



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

REYNOLDS SCHOOL DISTRICT #7

**REQUEST FOR PROPOSAL
DOCUWARE CLOUD APPLICATION & SERVICES**

RELEASE DATE: JULY 25, 2023

PROPOSALS DUE:

ON OR BEFORE 3:00 PM (Pacific Daylight Time), AUGUST 10, 2023

TIME FOR RESPONSE OPENING 9:00 AM, AUGUST 11, 2023

LATE PROPOSALS WILL NOT BE ACCEPTED

SUBMIT ELECTRONIC PROPOSALS IN PDF FORMAT TO:

Steve Blum

procurement@rsd7.net

REFER QUESTIONS IN WRITING TO:

Email: Steve Blum

Procurement, Contracts and Accounting Specialist

procurement@rsd7.net

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

Reynolds School District #7 is seeking proposals from qualified individuals, firms, partnerships, corporations, associations, or professional organizations (“Proposers” or “you(r)”) for proposals and quotes to supply DocuWare system support (the “Project”).

Project Description: Contractor Personnel will work closely with District Staff, to move the DocuWare application from the on-premise server to the cloud and provide ongoing support and management of the application. Contractors will be authorized dealers of the DocuWare application. Contractors will be highly trained and experienced at providing service and support for the DocuWare application.

The DocuWare application must be in compliance with all applicable state and federal regulations and student privacy laws, in addition to the performance standards described in the RFP documents. Any proposer must be an eligible service provider willing to complete the necessary communications and paperwork associated with the DocuWare Application.

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

Minority and women-owned businesses are encouraged to submit a Proposal. Proof of Oregon licensing and certification, when required, and adequate professional liability insurance is required for those who will work on the Project. The District reserves the right to reject any Proposal not in compliance with any prescribed public contracting procedure or requirement, and may reject any and all Proposals for good cause upon the District’s finding that it is in the public interest to do so. No Proposal will be received or considered by the District unless the Proposal contains a statement as to whether the Contractor is a resident bidder as defined in ORS 279A.120. The selection process will be subject to the District’s applicable Board Policies. The District will not be prequalifying proposers under ORS 279B.120.

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

Respondents shall submit their proposal electronically to Steve Blum at procurement@rsd7.net, with the subject line RFP: DOCUWARE CLOUD APPLICATION & SERVICES.

The deadline for submitting a Proposal or response to the RFP is **August 10, 2023 at 3 p.m. Proposals received after the deadline will not be considered.**

Published on: July 25, 2023

Published in: The Business Tribune

REYNOLDS SCHOOL DISTRICT #7

Steve Blum, Procurement, Contracts and Accounting Specialist

**REQUEST FOR PROPOSAL
DOCUWARE CLOUD APPLICATION & SERVICES**

TABLE OF CONTENTS

1. SCOPE OF WORK.....	4
1.1 General: Overview and Background.....	4
2. PROPOSAL PROCESS.....	4
2.1 General.....	4
2.2 Pre-Proposal Interpretation of Contract Documents.....	4
2.3 Public Disclosure of Proposals	5
2.4 Submission of Proposals	5
2.5 Qualification of Proposers	7
2.6 Evaluation of Proposals	7
3. SCHEDULE OF EVENTS	10
3.1 Milestones.....	10
3.2 Period of Irrevocability	10
3.3 Objections or Protests	10
4. GENERAL SPECIFICATIONS & TECHNICAL REQUIREMENTS.....	12
5. STANDARD TERMS AND CONDITIONS	13
6. ORS 279B PUBLIC CONTRACTING – PUBLIC PROCUREMENTS	19
7. RESERVATION OF DISTRICT RIGHTS	19
8. LEGAL INFORMATION	20

APPENDIX A	RFP FORM PAGE 1 CERTIFICATION AND CONTRACT OFFER
APPENDIX B	RFP FORM PAGE 2, 3, 4 PRICING
APPENDIX C	RFP FORM PAGE 5 REFERENCES
APPENDIX D	RFP FORM PAGE 6 NON-COLLUSION AFFIDAVIT
APPENDIX E	SAMPLE CONTRACT
APPENDIX F	COVID-19 ADDENDUM

1. SCOPE OF WORK

Reynolds School District (“Owner”) requests competitive proposals from qualified individuals, firms, partnerships, corporations, associations, or professional organizations (“Proposers” or “you(r)”) for proposals and quotes to provide the Owner with service and support, remote and on site, assistance from Vendor and DocuWare specialists during normal working hours as well as access to all DocuWare software and Reynolds’s system licenses for any DocuWare versions that are still under support by DocuWare AG. (“Project”). Reynolds School District intends to award a personal services contract to the successful Proposer(s) regarding this RFP.

1.1 General Overview

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

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

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

2. PROPOSAL PROCESS

2.1 General

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

Each proposal must include:

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

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

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

2.2 Pre-Proposal Interpretation of Contract Documents

- a. **Changes to RFP:** The District reserves the right to make changes to the RFP. Changes will be made by written addendum which will be posted on the District’s website for public view.

