

Reynolds School District #7

**Request for Proposals
Reading Program**

Proposals Due:	Not Later than 2:00:00 PM Pacific Time, 08/11/2023 Late proposals will not be accepted or considered.
Submit Proposals to:	<u>ELECTRONIC SUBMITTAL</u> Submit electronically to procurement@rsd7.net . The Proposal, including all required documentation, must be submitted not later than 2:00:00 PM on 08/11/2023 . Late Proposals shall be rejected. <u>HARDCOPY SUBMITTAL</u> No hardcopy submittals will be accepted.
Direct Questions to:	Procurement Contact: Steven Blum Email: procurement@rsd7.net Deadline for Questions: 08/05/2023
Electronic Responses:	Electronic responses are required

RFP Availability:

This RFP is available electronically through the Reynolds School District website at:

<https://www.reynolds.k12.or.us/rfps> . Future notices regarding this solicitation, including solicitation addenda, will be posted to this site.

Proposal Opening:

A public proposal opening will occur via Zoom promptly at 9:00 AM **on 08/14/2023**. Only the name of the proposer will be read aloud.

Contact Steve Blum at procurement@rsd7.net for the link.

TABLE OF CONTENTS

1	Introduction.....	4
1.1	Timeline.....	4
1.2	Definitions	4
1.3	RFP Questions, Clarifications and Changes	4
1.4	Equity in Public Purchasing & Contracting Policy	5
2	Scope of Work	6
2.1	Scope of Work.....	6
2.2	Statement of Work.....	6
2.3	Contractor and Subcontractor Fingerprint-Based Criminal History Verification	7
2.4	Reserved.....	7
3	Proposal Format, Content, and Submission.....	8
3.1	Proposal Format.....	8
3.2	Proposal Content.....	8
3.3	Proposal Responses to Evaluation Criteria	9
3.4	Proposal Submission.....	13
4	Proposal Evaluation and Award.....	14
4.1	Clarification of Responses	14
4.2	Proposal Evaluation	14
4.3	Notification of Intent to Award	15
4.4	Negotiable Items.....	15
4.5	Negotiation.....	16
5	Solicitation Terms and Conditions; Protest of Solicitation or Award	16
5.1	Proposer Cost of Response Preparation.....	16
5.2	Submitted Materials are District Property	16
5.3	Proposal Validity.....	16
5.4	Solicitation Cancellation, Rejection of a Proposal or All Proposals.....	16
5.5	Disputes	16
5.6	Publicity	17
5.7	Preference for Recycled Materials	17
5.8	Performance within state of public printing, binding and stationary work.....	17
5.9	Confidentiality.....	17
5.10	Protests.....	18
6	Contract Terms and Conditions	19
6.1	Contract Award and Term.....	19
6.2	Reynolds School District Contract.....	19
6.3	Insurance	19
6.4	Asbestos Abatement.....	19

Attachment A: Sample Contract

Attachment B: Proposer Certification Form

Attachment C: Reference Form

Attachment D: Price Proposal Form

1 Introduction

Reynolds School District ("District") seeks written proposals from qualified vendors able to provide evidence-based instructional content for students, professional development for educators and tools for implementation. The district intends to award a single contract as a result of this RFP. The District will determine the number of contracts to be awarded at time of contract award. This determination will be based upon the evaluation of scores underlying the rank of each proposal and the capacity of the proposers and shall be at the sole discretion of the District. The contract term will be 09-01-2023 to 08-31-2024 with options to renew for 2 additional one- year terms.

1.1 Timeline

ACTIVITY	DATE
Issuance of Request for Proposal	07/28/2023
Pre-Proposal Conference	N/A
Deadline for Questions or Clarifications	08/05/2023
Final Addenda Deadline	08/06/2023
Proposals Due	08/11/2023
Interviews	08/16/2023
Notice of Intent to Award	08/21/2023
Anticipated Contract Start	09/01/2023

The District reserves the right to deviate from this schedule.

1.2 Definitions

- a) "CERTIFIED BUSINESS", as used in this RFP, means a company certified by the State of Oregon Certification Office of Business Inclusion and Diversity (COBIO) as a Minority Business Enterprise (MBE), a Women Business Enterprise (WBE), business owned by a Service Disabled Veteran (SDV) and/or an Emerging Small Business (ESB) pursuant to Oregon Revised Statutes Chapter 200; and/or

A company certified in the States of Oregon, Washington and California by the U.S. Department of Transportation (U.S. DOT) as a Disadvantaged Business Enterprise (DBE) pursuant to Code of Federal Regulations (CFR) Title 49, Subtitle A, Parts 23 and 26; and/or

A company certified by the State of Washington Office of Minority and Women's Business Enterprises (OMWBE) as a Minority Business Enterprise (MBE) and/or Woman Business Enterprise (WBE) pursuant to Washington Administrative Code, Title 326, Chapter 326-20.

1.3 RFP Questions, Clarifications and Changes

Any Proposer requiring clarification of the information provided in this solicitation must submit specific questions or comments in writing to the Procurement Contact shown on page 1 of this document. Email is the preferred form of written communication. The deadline for submitting such questions is shown on page 1 of this document.

If selected for award, a proposer will be expected to execute a contract with the material terms and conditions of the sample contract included with the solicitation documents. The material terms and conditions of the sample contract may be modified at the sole discretion of the District upon determination that the modification is in the best interest of the District.

If the proposer selected for award as a result of this RFP fails to agree to a contract with the material terms and conditions of the sample contract attached, the District may terminate negotiations with the proposer and commence negotiations with the next highest ranked proposer.

