

SECTION V – ATTACHMENTS  
Attachment A  
Solicitation No: RFP-001-2023  
Network Equipment (2023 E-Rate)

**PROPOSER CERTIFICATION**

Legal Name of Proposer (Firm): \_\_\_\_\_

Physical Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Federal ID Number (EIN) or Employer’s Oregon ID Number: \_\_\_\_\_

Proposer SPIN/498ID: \_\_\_\_\_

The Proposer certifies and agrees:

1. The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer relating to: the intention to submit a Proposal, or the methods or factors used to calculate the prices Proposed.
2. The Proposer has read and understands all terms and conditions of this Solicitation.
3. The Proposer agrees to provide insurance as required in the sample Contract Terms and Conditions (see Attachments).
4. The Proposer has, or has available, the equipment, personnel, materials, equipment, facilities, and equipment as well as the technical and financial ability necessary to complete and execute all Work in a sound and suitable manner for the use specified and intended.
5. The Proposer agrees to execute the formal Contract within ten (10) days from date of Notice of Intent to Award.
6. The Proposer acknowledges that the person that signs this Certification is fully authorized to sign on behalf of the Proposer listed and to fully bind the Proposer to all conditions and provisions thereof.
7. The Proposer certifies that Proposer has complied or will comply with all requirements of local, state, and national laws, and that no legal requirement has been or will be violated in making or accepting this Proposal.
8. The Proposer, pursuant to ORS 279A.120 (1), (check one) is \_\_\_\_ / is not \_\_\_\_ a resident Proposer.  
If not, indicate State of residency \_\_\_\_\_.
9. The Proposer certifies that it has not discriminated and will not discriminate, in violation of ORS 279A.110, against any disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055 in obtaining any required subcontract.
10. The Proposer agrees to comply with Oregon tax laws in accordance with ORS 305.385.
11. The Proposer acknowledges receipt of the following addenda: (list by number and date appearing on addenda.)

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Addendum Number	Date	Addendum Number	Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Respectfully submitted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Title: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_

## REFERENCE CHECK FORM

Provide three (3) references from current or former client firms for similar projects performed for any clients within the last five (5) years. References must be able to verify the quality of previous, related Work.

**Proposer Name:**

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Reference Entity:

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Reference Contact Name:

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Contact Telephone Number:

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Contact Email Address:

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Description of Services:

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Reference Entity:

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Reference Contact Name:

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Contact Telephone Number:

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Contact Email Address:

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Description of Services:

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Reference Entity:

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Reference Contact Name:

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Contact Telephone Number:

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Contact Email Address:

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Description of Services:

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**PRODUCT SPECIFICATIONS AND PRICE SCHEDULE**

**\*All products specified by brand name below, or approved equivalent dependent on District approval.**

Description	Cisco Part #	Qty.	Unit Pricing	Extended Price
<b>C9300-48-UN (48 port 5Gig PoE+)</b>				
Catalyst 9300 48-port 5Gbps, K12	C9300-48UN-EDU	8		
1100W AC 80+ platinum Config 1 Secondary Power Supply	PWR-C1-1100WAC-P/2	8		
North America AC Type A Power Cable	CAB-TA-NA	8		
Catalyst 9300 8 x 10GE Network Module	C9300-NM-8X	8		
Network Plug-n-Play Connect for zero-touch device deployment	NETWORK-PNP-LIC	8		
1100W AC 80+ platinum Config	PWR-C1-1100WAC-P	8		
Cisco Catalyst 9300 XE 16.12	S9300UK9-1612	16		
50CM Type 1 Stacking Cable	STACK-T1-50CM	16		
Catalyst Stack Power Cable	CAB-SPWR-30CM			
C9300 Network Essentials, 48-port license	C9300-NW-E-48	8		
C9300 DNA Essentials, 48-Port Term Licenses	C9300-DNA-E-48	8		
C9300 DNA Essentials, 48-port - 3 Year Term License	C9300-DNA-E-48-3Y	8		
<b>C9300L Switches (48 port Gig PoE+)</b>				
Catalyst 9300L 48p PoE, Network Essentials ,4x10G Uplink	C9300L-48P-4X-E	173		
C9300L Network Essentials, 48-port license	C9300L-NW-E-48	173		
1100W AC 80+ platinum Config 1 Secondary Power Supply	PWR-C1-1100WAC-P/2	173		
North America AC Type A Power Cable	CAB-TA-NA	346		
C9300L Cisco DNA Essentials, 48-port license	C9300L-DNA-E-48	173		
C9300L Cisco DNA Essentials, 48-port, 3 Year Term license	C9300L-DNA-E-48-3Y	173		

