



**REQUEST FOR PROPOSAL
Solicitation # 24-0208-01
E-Rate Services**

Proposals due Thursday, March 7, 2024, 2:00pm PST

Proposals and supporting documentation are to be submitted to:

procurement@rsd7.net

Contact Information

Steve Blum, Procurement Specialist
Reynolds School No. 7, Purchasing Office
1204 NE 201st Ave
Fairview, OR 97024

procurement@rsd7.net
503-661-7200 x3433

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REQUEST FOR PROPOSAL

General Information

Notice is hereby given that proposals will be accepted for the following items and/or services by Reynolds School District No. 7:

Materials/Service	Date	Time	Location
E-Rate Services	March 7, 2024	2:00 p.m. PST	Reynolds School District No. 7 (email)

Vendors who demonstrate an ability to meet the enclosed requirements, specifications, and timelines are invited to submit a proposal as specified herein.

Method of Award

RSD7 intends to enter into one or more one (1) year professional service agreement(s) to start after June 30, 2024. Agreements may be extended for up to four (4) additional one (1) year periods, at the option of RSD7, after an annual evaluation of services.

Proposal Submission

Each Proposer shall submit a proposal in specified file format by email to procurement@rsd7.net. Electronic proposal must be received via email no later than March 7, 2024 2:00 p.m. PST. Proposals delivered after the deadline will not be accepted. Proposals submitted will remain confidential in nature until Notice of Intent to Award has been issued by RSD7. Proposer shall submit offer using the attachments provided in accordance with the instructions provided herein. Proposer’s Signature Page form shall be completed and signed by a person authorized to bind the Proposer.

Questions and comments regarding this Request for Proposal, its terms and conditions should be directed to Steve Blum, Procurement Specialist, at procurement@rsd7.net or 503-661-7200 x3433. Please review the enclosed document carefully.

Timeline

Deadline	Event
February 8, 2024	Issue Request for Proposal
February 15, 2024	Mandatory Walk-through
February 16, 2024	RFP questions due
February 20, 2024	Release of Addendum to RFP, if appropriate
March 7, 2024 (2 p.m.)	Proposals Due (email)
March 7, 2024 (3 p.m.)	MS Teams Public Opening
March 12, 2024	Notice of Intent to Award (email to each Proposer)
March 20, 2024 (12:00 p.m.)	End of Protest Period
March 22, 2024	Contracts signed

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RSD7 will make every effort to administer the proposal process in accordance with the Timeline. However, RSD7 reserves the right to modify the proposal process and dates as deemed appropriate.

SECTION 1 INSTRUCTION TO PROPOSERS

These instructions outline the offer submission procedures, evaluation of offers, and the award of a contract. The term “RSD7” refers to the Reynolds School District No. 7. The terms “Proposer” and “Bidders” refers to any entity submitting an offer in response to this solicitation. The term “Vendor” refers to any Proposer(s) awarded a contract.

1.1 Solicitation review

Proposer must carefully review this document and is responsible for knowing and understanding the terms and conditions included in or applicable to this document. Unless defects, ambiguities, omissions, or errors are brought to RSD7’s attention in advance of the date the proposal is due, protests or appeals based on such defects, ambiguities, omissions, or errors will not be favorably considered.

1.2 Change, clarification, or protest

Proposers may request changes or clarification to, or must protest the contract terms and conditions or the specifications of, the RFP. Proposer’s comments must be e-mailed to and received by RSD7 by the date listed on the Timeline to allow enough time for issuance of an addendum, if required. Such comments shall include:

- A detailed statement of the legal and factual grounds for the change, clarification, or protest; and
- A description of the resulting prejudice to the proposer; and
- A statement of the form of relief requested or any proposed changes to the contract terms and conditions or specifications.

All proposals are to remain valid for sixty (60) days from the due date. RSD7 shall not consider a proposer’s request for change or protest after RFP due date and time. RSD7 shall provide notice to the applicable proposer if it entirely rejects the request or protest. If RSD7 agrees with the proposer’s request or protest, in whole or in part, RSD7 shall issue an addendum reflecting its determination.

1.3 Addenda

Changes or additions to RFP documents shall be accomplished by written addenda. Addenda shall be issued prior to the RFP due date to allow proposers sufficient time to consider the changes or additions in preparing their offers. Proposer shall acknowledge receipt of all addenda issued on the enclosed signature page attachment. At its discretion, RSD7 may extend the RFP due date and time to allow proposers time to analyze and adjust to any changes. Proposers are responsible to make inquiry as to any addenda issued.

1.4 Modification or withdrawal

Proposers may modify or withdraw a submitted proposal only prior to the RFP due date and time. A modification or withdrawal shall be submitted by an authorized representative and shall state the action requested (e.g., the modified offer supersedes the prior offer; the submitted offer is withdrawn).

1.5 Submitting proposals

Proposers are solely responsible for delivering the offer in the designated manner to the designated delivery point prior to the RFP due day and time.

Each Proposer shall submit the following: One original proposal in specified format by email to procurement@rsd7.net.

Proposal must be received no later than March 7, 2024 at 2:00 pm PST, at which time and place acceptance of proposals will be closed. Proposals delivered after the deadline will not be accepted. Proposal submitted will remain confidential in nature until a notice of intent to award has been issued by RSD7.

- **Email submission to procurement@rsd7.net with a subject line of E-Rate Services: [Proposer's Name].**
- **Attachments should be in specified format and be named as follows: E-Rate Services: [Proposer's Name] [Attachment Name]**
- **Submitted email submissions will not be opened until the RFP due date and time.**

See Item 1.18 Confidentiality for submission of items requested to be exempt from Oregon Public Records Law and disclosure.

1.6 Submittal requirements

See **SECTION 7 PROPOSAL SUBMITTAL PROCEDURES** for proposal submittal procedures for complete submittal requirements.

1.7 Receiving offers

- Each offer will be electronically time-stamped by RSD7's server and email system with the date and time it was received. A reply email will confirm receipt of the email by District.
- Offers shall be held unopened and until the RFP due date and time. RSD7 shall not be responsible for the premature opening or failure to open an offer that is not properly addressed or identified.
- Failure to submit proposals in the specified format shall be considered just cause for rejection of the proposal at the sole discretion of RSD7.
- When the proposal due date and time has passed, RSD7 will cause the proposals to be opened and recorded. The number of proposals received, the identity of proposers, or the contents of a proposal will not be disclosed to the public until all proposals are evaluated and recommendation for award has been determined.

1.8 Late proposals

Proposals received after the specified due date and time shall not be considered and shall be held unopened by RSD7 until after the award of the contract. RSD7 shall make no concessions regarding postal service or any other form of conveyance of the offer document even when timely delivery of the offer fails through no fault of the proposer. RSD7 reserves the right to, at its discretion, consider offers delayed or mishandled by RSD7.

1.9 Offer acceptance

- By signing and returning a proposal, the proposer acknowledges it has read and understands the terms and conditions contained in the request for proposal document

and that it accepts and agrees to be bound by the terms and conditions of the request for proposal document.

- A proposer's offer shall be firm, irrevocable, valid, and binding on the proposer for not less than 60 days from the proposal due date and time unless otherwise specified. RSD7 may request either orally or in writing that a proposer extends the time for acceptance.

1.10 Cancellation/rejection of offers

- RSD7 may cancel the solicitation if such cancellation is in the best interest of RSD7. RSD7 may reject for good cause any offer:
 - That is not in compliance with the prescribed RFP procedures and requirements; or
 - Upon RSD7's written determination, it is in the public interest to do so; or
 - If the proposer is not responsible, e.g., the proposer has failed to perform under some other contract of a similar nature with RSD7; or
 - When the proposer fails to supply or offer security or performance bonds, specifications, samples, descriptive literature, references, etc., when such is required or requested; or
 - When the proposer fails to include acknowledgement of all addenda issued.

1.11 Mistakes by proposer

RSD7 has the authority to waive any and all minor deviations, informalities, or inadvertent nonjudgmental mistakes on any offer. Such mistakes must be a matter of form, rather than substance, which is clearly evident regarding the offer or an insignificant mistake that can be waived or corrected promptly without prejudice to other proposers or RSD7. Errors in judgment made in an offer by a proposer shall not be waived.

1.12 Responsive/Responsible proposer

A responsive proposal is one that conforms in all material respects to the RFP. RSD7 reserves the right to waive technicalities or minor informalities in determining a Proposer's responsiveness. A responsible Proposer is a person or firm that has the capability in all respects to perform fully the contract requirements, as well as the tenacity, perseverance, expertise, integrity, reliability, capacity, facilities, equipment, staff, and credit that will assure good faith performance.

1.13 Clarification of responses

RSD7 reserves the right to request clarification of any item in a 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, which includes electronic format such as email. 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.

1.14 References

References are required as part of the response to this solicitation. Please refer to ATTACHMENT B: REFERENCES for required references to be provided with proposal submissions. Failure to provide references as specified shall be grounds for rejection of proposal. RSD7 reserves the right to investigate references including customers other than those listed in proposer's submission. Investigation may include past performance of any

proposer with contractual obligations its completion or delivery of a project on schedule, and its lawful payment of employees and workers.

1.15 Negotiation with awarded Vendor

RSD7 reserves the right to negotiate final contract terms with the awarded Vendor to the fullest extent allowed by law and as in the best interest of RSD7.

1.16 Collusion

A Proposer submitting a Proposal hereby certifies that no officer, agent or employee of RSD7 has a pecuniary interest in this Proposal; that the Proposal is made in good faith without fraud, collusion or connection of any kind with any other Proposer and that the Proposer is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.

1.17 Recycled materials and sustainable products and processes

- Use of recycled materials. Vendor shall use recycled and recyclable products to the maximum extent economically feasible during the performance of the contract.
- Preference for recycled materials. As required by law, RSD7 shall prefer materials or supplies manufactured from recycled materials if the recycled product is available, and it meets the requirements set forth in the specifications.
- Sustainable practices and products. RSD7 supports and encourages the use of sustainable products by Vendor. To contribute to a clean environment for present and future generations, Vendor shall utilize sustainable products to the maximum extent feasible during the performance of this contract. Products and practices utilized by Vendor shall be based upon long-term environmental impact, social costs, and operational cost.

1.18 Confidentiality

RSD7 is subject to the Oregon Public Records Law (Oregon Revised Statutes (ORS) 192.311 to 192.431), which requires RSD7 to disclose all records generated or received in the transaction of RSD7 business, except as expressly exempted in ORS 192.345, 192.355 or other applicable law. Examples of exemptions that could be relevant include trade secrets (ORS 192.345 (2)) and computer programs (ORS 192.345 (15)). RSD7 will not disclose records submitted by a proposer that are exempt from disclosure under the public records law, subject to the following procedures and limitations.