1.3.1 Addenda

If the District determines that additional information or interpretation is necessary, such information or interpretation will be supplied in addenda, posted on [https:// www.reynolds.k12.or.us/rfps](https://www.reynolds.k12.or.us/rfps) .

Addenda shall have the same binding effect as though contained in this RFP.

Statements made by the District's representatives are not binding on the District unless confirmed by written addendum.

1.4 Equity in Public Purchasing & Contracting Policy

The District strives to achieve race and gender equity and expects any firm contracting with Reynolds School District to do the same. The District is dedicated to increasing contracting opportunities for Minority Business Enterprises (MBE), Women Business Enterprises (WBE), businesses owned by Service Disabled Veterans (SDV) and/or Emerging Small Businesses (ESB) and also for minority, women, and service disabled veteran workforce development.

2 Scope of Work

2.1 Scope of Work

Reynolds School District (District) seeks competitive sealed proposals from qualified companies/consultants with expertise in providing evidence-based instructional content for students, professional development for educators and tools for implementation.

This Request for Proposal (RFP) is intended to support the District's determination to provide professional development of all teachers that is tied to the science of reading and tools that support implementation for all students.

The scope of the work must include:

- An initial presentation of alignment to Reynolds School District goals and the Science of Reading.
- Proven history of successful implementation in other school districts.
- Clearly articulated professional development plan with multiple opportunities for feedback.
- Adaptive training provided based on the school or district needs.
- Responsive customer service

2.2 Statement of Work

The successful company/consultant will provide all services, supplies, resources and personnel necessary to perform the work defined in this RFP. The District will not be responsible for travel/mileage expenses. The successful company/consultant shall be an independent contractor and not an agent or employee of the District. The company/consultant shall adhere to all the requirements of federal, State of Oregon and local laws, rules, regulations, statutes, etc. pertaining to business operations.

2.2.1 Contractor Performance

The Company/Consultant shall:

- Directly train educators using evidence-based practices.
- Provide evidence-based, high-quality, professional development and tools for implementation.
- Align to the District 's core principles and goals within the District Strategic Plan <https://www.reynolds.k12.or.us/district/strategic-plan-results-dashboard>
- Provide professional development and coaching to District Leadership as deemed necessary for sustainability.
- Maintain a high level of professionalism and collegiality in all interactions with District stakeholders.
- Be knowledgeable and up to date with current research surrounding all learners.
- Have a documented reputation for quality service.
- Have the capacity to invoice the District for services provided in a timely manner.
- Provide documentation/assurances that during the course of the contract there will be continuity in the assignment of staff and documented proof that staff assigned will have the appropriate certification/qualifications.
- Demonstrate cultural awareness and equity focused mindset.

2.2.2 District Deliverables (if any)

2.3 Contractor and Subcontractor Fingerprint-Based Criminal History Verification

Performance under this Contract may require or cause Contractor to have direct, unsupervised contact with students. The District requires all Contractor personnel who may have direct, unsupervised contact with students to pass fingerprint-based criminal history verification. The Contractor is solely responsible for the cost of these verifications. The current cost is \$94.50 and is subject to change. Proposers are advised to consider this cost when responding to price proposal evaluation criteria as the District will not pay for, or reimburse, such costs.

2.4 Reserved

3 Proposal Format, Content, and Submission

3.1 Proposal Format

District proposal standards:

- a) Proposal includes a one-page cover letter as the first page of the proposal.
- b) Proposal includes Attachment B as the second page of the proposal.
- c) Proposal addresses all evaluation criteria in the order presented in 3.2.
- d) Proposal is 20 pages or less in length, not including reports, resumes, and like attachments.

Please do not include sales or promotional materials as part of proposal unless requested.

3.2 Proposal Content

Include the content listed in Table 3.2-1.

Proposals shall include all designated mandatory requirements. Proposals lacking one or more of the mandatory requirements may be rejected as non-responsive. Mandatory requirements are designated by a check mark in the "Mandatory" column of Table 3.2-1 below.

Table 3.2-1

Proposal Content		Mandatory	Scored	Optional
Proposer Certifications and Representations, signed in ink or indelible pencil	Attachment B	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
References	Attachment C	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rate or Price Proposal (choose one)	Attachment D	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Evaluation Criteria Responses		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Qualifications		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Organizational Structure		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Financial History and Capacity		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Business Participation Strategy		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Experience		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Timeline and Deliverables		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Past Performance		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Key staff, Staff Experience, Capacity		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Functional Specifications		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Technical Specifications		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Software		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Ongoing Support		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Training		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Implementation		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Price Proposal		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Proposed Key Staff		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Demonstration		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	

3.2.1 Attachment B: Proposer Certifications and Representations

Include a completed Attachment B: Proposer Certifications and Representations form, signed in ink or indelible pencil. Digital and stamped signatures are not accepted.