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Cisco Catalyst 9300L Stacking Kit	C9300L-STACK-KIT=	173		
Catalyst 9300L Stack Module	C9300-STACK	173		
50CM Type 3 Stacking Cable for C9300L	STACK-T4-50CM	246		
3M Type 4 Stacking Cable for 9300L	STACK-T4-3M	100		
1100W AC 80+ platinum Config 1 Power Supply.	PWR-C1-1100WAC-UP	173		
Network Plug-n-Play Connect for zero-touch device deployment	NETWORK-PNP-LIC	173		
<b>*All products must be shipped F.O.B. North Clackamas School District, Technology and Information Services Department located at 4444 SE Lake Rd, Milwaukie, OR 97222, Freight Prepaid. For E-Rate reimbursements and billing concerns the District requires delivery after July 1<sup>st</sup>, 2023.</b>			<b>Total Cost:</b>	

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This agreement is between the **North Clackamas School District**, hereafter called **District**, and **XXXXX**, hereafter called **Contractor**.

**Administrators of this agreement are:**

Contractor	District
<b>Administrator:</b> <b>Title:</b> <b>Organization:</b> <b>Address:</b>  <b>Phone:</b> <b>Fax:</b> <b>Email:</b> <b>Federal ID #:</b>	<b>Administrator:</b> <b>Title:</b> <b>NCSD</b> <b>Address:</b>  <b>Phone:</b> <b>Fax:</b> <b>Email:</b>

**1. Purpose**

The purpose of this agreement is to provide the contractual details between the Contractor and District regarding the **XXXXX** in accordance with Exhibit A.

**2. Effective Date and Duration**

This agreement shall become effective on the date all required signatures are obtained. Unless earlier terminated, amended or extended, this agreement shall expire when Contractor's completed performance has been accepted by District or **XXXX**, whichever is sooner. This contract may be renewed upon mutual agreement of the parties for up to **XX (XX)** additional years.

**3. Statement of Work**

The Statement of Work, including the delivery schedule for the work, is contained in **Exhibit A** attached hereto and by this reference made a part hereof.

**4. Consideration**

A. District agrees to pay Contractor, from available and authorized funds as provided in paragraph 8, the sum of up to **\$XXXX.00** for accomplishing the work required by this agreement. The maximum, not-to-exceed compensation payable to Contractor under this agreement, which includes any allowable expenses, is **\$XXXX.00**.

B. Any interim payments to Contractor shall be made only in accordance with the schedule and requirements in **Exhibit A**.

**5. Subcontracts**

Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract, without District's prior written consent. District's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns, if any.

**6. Amendments**

The terms of this Agreement shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written amendment signed by the parties. The amendment shall be effective as of the date on which every party has signed the amendment and all requisite approvals are obtained. All amendments to this

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Agreement shall comply with applicable statutes and administrative rules.

#### **7. Termination**

A. This agreement may be terminated by mutual consent of both parties, or by either party upon thirty (30) calendar day's written notice.

B. The District may terminate this agreement effective upon delivery of written notice to the Contractor, or at such other date as may be established by the District under any of the following conditions:

1. If District funding is not obtained and continued at levels sufficient to allow for purchase of the specified services. When possible, and when agreed upon, the agreement may be modified to accommodate a reduction in funds.
2. If federal or state regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this agreement, or are no longer eligible for the funding proposed for payments authorized by this agreement.
3. If the Contractor fails to perform the work specified herein, or so fails to pursue the work as to endanger performance of this agreement in accordance with its terms, and after receipt of written notice from the District, fails to correct such failures within ten (10) days or such longer period as the District may authorize.