If proposer submits information deemed confidential, a separate copy of the proposal package should be emailed to procurement@rsd7.net and titled "E-Rate Services RFP: [Proposer Name], REDACTED".

All pages containing the records the proposer claims are exempt from disclosure shall be marked "confidential" and segregated in the following manner:

- It shall be clearly marked in bulk and on each page of the confidential document.
- Where this specification conflicts with other formatting and response instruction specifications, this specification shall prevail.

- Where such conflict (in c. above) occurs, the proposer is instructed to respond with the following: “Refer to confidential information enclosed.”
- The statement above shall be inserted in the place where the requested information was to have been placed.

Proposers who desire that additional information be treated as confidential must mark those pages as “confidential”, cite a specific statutory basis for the exemption, and the reasons why the public interest would be served by the confidentiality. The entire RFP cannot be marked confidential, nor, shall any pricing. Should an RFP be submitted in this manner, no portion of it can be held as confidential unless that portion is segregated in the above manner and meets the above criteria.

Notwithstanding the above procedures, RSD7 reserves the right to disclose information that RSD7 determines, in its sole discretion, is not exempt from disclosure or that RSD7 is directed to disclose by RSD7 attorney, appropriate government body, or a court of competent jurisdiction. Prior to disclosing such information, RSD7 will notify the proposer. If the proposer disagrees with RSD7’s decision, RSD7 may, but is not required to enter into an agreement not to disclose the information so long as the proposer bears the entire cost, including reasonable attorney’s fees, of any legal action, including any appeals, necessary to defend or support a no-disclosure decision.

Proposers are cautioned that cost information submitted in response to an RFP is generally not considered a trade secret under Oregon Public Records Law. If the Proposal fails to identify the portions of the Proposal that Proposer believes are exempt from disclosure, Proposer is deemed to have waived any later claim of an exemption or request for non-disclosure of that information.

Application of the Oregon Public Records Law shall determine whether any information is actually exempt from disclosure. Proposer is advised to consult with legal counsel regarding disclosure issues.

RSD7 will not be liable for any disclosure or release of information that Proposer considers to be exempt from disclosure if required by applicable law or court order. RSD7 shall also be immune from liability for disclosure or release of information under the circumstances set out in ORS 646.473(3).

1.19 Method of award

- The contents of the proposal of the successful proposer will become contractual obligations if an award is made. Failure of the successful proposer to accept any contractual obligations may result in cancellation of the award.
- A contract shall be awarded only to the responsible Proposer that submits the highest scoring and most responsive proposal which meets and complies with all solicitation requirements as determined by the evaluation factors, provided that the proposal is reasonable, and it is in the best interest of RSD7 to accept it.
- A notice of intent to award (NIA) will be provided via email to each proposer after the evaluation process is complete.

1.20 Proposer preference

In determining the lowest responsible proposer, RSD7 shall, for the purpose of awarding the contract, add a percent increase on the offer of a non-resident proposer equal to the percent, if any, of the preference given to that proposer in the state in which the proposer resides. Each proposer must identify whether the proposer is a “resident proposer” as defined in ORS 279A.120(1).

1.21 Evaluation and award

Evaluation:

- RSD7 shall review offers to determine whether an offer is responsive and/or a proposer is responsible. RSD7 will award a contract only to a responsible proposer with a responsive offer.
- RSD7 may set forth special evaluation criteria (other than price) SECTION 4 INTRODUCTION AND BACKGROUND INFORMATION and SECTION 5 STATEMENT OF WORK, SERVICES, AND SPECIFICATIONS that will be used to determine the successful proposer. No offer shall be evaluated for any criteria not disclosed herein.
- Unless expressly authorized, proposers shall not make their offer contingent upon RSD7’s acceptance of any specifications of contract terms that conflict with or are in addition to those in this proposal.

Award:

- After the evaluation process is complete, RSD7 shall provide written notice to all proposers of RSD7’s intent to award the contract (Notice of Intent to Award – NIA).
- RSD7’s award shall not be final until the latter of the following:
 - Seven (7) days after the date of the NIA, unless otherwise provided; or until RSD7 provides a written response to all timely-filed protests (if any) denying the protest and affirming the award. See the Aggrieved Proposer clause for more on protest.

1.22 Aggrieved proposers

Any adversely affected proposer may submit a written protest of RSD7’s Notice of Intent to Award (NIA). Protest(s) must be received no later than 12:00 noon on the seventh (7th) calendar day after the NIA is published.

- A proposer is only adversely affected if the proposer is eligible for award of the contract. The protesting proposer must claim that the selected proposer is ineligible for award:
- Because their offer was non-responsive; or
- RSD7 committed a substantial violation of a provision in the RFP document or of an applicable administrative rule and the protesting proposer was unfairly evaluated and would have, but for such substantial violation, been the selected proposer.
- The written protest must include the name of the person submitting the protest, the name of the proposer represented by that person, the specific RFP including the solicitation number that is being appealed, and a detailed explanation of the reasons (facts of evidence) for the appeal.
- RSD7 shall not consider a protest that is submitted after the established time period.

- The aggrieved proposer must serve all other proposers with notice of its protest to allow for rebuttal.
- Failure to submit a protest to RSD7 as provided herein constitutes a waiver by the aggrieved proposer of any objections to the NIA.
- Disagreement with the bidding process is not justification for protest.
- Protest decision. Upon receipt of any protest, the Support Services Director or Designee shall review the protest and submit a written decision to the protester within fourteen (14) calendar days of the date of receipt of the protest. The affected proposer must take further protest to the School Board. The aggrieved proposer must notify the Support Services Director in writing before such action is taken.

1.23 Prices

Prices quoted must be exclusive of federal, state, and local taxes. If the proposer believes that certain taxes are payable by RSD7, the proposer may list such taxes separately, directly below the unit prices for the affected item.

1.24 Acceptance period

All offers submitted shall remain in force for a period of sixty (60) days in order to provide time for evaluation of offers received and approval of proposed awards. RSD7 shall request in writing any extension of this sixty (60) day acceptance period.

1.25 Proposal preparation costs

RSD7 is not liable for any costs incurred by the proposer in preparation of the proposal.

1.26 Contract funding

Award in part or in whole is contingent upon available funding. In the event adequate funds are not appropriated and allocated by RSD7's Board of Directors, RSD7 reserves the right to cancel fixed quantity, multi-year term, or requirements contracts at no penalty.

Contract award is contingent on E-rate funding. Any contract will be contingent upon the approval of the district's application for E-Rate funding and governing board approval. The Universal Service discount mechanism for schools and libraries, commonly known as the E-Rate program, administered by the Universal Service Administrative Co. (USAC) for the Federal Communications Commission will fund a portion of this RFP. This proposal will be funded only if approved by USAC and if USAC appropriates the funds. RSD7 reserves the right to fund (proceed with project or purchase) or not to fund, regardless of E-rate approval.

1.27 Conflicting terms

In the event that the Introduction and Background Information (SECTION 4) and Services Sought and Statement of Work (SECTION 5) conflict with the General Provisions (SECTION 2) or the Instructions to Proposers (SECTION 1), the Introduction and Background Information and Services Sought and Statement of Work and shall take precedence.

1.28 Safety

Vendor shall comply with all application provisions of the Occupational Safety and Health Act throughout the duration of the specified work.

SECTION 2 GENERAL PROVISIONS

2.1 Acceptance

Signature on a Contract shall constitute Acceptance of the offer including all the terms and conditions specified in the solicitation. Receipt of a fully executed Contract shall cause initiation of performance by the Vendor. Acceptance is limited to the terms stated herein. Any additional or different terms and conditions proposed by the Vendor are rejected unless expressly agreed to in writing by an authorized representative of RSD7's Purchasing Department.

2.2 Independent Vendor Status

Vendor shall certify status as an independent Vendor and nothing herein is to be construed as establishing an employer-employee relationship.

2.3 Other Vendors

RSD7 may undertake or award other contracts for additional or related work, and the Vendor shall fully cooperate with such other Vendors and with any RSD7 employees concerned with such additional or related work and shall coordinate its performance under this contract with such additional or related work. The Vendor shall not commit or permit any act that will interfere with the performance of work by any other Vendor or by RSD7 employees.

2.4 Subcontracts and Assignment

Vendor shall not subcontract, assign, delegate, or transfer any of its duties, rights, or interests under this Contract without the prior written consent of RSD7. RSD7 may withhold such consent for any or no reason. If the RSD7 consents to an assignment or subcontract, then in addition to any other provisions of this Contract, Vendor shall require any permitted subcontractor to be bound by all the terms and conditions of this Contract that would otherwise bind Vendor. The parties agree that any such subcontracts shall be construed as matters solely between Vendor and its subcontractor and shall not have any binding effect on RSD7.

2.5 Payments for Services

Payment shall be made monthly, following RSD7's review and approval of Vendor's detailed monthly invoices and acceptance of the Services, including all reports, designs, certificates, and documents covered by the invoice. Payment for all Services performed and Reimbursable Expenses shall not exceed the amount awarded.

2.6 No Third Party Beneficiaries

RSD7 and Vendor 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.

2.7 Successors in Interest

The provisions of this Contract shall be binding upon and inure to the benefit of the parties and their successors and approved assigns, if any.

2.8 No Authority to Bind RSD7

Vendor has no authority to bind or obligate the other or to enter into contracts or agreements on behalf of RSD7. This agreement does not create a partnership, joint venture or agency between the parties.

2.9 No Modification

The terms and conditions contained in this Contract may not be added to, modified, superseded, or otherwise altered except by a written modification signed by an authorized representative of RSD7's Purchasing Department.

2.10 Escalation

Any price or cost adjustments shall be submitted by the Vendor no less than 60 days prior to the time in which such increases are to become effective. RSD7 reserves the right to reject any modifications of the contract unacceptable to the RSD7. Prices must be held firm for the first 12 months of the contract.

2.11 Changes

RSD7 may, at any time, and from time to time by written order from its Purchasing Department to the Vendor, make changes in any one or more of the following: (a) method of shipment or packing; and (b) time and/or place of delivery, including adding or changing delivery locations and to increase or decrease the number of deliveries to delivery locations; and (c) the quantity of items ordered. If such change causes an increase or decrease in the price of the Order or the time required to perform, an equitable adjustment shall be made and the Order modified in writing accordingly. Any claim by the Vendor hereunder must be asserted in writing within fifteen (15) days from the date the change is ordered. Whether made pursuant to this clause or by mutual agreement, changes shall not be binding upon RSD7, except when confirmed in writing by a member of RSD7's Purchasing Department.