3.3 Proposal Responses to Evaluation Criteria

Address each of the following Evaluation Criteria completely, and in the order provided:

3.3.1 Written Evaluation Criteria	
<p>A. Qualifications</p> <p>Proposer must currently hold a license(s) to work in the State of Oregon. Include a copy of the license and/or certifications in proposal. Proposer must currently hold the following certifications(s). Include a copy of the certifications(s) in proposal.</p> <p>An ideal proposal will demonstrate: The successful company/consultant will provide all services, supplies, resources and personnel necessary to perform the work defined in this RFP. Qualified companies/consultants with expertise in providing research-based professional development for educators and tools for literacy instruction for students.</p>	Pass/Fail
<p>8. Organizational Structure, Proposed Partnerships and Subcontracting</p> <p>An ideal proposal will demonstrate: The successful company/consultant will demonstrate the ability to maintain adequate staffing and licensing, to perform the work defined in the RFP. The proposal will entail an organizational chart, resumes of key staff.</p>	Maximum Points Available: 5
<p>C. Financial History and Capacity</p> <p>An ideal proposal will demonstrate: The successful company/consultant will demonstrate the ability to maintain adequate funding and financial capacity to perform the work defined in the RFP.</p>	Maximum Points Available: 5
<p>D. Certified Business Participation Strategy</p> <p>Subcontracting: Please provide your firm's comprehensive plan to recruit Certified Business subconsultants to participate in the performance of this contract. Have you already engaged Certified Businesses as a part of the project team?</p> <p>An ideal proposal will demonstrate:</p> <ul style="list-style-type: none">• Proposer is a Certified Business; and/or• Proposer has a comprehensive plan to recruit and partner with Certified Businesses and has already engaged Certified Businesses as a part of the project team.	Maximum Points Available: 5
<p>E. Experience</p> <p>Describe 5 projects of similar scope and size, which proposing firm has completed on time, on budget and to a high-quality standard. Provide the project start and end dates, client and cost.</p> <p>Provide the team proposed to perform the work and each member's relevant experience and resume.</p>	Maximum Points Available: 5

<p>If subcontracting a portion of the work: Describe 3 projects of similar scope subcontractor completed on time, on budget and to a high-quality standard, including project start and end dates, clients and cost. Provide for all subcontractors.</p> <p>An ideal proposal will demonstrate: Proposer must have experience and a proven track record with school districts of similar, or larger, size. Proposer must have experience and a proven track record with contracting with diverse, suburban or urban public school districts. Documented evidence that supports the impact of the Science of Reading within those districts aligned to educator and student outcomes.</p>	
<p>F. Implementation Timeline and Deliverables</p> <p>An ideal proposal will use project management strategies in order to communicate an effective implementation timeline (i.e., trainings, deliverables, onsite/virtual support) and deliverables of service.</p> <p>If subcontractors are being used, please also include their implementation timeline and deliverables.</p>	<p>Maximum Points Available: 5</p>
<p>G. Past Performance</p> <p>Were the projects described in 3.3.E completed on time and on budget? If not, why not?</p> <p>On Attachment C, provide 3 positive, supporting references for the projects named above.</p> <p>Provide 3 supporting letters of recommendation from previous clients. Such letters should address: ability to meet deadlines, accuracy of estimates and quality of work.</p> <p>An ideal proposal will demonstrate: Experience with leading systems implementation, improvement and sustainability.</p>	<p>Maximum Points Available: 10</p>
<p>H. Proposed Key Staff and Staff Experience; Staff Capacity</p> <p>Describe the capacity of your firm to perform the scope of work provided in section 2.</p> <p>List the key staff proposed to perform the Work. Describe the role of each key staff member proposed and the percentage of his or her time which will be allotted to the project.</p> <p>Provide the resume of each key staff person proposed. Or: Describe the experience of the key staff and how he/she is ideally suited to his/her role on the project.</p> <p>Identify any portion of the scope of services which is proposed to or may be performed by a subcontractor. Identify the subcontractor(s) and the nature of the work to be performed.</p> <p>An ideal proposal will demonstrate: The key persons named in proposer's proposal are qualified to perform the work described in this RFP and in the proposal, and proposer will assign these key persons to perform the work if the Reynolds School District awards a contract to proposer for these services.</p>	<p>Maximum Points Available: 5</p>
<p>I. Functional Specifications (Software specific)</p>	<p>Maximum Points Available: 5</p>

<p>An ideal proposal will demonstrate: Ability to track adult and student progress.</p>	
<p>J. Technical Specifications (Software specific)</p> <p>See attached Functional and Technical Specifications Checklist (Attachment XX)</p> <p>An ideal proposal will demonstrate: Ability to show data at various levels, student, building, and district. Software should meet district platform specifications.</p>	<p>Maximum Points Available: 5</p>
<p>K. Software, versioning and upgrades (Software specific)</p> <p>What is the upgrade cycle of the proposed software?</p> <p>What operating systems does the software support?</p> <p>How are upgrades documented?</p> <p>State the number of software versions currently supported. Provide supporting documentation for supported versions.</p> <p>What version do you propose for this scope of work and why? Are other clients currently using this version - why or why not? What was the first go live date of the proposed software in this version in full implementation and not in a beta test environment?</p> <p>List the clients currently utilizing the proposed version. This means the system is implemented and is not in a beta test environment.</p> <p>What enhancements, bugs or other issues will you be addressing in the next upgrade?</p> <p>Provide a roadmap of future upgrades for the next two years.</p> <p>An ideal proposal will demonstrate: Ability to integrate with districts current operating system.</p>	<p>Maximum Points Available: 5</p>
<p>L. Ongoing Support and Maintenance (Software specific)</p> <p>Describe the level of ongoing support and service provided clients including parameters around helpdesk support and guaranteed response times.</p> <p>An ideal proposal will demonstrate: ability to provide up to date maintenance support of software.</p>	<p>Maximum Points Available: 5</p>
<p>M. Training (Software specific)</p> <p>An ideal proposal will demonstrate: Timeline for implementation of software and training of software for all parties involved.</p>	<p>Maximum Points Available: 5</p>
<p>N. Implementation Plan (Software specific)</p> <p>An ideal proposal will demonstrate: Data integration timeline and plan. Provide training on the software.</p>	<p>Maximum Points Available: 5</p>

