be accepted.

- viii. Fiber shall be tight buffer and jacket ratings shall be suitable for application. The fiber will meet the specifications listed in ANSI/TIA-568-C.3 and the transmission performance parameters listed in Table 1.
- ix. Any factory assembled fiber trunk assemblies used shall be terminated with MPO type connectors. MPO shall plug directly into factory assembled fiber cassettes that present a duplex “LC” connector
- x. In all cases, fiber will be certified to perform at or better than the values listed in Table 1 (below).

Optical fiber cable type	Wavelength (nm)	Maximum attenuation (dB/km)
Single mode	1310	1.0
Single mode	1550	1.0

**Table 1 - Fiber Optic Performance**

- xi. Equally important is the pathway specified. When need arises to replace medium of any type the better the pathway the easier the replacement. Specifying a multi-channel pathway by means of innerduct, cell type material, or tubes facilitating blown fiber is highly recommended and should be included to allow for installation of new media without having to remove the existing media wherein at possible.
- xii. The following schools will be included in this work:

Glenfair E.S.	Extend 24 strands SMF to new MDF location – Install new 12 strand SMF to Library
Margaret Scott E.S.	Extend 12 strands SMF to new MDF location
Reynolds M.S.	Extend 12 strands SMF to new IDF location

### **C. Wireless APs Instructions**

1. Replace 670 existing End-of-life Ruckus R500 Wireless Access Points. Quotes should not include installation or configuration services. Installation and configuration to be performed by Reynolds staff and delivered to the Technology Services office.
2. Vendor must provide Wireless Access Points equivalent in functionality and performance and in the quantity requested below.

#### **a. Wireless APs Specifications**

- i. Ruckus R560 indoor wireless access point or equivalent
- ii. All equipment must be in new condition. No refurbished or used equipment will be accepted
- iii. Each wireless access point should be compatible with existing Ruckus Virtual Smart Zone Essentials wireless controllers for remote configuration management
- iv. Each wireless access point should support 2.4Ghz, 5Ghz, and 6Ghz Wi-Fi 6e 802.11ax-2021 IEEE standard
- v. Each Wireless Access Point must support 1000mbps, 2.5Gbps or more copper Ethernet uplink port(s)
- vi. Each Wireless Access Point must support POE+ or greater for powering the wireless access point
- vii. Equipment pricing must include appropriate licenses to use all enterprise functions and features, including but not limited to, support for 5 years
- viii. Manufacturer provided lifetime hardware warranty

**b. Quantity**

- i. The following quantiles will be needed (note delivery will be to district central office and will be installed by district staff: **670 Wireless Access Points, support and enterprise feature licenses.**

**1.2 Warranties** All warranties by Vendor and manufacturer on both products and labor must be specified in the proposal. The Vendor's warranties shall commence with acceptance of/or payment for the work in full. Minimum acceptable warranty on hardware, parts, and labor is 5 years except for Wireless Access Points, which is lifetime.

**1.3 Service.** The Vendor must provide terms of service should repair become necessary and the work and materials needed that are not covered under warranty.

**1.4 Vendor Site Visit. Station Cabling and Fiber** Vendors are required to attend a mandatory walk-through tour and Q&A session to be conducted on the date and time listed below.

**IMPORTANT NOTICE:** Station Cabling and Fiber RFP Bidders Must Attend a Mandatory Walk-through Tour: January 18, 2022; 9:30 AM to 4:30 PM. Participation in a walk-through tour is required in order to be eligible to submit a Proposal to this RFP. Participants can be assured that social distancing and mask mandates will be adhered to during this walkthrough in accordance with ODE/OHA guidelines.

**2.0 Evaluation Methodology**

Vendor is expected to be thoroughly familiar with any rules or regulations required for the E-rate program. Each proposal will be evaluated based on criteria and priorities as defined by RSD7, who will choose the submission that, taken as a whole, and in RSD7's sole opinion, is in the best interest of the organization. Proposals should address the evaluation criteria itemized below.

The evaluation criteria include, but are not necessarily limited to, the following:

- Price for all parts, labor, design, project management, programming, and shipping and handling.
- The proposal's alignment with the desired solution as described in section 1, above.
- Vendor to provide at least one customer reference that can speak to the quality of their work as it relates to this project.