2.12 Nonperformance

As used in this Contract, "failure to perform" means failure, for whatever reason, to deliver goods and/or perform work as specified and scheduled in this Contract. If Vendor fails to perform under this Contract, then RSD7, after giving seven days' written notice and opportunity to cure to Vendor, has the right to complete the work itself, to obtain the contracted goods and/or services from other contractors, or a combination thereof, as necessary to complete the work. Both parties agree that Vendor shall bear any reasonable cost difference, as measured against any unpaid balance due Vendor, for these substitute goods or services.

2.13 Termination for Convenience

RSD7 may terminate a contract, in whole or in part without showing cause upon giving written notice to the Vendor. RSD7 shall pay all reasonable costs incurred by the Vendor up to the date of termination. Vendor will not be reimbursed for any anticipatory profits, which have not been earned up to the date of termination.

2.14 Termination for default

2.14.1 RSD7 may, at its option, terminate or cancel any agreement, for any material violation of the provisions of the agreement. Such provisions generally include, but are not limited to:

- Standard terms and conditions included in all contracts:

- Product or service specifications
- Delivery or completion requirements; or
- Pricing and price escalation/de-escalation clauses

2.14.2 RSD7's termination of an agreement or of a Vendor's performance shall not restrict or abrogate any other remedy available to RSD7 that is provided either by law or under the agreement, unless other remedies are expressly limited by the terms of the agreement.

2.14.3 Unless otherwise agreed upon in the agreement, RSD7 will provide Vendor written notice of its intent to terminate the agreement or Vendor's performance. If Vendor provided a performance and payment bond, the surety shall also be provided with a copy of the notice of termination. Unless otherwise provided in the agreement, the notice shall include:

- The effective date of termination,
- The grounds for termination,
- Notice of the time (if any) in which RSD7 will permit Vendor to correct the failure to perform.

2.15 Bankruptcy

RSD7 may terminate this agreement in whole or in part by written or telegraphic notice:

- If Vendor shall become insolvent or makes a general assignment for the benefit of creditors; or
- If a petition under any bankruptcy act or similar statute is filed by or against Vendor and is not vacated within ten (10) days after it is filed. Termination under this clause shall be in accordance with "termination for default" clause.

2.16 Remedies

In case of Vendor breach, the parties agree that the RSD7 is entitled to any available legal and equitable remedy. In case of RSD7 breach, the parties agree that Vendor's remedy is limited to Contract termination and receipt of Contract payments to which Vendor is entitled.

2.17 Ownership of Work Product

Vendor agrees that all work products created or developed for RSD7 by Vendor pursuant to this Contract are intended as "works made for hire" and shall be the exclusive property of RSD7. If any such work products contain Vendor's intellectual property that is or could be protected by federal copyright, patent, or trademark laws, Vendor hereby grants RSD7 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. RSD7 claims no right to any pre-existing work product of Vendor provided to RSD7 by Vendor in the performance of this Contract, except to copy, use, or re-use any such work product for RSD7 use only.

2.18 Hazardous Materials

Vendor shall notify RSD7 before using any products containing hazardous materials to which RSD7 employees, students, or the general public may be exposed. Products containing hazardous materials are those products defined by Oregon Administrative Rules, Chapter 437. Upon RSD7 request, VENDOR must immediately provide Material Safety Data Sheets to RSD7 for all materials subject to this provision.

2.19 When Work is performed on RSD7 Property (Including Schools)

Vendor shall comply with the following:

- 2.19.1 Identification. When performing work on RSD7 property, Vendor and Vendor's employees shall be in appropriate work attire (or uniform, if applicable) at all times. When required by schools and other RSD7 locations, each day Vendor and/or Vendor's employees are present on RSD7 property, they must sign in at the location's main office and obtain an identification/visitor tag. Vendor and/or Vendor's employees must display this tag on their person at all times while on RSD7 property.
- 2.19.2 No Smoking. All RSD7 properties are tobacco-free zones; Vendor and/or Vendor's employees are prohibited from using any tobacco product on RSD7 property.
- 2.19.3 No Drugs, Weapons, or Firearms. All RSD7 properties are also drug-free, weapons-free and firearms-free zones; Vendor and/or Vendor's employees are prohibited from possessing on their persons or in their vehicles any drug, weapon or firearm while on RSD7 property. The Vendor shall include a clause containing the substance of this clause in all subcontracts hereunder.
- 2.19.4 No Unsupervised Contact with Students. Unsupervised contact with students means contact with students that provide the person opportunity and probability for personal communication or touch when not under direct supervision. Vendor will ensure that Vendor, any sub-contractors, and their officers, agents and employees will have no direct unsupervised contact with students while on RSD7 property. Vendor will work with the RSD7 to ensure compliance with this requirement. If Vendor is unable to ensure through a security plan that none of its officers, agents or employees will have direct, unsupervised, contact with students in a particular circumstance or circumstances, Vendor shall so notify the RSD7 prior to beginning any Work that could result in such contact.

2.20 Background Checks

All company personnel that will be on RSD7 premises shall agree to a thorough background check, and possible random re-check. Vendor will provide the RSD7 with a list of all company personnel that will be on-site and will update/notify RSD7 Purchasing and the RSD7 HR department five days prior to new employees visiting sites.

2.21 Employee Removal

At RSD7's request, VENDOR shall immediately remove any Vendor employee, agent, representative or subcontractor from all RSD7 properties in cases where the RSD7 in its sole discretion determines that removal of that individual is in RSD7's best interests.

2.22 Confidentiality; FERPA Re-Disclosure: Family Education Rights and Privacy Act ("FERPA") Prohibits the Re-Disclosure of Confidential Student Information:

Except in very specific circumstances and as agreed in writing, Vendor shall not disclose to any other party without prior consent of the parent/guardian any information or records regarding students or their families that Vendor may learn or obtain in the course and scope of its performance of this Contract. Any re-disclosure of confidential student information must comply with the re-disclosure laws of FERPA. VENDOR is not to re-disclose information without prior written notification to and written permission of RSD7. If the RSD7 grants permission, Vendor is solely responsible for compliance with the re-disclosure under

§99.32(b). Consistent with FERPA's requirements, personally identifiable information obtained by Vendor in the performance of this Contract must be used only for the purposes identified in this Contract.

2.23 Security

Any disclosure or removal of any RSD7 matter or property by Vendor without the express written permission of RSD7 shall be cause for immediate termination of this Contract. Vendor shall bear sole responsibility for any liability including, but not limited to attorney fees, resulting from any action or suit brought against RSD7 because of Vendor's willful or negligent release of information, documents, or property contained in or on RSD7 property. RSD7 hereby deems all information, documents, and property contained in or on RSD7 property privileged and confidential.

2.24 Compliance with Federal, State and Local Laws

Vendor shall comply with all applicable Federal, State and Local laws and ordinances and all lawful orders, rules and regulations hereunder, including the applicable provisions of the Fair Labor Standards Act, the Occupational Safety and Health Act of 1970, the Federal Civil Rights Act of 1964, the Equal Employment Opportunity Act, and all regulations and standards and any amendments issued pursuant thereto. RSD7 shall have the right to terminate immediately this agreement if the Vendor fails to comply with such acts and regulations.

2.25 Compliance with Oregon Tax Laws

Vendor shall, throughout the duration of this Contract, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of Oregon Tax Laws constitutes a material breach of this Contract. Any violation entitles RSD7 to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity.

2.26 Audit

RSD7, The Oregon Department of Education, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any book, documents, papers, and records of Vendor, which are directly pertinent to this specific contract, for the purpose of making audits, examinations, excerpts, and transcriptions. Vendor must maintain all required records for three years after RSD7s make final payment and all other pending matters are closed. (2CFR 200)

2.27 Small, Minority, and Women Business

Pursuant to 2 CFR 200.321 and Oregon Revised Statute (ORS) Chapter 200, and as a matter of commitment, RSD7 encourages the participation of minority, women, and emerging small business enterprises in all contraction opportunities. RSD7 also encourages joint ventures or subcontracting with minority, women, and emerging small business enterprises. For more information, please visit <http://www.oregon4bix.com/How-We-Can-help/COBID/>. If the Contract results in subcontracting opportunities, the successful Proposer may be required to submit a completed COBID Outreach Plan prior to execution.

2.28 Non-Discrimination Clause

Vendor agrees that no person shall be subject to unlawful discrimination based on race, color, gender, religion, national origin, U.S. military veteran status, marital status, disability, source of income, political affiliation, sexual orientation or age in programs, activities, services, benefits, or employment in connection with this Contract. It is further understood that any Vendor that is in violation of this clause shall be barred from doing business with the RSD7, unless and until such time as a satisfactory showing is made that discriminatory practices have terminated and that a recurrence of such acts is unlikely.

2.29 Pay Equity

As required by ORS 279B.235, Vendor shall comply with ORS 652.220 and shall not unlawfully discriminate against any of Vendor's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. "Protected class" means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability or age. Vendor's compliance with this section constitutes a material element of this Contract and a failure to comply constitutes a breach that entitles Agency to terminate this Contract for cause. Vendor may not prohibit any of Vendor's employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person. Vendor may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits, or other compensation with another employee or another person.

2.30 Indemnification

- 2.30.1 CLAIMS FOR OTHER THAN PROFESSIONAL LIABILITY. Vendor shall indemnify, defend, save, and hold harmless Reynolds School District No. 7, its agencies, their officers, agents and employees from any and all claims, suits, actions, losses, liabilities, damages, costs and expenses, including attorney fees, of whatsoever nature, resulting from or arising out of the acts or omissions of Vendor or its subcontractors, or their respective agents or employees, under the Contract.
- 2.30.2 CLAIMS FOR PROFESSIONAL LIABILITY. Vendor shall indemnify, defend, save, and hold harmless Reynolds School District No. 7, its agencies, their officers, agents and employees from any and all claims, suits, actions, losses, liabilities, damages, costs and expenses, including attorney fees, arising out of the professionally negligent acts, errors or omissions of Vendor or its subcontractors, or their respective agents or employees, in the performance of Vendor's professional services under the Contract.
- 2.30.3 INDEMNITY FOR INFRINGEMENT CLAIMS. Without limiting the generality of Section 2.29.1 or 2.29.2, Vendor expressly agrees to indemnify, defend, save and hold harmless Reynolds School District No. 7, and its agencies, subdivisions, officers, directors, agents, and employees from any and all claims, suits, actions, losses, liabilities, damages, costs and expenses, including attorney fees, arising out of or relating to any claims that Vendor's Services, the Work Product or any other tangible or intangible items delivered to RSD7 by Vendor that may be the subject of protection under any state or federal intellectual property law or doctrine, or RSD7's use thereof, infringes any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other proprietary right of any third party; provided, that state shall provide Vendor with prompt written notice of any infringement claim. Provided, however,

Vendor shall not be obligated to indemnify, defend, save and hold harmless Reynolds School District No. 7 under this Section 2.29.3, based solely on the following: Vendor's compliance with this RFP's specifications or requirements, including, but not limited to the required use of tangible or intangible items provided by RSD7.