<p>O. Price Proposal (or Fee, or Rate Proposal)</p> <p>Provide fee as specified in Attachment D.</p> <p>Price proposal will be evaluated with lowest overall proposal cost receiving full points, with all other proposals receiving cost evaluation points proportionately fewer than the maximum based upon the difference from the lowest total proposal cost.</p> <p>Can note any specifics to the scoring (e.g. each item will receive a fraction of the total, evaluator scores will be summed and averaged, lowest score/proposer score=% difference=% difference in points)</p> <p>Changes to locked portions of Attachment D may result in Proposal rejection.</p> <p>Detailed costs for services (e.g. hourly rate, estimated expenses and any miscellaneous charges) must be submitted.</p>	<p>Maximum Points Available: 5</p>
<p>Written Evaluation Criteria Total</p>	<p>Total Points Available: 75</p>

3.3.2 Presentation Evaluation Criteria	
Q. Proposed Key Staff and Experience; Staff Capacity, Subcontracting Evaluate longevity and the diversity of key staff experiences in a variety of school models. What roles are subcontractors playing? What is their experience? Will their role be more primary or secondary?	Maximum Points Available: 10
R. Add additional Evaluation Criteria as Necessary Overall methodology, platform, equity stance	Maximum Points Available: 5
S. Add additional Evaluation Criteria as Necessary Implementation plan, Timeline, online product, Deliverables	Maximum Points Available: 5
Interview Evaluation Criteria Total	Total Points Available: 20

3.3.3 Demonstration Evaluation Criteria (Generally Software Specific)	
A. Ease of Use Provide software for testing in a sandbox environment. Provide District direct access to a demonstration site allowing the District to fully test the features and functionality of the system.	Maximum Points Available: 5
B. Functional Specifications	Maximum Points Available:
Written Evaluation Criteria Total	Total Points Available: 5

3.4 Proposal Submission

Electronic Submittal

Submit electronically to procurement@rsd7.net, all required sections of the Proposal must be submitted electronically.

Hardcopy Submittal

No hardcopy submittals will be accepted.

4 Proposal Evaluation and Award

4.1 Clarification of Responses

In the event that one or more proposals are in need of clarification, the District will request such clarification in writing and will afford the Proposer(s) contacted an opportunity to respond in kind, with the necessary clarification.

4.2 Proposal Evaluation

The evaluation process of this RFP will be comprised of only a written proposal evaluation or a written proposal tier (Tier 1) and an interview/presentation tier (Tier 2).

An Evaluation Committee, consisting of not less than three individuals, shall evaluate the proposals. Each evaluator will independently evaluate and score proposals in accordance with the Evaluation Criteria. The District will assign evaluators the Evaluation Committee at its discretion. The District may assign certain evaluators specific Evaluation Criteria, in alignment with the evaluator's expertise.

The District may appoint separate evaluation teams for each tier of the evaluation process.

Proposers will be evaluated using the criteria listed above in Section 3. Award will be made to the best overall Proposer, with the highest averaged score.

The findings of the evaluation committee will be summarized, and the award recommendation will be noted. The Procurement Specialist will notify all Proposers of the award recommendation.

4.2.1 Tier 2: Invitation for Interview

- a) The District may invite all Proposers in the Competitive Range to an interview with the Evaluation Committee.
- b) No additions, deletions or substitutions may be made to proposals during the interview/presentation that cannot be viewed as clarification.

4.2.2 Tier 2: Interview Evaluation

- a) Each evaluator shall independently score and then rank the interview in accordance with the Interview Evaluation Criteria.

4.2.3 Best and Final Offers

- a) At its sole discretion, the District may require Best and Final Offers.
- b) In the event District requires Best and Final Offers, it shall establish a common date and time by which eligible Proposers must submit such Best and Final Offers. The District shall evaluate Proposals as modified by the Best and Final Offer, and on the basis of the Evaluation Criteria.
- c) If a Proposer does not submit a Best and Final Offer or a notice of withdrawal, the Proposer's original proposal shall be construed as its Best and Final Offer.

4.2.4 References

The District reserves the right to investigate references, including customers other than those listed in a Proposer's submission. This inquiry may include without limitation, investigation of past performance of any Proposer with respect to its successful performance of similar projects, compliance with specifications and contractual obligations, completion or delivery of a project on schedule, and its lawful payment of employees and subcontractors.

4.3 Notification of Intent to Award

The District shall post its Intent to Award notification on <https://www.reynolds.k12.or.us/rfps>.

4.4 Negotiable Items

4.5 Negotiation

- a) After the District has issued the Notice of Intent to Award, the District will commence serial negotiations with the highest-ranked eligible Proposer.
- b) At any time during negotiations, the District may terminate negotiations with the highest ranked Proposer, or the eligible Proposer with whom it is currently negotiating if the District believes that:
 - i. The eligible Proposer is not negotiating in good faith; or
 - ii. Further negotiations or negotiations with the eligible Proposer will not result in the parties agreeing to the terms and conditions of the final Contract in a timely manner.
- c) If the District terminates negotiations with an eligible Proposer, the District may then commence negotiations with the next highest-ranked eligible Proposer.
- d) The District reserves the right to negotiate final contract terms with the selected Proposer(s) to the fullest extent allowed by law and as in the best interest of the District.