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

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

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

2.3 Public Disclosure of Proposals

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

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

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

The fact that a proposer marks and segregates certain information as exempt from disclosure does not mean that the information is necessarily exempt. Any portion of a proposal that the proposer claims as exempt from disclosure must meet the requirements of ORS 192.345 and ORS 192.355. 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. **Proposal Submission:** The District requires electronic submission in PDF format . Facsimiled versions of the proposal will not be accepted.

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

Return electronic proposals in PDF format to:

Steve Blum
Procurement, Contracts and Accounting Specialist
(503) 661-7200 x 3293
procurement@rsd7.net

The email must be clearly marked with the bidder’s name/identification and the subject must be the words **“RFP: DOCUWARE CLOUD APPLICATION & SERVICES”**

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

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

- d. **Identification:** Proposals must clearly indicate the RFP contact’s name, proposal due date and time, as well as the Proposer’s name, address and email address. The proposal shall contain a statement whether the proposer is a resident proposer or non-resident, as defined by ORS 279A.120. When applicable, the RFP shall also contain a copy of the contractor’s certification of nondiscrimination in obtaining required subcontractors in accordance with ORS 279A.110.

- e. **Price:** RFP prices are to be complete and include all costs, whether material, labor, transportation or other, to complete the required work or supply the required materials in accordance with the RFP specifications, contract terms and conditions.

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

- f. **Cost of Proposal:** The District will not pay any costs incurred in responding to this RFP.
- g. **Proposal Due Date:** On or before August 10, 2023 at 3:00 PM Pacific Daylight Time. Proposals received after this time and date will not be considered. 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:** The Proposer will examine and understand this entire document and seek clarification from the listed RFP contact if required. Negligence in preparing a proposal does not give a right of withdrawal after proposal opening. The Proposer should become familiar with and abide by current federal laws, state and local statutes, regulations and other ordinances that could impact pricing or performance.
- i. **Obligation to Award:** The issuance of this RFP, and the receipt and evaluation of proposals does not obligate the District to award a contract. The District may cancel this procurement or reject any or all of the proposals in accordance with ORS 279B.100 without liability at any time prior to the District's execution of a contract.
- j. **Inquiries:** All inquiries related to this RFP must be directed in writing to Reynolds School District Attn: Steve Blum at procurement@rsd7.net

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

2.5 Qualification of Proposers

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

2.6 Evaluation

In evaluating RFP responses, the District will award based on three (3) principal factors:

1. Pricing
2. Specifications met
3. Quality of performance and support of previous contracts or services

An evaluation committee will review, score and rank all responsive proposals. The District will award the contract to the lowest responsible proposer submitting the most advantageous response set forth in the

RFP. To determine whether the proposer has met the standards of responsibility under ORS 279B.110 (2) and OAR 137-047-0640 (1)(c)(F), the District will consider whether the proposer has:

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

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

Evaluation of proposals is expected to be completed within thirty (30) working days after their receipt. After evaluating proposals, the team will recommend that the top-ranked proposer be invited to negotiate a final contract with the District. If the District is unable to successfully negotiate with the top-ranked proposer, the District reserves the right, at its sole discretion, to terminate negotiations and begin new negotiations with the next highest-ranked proposer.

Award of contract is subject to the District's and Proposer's ability to agree on contract terms in a timely manner. The District reserves the right to waive informalities or to reject any or all proposals.

INITIAL EVALUATION: Proposals submitted in response to this solicitation will be reviewed and scored by the Evaluation Committee of at least three (3) members selected from the following staff/groups:

- Reynolds School District Administrative Staff
- Reynolds Special Education Staff
- Reynolds Finance Staff
- Local Businesses
- Community Members
- Parents

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

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

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

- Details on qualifications with School Districts and Government Entities
- Experience in Project approach and methods
- Staffing plan

If elected by the District, interviews will be held at the Reynolds School District Office, located at 1204 NE 201st Ave, Fairview, Oregon 97024 or through a videoconference platform.

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

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

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

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

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

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

Evaluation Criteria

1. Proposers Qualifications with School Districts and Government Entities (30 points)

Provide your firm's familiarity with the Family Educational Rights and Privacy Act (FERPA), HIPAA and other privacy regulations. Provide experience over the past five (5) years in similar K-12 facilities and locations in Oregon. Provide reference contact person and telephone number for these projects.

2. Are there any active claims against proposer (10 points)

3 Staffing Plan (15 points)

This section should contain a detailed and specific discussion of your firm's proposed staffing plan, clearly stating who would be assigned to this project and for how long. Include organizational chart, staff roles, resume and other relevant biographical information as deemed necessary.

4. Project approach and methods (20 points)

Provide a general discussion of your management philosophy, including a description of your firm’s involvement from the planning phase through the completion of K-12 software application projects. Describe how you will manage and staff the job to ensure your understanding of local and federal issues and outline your planned availability throughout the project. Also describe how you, as the District’s representative, will develop and maintain a cooperative team. Provide specific examples of your methods to insure quality, budget and schedule controls utilizing an inclusive, team-oriented process. Also, please provide a general discussion on how your firm will ensure the projects will not intrude on the District’s activities in order for the District to maintain a business as usual approach.