- 2.30.4 DEFENSE QUALIFICATION. Notwithstanding Vendor's foregoing defense obligations, neither Vendor nor any attorney engaged by Vendor shall defend any claim in the name of Reynolds School District No. 7, nor purport to act as legal representative of the district or any of its agencies, without the prior written consent of the district's legal counsel. RSD7 may, at any time at its election, assume its own defense and settlement in the event that it determines that Vendor is prohibited from defending Reynolds School District No. 7, or that Vendor is not adequately defending the district's interests, or that an important district principle or policy is at issue or that it is in the best interests of the district to do so. Reynolds School District No. 7 reserves all rights to pursue any claims it may have against Vendor if the district elects to assume its own defense.
- 2.30.5 RSD7'S ACTS OR OMISSIONS. This Section does not include indemnification by Vendor of RSD7 or their officers, agents, and employees, for the acts or omissions of Reynolds School District No. 7 or their officers, agents, and employees, whether within the scope of the Contract or otherwise.

2.31 Equal Opportunity

In accordance with Federal civil rights law and U.S. regulations and policies, prospective bidders agree during the performance of this contract, to follow the requirements of the federal Equal Opportunity Clause (Title 41 Subtitle B Chapter 60-1.4) as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another

employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law

2.32 Oregon False Claim Act

Vendor acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any action by Vendor pertaining to this Contract, including the procurement process relating to this Contract that constitutes a "claim" (as defined by ORS 180.750(1)). By its execution of this Contract, Vendor certifies the truthfulness, completeness, and accuracy of any statement or claim it has made, it makes, it may make, or causes to be made that pertains to this Contract. In addition to other penalties that may be applicable, Vendor further acknowledges that if it makes, or causes to be made, a false claim or performs a prohibited act under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against Vendor.

2.33 Ethics in Public Contracting

By submitting a proposal, Proposer certifies that their proposal is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Proposer, supplier, manufacturer or sub-Vendor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, or services.

2.34 Hours of Labor

For those employees of Vendor covered or subject to Oregon employment laws:

- 2.34.1 Persons employed under this Contract shall receive at least time and a half pay for work performed on the legal holidays specified in ORS 279A.055 and for all overtime worked in excess of 40 hours in any one week, except for individuals who are excluded under ORS 653.010 to 653.261 or under 29 USC 201 to 209 from receiving overtime.
- 2.34.2 Except as provided above, no person shall be employed for more than ten hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or where the RSD7 absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279A.055 the laborer shall be paid at least time and a half pay:
- for all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or
 - for all overtime in excess of ten hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; or
 - for work performed on Saturday and on any legal holidays specified in ORS 279B.020.
- 2.34.3 For those employees of Vendor that are covered or subject to Oregon employment laws, Vendor must, pursuant to ORS 279B.020, give notice to employees who perform work on this Contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

2.35 Time Limitation on Claim for Overtime

To the extent any of Vendor's employees are covered by the Oregon employment laws, such covered worker employed by the Vendor shall be foreclosed from the right to collect for any overtime under this contract unless a claim for payment is filed with the Vendor within 90 days from the completion of the contract, providing the Vendor has:

- Caused a circular clearly printed in blackface pica 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 which is readily available and freely visible to any or all workers employed on the work; and
- Maintained such circular continuously posted from the inception to the completion of the contract on which workers are or have been employed.

2.36 Access to Records

The Vendor agrees that the RSD7 and its authorized representatives shall have access to the books, documents, papers and records of the Vendor which are directly pertinent to the

specific contract for the purpose of making audit, examination, excerpts and transcripts. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. RSD7 shall not have access to any records or information, regardless of form, medium or method of communication that may identify individual employees, individual employee contact with the Vendor, employee counseling records, diagnoses, prognoses or treatment recommendations by the Vendor. Any information relative to employee use of the Vendor's services given to the RSD7 for the purposes of census, statistics or fiscal analysis shall be information in the aggregate and not identifiable or specific to individual employees.

2.37 Waiver; Severability

Waiver of any default or breach under this Contract by RSD7 does not constitute a waiver of any subsequent default or a modification of any other provision of this Contract. In 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 invalid.

2.38 Attorney's Fees

In the event of any action to enforce or interpret this contract, the prevailing party shall be entitled to recover from the losing party reasonable attorney fees incurred in the proceeding, as set by the court, at trial, upon appeal, or upon review.

2.39 Choice of Law

Any dispute under this agreement or related to this agreement shall be decided in accordance with the laws of the State of Oregon and litigation shall be in Multnomah County, Oregon.

2.40 Time is of the Essence

Time is of the essence in the performance of this Contract.

2.41 Amendments

Any amendments, consents to or waivers of the terms of this Contract must be in writing and signed by both parties.

2.42 Entire Contract

When signed by both parties, this Contract (and any attached exhibits or supporting documents) is the final and entire agreement. As the 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.

2.43 Notices

Any notice given in connection with this Contract shall be given in writing and shall be delivered either by hand to the signing party or by regular and certified mail to the party at the party's address stated herein.

2.44 Counterparts

This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and be

binding upon the Parties. The Parties agree that they may conduct this transaction, including any amendments or extension, by electronic means including the use of electronic signatures.

2.45 Headings

The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.

2.46 Force Majeure

Neither party shall be liable to the other for any delay or failure to perform hereunder due to flood, fire, earthquakes, civil unrest, acts of God, acts of government, terrorist acts, or other acts of political sabotage, or war where such cause was beyond the reasonable control of RSD7 or Vendor, respectively.

2.47 Electronic Signatures

The Parties agree that signatures showing on PDF documents, including but not limited to PDF copies of the Contract and amendments, submitted or exchanged via email are “Electronic Signatures” under ORS Chapter 84 and bind the signing Party and are intended to be and can be relied upon by the Parties. RSD7 reserves the right at any time to require the submission of the hard copy originals of any documents.

SECTION 3 INSURANCE REQUIREMENTS

Vendor shall obtain at Vendor's expense the insurance specified in this SECTION 3: Insurance Requirements prior to performing under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract, as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply. Vendor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in Oregon and that are acceptable to the RSD7. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Vendor shall pay for all deductibles, self-insured retention and self-insurance, if any.

1 WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

All employers, including Vendor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Vendor shall require and ensure that each of its sub-vendors complies with these requirements. If Vendor is a subject employer, as defined in ORS 656.023, Vendor shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If Vendor is an employer subject to any other state's workers' compensation law, Vendor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state sub-vendors complies with these requirements.

2 COMMERCIAL GENERAL LIABILITY

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the RSD7. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this contract, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$2,000,000 per occurrence. Annual aggregate limit shall not be less than \$3,000,000.

3 AUTOMOBILE LIABILITY INSURANCE

Automobile Liability Insurance covering Vendor's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$2,000,000 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability).

4 PROFESSIONAL LIABILITY

Professional Liability insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract by the Vendor and Vendor's sub-vendors, agents, officers or employees in an amount not less than \$2,000,000 per claim. Annual aggregate limit shall not be less than \$2,000,000. If coverage is on a claims-made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Vendor shall provide Tail Coverage as stated below.

5 EXCESS/UMBRELLA INSURANCE

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

6 ADDITIONAL INSURED

All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Contract must include an additional insured endorsement specifying the Reynolds School RSD7 No. 7, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Vendor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 04 13 or equivalent.

7 WAIVER OF SUBROGATION

Vendor shall waive rights of subrogation which Vendor or any insurer of Vendor may acquire against the RSD7 or State of Oregon by virtue of the payment of any loss. Vendor will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the Vendor or the Vendor's insurer(s).

8 TAIL COVERAGE

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Vendor shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Contract, for a minimum of 24 months following the later of (i) Vendor's completion and Agency's acceptance of all Services required under this Contract, or, (ii) Agency or Vendor termination of contract, or, iii) The expiration of all warranty periods provided under this Contract.

9 CERTIFICATE(S) AND PROOF OF INSURANCE

Vendor shall provide to RSD7 Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) shall list the RSD7, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this contract. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance RSD7 has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

10 NOTICE OF CHANGE OR CANCELLATION

The Vendor or its insurer must provide at least 30 days' written notice to Agency before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

11 INSURANCE REQUIREMENT REVIEW

Vendor agrees to periodic review of insurance requirements by RSD7 under this agreement and to provide updated requirements as mutually agreed upon by Vendor and RSD7.

SECTION 4 INTRODUCTION AND BACKGROUND INFORMATION

4.1 Scope

Reynolds School District No. 7 (“RSD7”) invites proposals from qualified providers to supply E-Rate Services. It is the intent of RSD7 to award contracts to one or more vendors.

The scope of this RFP is to solicit proposals from providers offering the following services:

1. Supply and install Category 6 cabling in two school buildings;
2. Supply and install single mode fiber cabling in one school building; and
3. Supply Wireless Access Points.

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

Responses and deliverables must comply with all applicable state and federal regulations, in addition to the performance standards described in this RFP. Proposer must be an eligible service provider willing to complete the necessary communications and paperwork associated with the E-rate program using the SPI billing method.

4.2 Background

The Reynolds School District No. 7 (RSD7) formed in 1954 and serves the cities of Portland, Gresham, Fairview, Wood Village, and Troutdale and is a mix of urban and rural, high tech manufacturing and farm land. RSD7 is primarily located in Multnomah County. RSD7 is a financially independent, special purpose municipal corporation exercising financial accountability for all public education within its boundaries. As of fiscal year 2024, RSD7 employs approximately 1,700 employees.

Reynolds School District No.7 has 11 elementary schools, three middle schools, one high school, one alternative high school, and five alternative programs, serving 9,500 students from a diverse geographic region and from various backgrounds. Its students speak more than 72 languages. The District also has four sponsored charter schools. Additionally, school and business partnerships exchange facilities and services for career training or other educational benefits and support.