5 Solicitation Terms and Conditions; Protest of Solicitation or Award

5.1 Proposer Cost of Response Preparation

Proposers will bear sole responsibility for all costs incurred in preparing and providing their proposals in response to this RFP.

5.2 Submitted Materials are District Property

All materials submitted for any portion of a Proposal in response to this RFP, will become the property of the District and will not be returned to proposers.

5.3 Proposal Validity

Proposals will remain valid as irrevocable offers for a period of 90 days following the Proposal submission deadline.

5.4 Solicitation Cancellation, Rejection of a Proposal or All Proposals

The District may cancel the Procurement or reject any or all Proposals in accordance with ORS 279B.100.

The District is not liable to any Proposer for any loss or expense caused by or resulting from the cancellation of a solicitation or rejection of a Proposal.

5.5 Disputes

In case of any doubt or difference of opinion as to:

- a) The items or service to be furnished under this RFP, or
- b) The interpretation of the provisions of the RFP, the decision of the District will be final and binding upon all parties.

5.6 Publicity

News releases relating to this RFP will not be made without prior approval by, and in coordination with, the District Communications Department.

5.7 Preference for Recycled Materials

The District will give preference for Recycled Materials as set forth in ORS 279A.125 if:

- a) The Recycled Product is available;
- b) The Recycled Product meets applicable standards
- c) The Recycled Product can be substituted for a comparable non-recycled product; and
- d) The Recycled Product's costs do not exceed the costs of non-recycled products by more than 5%, or a higher percentage if the District makes such a written determination.

5.8 Performance within state of public printing, binding and stationary work

- a) Except as provided in subsection (b) of this section, all printing, binding and stationery work, including the manufacture of motor vehicle registration plates and plates required to be affixed to motor carriers, for the state or any county, city, town, port district, school district, or other political subdivision thereof, will be performed within the state. All requests for proposals and all contracts for such work shall so stipulate.
- b) The work referred to in subsection (a) of this section may be performed outside the state if it is established that:
 - i. The work cannot be performed within the state;
 - ii. The lowest price for which such work can be procured within the state exceeds the charge usually and customarily made to private individuals and corporations for work of similar character and quality; or
 - iii. All proposals for the work, or any part thereof, are excessive and not reasonably competitive.

5.9 Confidentiality

- a) The District is subject to the Oregon Public Records Law (ORS 192.311 to 192.478), which requires the District to disclose all records generated or received in the transaction of District business, except as expressly exempted in ORS 192.345, 192.355, or other applicable law. Examples of such exemptions are: trade secrets (ORS 192.345 (2)) and computer programs (ORS 192.345 (15)).
- b) The District will not disclose records submitted by a proposer that are exempt from disclosure under the Oregon Public Records Law, subject to the following procedures and limitations:
 - i. The Proposer shall mark all proposal pages containing the records it has determined as confidential under Oregon Public Records Law and shall segregate those pages in the following manner:
 - a. Such pages will be clearly marked "Confidential" on each page of the confidential document.
 - b. Proposer will separate confidential pages from its other Proposal pages by providing the confidential pages to the District in a separate envelope or package.
 - c. In its proposal, Proposer will cite the specific statutory exemption in Oregon Records Law exempting such pages from disclosure.
 - d. Items 5.9 (a) and 5.9(b) will prevail in the event these provisions conflict with formatting or response instructions elsewhere in this document.

- e. Proposers may not mark an entire Proposal confidential. Should a proposal be submitted in this manner, the District will hold no portion of the proposal as confidential, unless such a portion is segregated as per 5.9 (b) and is determined exempt from Oregon Public Records Law.
- c) Notwithstanding the above procedures, the District reserves the right to disclose information that the District determines, in its sole discretion, is not exempt from disclosure or that the District is directed to disclose by the Multnomah County District Attorney or a court of competent jurisdiction.
- d) Prior to disclosing such information, the District will make reasonable attempts to notify the proposer of the pending disclosure.

5.10 Protests

5.10.1 Protest of Solicitation or Contract Documents

- a) Any Proposer wishing to protest this RFP or any provision, specification or contract term herein, must submit such questions, comments or protests to:
- b) The Procurement Contact listed on the first page of this RFP.
- c) The deadline for submitting such protests no less than 10 days before the RFP closes.

5.10.2 Content of Solicitation Protest

The prospective Proposer's written solicitation protest must include all of the following:

- a) Sufficient information to identify the solicitation that is the subject of the protest;
- b) The grounds that demonstrate how the procurement process is contrary to law or how the solicitation document is unnecessarily restrictive, is legally flawed, or improperly specifies a Brand Name;
- c) Evidence or supporting documentation that supports the grounds on which the protest is based; and
- d) A statement of the desired changes to the Procurement process or the solicitation document that the prospective Proposer believes will remedy the conditions upon which the prospective Proposer based its protest.

5.10.3 Protest of Contract Award

- a) Adversely affected Proposers who wish to protest the Competitive Range, proposal rejection as non-responsive, the Intent to Award a contract, may do so providing:
 - i. The Proposer is adversely affected because the Proposer would be eligible to be awarded the contract in the event that the protest were successful: and
 - ii. The reason for the protest is:
 - iii. All higher-scored proposals are non-responsive;
 - iv. The District has failed to conduct the evaluation of Proposals in accordance with the criteria or processes described in the solicitation materials;
 - v. The District has abused its discretion in rejecting the protestor's Proposal as non-responsive or;
 - vi. The District's evaluation of Proposals or the District's subsequent determination of Award is otherwise in violation of Reynolds School District Public Contracting Rules or the Public Contracting Code.