5. Justification (5 points)

Provide a demonstrated reason why your firm wants to assist Reynolds School District and why the District should place their trust in your firm. Discuss in detail your staff’s ability to meet the requirements of the scope of services outlined in this RFP and include comments on any additional services your firm can provide beyond those specified.

6. Price (hourly rates) (20 points)

Please complete APPENDIX B – RFP FORM PAGES 2 & 3 CURRENT PRICING

SCHEDULE OF EVENTS

3.1 Milestones

Projected significant milestones for this procurement are as follows:

ACTIVITY	DATE
Issuance of Request of Proposal	July 25, 2023
Pre-Proposal Conference	N/A
Deadline for Questions or Clarifications	August 4, 2023
Proposals Due	August 10, 2023 by 3 p.m. (PDT)
Board Approval	N/A
Notice of Intent to Award	August 24, 2023
Anticipated Contract Start	September 1, 2023

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

3.2 Period of Irrevocability

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

3.3 Objections or Protests

- a. **Process:** A Proposer or prospective Proposer who wishes to object or protest any aspect of this procurement or the solicitation process must do so in compliance with OAR 137-047-0730, OAR 137-047-0740, and this RFP. Written protests must be delivered to:

Reynolds School District
RFP: DOCUWARE SYSTEM SUPPORT
Procurement & Contracts Attn: Steve Blum
1204 NE 201st Ave
Fairview, Oregon 97024

Or electronically to Steve Blum at procurement@rsd7.net.

PROPOSER'S WRITTEN PROTEST SHALL INCLUDE:

- A detailed statement of the legal and factual grounds for the protest;
- A description of the resulting prejudice to the Proposer;
- Evidence or supporting documentation that support the protest; and
- A statement of the desired changes to the Contract terms and conditions, including any specifications, or other relief sought.

A PROPOSER SHALL MARK ITS PROTEST AS FOLLOWS:

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

DISTRICT RESPONSE: The District is not required to consider a Proposer's request for change or protest after the deadline established for submitting such request or protest. The District shall consider a protest that is filed timely and meets the conditions of ORS 279B.405(4), and issue a written disposition of the protest. If the District upholds the Proposer's protest, in whole or in part, the District shall either issue an Addendum reflecting its determination or cancel the solicitation.

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

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

For protests related to awarding of the contract, the Proposer's written protest shall specify the grounds for the protest per OAR 137-047-0740, including the specific citation of law, rule, or regulation upon which the protest is based, and include any and all supporting documentation. Neither the judgment used in the scoring by individual evaluators nor disagreement with the procurement process shall constitute grounds for appeal. The District will not consider any protest based on items that could have been or should have been raised prior to the deadline for submitting questions or requesting addenda.

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

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

If the protest relates to other matters, including but not limited to the award of the contract, it must be delivered no later than seven (7) calendar days, after the protestor knows or reasonably should have known of the award of the contract, the District's intent to award of the contract, or other matters to which the protest is addressed.

4. GENERAL SPECIFICATIONS

1. **Background:**

Reynolds School District currently has an on-premise DocuWare server and annual maintenance and support. The District is requesting proposals to move all DocuWare software and all records housed within the server to the DocuWare cloud as well as annual maintenance of the software and services.

Current DocuWare Application specifications:

- Integration with Edupoint, Synergy Platform
- DocuWare Professional Server with
 - 11 named user licenses with edit/upload rights.
 - 70 Read Only licenses
 - 316 3rd party licenses
 - DW Unlimited Read Only User License
 - DW AutoIndex
 - DW Import
 - DW Barcode & Forms
 - DW Connect to Outlook
 - DW Smart Connect
 - DW Forms
 - DW Workflow Manager
 - Software and Hotfix/update files for the DocuWare software.
 - License for supported versions of the DocuWare software.
 - Remote or Onsite support from vendor during the office hours of Monday through Friday, 8:00 am to 5:00 pm Pacific Time
 - Remote support from DocuWare Corporation during the following business hours Monday through Friday, 8:00 am to 8:00 pm Pacific Time

2. **Statement of Work:**

Selected consultant's specific duties and activities ("Work") and key deliverables ("Work Products") under the Contract should include, but are not limited to, the following:

- Include the benefits and restrictions of Cloud.