**2.1 Evaluation Criteria**

- Price – 40%
- Meeting required specifications – 30%
- Compatibility with Existing Systems – 15%
- Customer Reference Evaluation – 10%
- Prior Experience with District – 5%



**3.0 Response to Request for Proposal.** Response to Request for Proposal to receive consideration shall be made in accordance with the following instructions:

- A. Items not eligible for reimbursement under E-rate must be itemized in the bid.
- B. The price must be separated by schools as well as totaled for all schools.
- C. Include, at least one customer reference that can speak to the quality of their work as it relates to this project.
- D. Service Provider must provide a Service Provider Identification Number (SPIN) and meet all other qualifications for “Service Providers” as defined by USAC (<http://www.usac.org/sl/service-providers/default.aspx>).
- E. Response to Request for Proposal shall be delivered to District, on or before the day and hour set for the receipt of Response to Request for Proposal and bearing the name of the Responding Contractor. Any Response to Request for Proposal received after the scheduled closing time for receipt of Response to Request for Proposal shall be returned to the Responding Contractor unopened.

**4.0 Withdrawal of RFP.** Any Responding Contractor may withdraw his/her RFP, either personally or by written request, at any time prior to the scheduled closing time for receipt of Response to Request for Proposal. However, a Responding Contractor is prohibited from responding again on the same work after withdrawing his/her RFP.

**5.0 Agreement.** The form of agreement for the Contract, which the successful Responding Company (the bidder), as Contractor, will be required to execute will include this RFP and the Supplementary General Conditions on page 20. The contract that will be executed will include these and other Contract documents.

**6.0 Addenda.** Any addenda or bulletins issued during the time of RFP issuance, or forming a part of the documents furnished for the preparation of RFP, shall be covered in the RFP and shall be made a part of the contract. Failure to acknowledge receipt of all addenda on the proposal response page 10 or to include all addenda with the RFP proposal documents may be sufficient cause for rejecting the submitted proposal.

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

**8.0 Award or Rejection of Response to Request for Proposal.** The contract will be awarded at District's sole discretion. District reserves the right to cancel this RFP, reject any or all Responses to this Request for Proposal and/or waive any RFP informality. It is the intent of the District to award Contract(s) either “individually”, “as a whole” or “in any combination”, whichever would be in the best interest of the District. Award is contingent upon timely compliance with all RFP conditions and specifications, and negotiations. Pursuant to ORS 279B, the District reserves the right to award a Contract to the qualified responder(s) whose proposal meets the evaluation standards and will be most

advantageous to the school district with price and all other factors considered, or to reject all Response to Request for Proposals, whichever is in the best interest of the District. The district further reserves the right to award RFP items on an individual per line-item basis to one or more Responses, whichever is in the best interest of the district. The successful Responder(s) will be notified in the event of an award.

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

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

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

- A. The Contractor shall be required to verify that they have been "In The Business" of providing this type of equipment/services for a minimum period of three (3) consecutive years.
- B. The successful bidder will be responsible for qualifying for and adhering to the Federal E-rate program.

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

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

- 13.1 The protest is in writing;
- 13.2 The protest is filed and received by the District's Chief Financial Officer or designee not more than three (3) calendar days following the date of the District's selection of the apparent lowest responsible bidder;
- 13.3 The written protest sets forth, in detail, all grounds for the protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the ground for the protest; any matters not set forth in the

written protest shall be deemed waived. All factual contentions must be supported by competent, admissible and credible evidence.

Any protest not conforming to the foregoing shall be rejected by the District as invalid. Provided that a protest is filed in strict conformity with the foregoing, the District's Chief Financial Officer, Christina Weinard, or such individual(s) as may be designated in his/her discretion, shall review and evaluate the basis of the protest, and shall provide a written decision to the bidder submitting the protest concurring with or denying the protest. The District's written decision shall be final and not subject to reconsideration or appeal. No bidder shall seek judicial relief, in any form, relative to the District's intent to award the Contract, or the protest thereof, unless the foregoing protest procedure has been strictly and timely complied with by the bidder. The issuance of a written decision by the District shall be an express condition precedent to the institution of any legal proceeding relative to the proposal process, the District's intent to award the Contract, or the District's determination to reject all proposals.