- vii. All protests must be in writing and physically received by the Procurement Specialist or designee no later than 2:00 PM Pacific Daylight Time on the seventh (7th) calendar day after the posted Notice of Intent to Award. Address protest to the Procurement Contact on the first page of this RFP.
- viii. Protests must specify the grounds for the protest including the specific citation of law, rule, regulation, or procedure upon which the protest is based. The judgment used in scoring by individual evaluators is not grounds for protest.
- ix. Protests not filed within the time specified in paragraph vii. above, or which fail to cite the specific law, rule, regulation, or procedure upon which the protest is based shall be dismissed. An issue that could have been raised by request for clarification or protest of specifications as provided in 5.10.1 is not grounds for protest.

6 Contract Terms and Conditions

6.1 Contract Award and Term

The contract award and term are as noted under Section 1 of this RFP.

6.2 Reynolds School District Contract

Proposers are advised to thoroughly review and familiarize themselves with the District sample standard contract incorporated as Attachment A.

The successful proposer will be invited to enter into a contract using the form attached hereto as Attachment A.

Any contract resulting from this RFP shall be based on the RFP documents and in compliance with Reynolds School District Public Contracting Rules and the Public Contracting Code.

6.3 Insurance

Proposers are advised to carefully review the insurance requirements contained in the sample standard contract.

6.3.1 Insurance Certificates

Contractor will promptly provide Certificates of Insurance at the District's request.

6.4 Asbestos Abatement

The Contractor or subcontractor is not required to possess an asbestos abatement license per ORS 468A.710.

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

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

Contractor: _____

WITNESSETH:

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

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

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

1099 Withholding Exemption:

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

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

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

3. Contract Term:

This Contract becomes effective on: _____

Unless terminated earlier as provided below, this Contract shall continue through: _____

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

a. The entire, agreed-upon compensation for the services to be performed under this contract is: \$ _____

**Use additional sheets if needed.*

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

What is the total estimated compensation? \$ _____

Additional description of pay, if applicable:

If it appears during the course of this contract that the actual compensation will exceed the estimated amount, the Contractor shall notify the RSD Finance Department in writing. No payment in excess of the total estimated compensation shall be paid unless the Contractor has notified the Finance Department of the increase in time required to complete the services and received approval from the Finance Department to perform services up to the newly approved contract time.

Exhibits: As a condition to receiving the compensation above, the Contractor shall provide, in addition to the services stated above, the following additional documents or reports relating to the service performed: *(Check all that apply)*

☐ Exhibit A: Statement of Work ☐ Exhibit B: Contractor's Proposal ☐ Exhibit C: Insurance Requirements

☐ Other (please describe): _____

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

5. If total compensation is in excess of \$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

income tax, Social Security, worker's compensation, or employment insurance. RSD shall not have the right to direct or control the manner of Contractor's performance. RSD expressly disclaims any acts by its employees who attempt to direct or control Contractor's manner of performance; Contractor shall notify RSD should any RSD employee make an attempt to exercise direction or control over Contractor.

8. Contractor covenants and warrants to RSD that Contractor is an independent business, has performed such services for others in the past or is now performing such services for others, and is skilled and duly qualified to provide the services required under this Agreement.
9. This provision is required by statute. In addition to applicable federal and state laws, ORS 279B.220 requires that Contractor shall:
 - a. Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract.
 - b. Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract.
 - c. Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof on account of any labor or material furnished.
 - d. Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

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

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

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

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

Certificate of Insurance. Upon RSD request, Contractor shall furnish to RSD a current certificate of insurance for each of the above coverages within 48 hours of RSD request. Each certificate must state the relevant deductible or retention level. For general liability coverage, the certificate must state that RSD, its agents, officers, volunteers, board members, and employees are additional insureds with respect to Contractor's services provided under this Contract. The certificate must specify an additional insured endorsement, and Contractor shall attach a copy of the endorsement to the certificate. If requested by RSD, Contractor shall also provide complete copies of insurance policies to RSD for review.