- On RFP form Page 3, list the Item/Part #, Quantity, Description, Unit of Measure, Unit Price, and Extended Amount, If an item is a one-time fee, please indicate so. If listing a national contract, please indicate so.
- On RFP form Page 3, include a total adding up all item extended amounts.
- Scope of work to be completed by Vendor includes all planning, configuration, implementation, and training for the DocuWare system.
- Provide the District with the DocuWare Cloud system version.
- Provide costs for 15 User Licenses with the ability to edit and upload documents.
- Provide costs for 55 Read Only Licenses
- Provide costs for 300 3rd Party User Licenses
- Cost of adding additional file cabinets.
- List the individual costs for the base cloud package including moving the District's software/data from On Premise to Cloud.
- List modules and services included in the cloud version.
- List additional costs for adding Validated ID document signing software and per envelope price for Validated ID. (Reynolds School District currently uses Docusign, 1000-2000 envelopes per year)
- Build 8 templates for use with electronic signatures. Each template will be from 1 to 3 pages long.
- On RFP form Page 2, List your hourly rate for professional services. If necessary, add other Titles and hourly rates.
- On RFP form Page 2, include average response time (hours or day(s)) for inquiries or service requests.

Any changes to this Statement of Work, including additional DocuWare features and or other professional services (within the Project scope) may be implemented via a written amendment to the contract. The District reserves the right to modify, add, and/or remove certain tasks or activities prior to contract execution or through equitable amendment to the contract after execution.

5. STANDARD TERMS AND CONDITIONS

1. **PROPOSAL VALIDITY PERIOD:** Submission of the proposal will signify the proposer's agreement that its proposal and the content thereof are valid for 90 calendar days following the submission deadline and will become part of the contract that is negotiated between the District and the successful proposer.
2. **ADDENDA:** If, in the opinion of the District, 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 District that may include changes, corrections, additions, interpretation, clarification, or information, and shall be binding upon the proposer. The District shall supply copies of such addenda on the District Web Site. Failure of the Proposer to receive or obtain such addenda shall not excuse the Proposer from compliance therewith if awarded a contract with the District. All proposers are solely responsible for monitoring the District's website for changes or clarifications to this RFP via addenda. Any questions regarding addenda shall be sent electronically to Steve Blum at procurement@rsd7.net.

3. **CANCELLATION, DELAY OR SUSPENSION OF SOLICITATION; REJECTION OF PROPOSALS:** The District may cancel, delay or suspend this solicitation if in the best interest of the District as determined by the District. The District may reject any or all proposals, in whole or in part, if in the best interest of the District as determined by the District. The District reserves the right to reject any or all proposals not in compliance with public contracting procedures.
4. **INDEPENDENT CONTRACTOR:** The relationship to the District with the successful firm and each of its employees and agents shall be that of an “independent contractor” and not an employee. The successful firm shall have single-point responsibility for all persons and legal entities that provide services to the District, be they employees of the firm or independent contractors. The successful proposer is responsible for determining the appropriate means and manner of performing the work. The successful proposer represents and warrants now, and as part of the contract for services with the District pursuant to this RFP, that the successful proposer is not an employee of the District, and that the successful proposer at all times meets and will continue to meet the specific independent contractor standards of ORS 670.600. Among other obligations of successful proposer consistent with this statute, successful proposer shall be responsible for federal and state taxes applicable to any compensation or payments paid to successful proposer under this contract and the District will not withhold from such compensation or payments any amounts to cover successful proposer’s federal or state tax obligations.
5. **AMERICANS WITH DISABILITIES ACT COMPLIANCE:** Proposers agree that if awarded a Purchase Agreement, the Contractor will comply with all applicable provisions of the Americans with Disabilities Act of 1990, 42 USC Section 12101 et seq. If any Proposer requires special assistance or auxiliary aids during the proposal, evaluation or award process, please notify Steve Blum at procurement@rsd7.net and provide at least two (2) business days notice.
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 a 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 a Purchase Agreement. In connection with its activities under the 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 contractors can offer. It is understood that the proposal will become a part of the official file on this matter without obligation to the District.
- b. The general conditions and specifications of the RFP and all subsequent addenda proposed by the District and the successful contractor's response, as amended by agreements between the District and the contractor, will become part of the contract documents. Additionally, the District will verify contractor representations that appear in the proposal. Failure of the contractor's goods and services to meet the mandatory specifications may result in elimination of the contractor from competition or in contract cancellation or termination.
- c. The District has attached a sample contract to this RFP as Appendix E, which is herein incorporated by reference. Once District staff has selected the responsible proposer that can best meet the District's needs, based on the evaluation factors, the District will negotiate the specific District goods and services requirements with the selected proposer, using the proposal to determine the cost of the goods and services and options as determined in the sole discretion of the District. After that negotiation period has ended and District has, in its sole discretion, finalized the goods and services requirements, the proposer selected as the apparent successful contractor will be expected to enter into a contract with the District substantially in the form and content attached as Appendix E, but with the addition of specific information pertaining to the agreed-upon goods and services price proposal to be provided for the District. The successful proposer is expected to execute the sample contract verbatim unless it has proposed specific changes to the contract in its response to this RFP and has later obtained agreement from the District for the contract change. All such proposed changes should be accompanied by an estimate of the cost savings to the District that would result from the recommended change.
- d. If the selected contractor fails to sign the contract within ten (10) business days of delivery of the final contract, the District may elect to cancel the award and award the contract to the next-highest-ranked contractor. No costs 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 contractor to comply with the defense, indemnification, hold harmless and insurance requirements as outlined below:

Contractor 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 Contractor and its agents in performance of this Agreement, except for injuries and damages caused by the sole negligence of the District.