**14.0 TERM OF CONTRACT.** Any contract will be contingent upon the approval of E-Rate funding and governing board approval. The Universal Service discount mechanism for schools and libraries, commonly known as the E-Rate program, administered by the Universal Service Administrative Co. (USAC) for the Federal Communications Commission will fund a portion of this RFP. This proposal will be funded only if approved by USAC and if USAC appropriates the funds. Term of this agreement shall be July 1, 2022 through June 30, 2023. RSD7 reserves the right to extend the contract annually for up to four (4) additional years; not to exceed a total of five (5) years. In addition, the district reserves the right to fund, (proceed with project or purchase) or not to fund, regardless of E-rate approval.

The Contract is expected to begin on or about 7/1/2022 and extend to 6/30/2023.

**15.0 PROPOSAL AS BASIS OF CONTRACT.** The price, quotes and terms outlined in a contractor's proposal will be relied upon by the District in awarding a contract to the successful proposer. Accordingly, the terms of a proposal will become the basis of the contract for the successful proposer. The contract cannot be altered or amended without mutual consent of both parties. The District is not obligated to agree to price increases after the contract date and, once signed, the terms of the contract shall be final and binding on all parties. All proposers expressly acknowledge that by submitting a proposal to the District in response to this RFP, the contractor agrees to abide by the terms and quotes contained its proposal and any resulting contract.

**16.0 RECYCLABLE PRODUCTS.** Contractors shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.**17.0 LEGAL DISCLAIMERS.** If required by ORS 468A.710, all contractors and subcontractors shall possess an asbestos abatement license.

Use of Tobacco on School Property: State law OAR 581-021-0110 and school district policy prohibit the use of all tobacco products on public school property. If the contractor is on property during the performance of the contract, the contractor/vendor all of its employees, agents, subcontractors and invitees agree to comply with this policy at all times while on District property.

**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.

**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.

**RESERVATIONS:** The District reserves the right to amend any Contracts that are a result of this RFP, including the right to extend any Contracts that result from the RFP without an additional RFP process.

**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 or if the costs of goods suddenly increase. 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.

**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.

**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.

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

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

RE: **PROPOSAL RESPONDING TO RFP # 2022 E-Rate RSD7 and the portion of the RFP for which the response is addressing: Cat 6 Station Cable, Fiber, and/or Wireless APs**

FROM:

(Name of Company) (SPIN NUMBER)

(Address) (Fed. Tax ID #)

(City, State, Zip Code)

(Telephone) (Fax)

(Email Contact)

(Authorized Signature)

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

(Date)

**and the portion of the RFP for which the response is addressing: Cat 6 Station Cable, Fiber, and/or Wireless APs**

RFP Proposal Amount (for each).

Write out the total amount of your proposal.

Numeric Proposal Amount: \$ \_\_\_\_\_

Written Proposal Amount: \_\_\_\_\_

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

For Station Cabling:

School	Need	Cost of Materials	Labor	Total	Cost Per Cable Run
Glenfair ES	1 relocated MDF, 200 new cable runs				
Hartley ES	1 relocated IDF, 150 new cable runs				
Margaret Scott ES	1 relocated MDF, 250 new cable runs				
Reynolds MS	1 IDF Relocation, 20 new cable runs				
	<b>TOTAL</b>				Avg./Run

For Fiber:

School	Need	Cost of Materials	Labor	Total	Cost Per Fiber Run
Glenfair E.S.	Extend 24 strands SMF to new MDF location – Install new 12 strand SMF to Library				
Margaret Scott E.S.	Extend 12 strands SMF to new MDF location				
Reynolds M.S.	Extend 12 strands SMF to new IDF location				
	<b>TOTAL</b>				Avg./Fiber

For Wireless Access Points:

AP Cost	Licensing	Warranty	Other	Total	Extended Cost x 670

i. Ruckus R560 or equivalent

Yes	No	Partly	Comments

ii. All equipment must be in new condition. No refurbished or used equipment will be accepted