#### **8. Funds Available and Authorized**

The District certifies at the time the agreement is written that sufficient funds are available and authorized for expenditure to finance costs of this agreement within the District's current appropriation and limitation. Contractor understands and agrees that District's payment of amounts under this agreement attributable to work performed after the last date of the current biennium is contingent on District receiving appropriations, limitations, or other expenditure authority sufficient to allow District, in the exercise of its reasonable administrative discretion, to continue to make payments under this agreement. In the event the District fails to have sufficient appropriations, limitations, or other expenditure authority, District may terminate this agreement without penalty or liability to the District, effective upon the delivery of written notice to the Contractor, with no further liability to Contractor.

#### **9. Access to Records**

The District, and its duly authorized representatives shall have access to the books, documents, papers and records otherwise privileged under law of the Contractor which are directly pertinent to the specific agreement for the purpose of making audit, examination, excerpts, and transcript.

#### **10. Compliance with Applicable Law**

Contractor will comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Work under this Contract. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with (i) Title VI of the Civil Rights Act of 1964; (ii) Section V or the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659.425; (iv) the Fair Labor Standards Act; (v) the Occupational Safety and Health Act of 1970; (vi) all regulations and administrative rules established pursuant to the foregoing laws; and (vii) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

#### **11. Sensitive Information**

Except for information that is already a matter of public record, CONTRACTOR shall not publish or otherwise disclose, except to District or as otherwise required by law, any information or data obtained hereunder from private individuals, organizations, or public agencies in a publication wherein the information or data furnished by or about any particular person or establishment can be identified, except with the written consent of such person or

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establishment. Information concerning the business of the District, its financial affairs, and its relations with its clients and employees, as well as any other information that may be specifically classified as confidential by the District, shall be kept confidential. CONTRACTOR shall instruct its employees and subcontractors to keep such information confidential by using the same care and discretion that they use with similar information that the CONTRACTOR designates as confidential.

**12. Alcohol/Drug/Firearm Policy**

District prohibits the use of drugs, tobacco, alcohol, or firearms on District property.

**13. Indemnification**

Contractor shall defend, indemnify, and hold District, its officers, agents, and employees harmless against all liability, loss, costs, or expenses, including attorney's fees, and against all claims, actions, or judgments based upon or arising out of damage or injury (including death) to persons or property caused by any act or omission of an act sustained in any way in connection with the performance of this agreement or by conditions created thereby, or based upon violation of any statute, ordinance, or regulation. This contractual indemnity provision does not abrogate common law or statutory law liability and indemnification to District, but is in addition to such common law or statutory law provisions.

**14. Insurance**

As evidence of the insurance coverage required by this contract, the Contractor shall furnish Certificate(s) of insurance to the District before final award can be authorized. The insurance coverage required under this contract shall be obtained from acceptable insurance companies or entities. The contractor shall be financially responsible for all deductibles, self-insured retention and/or self-insurance included hereunder. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this contract:

Commercial General Liability Insurance covering bodily injury and property damage. Combined single limit per occurrence shall not be less than \$1,000,000. Each annual aggregate limit shall not be less than \$3,000,000.

Automobile Liability. Combined single limit per occurrence shall not be less than \$1,000,000. Each annual aggregate limit shall not be less than \$1,000,000.

Professional Liability. Combined single limit per occurrence shall not be less than \$1,000,000. Each annual aggregate limit shall not be less than \$1,000,000.

Abuse & Molestation. Contractor will obtain or update policy to have endorsement for abuse and molestation to the general liability insurance to the amount of \$1,000,000 with aggregate limit of \$2,000,000.

Data Security & Privacy "Cyber" Liability. Combined single limit per occurrence shall not be less than \$1,000,000. Each annual aggregate limit shall not be less than \$1,000,000.