The Contractor 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 Contractor, its agents, representatives, employees or subcontractors. The cost of such insurance shall be paid by the Contractor. Insurance shall meet or exceed the following unless otherwise approved by the District.

- a. **Workers' Compensation Insurance.** No Workers' Compensation Insurance has been or will be obtained by the District for Contractor or Contractor's employees. Contractor shall provide coverage for its employees, officers, or partners including employers' liability with limits not less than \$2,000,000/ \$2,000,000/ \$2,000,000 and provide the District with evidence of such coverage or verification of their election not to be covered pursuant to ORS 656.027(7) (Sole Proprietors Exception). In the event Contractor elects to not be covered pursuant to ORS 656.027(7), Contractor assumes full responsibility for any liability and exposure under law relating to Workers' Compensation because of any performance of services under this Agreement and will indemnify, defend and hold the District, and all their directors, officers, principals, agents, current and former employees and affiliates harmless from any liability associated with injuries that occur.
- b. **Commercial General Liability Insurance.** Contractor shall at all times carry a Commercial General Liability insurance policy for at least \$2,000,000 per occurrence and at least \$3,000,000 in the aggregate, for Bodily Injury, Property Damage, and Personal Injury. The Contractor shall include as additional insureds under the above commercial general liability policy or policies the District, and all of its directors, officers, principals, agents, and employees by Endorsements CG2010 0704 and CG2037 0704 or the equivalent to the above policy or policies. The additional insured status must be continued for at least 12 consecutive calendar months after the contract with the District is terminated for any reason. Such insurance shall include "cross-liability" coverage as provided under standard ISO Forms "Separation of Insured" clause or the equivalent.
- c. **Sexual Abuse and Molestation liability Coverage.** Contractor shall at all times carry a Sexual Abuse and Molestation Liability insurance policy for at least \$2,000,000 per occurrence and at least \$3,000,000 in the aggregate This policy may be part of the Commercial General Liability policy through an endorsement or a separate policy.
- d. **Automobile Liability Insurance.** Contractor shall at all times carry Automobile Liability Insurance in the amount of \$2,000,000 combined single limit per accident for bodily injury and property damage covering the ownership, maintenance or use of any motor vehicle.
- e. **For Professional Liability/Errors & Omissions Insurance** written on a "claims made" basis and for any other required liability insurance provided on a "claims made" basis, Contractor shall provide "tail" coverage at the completion of the Agreement for a duration of thirty-six (36) months

or continuous "claims made" liability coverage provided for thirty-six (36) months following the Agreement completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided the retroactive date of the coverage is on or before the effective date of this Agreement.

- f. **Maximum Deductible/Self-Retention.** Any deductible or self-retention must be disclosed on the certificate of insurance and no deductible or retention may exceed \$25,000 without the prior written consent of the District.
- g. **Additional Insureds.** The District, their agents, employees and officials all while acting within their official capacity as such, must be named as additional insureds on all insurance, other than Workers' Compensation and Professional Liability/Errors and Omissions insurance, required under this Agreement. Such coverage shall be provided in a form acceptable to the District.
- h. **Insurance Certificates.** Contractor shall deliver to the District, prior to the commencement of the Work, a certificate of insurance or the actual insurance policy/policies evidencing all policies required by this Agreement. Either the certificates of insurance or the policies shall contain the promise of the insurer to give the District written notice at least 30 calendar days prior to the effective date of any lapse, cancellation, non-renewal or material reduction in any of the required coverages. In the event the insurer cannot or will not provide such written notice to the District, Contractor has an affirmative duty to provide the notice of lapse, cancellation, and non-renewal or material reduction to the District within 24 hours of the Contractor receiving such notice itself. The District has the right to reject any certificate and/or policy if the District in its sole discretion determines that either the coverage or the insurance company is unacceptable. Evidence of continuous coverage is required, including renewal certificates for any policies that renew during the contract.
- i. **Primary Coverage.** All insurance carried by the Contractor required by this Agreement, and where District, *et al.* are named as additional insureds as set forth in "g." above, must be primary to and non-contributory with any insurance carried by the District or self-insurance of the District. Any insurance held by the District is excess and solely for damages or losses for which the District is responsible.

11. **NON-COLLUSION AFFIDAVIT:** The Contractor 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 Contractor of the same request for proposal and that the Contractor is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm. Contractor will complete the enclosed Non-Collusion Affidavit and submit it with their proposal.