Yes	No	Partly	Comments

iii. Each wireless access point should be compatible with existing Ruckus Virtual Smart Zone Essentials wireless controllers for remote configuration management

Yes	No	Partly	Comments

iv. Each wireless access point should support 2.4Ghz, 5Ghz, and 6Ghz Wi-Fi 6e 802.11ax-2021 IEEE standard

Yes	No	Partly	Comments



- v. Each Wireless Access Point must support 1000mbps, 2.5Gbps or more copper Ethernet uplink port(s)

Yes	No	Partly	Comments

- vi. Each Wireless Access Point must support POE+ or greater for powering the wireless access point

Yes	No	Partly	Comments

- vii. Equipment pricing must include appropriate licenses to use all enterprise functions and features, including but not limited to, support for 5 years

Yes	No	Partly	Comments

- viii. Manufacturer provided lifetime hardware warranty

Yes	No	Partly	Comments

**RFP FORM B  
CERTIFICATION**

**This form is required to be submitted with your proposal.**

I certify that I have read Request for Proposal #2022 E-Rate RSD7 Station Cable – Fiber – Wireless APs and the instructions for submitting an RFP. I further certify that I must **email one (1) electronic copy to contracts@rsd7.net** of the firm’s proposal in response to this request and that I am authorized to commit the firm to the proposal submitted.

In submitting this Request for Proposal, the undersigned acknowledges receipt of all Addendums issued by or on behalf of the District, as set forth below. The undersigned further confirms that this Request for Proposal incorporates and is inclusive of, all items or other matters contained in Addendums \_\_\_\_\_ (if any) issued. The **Addendum**

**Nos. \_\_\_\_\_ received, acknowledged and incorporated into this Request for Proposal are noted above.** The undersigned hereby proposes and agrees to furnish and deliver the goods or services as quoted in accordance with the terms, conditions, specifications, and prices herein quoted.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-Mail

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

**BID FORM C      This form is required to be submitted with your proposal, if applicable.**

**SUBCONTRACTORS LIST**

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

Proposer Name

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

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

## SUPPLEMENTARY GENERAL CONDITIONS

- A. The implementation of this RFP is contingent on E-rate funding. Any contract will be contingent upon the approval of E-Rate funding and governing board approval. The Universal Service discount mechanism for schools and libraries, commonly known as the E-Rate program, administered by the Universal Service Administrative Co. (USAC) for the Federal Communications Commission will fund a portion of this RFP. This proposal will be funded only if approved by USAC and if USAC appropriates the funds. Term of this agreement shall be July 1, 2022 through June 30, 2023. The Reynolds School District 7 reserves the right to extend the contract annually for up to four (4) additional years; not to exceed a total of five (5) years. In addition, the district reserves the right to fund, (proceed with project or purchase) or not to fund, regardless of E-rate approval.
- B. The agreed liquidated damages provision established in Article 4 of the General Conditions is Not Applicable on this Requirements Contract.
- C. Vendor will provide performance bond within 10 days of being awarded the contract.
- D. Contractor will at all times specified herein, and prior to any entry onto the job site, provide and maintain for itself and require any Subcontractors to provide and maintain the following types and the following minimum limits of insurance written on an occurrence basis by a company or companies rated A/IX or better in the most recent edition of "Best's Insurance Guide" (or such lesser rating as may be approved by Owner in writing) and authorized to do business in the state where the Project is located. Continued compliance with these requirements is a condition precedent to payment:
- a. Workers' Compensation and Employer's Liability: (i) Workers Compensation, with limits as required by applicable law. (ii) Employers Liability: \$1,000,000 Each Accident \$1,000,000 Disease, Policy Limit \$1,000,000 Disease, Each Employee Coverage will be carried for the duration of the applicable statute of repose or for ten (10) years after Final Completion, whichever is longer.
  - b. Commercial General Liability (Occurrence Form): **INCLUDING Sexual Abuse and Molestation** (i) Combined Bodily Injury and Property Damage: \$2,000,000 Each Occurrence \$2,000,000 Personal and Advertising Injury \$3,000,000 General Aggregate \$2,000,000 Products/Completed Operations Aggregate(ii) The scope of coverage must meet the following: (1) Premises Operations must be included. (2) Elevators and Escalators must be included, when applicable. (3) Coverage for Independent Contractors and work performed on Contractor's behalf by Subcontractors must be included. (4) Contractual Liabilities must be included (including the contract obligations specified in the indemnification paragraph(s) of the Contract) (5) The Products and Completed Operations Insurance will be maintained for the duration of the applicable statute of repose after Final Completion. (6) There can be no exclusions for subsidence, collapse, explosion or