4.3 Contract Period

The resulting Contract is anticipated to be effective by July 1, 2024 and terminate September 30, 2025.

Contingent upon RSD7’s need and Vendor’s performance, RSD7 may elect to amend the Contract for additional time as necessary. The successful Vendor shall perform its obligations through final completion of all Services required under the Contract, and through completion of all warranty work for the project, if applicable, unless the Contract is terminated or suspended.

SECTION 5 STATEMENT OF WORK, SERVICES, AND SPECIFICATIONS

5.1 Statement of Work

RSD7 seeks three areas of services related to e-rate projects: to replace some existing category 5 station cabling with Category 6 cabling, to install and extend single mode fiber to new MDF or IDF locations, and/or provide Wireless Access Points.

Proposer may provide any combination of services (e.g., provide just Cabling Services, provide Cabling Services & Fiber Services, etc.).

5.2 Performance Schedule

All services shall begin after June 30, 2024 and be completed by September 30, 2025 unless a later date is agreed to in writing.

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

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

5.5 Silence of Specification

The apparent silence of this scope of work, any specifications and any supplemental specifications as to any detail, or the apparent omission from one of these areas of a detailed description concerning any point, shall be regarded as meaning that only the best commercial and industrial practice is to prevail and that only materials and workmanship of first quality are to be used. Services not specifically mentioned in the RFP, but which are necessary to provide the functional capabilities described by the Proposer, must be itemized in the Proposal.

5.6 E-Rate Specific Requirements

Proposer must hold a valid Service Provider Identification Number (SPIN) and not be in "Red-Light Status" with the FCC. Proposer is expected to be thoroughly familiar with rules and regulations regarding the E-rate program.

5.7 Service Area Service Description and Specifications

5.7.1 Station Cabling Services & Specifications

- A. Provide new cabling and installation equivalent in functionality and performance and in the quantity requested in the specifications below.
- B. Supply, install, terminate, and test green Category 6 cable between patch panels in telecom rooms to the network jacks in locations specified at the specified schools.
- C. Repair promptly and at no additional cost to RSD7 all work not found in conformance with the intent of the proposal.
- D. Provide asbestos abatement for work being performed during installation when applicable; some school locations may contain less than 1% asbestos in certain locations.

Costs associated to any required asbestos abatement for work being performed during installation shall be included in all RFP proposals.

E. Install quantity shown below Category 6 cables at each of the following schools:

- Margaret Scott Elementary School: 1 relocated MDF, 250 new cable runs
- HB Lee Middle School: 1 relocated IDF, 60 new cable runs

F. Meet Station Cabling Specifications:

- F.1 Existing Cat5/Cat5e network cabling will be decommissioned and removed.
- F.2 New plenum rated green Category 6 cable with minimum 24AWG will be installed to all network jack locations from the corresponding telecom room in the specified schools.
- F.3 Provide green RJ45 wall jacks that fit into existing Panduit wall plates where plates exist, provide new wall plates where they do not already exist, and rack mounted modular patch panels in locations where existing patch panels are full.
- F.4 Provide Panduit modular 24-port or 48-port patch panels or equivalent compatible when there are not enough existing patch panels to terminate the new cables.
- F.5 Supply 6", 1', or 5' as length needed, green Cat6 patch cables to be used between each new data port and the network switches.
- F.6 Label all wall plates and patch panels according to RSD7 existing labeling scheme.
- F.7 Supply equipment in new condition. No refurbished or used equipment will be accepted.
- F.8 Test at each jack all Category 6 cable paths for the following parameters and meet the requirements imposed by the ANSI/TIA/EIA 568-C building wiring and the manufacture's written specification.
- F.9 The following types of conduit are approved for interior uses:
- Rigid galvanized conduit, zinc coated and manufactured in accordance with UL-6
 - Intermediate Metal Conduit (IMC), zinc coated galvanized steel to comply with UL-1242, Type J and ANSI Standards
 - Electrical Metallic Tubing (EMT), zinc-coated steel to comply with UL-797
 - Liquid tight flexible metal conduit, zinc steel core with smooth gray abrasion resistant, liquid tight, polyvinyl chloride covering (with integral ground wire wound in steel core), to comply with UL360
 - Flexible metal conduit (if approved, see below), to comply with UL360

5.7.2 Fiber Installation Services & Specifications

- A. One MDF/IDF fiber location is being moved to a new location within the building.
- B. Existing 12 strand single mode fiber cabling should be extended to the new MDF/IDF location within the school building. This will require splicing into existing fiber terminations and installation of new fiber cable to extend the fiber optic cabling to the new location.
- C. Provide asbestos abatement for work being performed during installation when applicable; some school locations may contain less than 1% asbestos in certain locations.

Costs associated to any required asbestos abatement for work being performed during installation shall be included in all RFP proposals.

D. The following schools will be included in this work:

- **Margaret Scott Elementary School: Extend 12 strands SMF to new MDF location.**

E. Meet Fiber Specifications:

- E.1 All fiber will be at least 12-strand OS1.
- E.2 All fiber runs will include two breakout panels (one at each end).
- E.3 All breakout panels will be compatible with existing BEJED FDUs.
- E.4 All connectors will be LC type.
- E.5 All field terminated intra-building fiber cables shall be installed within 1" orange inner duct and/or utilize armored fiber optic cable. Fiber shall be tight buffer and jacket ratings shall be suitable for application.
- E.6 All fiber strands shall be tested using OTDR equipment to a maximum loss of 1.0 dB/km on 1310 and 1550 nm. Any strands failing tests should be repaired or replaced at no additional cost. Testing results should be made available to RSD7 at the time of job completion.
- E.7 All equipment must be in new condition. No refurbished or used equipment will be accepted.
- E.8 Fiber shall be tight buffer and jacket ratings shall be suitable for application. The fiber will meet the specifications listed in ANSI/TIA-568-C.3 and the transmission performance parameters listed in Table 1.
- E.9 Any factory assembled fiber trunk assemblies used shall be terminated with MPO type connectors. MPO shall plug directly into factory assembled fiber cassettes that present a duplex "LC" connector.
- E.10 Fiber will be certified to perform at or better than the values listed below.

Table 1: Fiber Optic Performance

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

- E.11 Equally important is the pathway specified. When need arises to replace medium of any type the better the pathway the easier the replacement. Specifying a multi-channel pathway by means of innerduct, cell type material, or tubes facilitating blown fiber is highly recommended and should be included to allow for installation of new media without having to remove the existing media wherein at possible.

5.7.3 Wireless Access Points Services & Specifications

- A. Replace 34 existing End-of-life Ruckus R510 Wireless Access Points. Quotes should not include installation or configuration services. Installation and configuration to be performed by Reynolds staff and delivered to the Technology Services office.
- B. Vendor must provide Wireless Access Points equivalent in functionality and performance and in the quantity requested below.

- C. **Quantity: The following quantities will be needed (note delivery will be to district central office and will be installed by district staff: 34 Wireless Access Points, 5 years of support, and enterprise feature licenses.**
- D. **Meet Wireless Access Points Specifications**
- D.1 Ruckus R560 indoor wireless access point or equivalent
 - D.2 All equipment must be in new condition. No refurbished or used equipment will be accepted.
 - D.3 Each wireless access point should be compatible with existing Ruckus Virtual Smart Zone Essentials wireless controllers for remote configuration management.
 - D.4 Each wireless access point should support 2.4Ghz, 5Ghz, and 6Ghz Wi-Fi 6e 802.11ax-2021 IEEE standard.
 - D.5 Each Wireless Access Point must support 1000mbps, 2.5Gbps or more copper Ethernet uplink port(s).
 - D.6 Each Wireless Access Point must support POE+ or greater for powering the wireless access point.
 - D.7 Equipment pricing must include appropriate licenses to use all enterprise functions and features, including but not limited to, manufacturer support for 5 years.
 - D.8 Manufacturer-provided lifetime hardware warranty.

SECTION 6 PROPOSAL EVALUATION PROCEDURES

6.1 Introduction

This section prescribes the mandatory format for the proposal presentation. The purpose of this format is to ensure uniformity of the information from each Proposer and to aid in clear understanding and evaluation of each proposal. Failure to submit a proposal in accordance with the provisions of this Section may be grounds to declare the proposal non-responsive. Failure to provide any information requested may result in rejection of your proposal.

6.2 Proposal Rejection

RSD7 reserves the right:

- **to reject any or all proposals not in compliance with all public procedures and requirements.**
- **to reject any proposal(s) not meeting the specifications set forth herein.**
- **to waive any or all irregularities in proposals submitted.**
- **to consider the competency of Proposers in making any award.**
- **to follow the provisions of the Attorney General Model Procurement Rules, in the event two or more proposals are for the same amount for the same work.**
- **to reject all proposals.**
- **to award any or all parts of any proposal.**
- **to request references and other data to determine responsiveness.**

6.3 Selection and Evaluation Process

Proposal will be reviewed by a committee to determine which one best meets the needs of RSD7. After meeting the mandatory requirements, the proposals will be evaluated for their technical and cost responses. The review committee will make a recommendation to RSD7 for their consideration. The firm(s) and Reynolds school District No. 7 will enter into a contract incorporating the terms and conditions of this RFP document and the Proposer's response.

Proposers taking exception to any contract terms must indicate the same in their proposal or exceptions will be deemed waived.

At RSD7’s option, during proposal review, Proposer may be contacted to clarify or elaborate on the proposal, but will in no way be provided an opportunity to change any fee amount originally proposed. RSD7 staff may also contact any references listed on proposals.

6.4 Evaluation Criteria

RSD7 has chosen to implement a point system to make awards. Proposals will be reviewed initially for completeness and compliance with the requirements of this RFP. Those proposals which are incomplete, which do not meet all requirements of the RFP, or otherwise deemed by the RSD7 to be “non-responsive” will be rejected. Proposals considered complete, or “responsive”, will be reviewed further to determine if they comply with the administrative, contractual, and technical requirements of the RFP. If the proposal is unclear, Proposer may be asked to provide written clarification. The following scoring system will be used in determining which of the proposers will most closely meet the best interests of RSD7. There is a possible score of 100 points.

Proposers are cautioned to provide in their proposals as much detail as possible pertaining to their capabilities and experience providing the services requested in this solicitation. Do not assume RSD7 or evaluation team is familiar with the Proposer. Concise and direct answers are encouraged. The specifications, characteristics, and requirements listed in this solicitation are in no way to be considered exhaustive. Proposals must contain the specific information and attachments requested and in the order listed below.