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

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

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

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

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

14. **OWNERSHIP OF DOCUMENTS:** Any reports, studies, conclusions, and summaries prepared by the proposer, including all proposal documents, shall become the property of the District.
15. **ORAL INSTRUCTIONS:** Oral instructions or information concerning the RFP documents or the project given out by officers, employees, or agents of the District to prospective Proposers shall not bind the District. Any changes or revisions to the specifications shall be binding only if issued in writing by the District by addendum. The District reserves the right to officially amend or cancel an RFP after issuance.
16. **INVOICING:** Purchase Order number shall appear on all invoices, packing lists, packages, shipping notices, instruction manuals, and any correspondence. Unless otherwise stated in Appendix E (Sample Contract), the payment terms will be net 30 from the date on the invoice and the payment period shall be one calendar month. Invoices submitted for payment shall identify the goods and services, dates of service performed, location where services were performed, brief scope summary, the unit price, quantity, extended price, purchase order number and invoice total.
17. **TERM AND RENEWAL:** Unless earlier terminated as provided; this contract shall commence on September 1, 2023, or on the date of the last signature, whichever is later, through August 31, 2026. This contract may be renewed for two (2) additional one-year renewals upon mutual agreement between the parties.
18. **TOBACCO:** Use of Tobacco on School Property: State law OAR 581-021-0110 and District policy (GBK/JFCG/KGC) prohibit the use of all tobacco products on public school property. If the contractor is on property during the performance of this contract, the contractor and all of its employees, agents, subcontractors and invitees are required to comply with this policy.
19. **SECURITY:** Onsite staff will need to complete criminal history background check and be issued District contractor 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.

Contractor is responsible to block off the work area to keep others out if needed and maintain a safe work area. Contractor must provide or have on hand and make available to the District a Site Incident Prevention Plan and a copy of their Documented Safety Program.

Contractor shall employ only trained, skilled, experienced personnel to perform the work outlined in the RFP. No sub-contracting is permitted, without prior written approval by the District.

20. **LICENSING:** Contractor represents and warrants that it is licensed to do business in the State of Oregon. Upon award of Contract, Contractor will provide District with Contractor's Oregon State Department of Revenue Tax Registration Number.

6. ORS 279B PUBLIC CONTRACTING – PUBLIC PROCUREMENTS

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

- Pursuant to ORS 279B.220, on every public contract, the contractor shall make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract; shall pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract; not permit any lien or claim to be filed or prosecuted against the state or county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished, and; pay to the Department of Revenue all sums withheld from employees under ORS 316.167
- Pursuant to ORS 279B.230 (1), in every public contract, the contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.
- Pursuant to ORS 279B.230 (2), in every public contract, all subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
- Pursuant to ORS 279B.235 (1), persons may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it. In such cases, the employee shall be paid a) at least time and a half pay for all overtime in excess of 8 hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or b) for all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive

days, Monday through Friday; and c) for all work performed on Saturday and on any legal holiday specified in ORS 279B.020.

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

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

8. LEGAL INFORMATION.

- **CONTRACT FORMAT:** The District will negotiate with the selected proposer using a standard contract. The contract terms which may be negotiated include the details of contract performance, methods of service, timing, fee and costs, and other matters that affect cost or quality.
- **RISK OF LOSS AND DAMAGE:** The Proposer will be liable for all damages arising out of the Proposer's negligence or fault in connection with this RFP. The District will not be responsible for the loss or damage of any items during the RFP process, unless negligence on the part of the District has been established in a court of law. The District will not be responsible for any loss or for any unanticipated costs that may be suffered by the successful proposer as a result of the Proposer's failure to fully inform themselves in advance in regard to all conditions pertaining to the duties required. No statement made by any officer, agent, or employee of the District will be binding on the District. Additionally, Proposers warrant that they have checked their Proposal for errors and omissions and that the prices stated in the

- Proposal are correct and as intended and are a complete and correct statement of prices for performing the duties specified herein.
- **COMPLIANCE WITH LAW:** All proposers must be “Equal Opportunity Employers” and comply with the appropriate provisions of state and federal law. All firms shall be required to comply with ORS 656.017 regarding Worker’s Compensation. No proposal will be received or considered by the District 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 proposer 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 proposer is required to maintain for this purpose by federal or state agencies having responsibility for the enforcement of such laws shall be supplied to the District upon request. When required, the proposer shall maintain in effect all licenses, permits and certifications required for the performance of the Project. The Proposer shall notify the District immediately if any license, permit or certification required for the performance of this contract ceases to be effective for any reason.
 - **INCORPORATION OF PUBLIC CONTRACTING LAWS:** The provisions of Oregon Revised Statutes 279B.005 through 279B.425, as applicable are incorporated herein by reference. Any Proposer executing a contract with the District for the services agrees to comply with said provisions.
 - **OWNERSHIP OF DOCUMENTS:** All documents, reports, proposal submittals, working papers or other material submitted to the District from proposing firms shall become the sole and exclusive property of the District, the public domain (except for materials deemed to be excluded as trade secrets or otherwise exempt from disclosure pursuant to public records law), and not the property of the proposing firm. The proposing firm shall not copyright, or cause to be copyrighted, any portion of any said documents submitted to the District as a result of this solicitation.
 - **OSHA:** During the performance of this contract, the Proposer is required to comply with the conditions of the Federal Occupational Safety and Health Act of 1972 (OSHA) and the standards and regulations issued there under. The Proposer shall further agree to indemnify, hold the District, their respective employees, agents, and assigns harmless and free from liability for Proposer’s failure to comply with said standards and regulations. It shall be the sole responsibility of the Proposer to remain familiar with said standards and regulations and maintain their enforcement.
 - **PUBLIC RECORDS:** Notwithstanding any requirements to make Proposals open to public inspection, the District may withhold information exempt or conditionally exempt from disclosure under Oregon Public Records law on the following conditions: 1) If the proposer reasonably believes there are any grounds for exempting information for disclosure under such law, they shall mark the information accordingly; 2) Many exemptions are conditioned upon official or judicial determinations. It shall be the Proposer’s obligation to establish that the information is exempt from disclosure; and 3) The proposer shall defend, indemnify, and hold the District harmless from any claim or administrative appeal, including costs, expenses and any attorney’s fees, related to a request to disclose information which Proposer has labeled as confidential. The District will not keep confidential information about cost, price, and delivery, which may be open to public inspection. Generally any resulting contract is a public record. The District shall be entitled to use information which the Proposer has labeled as confidential, in whole or in part, for proposal evaluation and may make copies for