underground property damage. (7) There can be no insured vs. insured cross-suit exclusion. The policies will provide for cross-liability coverage as would be achieved under the standard Insurance Services Office “separation of insureds” clause. (8) The limits will not be eroded or wasted by defense costs.

- c. The policy will be endorsed to be primary and non-contributory with any insurance maintained by Owner, its affiliates, subsidiaries, members, directors, officers, employees and agents. (This endorsement must be shown on the insurance certificate provided to Contractor)
- d. Maximum deductible will be \$10,000. Contractor shall pay all deductibles without reimbursement from Owner.
- e. Contractor will secure Pollution Liability coverage with limits not less than \$2,000,000 per occurrence. Contractor’s Pollution Liability coverage will include insurance covering the Contractor’s liability for a third-party bodily injury and property damage arising from pollution conditions caused by the Contractor while performing operations under the contract. The insurance coverage also shall apply to sudden and accidental pollution events. Any coverage restriction as to time limit for discovery of a pollution incident and/or a time limit for notice to the insurer must be expressly accepted, in writing, by the Owner. The insurance coverage shall also respond to cleanup cost. The policy’s limits shall not be less than \$2,000,000 each loss / \$2,000,000 aggregate. The policy shall be endorsed to state that the general aggregate limit of liability shall apply separately to this contract.
- f. Commercial Business Auto: (i) Combined Bodily Injury and Property Damage \$2,000,000 Each Accident (ii) The following coverages must be included: (1) Owned Automobiles (2) Non-Owned and Hired Automobiles Will be maintained for the duration of the applicable statute of repose or for ten (10) years after Final Completion, whichever is longer.
- g. If applicable, Professional Liability Insurance. Covering performance of professional services by the Contractor or any Subcontractor or professional firm at any tier whether or not performed by a licensed architect or engineer, with policy limits of not less than (\$2,000,000) per claim and (\$3,000,000) in the aggregate.
- h. Certificates and Certified Copies of Policies. Certificates of insurance for Contractor’s and Subcontractors’ insurance along with copies of all endorsements necessary to evidence compliance with all insurance requirements will be filed with Owner and be acceptable to Owner prior to commencement of the Work. For those insurance coverages that are required to remain in force after Final Completion, additional certificate evidencing

continuation of such coverage will be submitted as part of the application for final payment and upon each annual renewal for the duration of coverage required. Upon Owner's request at any time, Contractor will immediately provide an actual certified copy of its insurance policies. Provision of the certificates and copies of policies as required herein will be a condition precedent to payment.

- i. Notice of Cancellation, Reduction or Expiration. The insurance policies required by this Exhibit will be endorsed to include a covenant that coverages or limits afforded under the policies will not be canceled, reduced or allowed to expire until at least 30 days' prior written notice has been given to Owner. In addition, Contractor and subcontractors will give immediate written notice to Owner immediately upon learning that their coverages may be cancelled, reduced or their limits impaired by claims. Information concerning cancellation or reduction of limits on account of claims paid or to be paid will be furnished by the Contractor to Owner not more than three (3) business days of when Contractor learns that revised or reduced limits are likely. When Contractor becomes aware of cancellation, expiration or reduction in coverage or available limits, Contractor within ten (10) business days will procure other policies of insurance that meet all requirements of this Exhibit.
- j. Owner's Right to Terminate or Cure. Failure of Contractor or a Subcontractor to secure and maintain insurance with the coverages and limits required by this Exhibit will be a material breach of the Contract entitling Owner, in its discretion and without waiving any other remedies, to (i) withhold payments or recoup payments already made to Contractor for work on the Project, (ii) terminate the Contractor for cause, and (iii) purchase any additional insurance it deems reasonably necessary to protect itself at the expense of the Contractor. Contractor consents to Owner procuring replacement insurance in Contractor's name and will cooperate in all respects with Owner's efforts in procuring additional or replacement insurance. Owner will have the discretion to purchase an Owner's protective policy or other similar policy that affords to Owner coverages and limits providing reasonably equivalent protections as Owner would have received if Contractor and Subcontractors maintained the insurance coverage required. Owner's costs incurred in finding replacement insurance or an Owner's protective policy will either be reimbursed directly by Contractor or may be offset against amounts owed by Owner to Contractor on the Project or other projects. These requirements will remain enforceable for the duration of the applicable statute of repose or for ten (10) years after Final Completion, whichever is longer
- k. Insurance in Excess of Requirements. In the event Contractor or any Subcontractor(s) purchase insurance in excess of the coverages or limits required under this Exhibit, such excess coverages or limits will apply to the Project and