6.5 Evaluation Factors Matrix

Points	Criteria
40	Cost of services
35	Meets required specifications
15	Compatibility with existing systems
10	Customer Reference Evaluation (include RSD7 as applicable)
100	Total

6.6 Proposal Validity Period

Each proposal shall be irrevocable for a period of sixty (60) days from the Proposal Opening Date.

6.7 Competency of Vendor

To enable RSD7 to evaluate the competency and financial stability of a Vendor, the qualifying and accepted Vendor(s) shall, upon request, furnish such information as reasonably necessary.

6.8 Protest of Award

In accordance with the Attorney Generals Model Procurement Rules, any adversely affected Proposer has seven (7) calendar days from the date of the written notice of award to file a written protest.

6.9 Reservation in Evaluation

RSD7 evaluation committee reserves the right to either: a) request “Best and Final Offers” from the two highest scoring Vendors and award to the lowest priced or b) to reassess the proposal and award to Vendor determined to best meet the overall needs of RSD7, or c) award to multiple vendors.

6.10 Proposal Evaluation

- Working as a Committee or independently (at the discretion of RSD7) with copies of the written proposals, Evaluators will independently assign scores to each Proposal received in accordance with the evaluation criteria defined herein.
- After receipt and evaluation of the written proposals, one or more Proposer may be asked to provide an on-site presentation of their proposal and demonstration of services. If presentations are required, the RSD7 reserves the right to re-evaluate the scores for each criteria listed based on the presentation.

6.11 Public Opening

A public Opening will be held on the date and time listed in the Schedule set forth in the Timeline on Page 3 of this RFP. Only the name of the Proposer will be read at the Opening, no other information will be made available at that time.

The public Opening will be held via virtual meeting and interested parties may attend the public Opening through the following link: [Join a Microsoft Teams Meeting by ID | Microsoft Teams](#)

Meeting ID: 236 723 836 557

Passcode: cHUemk

SECTION 7 PROPOSAL SUBMITTAL PROCEDURES

7.1 Proposal Deadline

Proposals will be accepted until 2:00 p.m. PST, March 7, 2024 via email to procurement@rsd7.net. Delivery is the sole responsibility of the Proposer. Proposer accepts all risks of late delivery of emailed proposals, or of miss-delivery, regardless of fault. A proposal may be submitted by each proposing firm.

7.2 Restriction on RSD7 Contact

From the issue date of this RFP until a firm is selected, all contact with RSD7 employees or School Board members concerning the RFP must be cleared through the following RSD7 contact: Steve Blum, 503-661-7200 x3433 or procurement@rsd7.net.

7.3 Right to Reject Proposals

RSD7 reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this RFP unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the RSD7 and the firm selected. We reserve the right without prejudice to reject and all proposals.

7.4 Cost of Preparing a Proposal

The RFP does not commit the RSD7 to paying any costs incurred by any Proposer in the submission or presentation of a proposal, or in making the necessary studies for the preparation thereof.

7.5 Proposal Content and Format

All Proposal documents requiring Signature must be signed by an authorized representative of the Proposer. The Proposal documents received by RSD7 may contain "Electronic Signatures". RSD7 reserves the right at any time to require the submission of the hard copy originals of any documents included in the Proposal

To simplify and expedite the review process, RSD7 request that candidates prepare proposals using the attachments to this proposal in the order provided:

- 1) ATTACHMENT A SIGNATURE PAGE
- 2) ATTACHMENT B ADDITIONAL REPRESENTATIONS, SIGNED AND DATED
- 3) ATTACHMENT C REFERENCES, COMPLETED WITH UP TO FIVE REFERENCES)
- 4) ATTACHMENT D TAX CLASSIFICATION
- 5) ATTACHMENT E CERTIFIED DISADVANTAGED BUSINESS OUTREACH PLAN
- 6) ATTACHMENT F PAY EQUITY CERTIFICATION
- 7) ATTACHMENT G SUBCONTRACTOR LIST
- 8) ATTACHMENT H BID SHEETS—attach one or more of the following bid sheets to indicate services proposed and cost proposal:
 - ATTACHMENT H1 BID SHEET—STATION CABLING
 - ATTACHMENT H2 BID SHEET—FIBER CABLING
 - ATTACHMENT H3 BID SHEET—WIRELESS ACCESS POINTS

ATTACHMENT A SIGNATURE PAGE

The undersigned proposes to furnish all supplies or perform all work as listed in the Statement of Work, for the price(s) stated; and that all articles supplied under any resultant contract will conform to the specifications herein, to be fit and sufficient for the purpose manufactured, merchantable, of good material, workmanship, and free from defect.

The undersigned agrees to be bound by all applicable laws and regulations, the accompanying specifications, and by RSD7 policies and regulations.

The undersigned, by submitting a proposal, represents that:

- **The Proposer has read and understands the specifications and any drawings or attachments and the Proposer is made in accordance herewith.**
- **The proposal is based upon the materials, equipment, and systems required by the specifications unless otherwise noted. Failure to comply with the specification or any terms of this Request for Proposal may disqualify the Vendor as being non-responsive.**

The undersigned certifies that the proposal has been arrived at by Proposer independently and has been submitted without any collusion designed to limit independent competition.

The undersigned certifies that he has received and duly considered all addenda to the specifications and that all costs associated with all addenda have been included in this proposal:

Addenda: No. _____ through No. _____ inclusive.

RESIDENT CERTIFICATE

The Bidder, pursuant to ORS 279A.120(1), (check one) is ___ or is not ___ a resident Bidder. If not, indicate State of residency: _____ .

We therefore offer and make this proposal on furnishing the requested product and services at the prices indicated herein in fulfillment of the specifications of Reynolds School RSD7 No. 7.

Vendor Organization Legal Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Signer Name/Title: _____

Phone Number: () _____ Email: _____

SIGNATURE: _____ DATE: _____

ATTACHMENT B ADDITIONAL REPRESENTATIONS

In addition to the foregoing general information, the Proposer certifies that:

1. Consultants and firm specialists mentioned in response to this request for proposal can only be changed with the express prior written permission of RSD7, which retains the right to approve or reject replacements.
2. The Proposer, if an individual, is of lawful age; is the only one interested in this proposal; and that no person, firm, or corporation, other than that named, has any interest in the proposal, or in the contract proposed to be entered into.
3. The Proposer, and each person signing on behalf of any Proposer, certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that to the best of their knowledge and belief:
 - The fees and rates in the proposal have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other Proposer or with any competitor;
 - Unless otherwise required by law, the fees and rates that have been quoted in the proposal have not been knowingly disclosed by the Proposer prior to the proposal deadline, either directly or indirectly, to any other Proposer or competitor;
 - No attempt has been nor will be made by the Proposer to induce any other person, partnership, or corporation to submit or not to submit a proposal for the purpose of restraining trade;
 - No School Board member or other officer, employee, or person, whose salary is payable in whole or in part from RSD7, has a direct or indirect financial interest in the proposal;
 - Said Proposer is not in arrears to RSD7 upon any debt or contract, and is not a defaulter, as surety or otherwise, upon any obligation to RSD7 and has not been declared irresponsible, or unqualified, by any department of RSD7 or the State of Oregon, nor is there any proceeding pending relation to the responsibility or qualification of the Proposer to receive public contracts, except (if none, Proposer will insert "none"): _____
4. The Proposer has examined all parts of this Request for Proposal, including all requirements and contract terms and conditions thereof, and, if its proposal is accepted, the Proposer shall execute a contract which incorporates the stated requirements, proposal response and terms and conditions.
5. The Proposer fully understands and submits its proposal with the specific knowledge that:
 - The selected proposal must be approved by the School Board.
 - In the event that the Proposer's response is accepted, the proposal will be incorporated into a contract containing general terms and conditions as provided in the Request for Proposal, and the appropriate RSD7 authority must approve the resultant contract.

Signature

The undersigned hereby certifies to the truth and accuracy of all statements, answers, and data contained in this proposal and application, and hereby authorizes Reynolds School District No. 7 to make any necessary examinations or inquiries in order to make a determination as to the qualifications and responsibility of the Proposer. The undersigned has examined all parts of this RFP and understands that it is completely discretionary with the Selection Committee whether to accept, reject, or negotiate its proposal submitted pursuant thereto.

Name of Proposer: _____

Signature of Proposer: _____

Title: _____

Date: _____

ATTACHMENT C REFERENCES

Provide the names and addresses of at least one (1) customer to whom your company has provided services similar herein. RSD7 may perform reference checks to evaluate existing service. In addition to another customer, list RSD7 if services have been provided to RSD7 in the last ten years.

PROPOSER NAME: _____

Customer Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Name/Title: _____

Phone Number: () _____ Email: _____

Customer Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Name/Title: _____

Phone Number: () _____ Email: _____

Customer Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Name/Title: _____

Phone Number: () _____ Email: _____

Customer Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Name/Title: _____

Phone Number: () _____ Email: _____

Customer Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Name/Title: _____

Phone Number: () _____ Email: _____

ATTACHMENT D TAX CLASSIFICATION

Payment information will be reported to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by the Contractor. Contractor certifies under penalty of perjury that Contractor reports to the IRS under the tax classification checked below.

- Individual/sole proprietor or single-member LLC
- Partnership
- C Corporation
- S Corporation
- Trust/estate
- Limited Liability Company: Enter classification: C= C corporation S=S corporation, P=partnership) ___
Note: Check the appropriate above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.
- Exempt Payee: Enter type of organization: _____
Note: See IRS Form W9 for types of payees exempt from backup withholding

Taxpayer Identification Number (TIN): _____

The TIN provided must match the name given above to avoid backup withholding. For individuals, this is generally your social security number (SSN). For other entities, it is generally your employer identification number (EIN).

Vendor Statement

Vendor represents and warrants that Vendor has complied with the tax laws of this state or a political subdivision of this state, including but not limited to Oregon Revised Statute (ORS) 305.620 and ORS chapters 316, 317 and 318. Vendor covenants that Vendor will continue to comply with the tax laws of this state or a political subdivision of this state during the term of this contract. Failure by the Vendor to comply with the tax laws before the execution of this Contract or during the term of this Contract is a default for which the RSD7 may terminate this Contract and seek damages and other relief available under the terms of this Contract or under applicable law.

Vendor Signature, Title

Date

ATTACHMENT E CERTIFIED DISADVANTAGED BUSINESS OUTREACH PLAN

Proposer Name: _____ Date: _____

Contact Name: _____ Telephone: _____ E-Mail: _____

“Certified Firm” means a small business certified under ORS 200.055 by the Oregon Certification Office for Business Inclusion and Diversity (COBID) as minority-owned businesses, woman-owned businesses, businesses that service-disabled veterans own, and emerging small businesses.