- 14.** Contractor acknowledges that RSD is a public entity, and that persons or entities contracting with public entities are subject to certain state or federal law, rules, or regulations. To the extent any state or federal law, rule, or regulation is applicable to this Agreement, it is hereby incorporated by reference as if stated herein. It shall be Contractor's responsibility to become acquainted with the applicable laws, rules, and regulations, and Contractor shall indemnify and defend RSD in the event Contractor fails to comply with any applicable state or federal law, rule, or regulation.
- 15.** Successors in Interest. This Contract shall bind and inure to the benefit of the parties, their successors, and approved assigns, if any.
- 16.** No Third-Party Beneficiaries. RSD and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract provides any benefit or right, directly or indirectly, to third parties unless they are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.
- 17.** Hours of Labor. This provision is required by statute. As required by ORS 279B.020(5), 279B.235(3), and 279C.540(6), for Contractor's employees subject to Oregon employment laws:
 - a. Maximum Hours: Employees shall be paid at least time and a half pay for all time worked in excess of 40 hours in any one week and for work performed on Saturdays, Sundays, New Year's Day (Jan. 1), Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (first Monday in September), Thanksgiving Day (fourth Thursday in November), and Christmas Day (December 25).
 - b. Exemption: The requirements of Section 15(a) do not apply to individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.
 - c. Notice to Employees: Contractor must give notice in writing to its employees who perform work on this Contract, either at the time of hire or before commencement of work on this Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.
- 18.** Time Limitation on Claim for Overtime. This provision is required by statute. For Contractor's employees subject to Oregon employment laws and as required by ORS 279C.545, any worker employed by Contractor shall be foreclosed from the right to collect for any overtime provided in ORS 279C.540 unless a claim for payment is filed with Contractor within 90 days from the completion of this Contract, providing Contractor has: (1) Caused a circular clearly printed in boldfaced 12-point type and containing a copy of this section to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place that is readily available and freely visible to workers employed on the work, and (2) Maintained such circular continuously posted from the inception to the completion of this Contract on which workers are or have been employed.
- 19.** Hazardous Materials. Contractor shall notify RSD before using any products containing hazardous materials to which RSD employees, students, or the general public may be exposed. Products containing hazardous materials are those products defined by Oregon Administrative Rules, Chapter 437. Upon RSD request, Contractor must immediately provide Material Safety Data Sheets to RSD for all materials subject to this provision.
- 20.** Errors. Contractor shall perform any and all additional work necessary to correct errors in the work required under this Contract without undue delays or additional cost to RSD.
- 21.** Access to Records; Contractor Financial Records. Contractor agrees that RSD and its authorized representatives are entitled to review all Contractor books, documents, papers, plans, and records, electronic or otherwise ("Records") directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain all Records, fiscal and otherwise, directly relating to this Contract in accordance with generally accepted accounting principles so as to clearly document Contractor's performance. Following final payment and termination of this Contract, Contractor shall retain and keep accessible all Records for a minimum of three years, or such longer period as may be required by law, or until the conclusion of any audit, controversy, or litigation arising out of or related to this

Contract, whichever date is later.

- 22. Ownership of Work Products.** Contractor agrees that any and all goods or services provided by or developed for RSD are intended as “works made for hire” by Contractor for RSD. As a work made for hire, all work products (including intellectual property) created by the Contractor, as part of Contractor’s performance under this Contract shall be the exclusive property of the RSD. If any such work products contain Contractor’s intellectual property that is or could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants RSD a perpetual, royalty-free, fully-paid, non-exclusive, and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, and use or re-use, in whole or in part, and to authorize others to do so, all such work products. RSD claims no right to any pre-existing work product of Contractor provided to RSD by Contractor in the performance of this Contract, except to copy, use, or re-use any such work product for RSD use only.
- 23. Work Performed on RSD Property.** Contractor shall comply with the following:
- a. Identification: When performing work on RSD property, Contractor shall be in appropriate work attire (or uniform, if applicable) at all times. If Contractor does not have a specific uniform, then Contractor shall provide identification tags and/or any other mechanism the RSD in its sole discretion determines is required to easily identify Contractor. Contractor and its employees shall (i) display on their clothes the above-mentioned identifying information and (ii) carry photo identification and present it to any RSD personnel upon request. If Contractor cannot produce such identification or if the identification is unacceptable to RSD, RSD may provide, at its sole discretion, RSD-produced identification tags to Contractor, with costs to be borne by Contractor.
 - b. Sign-in Required: As required by schools and other RSD locations, each that day Contractor’s employees are present on RSD property, those employees must sign into the location’s main office to receive an in-school identification/visitors tag. Contractor’s employees must display this tag on their person at all times while on RSD property.
 - c. No Smoking: All RSD properties are tobacco-free zones; Contractor is prohibited from using any tobacco product on RSD property.
 - d. No Drugs: All RSD properties are drug-free zones as enforced by local law enforcement.
 - e. No Weapons or Firearms: Except as provided by statute and RSD policy, all RSD properties are weapons- and firearms-free zones; Contractor is prohibited from possessing on its persons or in its vehicles any weapons or firearms while on RSD property.
- 24. Unsupervised Contact with Students.** This provision is required by statute. “Unsupervised contact” with students means contact that provides the person opportunity and probability for personal communication or touch with students when not under direct RSD supervision. As required by ORS 326.603, Contractor shall ensure that Contractor, any subcontractors, and their officers, employees, and agents will have no direct, unsupervised contact with students while on RSD property. Contractor will work with RSD to ensure compliance with this requirement. If Contractor is unable to ensure through a security plan that none of its officers, employees, or agents or those of its subcontractors will have direct, unsupervised contact with students in a particular circumstance or circumstances, then Contractor shall notify RSD before beginning any work that could result in such contact. Contractor authorizes RSD to obtain information about Contractor and its history and to conduct criminal background checks, including fingerprinting, of any Contractor officers, employees, or agents who will have unsupervised contact with students. Contractor shall cause its employees and/or subcontractors, if any, to authorize RSD to conduct these background checks. Contractor shall pay all fees assessed by Oregon Department of Education for processing the background checks. RSD may deduct the cost of such fees from a progress or final payment to Contractor under this Contract, unless Contractor elects to pay such fees directly. If Contractor has unsupervised contact with students, Contractor acknowledges District’s obligations related to reporting of child abuse and sexual conduct. If there are reports or allegations of sexual conduct or abuse involving one of Contractor’s employees, Contractor agrees to immediately remove that employee from providing services to the District. Contractor will follow District’s requests for removal of such employees following a report or allegation. Contractor will cooperate in any investigation being conducted by District, law enforcement, DHS, ODE and/or TSPC. Contractor has received information regarding abuse and sexual conduct and District will provide current information to Contractor on an annual basis.
- 25. Confidentiality; FERPA Redislosure.** Family Education Rights and Privacy Act (“FERPA”) prohibits the redislosure of confidential student information. Except in very specific circumstances, Contractor shall not disclose to any other party without prior consent of the parent/guardian any information or records regarding students or their families that Contractor may learn or obtain in the course and scope of its performance of this Contract. Any redislosure of confidential student information must be in compliance with the redislosure laws of FERPA. Contractor is not to redisclose information without prior written notification to and written permission of RSD.