inure to the benefit of Owner.

- I. No Waiver by Owner. The insurance requirements under this Exhibit can only be waived or modified by Owner by an express written instrument signed by Owner acknowledging the reduced coverages or limits. No other act or omission by Owner or its agents, including but not limited to (i) implicit or verbal acceptance or approval of reduced coverages or limits or (ii) failure to require proof of compliant insurance, will amount to Owner's waiver of the insurance requirements of this Exhibit.
  
- m. If applicable, Subcontractor Insurance. All Subcontractors' insurance will meet all insurance requirements of Contractor as provided in this Exhibit, including, but not limited to, the types of insurance, extent and durations of coverages, and notice requirements, except that the limits of insurance for Subcontractors will be no less than the following:
  - i. Design Professional:
    1. Workers' Compensation and Employer's Liability: same as above except for the following limits for Employer's Liability: \$500,000 Each Accident \$500,000 Disease, Policy Limit \$500,000 Disease, Each Employee
    2. Commercial General Liability (Occurrence Form): Combined Bodily Injury and Property Damage: \$1,000,000 Each Occurrence \$1,000,000 Personal and Advertising Injury \$2,000,000 General Aggregate \$2,000,000 Products/Completed Operations Aggregate
    3. Business Auto: same as above
    4. Professional Liability (\$1,000,000) per claim and (\$2,000,000) in the aggregate.
  - ii. Sub Contractor:
    1. Workers' Compensation and Employer's Liability: same as Contractor
    2. Commercial General Liability (Occurrence Form) **INCLUDING Sexual Abuse and Molestation**: Combined Bodily Injury and Property Damage: \$1,000,000 Each Occurrence \$1,000,000 Personal and Advertising Injury \$2,000,000 General Aggregate \$2,000,000 Products/Completed Operations Aggregate
    3. Business Auto: same as above.

4. Pollution Liability and Hazardous Materials Liability \$1,000,000  
Each Occurrence \$1,000,000 General Aggregate

- n. Waiver of Subrogation. All of Contractor's and Subcontractors' liability insurance policies, including worker's compensation, will contain a waiver of subrogation against Owner, its affiliates, subsidiaries, directors, officers, employees and agents.
  - o. Additional Insureds. All of Contractor's and Subcontractors' liability insurance policies will be endorsed to expressly name Owner, its affiliates, subsidiaries, directors, officers, employees and agents (including but not limited to those listed below) as additional insureds. The coverage under the additional insured endorsement will (i) be primary and noncontributory with respect to any insurance of the additional insureds, (ii) provide the same coverages and limits to the additional insured as are afforded to the primary insured as required by this Exhibit, and will not be limited to vicarious liability, (iii) not be limited to on-going operations, and include completed operations (iv) be maintained for the same durations as the coverages afforded to the primary insured as required by this Exhibit and blanket endorsements will not be acceptable.
- E. The Bidder's Federal Tax ID # and W-9 form are required for payment of invoices.
- F. The number of Contract Agreements to be fully executed is to be four (4) sets. This allows one (1) original to be provided to the awarded bidder. There are no drawings to be furnished on this RFP. The RFP specifications and addendums are available online.