Certified Firms must have an equal opportunity to participate in the performance of contracts financed with state funds. By submitting its offer, Proposer certifies that it has taken, and if there are further opportunities, will take reasonable steps to ensure that Certified Firms are provided an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement.

The information submitted in response to this clause will not be considered in any scored evaluation.

1) Is Proposer an Oregon certified firm? Yes No

If yes, indicate all certification type(s): DBE MBE WBE SDV ESB and supply Oregon State Certification Number: _____

2) Include a list of Certified Firms that Proposer has had a contractual relationship with within the last two years.

3) Include a list of firms that Proposer has had a contractual relationship with within the last two years that are not Certified Firms but may be minority-owned, woman-owned, service-disabled veteran-owned or emerging small businesses.

4) Does Proposer foresee any subcontracting opportunities for this procurement? Yes No

- If no, do not complete the rest of this form and submit this first page with your Proposal.
- If yes, please complete the following page and submit all pages with your Proposal.

- 5) Describe the steps Proposer will take to solicit Certified Firms for subcontracting opportunities if awarded a contract from this procurement.

- 6) Describe the subcontracting opportunities and the approximate dollar value of each that may be available, if awarded a Contract.

- 7) Would Proposer be willing to report the identity of each subcontractor and the value of each subcontract to COBID if awarded a Contract from this procurement?

Company Name: _____

Authorized Signature: _____ Date: _____

Name of Authorized Representative: _____

Title: _____

ATTACHMENT F PAY EQUITY CERTIFICATION

A Pay Equity Certificate is required if:

- **Proposer employs 50 or more full-time workers and**
- **the prospective contract price is estimated to exceed \$500,000**

If this proposal meets the criteria above, submit a copy of the certificate with this form.

(For more information, see <https://www.oregon.gov/das/procurement/pages/payequity.aspx>)

ATTACHMENT G SUBCONTRACTOR LIST

Subcontractors listed below are approved if Proposer is awarded the contract; written approval of RSD7 is required before any other subcontractor may perform services. Additional, numbered pages outlining this portion of the Proposal may be attached if needed for listing all subcontractors. NOTE: Subcontractor’s address, telephone number, license number, and expiration date information may be omitted from this form but MUST be submitted within twenty-four hours or (1) working day, following the opening of Proposals. Subcontractor’s name, city of location, and type of work must be stated on the Proposal.

All subcontractors in excess of 0.005% of total Proposal must be listed

Proposer Name: _____

Subcontractor Name		Type of Work
Address		
Phone		
Email		
License #		
License Expiration Date		
Subcontractor Name		Type of Work
Address		
Phone		
Email		
License #		
License Expiration Date		
Subcontractor Name		Type of Work
Address		
Phone		
Email		
License #		
License Expiration Date		

ATTACHMENT H1 BID SHEET—STATION CABLING

Name of Company

SPIN NUMBER

Address

Fed. Tax ID #

Names of Proposer’s Authorized Representatives & Title

Authorized Representative Telephone & Email

Authorized Signature

Date

Bid For Station Cabling

School	Need	Cost of Materials	Labor	Total	Cost /Cable Run
HB Lee MS	1 relocated IDF, 60 new cable runs				
Margaret Scott ES	1 relocated MDF, 250 new cable runs				
TOTAL (with average cost per cable run)					

ATTACHMENT H2 BID SHEET—FIBER CABLING

Name of Company

SPIN NUMBER

Address

Fed. Tax ID #

Names of Proposer’s Authorized Representatives & Title

Authorized Representative Telephone & Email

Authorized Signature

Date

Bid For Fiber Cabling

School	Need	Cost of Materials	Labor	Total	Cost Per Fiber Run
Margaret Scott E.S.	Extend 12 strands SMF to new MDF location				
TOTAL (with average cost per cable run)					

ATTACHMENT H3 BID SHEET—WIRELESS ACCESS POINTS

Name of Company

SPIN NUMBER

Address

Fed. Tax ID #

Names of Proposer’s Authorized Representatives & Title

Authorized Representative Telephone & Email

Authorized Signature

Date

Bid For Wireless Access Points

1. Total Access Point (AP) Cost

AP Cost (ea)	Licensing (ea)	Warranty (ea)	Other	Total	Extended Cost (Total x 34)

2. Is proposed equipment Ruckus R560 or equivalent

Yes	No	Partly	Comments

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

Yes	No	Partly	Comments

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

Yes	No	Partly	Comments

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

Yes	No	Partly	Comments

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

Yes	No	Partly	Comments

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

Yes	No	Partly	Comments

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

Yes	No	Partly	Comments

9. Manufacturer provided lifetime hardware warranty.

Yes	No	Partly	Comments



Maintenance, Repairs, and Installation Contract

This Contract is between Reynolds School District (District) and the Vendor named below (Contractor).

Vendor Name: _____

Project Name: _____

The parties agree as follows:

Date of Commencement and Substantial Completion.

The date of commencement of the Work shall be _____

The Contract Time shall be measured from the date of commencement.

The Contractor shall achieve Substantial Completion of the entire Work not later than _____

Contractor's Agreement to Provide Services. Contractor agrees to provide District the Services described in Exhibit 1.

Statement of Work. Contractor shall perform the work described in Exhibit 1.

Payment for Work. The District agrees to pay Contractor in accordance with Exhibit 1 and this Contract.

Contract Documents. The Contract Documents consist of the following documents, which are listed in descending order of precedence: this Contract; exhibits to this Contract, including Exhibit 1 (Statement of Work, Compensation, Payment and Renewal Terms); Exhibit 2 [if applicable] (Insurance Requirements). A conflict in the Contract Documents shall be resolved in the priority listed above, with this Contract taking precedence over all other documents. The Contract Documents are the entire contract between the parties and shall supersede any prior representation, written or oral.

STANDARD TERMS AND CONDITIONS

- 1. Other Contractors.** The District may undertake or award other contracts for additional or related work, and the Contractor shall fully cooperate with such other contractors and with any District employees concerned with such additional or related work, and shall coordinate its performance under this Contract with such additional or related work. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by District employees.
- 2. Independent Contractor Status.** Contractor certifies it is an independent contractor.
- 3. Nonperformance.** In the event of nonperformance under this Contract, the District, after seven (7) days' written notice, shall have the right to obtain from other sources such services as may be required to accomplish the work not performed, and it is agreed that the difference in cost, if any, for said work or goods shall be borne by the Contractor. For purposes of this section, nonperformance shall be defined as failure to appear and perform work as specified and scheduled.
- 4. Escalation.** Any price or cost adjustments shall be submitted by the Contractor prior to the time in which such changes are to become effective and work is performed. The District reserves the right to reject any modifications of the Contract unacceptable to the District.

- 5. Termination.** This Contract may be terminated as follows:
- a. Termination by Mutual Agreement: The District and Contractor, by mutual written agreement, may terminate this Contract at any time.
 - b. Termination for Convenience: The District, in its sole discretion, may terminate this Contract for any reason on 30 days' written notice to Contractor.
 - c. Termination for Breach: Either the District or Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination, the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.
 - d. Termination for Failure to Maintain Qualifications: Notwithstanding paragraph 5(c), the District may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation, or non-renewal of any license, permit or certificate that Contractor must hold to provide services under this Contract.
 - e. Payment on Early Termination: Upon termination pursuant to paragraph 5, payment shall be made as follows:
 - i. If terminated under 5(a) or 5(b) for the convenience of the District, the District shall pay Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract. The District shall not be liable for direct, indirect, or consequential damages. Termination shall not result in a waiver of any other claim the District may have against Contractor.
 - ii. If terminated under 5(c) by the Contractor due to a breach by the District, then the District shall pay the Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract.
 - iii. If terminated under 5(c) or 5(d) by the District due to a breach by the Contractor, then the District shall pay the Contractor for work performed prior to the termination date provided such work was performed in accordance with the Contract, less any setoff to which the District is entitled.
- 6. 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.
- 7. Inspection and Acceptance of Work.** District shall inspect Contractor's work and advise Contractor of any deficiencies, or if there are none, that the work has been accepted. Contractor shall perform all additional work necessary to correct any deficiencies without undue delay and without additional cost to District.
- 8. Compliance With Applicable Law.** Contractor shall comply with all federal, state, and local laws applicable to the Work under this Contract, and all regulations and administrative rules established pursuant to those laws, including without limitation, the following requirements of the Oregon Public Contract Code:
- 9. Quality of Goods and Services.** Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of the highest quality. All workers and subcontractors shall be skilled in their trade. Contractor guarantees all work against defects in material or workmanship for a period of one (1) year from the date of acceptance or final payment from District, whichever is later. Contractor shall assign all manufacturers' warranties to District and all guarantees and warranties of goods supplied under this Contract shall be deemed to run to the benefit of District. Contractor shall provide District with all manufacturers' warranty documentation and operations and maintenance manuals.
- 10. Ownership of Work.** All work products created by the Contractor as part of Contractor's performance of this Contract, including background data, documentation, and staff work that is preliminary to final reports, shall be the exclusive property of the District. If any such work products contain intellectual property of the Contractor that is or could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants the District a perpetual, royalty-

free, fully paid-up, non-exclusive and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, use, re-use, in whole or in part, and to authorize others to do so, all such work products. The District shall have no rights in any pre-existing work product of Contractor provided to the District by Contractor in the performance of this Contract except to copy, use, and re-use any such work product for District use only. If this Contract is terminated by either party or by default, the District, in addition to any other rights provided by this Contract, may require the Contractor to transfer and deliver such partially completed work products, reports, or other documentation that the Contractor has specifically developed or specifically acquired for the performance of this Contract.

11. When Work Is Performed on District Property (Including Schools) Contractor Shall Comply With the Following:

- a. Identification. Contractor performing works on District property or for District shall be in full uniform at all times. Uniforms shall include shirt with company identification attached. In addition, all such persons shall carry photo identification and will present such to anyone on request. If such identification cannot be produced by Contractor, or is not acceptable to District, District may provide at its sole discretion, such identification tags to Contractor. Contractor shall bear the entire cost of producing and assigning such identification. Contractors that do not have specific uniforms for employees shall provide identification tags as described above, and/or any other mechanism the District in its sole discretion determines is required to easily identify Contractors.
- b. Sign-in Required. As required by schools and other District locations, each day of work Contractor's employees shall sign into the Main Office to receive an in-school identification/visitors tag to be displayed on the person at all times they are in the school or other location.
- c. No Smoking. Smoking or other use of tobacco is prohibited on District property.
- d. No Drugs. District property sites are designated drug-free zones enforced by the Portland Police Bureau.
- e. No Weapons or Firearms. Except as provided by Oregon statutes and District policy, weapons and firearms are prohibited on District property.