- this purpose. Any restrictions related to the information marked confidential do not apply, if the District has the right to or has obtained the information from another source.
- **NON-DISCRIMINATION:** No person shall be denied or subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this proposal, on the grounds of race, color, religion, gender, sexual orientation, national origin, disability, age or marital status. Any violation of this provision shall be considered a material defect of the contract and shall be grounds for cancellation, termination or suspension in whole or in part of the contract by the District.
 - **NO GUARANTEE OF CONTRACT:** This request for proposals does not commit the District 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, as determined by the District, 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 proposers represent and warrant that they will do all things necessary to ensure all employees, independent contractors, subcontractors, and agents of the proposer will submit to fingerprinting and/or background checks when required by law.



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

RFP FORM PAGE 1
CERTIFICATION and CONTRACT OFFER
DOCUWARE CLOUD APPLICATION & SERVICES

The undersigned proposer submits this proposal in response to the Reynolds School District's Request for Proposals (RFP) dated **July 25, 2023**, for the contract named above. The proposer warrants that proposer has carefully reviewed the RFP and that this proposal represents proposer's full response to the requirements described in the RFP. The proposer further warrants that if this proposal is accepted, the proposer will contract with Reynolds School District, agree to all terms and conditions found in the attached contract, and will provide all necessary labor, materials, equipment, and other means required to complete the work in accordance with the requirements of the RFP and contract documents.

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

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

Name of Proposer: _____

Business Address: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

Authorized Signature: _____

Printed/Typed Name: _____

Title: _____

Date: _____

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

A great place for learning.



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

RFP FORM PAGE 2
PRICING
DOCUWARE CLOUD APPLICATION & SERVICES

Hourly Rate Schedule

Title	Current Rate per Hour
Professional Services	_____
Other	_____
Other	_____
Other	_____
Other	_____

Average Response Time for Inquiries and Service Requests (hours or day(s)):

A great place for learning.



Appendix B

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

RFP FORM PAGE 4
PRICING
DOCUWARE CLOUD APPLICATION & SERVICES

Proposer Signature:

_____ Signature	_____ Title
_____ Company	_____ Date
_____ Street Address	_____ City/State/Zip
_____ Phone	_____ Fax
_____ Email address	

Federal Tax Identification Number

Contractor's financial terms

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



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

RFP FORM PAGE 5
REFERENCES
DOCUWARE CLOUD APPLICATION & SERVICES

Company: _____

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

1 Name of Organization _____

Website Address _____

Address _____

Contact Person _____

Phone _____

Email _____

2 Name of Organization _____

Website Address _____

Address _____

Contact Person _____

Phone _____

Email _____

3 Name of Organization _____

Website Address _____

Address _____

Contact Person _____

Phone _____

Email _____

A great place for learning.



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

RFP FORM PAGE 6
NON-COLLUSION AFFIDAVIT
DOCUWARE CLOUD APPLICATION & SERVICES

STATE OF _____ COUNTY OF _____

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

I state that:

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

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

Signature

Subscribed and sworn to before me this _____ day of _____, 2023.

Notary Public

My Commission Expires

**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.*

Appendix E

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 \$500,000, 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 \$500,000, 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 \$500,000, Contractor shall notify RSD. RSD shall present this Agreement to the RSD Board of Directors for approval of compensation in excess of \$500,000. No compensation shall be due or payable to Contractor in excess of \$500,000 (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

Appendix E

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.

Appendix E

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

Appendix E

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 Redisdisclosure.** Family Education Rights and Privacy Act (“FERPA”) prohibits the redisdisclosure 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 redisdisclosure of confidential student information must be in compliance with the redisdisclosure laws of FERPA. Contractor is not to redisdisclose information without prior written notification to and written permission of RSD.