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

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

Contractor: \_\_\_\_\_

**WITNESSETH:**

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

- a. Company Legal Name \_\_\_\_\_
- b. Contract Signer Name \_\_\_\_\_ Contract Signer Email \_\_\_\_\_
- c. Mailing Address \_\_\_\_\_
- d. Telephone Number \_\_\_\_\_
- e. Federal Tax ID No. \_\_\_\_\_ *\*Contractor must submit W-9 to RSD's Finance Department*
- f. Business Designation (check one)     Individual     Sole proprietorship     Partnership  
 Corporation     Community College     Other: \_\_\_\_\_

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

**1099 Withholding Exemption:**

If exempt from backup withholding (form 1099 reporting), check this box  and check your qualifying reason below:

- i. Corporation
- ii. Tax Exempt Charity under 501(a), or IRS
- 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/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: \$ \_\_\_\_\_

*\*Use additional sheets if needed.*

b. If services are to be charged at a periodic rate: Rate charged: \$ \_\_\_\_\_ per (period) \_\_\_\_\_

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 Finance Department in writing. No payment in excess of the total estimated compensation shall be paid unless the Contractor has notified the Finance Department of the increase in time required to complete the services and received approval from the Finance Department 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 stated above, 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 (please 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 Accounts Payable 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 RSD. RSD 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 Assistant Superintendent of Student & Family Services and District Operations 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 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 fully indemnify, defend, and hold RSD harmless from any claims, actions, demands, judgment, losses, or costs (including attorney fees) directly resulting or arising out of any negligent act or omission by Contractor. This also applies when only RSD is the sole defendant in the action or lawsuit.
13. Contractor warrants to RSD that it/he/she has general liability insurance coverage in excess of \$2,000,000 per occurrence, \$3,000,000 in the annual aggregate for General Liability and 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. If Contractor will have physical or virtual access to any RSD students, Contractor is also required to provide proof of insurance for Sexual Abuse and Molestation coverage at the same levels required above.

\_\_\_\_\_ *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 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 coverages 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, volunteers, board members, and employees are additional insureds 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 for review.

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. Successors in Interest. This Contract shall bind and inure to the benefit of the parties, their successors, and approved assigns, if any.
16. 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.
17. 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.
18. 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.
19. 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.
20. 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.
21. 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 clearly document 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.

22. **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.
23. **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, with costs to be borne by Contractor.
  - b. **Sign-in Required:** As required by schools and other RSD locations, each that 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.
24. **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 criminal background checks, 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 checks. 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. If Contractor has unsupervised contact with students, Contractor acknowledges District’s obligations related to reporting of child abuse and sexual conduct. If there are reports or allegations of sexual conduct or abuse involving one of Contractor’s employees, Contractor agrees to immediately remove that employee from providing services to the District. Contractor will follow District’s requests for removal of such employees following a report or allegation. Contractor will cooperate in any investigation being conducted by District, law enforcement, DHS, ODE and/or TSPC. Contractor has received information regarding abuse and sexual conduct and District will provide current information to Contractor on an annual basis.
25. **Confidentiality; FERPA Redislosure.** Family Education Rights and Privacy Act (“FERPA”) prohibits the redislosure 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 redislosure of confidential student information must be in compliance with the redislosure laws of FERPA. Contractor is not to redisclose information without prior written notification to and written permission of RSD.

26. 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.
27. 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.
28. 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.
29. 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.
30. 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.
31. 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.
32. 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.
33. 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.
34. 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.
35. Standards. Contractor shall meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services.
36. 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.

*(Sign on following page)*

**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**

\_\_\_\_\_  
Signature of Superintendent or Authorized Signer

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

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

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Contractor Title

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

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

**Review required for final authorization**

\_\_\_\_\_  
Signature of Program Director

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

\_\_\_\_\_  
Signature of Site Manager

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

- Account code for applicable charges** \_\_\_\_\_  
*(Required for revenue, expense, and pass-through funds)*
- Board approval required if estimated charges exceed \$150,000      Board approval date: \_\_\_\_\_
- Background check completed (required if in direct contact with students)
- Certificate of insurance provided

## 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**

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Signature of Superintendent or Authorized Signer

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Signature of Contractor

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Printed Name

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Contractor Name

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Title

---

Contractor Title

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Date Signed

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Date Signed