12. When Work Is Performed in or on School Sites, Contractor Shall Comply With the Following:

- a. No Unsupervised Contact with Students: "Unsupervised contact with students" means contact with students that provides the person with opportunity and probability for personal communication or touch when not under direct supervision. The Contractor will ensure that the Contractor, any Subcontractors, and their officers, agents, and employees will have no direct, unsupervised contact with students while on the District's property. The Contractor will work with the District to ensure compliance with this requirement. If the Contractor is unable to ensure through a security plan that none of its officers, agents, or employees will have direct, unsupervised contact with students in a particular circumstance or circumstances, the Contractor shall so notify the District prior to beginning any Work that could result in such contact. The Contractor authorizes the District to obtain information about the Contractor and its history and to conduct a criminal background check, including fingerprinting, of any officer, agent, or employee of the Contractor who will have unsupervised contact with students. The Contractor also agrees to cause the Contractor's employees and/or Subcontractors, if any, to authorize the District to conduct such background checks. The Contractor shall pay all fees assessed by Oregon Department of Education and the District for processing the background check. The District may deduct the cost of such fees from a progress or final payment to the Contractor under this Contract, unless the Contractor elects to pay such fees directly.
- b. Confidentiality: The Contractor will not disclose any information or records regarding students or their families that the Contractor may learn or obtain in the course and scope of the Contractor's performance of this Contract.
- c. Child Abuse and Sexual Conduct Reporting The Contractor shall comply with the child abuse reporting law (ORS 419B.005 through 419B.055) and Oregon's sexual conduct law (ORS 339.370 to 339.400) and shall immediately report to the proper state or law enforcement agency circumstances supporting reasonable cause to believe that any child has been abused or has been the subject of sexual conduct. The Contractor shall report to the principal or designated school authority the circumstances supporting reasonable cause to

believe that any child has been abused or been the subject of 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.

- 13. Employees of Contractor.** At the direction of the District, Contractor will immediately remove any employee of Contractor from all District premises where the District determines, in its sole discretion; removal of such employee would be in the best interests of the District.
- 14. Indemnification.** The parties agree to indemnify and hold harmless each other for, from and against all claims, costs, expenses (including attorney fees), losses, damages, fines, charges, actions, or other liabilities solely to the extent arising from their own intentional or negligent acts or those of their agents, contractors, or employees and, to the extent applicable, the above indemnification is subject to and shall not exceed the limits of the Oregon Tort Claims Act (ORS 30.260 through 30.300) and the Oregon Constitution. The parties intend to provide reciprocal indemnity obligations.
- 15. Insurance.** Prior to beginning the Work, the Contractor shall provide insurance in accordance with Exhibit 2, if requested by the District.
- 16. Governing Law.** The provisions of this Contract shall be construed in accordance with the laws of the State of Oregon and rules of the District, as they appear at the time of signing or any subsequent addenda. Any legal action involving any question arising under this Contract must be brought in Multnomah County Circuit Court. If the claim must be brought in a federal forum, then it shall be brought and conducted in the United States District Court for the State of Oregon.
- 17. Severability.** 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 invalid.
- 18. Merger Clause.** This Contract and the attached exhibits constitute the entire agreement between the parties. All understandings and agreements between the parties and representations by either party concerning this Contract are contained in this Contract. No waiver, consent, modification, or change in the terms of this Contract shall bind either party unless in writing signed by both parties. Any written waiver, consent, modification, or change shall be effective only in the specific instance and for the specific purpose given.
- 19. Nondiscrimination Clause.** Contractor must comply with all applicable requirements of federal and state civil rights law and rehabilitation statutes and shall not discriminate based on race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, or political affiliation in programs, activities, services, benefits, or employment.
- 20. Attorney Fees.** If a suit or action is filed to enforce any of the terms of this Contract the prevailing party shall be entitled to recover from the other party, in addition to costs and disbursements provided by statute, any sum which a court, including any appellate court, or arbitrator may adjudge reasonable as attorney fees. In the event the prevailing party is represented by "in-house" counsel, the prevailing party shall nevertheless be entitled to recover reasonable attorney fees based on the reasonable time incurred and the attorney fee rates and charges reasonably and generally accepted in the metropolitan Portland, Oregon area for the type of legal services performed.
- 21. Rule of Construction.** The rule of construction that a contract is construed against the drafter shall not apply to any dispute over the interpretation of application of the Contract.
- 22. Removal of Debris.** Contractor shall remove all trash and debris from the site for disposal. Contractor shall clean the work area and remove all trash, debris, and tools at least daily prior to leaving the job site and as needed to maintain a safe work area.

CONTRACTOR DATA AND SIGNATURE

Business Name: _____

Business Address: _____

Contractor Phone: _____

Contract Signer's Name: _____

Contract Signer's Email: _____

Federal Tax ID #: _____

Is Contractor a nonresident alien? Yes No

Business Designation (check one): Sole Proprietorship Partnership
 Corporation (for profit) Corporation (non-profit)
 Other: _____

Federal tax ID numbers or Social Security numbers are required pursuant to ORS 305.385 and will be used for the administration of state, federal, and local laws. Payment information will be reported to the Internal Revenue Service under the name and federal tax ID number or, if none, the Social Security number provided above.

I have read this Contract including the attached Exhibits. I certify that I have the authority to sign and enter into this Contract. I understand the Contract and agree to be bound by its terms.

Signature

Name

Title

Date

NOTE: Contractor must also sign Exhibit 3 and (if applicable) Exhibit 4.

REYNOLDS SCHOOL DISTRICT NO. 7 SIGNATURE

(This Contract is not binding on the District until signed by the appropriate signing authority)

Signature

Name

Title

Date

-----RSD Internal Use Only-----

Department Director Signature

Date

Account Code

EXHIBIT 1

**REYNOLDS SCHOOL DISTRICT NO. 7
PROCUREMENT AND INSTALLATION CONTRACT**

STATEMENT OF WORK, COMPENSATION, PAYMENT, and RENEWAL TERMS

1. Contractor shall perform the following work:

Provide all necessary equipment, labor and materials necessary to perform scope of work, including:

2. The maximum total payment under this Contract, including expenses, is as set forth in Section 1 of this Exhibit:

\$ _____

3. The District shall pay Contractor on the following basis: See Section 11 in the Contract.

Payments shall be made to the address below:

Street Address

City

State

Zip

4. Contractor will invoice the District for the Work as follows:

Invoices shall be submitted to the address below:

**Reynolds School District
Attn: Accounts Payable
1204 NE 201st Ave.
Fairview, OR 97024**

Or via email to:

ap@rsd7.net

5. District will pay expenses on the following terms and conditions:

6. This Contract may be renewed on the following basis:

7. The payment terms will be net 30 from the date on the invoice.

8. Invoices should at a minimum have listed:

- I. PO number
- II. RSD contract number
- III. Name of the RSD Project Manager/Contact who coordinated the work.
- IV. Dates of service performed
- V. Location where services were performed
- VI. Brief scope summary

EXHIBIT 2

**REYNOLDS SCHOOL DISTRICT NO. 7
PROCUREMENT AND INSTALLATION CONTRACT
PROJECTS CONTRACT**

INSURANCE REQUIREMENTS

Contractor shall at all times maintain in force at Contractor's expense, each insurance noted below:

Workers' Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage in accordance with ORS Chapter 656 for all subject workers. Contractor and all Subcontractors of Contractor with one or more employees must have this insurance unless exempt under ORS 656.027 (See Exhibit 4).

THIS COVERAGE IS REQUIRED. Attach Certificate of Insurance. If Contractor does not have coverage and claims to be exempt, attach Exhibit 4 in lieu of Certificate.

Professional Liability / Errors & Omissions (E&O) insurance with a combined single limit of not less than:

\$500,000, \$1,000,000, \$2,000,000 each claim, incident, or occurrence, with an annual aggregate limit of
 \$500,000, \$1,000,000, \$2,000,000. This is to cover damages caused by error, omission, or negligent acts related to professional services provided under this Contract. This coverage must be provided and remain in force for two years after the completion of the Contract.

Required by District Not required by District

Commercial General Liability insurance, on an occurrence basis, with a limit of not less than:

\$500,000, \$1,000,000, \$2,000,000 each occurrence for Bodily/Personal Injury and Property Damage, with an annual aggregate limit of \$500,000, \$1,000,000, \$3,000,000. This insurance must include contractual liability coverage.

Required by District Not required by District

Commercial Automobile Liability insurance with a combined single limit, or the equivalent of not less than:

\$500,000, \$1,000,000, \$2,000,000 each occurrence for Bodily/Personal Injury and Property Damage, including coverage for owned, hired, or non-owned vehicles.

Required by District Not required by District

Builders All-Risk insurance policy to cover the course of construction and all materials or equipment furnished or incorporated into the Work. The policy shall be equal to 100% of the contracted value of the Work, and cover all property of an insurable nature, which is either in place or intended to be used as part of the permanent structure. This insurance shall include the interest of District in the Work and shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss or damage, including without limitation and without duplication of coverage, for theft, vandalism, and malicious mischief. Losses up to the deductible amount shall be the responsibility of the Contractor.

This insurance shall be primary and not contributory to any District-provided insurance. No Work shall be performed, nor shall Contractor's equipment or materials be stored on District's premises, until a certificate evidencing such insurance has been delivered to and approved by District.

Required by District Not required by District

Additional Requirements. Coverage must be provided by an insurance company admitted to do business in Oregon or rated A- or better by Best's Insurance Rating. Contractor shall pay all deductibles and retentions. A cross-liability clause or separation of insureds condition must be included in all commercial general liability policies required by this Contract. Contractor's coverage will be primary in the event of loss.

Certificate(s) of Insurance Required. Contractor shall furnish a current Certificate(s) of Insurance to the District prior to Contract execution. The Certificate(s) shall provide that there shall be no cancellation, termination, material change, or reduction of limits of the insurance coverage without 30 days' written notice from the Contractor's insurer to the District. The Certificate(s) shall also state the deductible or retention level. For commercial general liability, the Certificate shall also provide that the District, its agents, officers, and employees are Additional Insureds with respect to Contractor's services to be provided under this Contract. An additional insured endorsement shall be attached to the certificate of insurance. No Work shall commence until the certificate and additional insured endorsement are received by the District. If requested, complete copies of insurance policies shall be provided to the District.

Reviewed by: _____

Date: _____

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