Appendix E

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.
37. Payment of Invoices. Unless otherwise provided in Exhibit 1, the payment period shall be one calendar month. Payments are due and payable thirty (30) days from receipt of Contractor's complete invoice or fifteen (15) days after payment is approved by the District, whichever is earlier.
 - a. Invoices should be emailed to AP@rsd7.net
 - b. Invoices should have listed: PO Number, RSD Contract #, Dates of Service Performed, Brief Description of Work.

(Sign on following page)

Appendix E

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 \$500,000 Board approval date: _____
- Background check completed (required if in direct contact with students)
- Certificate of insurance provided

RELATIONSHIP OF THE PARTIES

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

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

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

2. CONSULTANT'S PROFESSIONAL RESPONSIBILITY

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

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

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

2.1.3. The Vendor either is, or will in a manner consistent with the standard of care defined in Section 4.4.1 of this Contract, become familiar with all current laws, rules, and regulations which are applicable to the design and supply of the Project.

2.2. The Vendor hereby agrees that it will prepare, in a manner consistent with the standard of care defined in Section 4.4.1 of this Contract, all deliverables and other documents pursuant to this Contract so that they are complete and functional for the purposes intended (except as to any deficiencies which are due to causes beyond the control of the Consultant).

2.3. The Vendor shall be responsible for correcting any inconsistencies, errors or omissions in the deliverables and other documents prepared by the Vendor of goods to be supplied, at no additional cost to the Owner. The Vendor further agrees, at no additional cost to the Owner, to render assistance to the Owner in resolving problems relating to the Project design or to specified materials.

3. RESPONSIBILITIES OF THE OWNER

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

4. GENERAL CONTRACT PROVISIONS

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

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

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

4.4. Representations and Warranties.

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

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

4.5. Insurance and Indemnity. Vendor shall maintain in effect for the duration of this Contract, or any other time periods required

herein, the insurance required by this Contract, as set forth in Exhibit 3-Insurance Provisions. The Vendor shall indemnify, defend, save, and hold harmless Reynolds School District #7 from Professional Liability claims, as described in 4.5.2 and all other liability claims as described in 4.5.1.

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

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

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

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

4.6. Employment Status.

4.6.1. Consultant, Consultant's employees and the Sub-consultants are not "officers, employees, or agents" of the District or the Owner, as those terms are used in ORS 30.265. Vendor shall perform all Services as an independent contractor. Although Owner reserves the right (i) to set the delivery schedule for the Services to be performed and (ii) to evaluate the quality of the completed performance, Owner cannot and will not control the means and manner of Consultant's performance. Vendor is responsible for determining the appropriate means and manner of performing the Services with approval of the Owner.

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

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

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

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

4.10. Tax Compliance Certification.

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

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

4.11. Severability. The Parties agree that if any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

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

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

4.14. Third Party Beneficiaries. Nothing contained in this Contract shall create a contractual relationship with or a cause of action

in favor of a third party against the Owner or Consultant. Consultant's Services under this Contract shall be performed solely for the Owner's benefit, and no other entity or person shall have any claim against Vendor because of this Contract for the performance or nonperformance of Services hereunder.

4.15. Ownership of Work Product; Confidentiality.

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

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

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

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

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

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

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

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

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

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

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

4.15.10 Non-Disclosure. Vendor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Vendor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties, or use Confidential Information for any purposes whatsoever other than the provision of Services to the Owner under this Contract, and to advise each of its

employees and agents of their obligations to keep Confidential Information confidential. Vendor shall use its best efforts to assist the Owner in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Vendor shall advise the Owner immediately in the event Vendor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and Vendor will at its expense cooperate with the Owner in seeking injunctive or other equitable relief in the name of the Owner or Vendor against any such person. Vendor agrees that, except as directed by the Owner, Vendor will not at any time during or after the term of this Contract disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Contract, and that upon termination of this Contract or at the Owner's request, Vendor will turn over to the Owner all documents, papers, and other matter in Consultant's possession that embody Confidential Information.

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

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

4.15.13 Security. Vendor shall comply with all virus- protection, access control, back-up, password, and other security and other information technology policies of the Owner when using, having access to, or creating systems for any of the Owner's computers, data, systems, personnel, or other information resources.

4.16. Termination.

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

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

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

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

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

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

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

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

4.16.5. Consultant's Right to Terminate for Cause.

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

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

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

4.16.7. Payment upon Termination

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

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

on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

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

4.18. Notice. Except as otherwise expressly provided in this Contract, any notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to Vendor or Owner at the address or number set forth on Page 1 of this Contract, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section 4.18. Any notice so addressed and mailed shall be deemed to be given five (5) calendar days after the date of mailing. Any notice delivered by facsimile shall be deemed to be given when the transmitting machine generates a receipt of the transmission. To be effective against Owner, any facsimile communication or notice must be confirmed by telephone notice to Owner's Representative for the Project as indicated in on Page 1 of this Contract, and shall not be deemed to be given until such confirmation is completed. Any notice by personal delivery shall be deemed to be given when actually delivered. Regular, day-to-day communications between the Parties may be transmitted through one of the methods set forth above, in person, by telephone, by e-mail, or by other similar electronic transmission.

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

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

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

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

Appendix F

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.

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