- 26. Security.** Any disclosure or removal of any RSD matter or property by Contractor shall be cause for immediate termination of this Contract. Contractor shall bear sole responsibility for any liability including, but not limited to, attorney fees resulting from any action or suit brought against RSD because of Contractor's willful or negligent release of information, documents, or property contained in or on RSD property. RSD hereby deems all information, documents, and property contained in or on RSD property privileged and confidential.
- 27. Employee Removal.** At RSD's request, Contractor shall immediately remove any Contractor employee from all RSD properties in cases where RSD in its sole discretion determines that removal of that employee is in RSD's best interests.
- 28. Remedies.** In case of Contractor breach of this Contract, RSD shall be entitled to any other available legal and equitable remedies. In case of RSD breach, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.
- 29. Controlling Law; Venue.** The parties agree that Oregon law will govern any dispute related to this Contract, and any litigation arising out of the Contract shall be conducted in courts located in Multnomah County, Oregon.
- 30. Amendments; Renewal.** Any amendments, consents to or waivers of the terms of this Contract must be in writing and signed by both parties. The parties may renew this Contract by their signed, written instrument.
- 31. Counterparts.** The parties may execute this Contract in counterparts, each of which constitutes an original and all of which comprise one and the same Contract. Counterparts may be delivered by electronic means.
- 32. Entire Agreement.** When signed by both parties, this Contract (and any attached exhibits) is their final and entire agreement. As their final and entire expression, this Contract supersedes all prior and contemporaneous oral or written communications between the parties, their agents, and representatives. There are no representations, promises, terms, conditions, or obligations other than those contained herein.
- 33. Notices.** All notices or demands of any kind required or desired to be given by RSD or Contractor must be in writing and shall be deemed delivered upon depositing the notice or demand in the United States mail, certified or registered, postage prepaid, addressed to the respective party at the addresses herein.
- 34.** This contract may be terminated by either party with a 30-day written notice. The RSD can immediately terminate the Agreement if the Contractor and/or any of the Contractor's employees or agents endanger the health or safety of RSD students or employees.
- 35. Standards.** Contractor shall meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services.
- 36. Performance.** Should the Contractor fail to perform the scope of work or meet the performance standards of the RFP and/or contract, the Contracting Agency may (a) reduce or withhold payment under the contract, (b) require the Contractor to perform, at the Contractor's expense, any additional work necessary to perform the scope of work to meet the performance standards established under the contract, and/or (c) to declare a default of the resulting Contract, to terminate the resulting Contract, and to seek damages and other relief available under the resulting Contract and/or applicable law.
- 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)

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

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

Attachment B Proposer Certifications

NOTE TO PROPOSER: Each proposal must include a copy of a signed original of this attachment that has been signed by an authorized representative of proposer.

Proposals that do not include a scanned signed copy of this attachment will be rejected as nonresponsive.

Proposer represents that each of the following statements is accurate at the time the proposer submits its proposal. Proposer warrants that each of the following statements will remain accurate for a period of 120 days following submission of proposer's proposal and, if proposer's proposal is accepted, each statement will remain accurate throughout the term of any contract between proposer and the Reynolds School District.

1. The key persons named in proposer's proposal are qualified to perform the work described in this RFP and in the proposal, and proposer will assign these key persons to perform the work if the Reynolds School District awards a contract to proposer for these services.
2. Proposer has not colluded or consulted with any other proposer or potential proposer in the preparation and submission of this proposal.
3. Proposer agrees to be bound by the terms and pricing of its proposal, including all attachments to it.
4. The person signing this certification is authorized by proposer to act on behalf of and to make the representations in this certification on behalf of the proposer.
5. Proposer does not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation or national origin, nor has proposer or will proposer discriminate against a subcontractor in awarding a subcontract because the subcontractor is a minority, women or emerging small business enterprise certified under ORS 200,055.
6. Proposer has read and understands all instructions, specifications, and terms and conditions contained in the RFP and any addenda to it, and the Reynolds School District is not liable for any claims or subject to any defenses asserted by proposer based upon, resulting from, or related to, proposer's failure to comprehend all requirements of the RFP.
7. If the Reynolds School District awards a contract to proposer, proposer will diligently perform the contract according to its terms.
8. Each of the foregoing representations is accurate and is incorporated into any contract between the Reynolds School District and the proposer for the delivery of the services.

Proposer Name: _____

By: _____

Title: _____

Date: _____



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

RFP FORM
REFERENCES
RFP: READING PROGRAM

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.

Attachment D



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

RFP FORM
PRICE PROPOSAL
RFP: READING PROGRAM

Total Estimated Cost: _____
Project Management: _____
Subcontractors: _____
Software: _____
Software Technology Support: _____
Other: Please itemize on an additional page

Proposer Signature:

Signature _____ Title _____

Company _____ Date _____

Street Address _____ City/State/Zip _____

Phone _____ Fax _____

Email address _____

Oregon State Unified Business Identifier Number (UBI) _____

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

Federal Tax Identification Number _____

Vendor's financial terms _____

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