All subject employers working under this contract are either employers that will comply with ORS 656.017 which requires them to provide Oregon workers' compensation coverage that satisfies Oregon law for all their subject workers, or employers that are exempt under ORS 656.126. [2003 c.794 §76c] In addition, Contractor will obtain, at contractor's expense, and keep in effect during the term of this contract, Employers Liability insurance with a limit of not less than \$1,000,000 per each occupational accident/disease. The Commercial General Liability and Automobile Liability insurance coverage required for performance of the contract shall include North Clackamas School District, its divisions, officers, and employees as Additional Insured but only with respect to the Contractor's activities to be performed under this contract.

**15. Independent Contractor Status**

This Contract is not intended and nothing contained herein shall be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association between District and Contractor, but is rather an agreement between independent parties, these being District and Contractor. Contractor shall provide information requested in **Exhibit B**.



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**16. Background Check Certification**

Contractor shall ensure that employees and agents with the opportunity for direct, unsupervised contact with students have successfully passed a nationwide background check. Employees or agents convicted, or arrested without resolution, of the crimes listed in ORS 342.143(3)(a), constitutes failure of the background check. Contractor must comply with all Senate Bill 155 requirements, including, but not limited to, providing District requested information for any of Contractor’s employees, volunteers, or agents, who have the potential for unsupervised contact with District students, and providing requested information for new employees, volunteers, or agents to be cleared by District before they begin work with District.

**17. COVID Waiver**

The Waiver of Liability and Hold Harmless for COVID-19 is contained in **Exhibit C** attached hereto and by this reference made a part hereof.

**18. Merger Clause**

This agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements or representations, oral or written, not specified herein regarding this agreement. Both parties, by the signature below of its authorized representative, hereby acknowledges that s/he has read this agreement, understands it and agrees to be bound by its terms and conditions.

<b>SIGNATURES</b>
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**North Clackamas School District**

**XXXXXX**

**Name:**      Gwen Chapman

**Name:**      \_\_\_\_\_

**Title:**      Director of Business Operations

**Title:**      \_\_\_\_\_

**Signature:**      \_\_\_\_\_

**Signature:**      \_\_\_\_\_

**Date:**      \_\_\_\_\_

**Date:**      \_\_\_\_\_

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**EXHIBIT A – Statement of Work**

District and XXXXX mutually express their agreement and common understanding as follows:

**Responsibilities**

1) District Responsibilities:

2) XXXXX Responsibilities:

3) Both Parties:

**Items to cover:**

- What the entities are agreeing to; activities to be performed by each and what means they shall be performed
- What the hourly rate or cost will be
- When the service is to be performed/goods delivered
- Locations
- Details about the service or good
- Apportionment for providing funds to pay for expenses incurred
- Apportionment of fees or revenue derived and manner in which, revenue should be accounted for, if applicable
- Transfer of personnel and preservation of their employment benefits, if applicable
- Transfer of possession of or title to real or personal property, if applicable

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**EXHIBIT B – Independent Contractor Certification**

**Instructions to Contractor:** To comply with Oregon rules (ORS 670.600) establishing contractor status, North Clackamas School District requires all personal services contractors to certify that they independently operate a business outside of the school district. **Please review the criteria below and initial all that apply.** NCSD cannot process your contract without this exhibit.

\_\_\_\_\_ Contractor is a registered business entity employing five or more employees and regularly offering services to the public. Registration number and state of registration: \_\_\_\_\_.

**If you initialed the preceding statement, please skip to the end of this form and certify your status by signing below. All other individuals and entities should review and initial all applicable criteria below.**

\_\_\_\_\_ I am not currently and have not been an employee of NCSD within the last 18 months.

\_\_\_\_\_ I have a registered business entity with the State of Oregon, registration number \_\_\_\_\_. (If registered with another state, provide state here \_\_\_\_\_.)

\_\_\_\_\_ I have clients not associated with North Clackamas Schools (NCSD).

\_\_\_\_\_ I typically have two or more clients, which generally represent 50% or more of my business within a 12-month period.

\_\_\_\_\_ I have obtained licenses or certificates necessary to provide the contracted services.

\_\_\_\_\_ I routinely engage in efforts calculated to obtain new contracts or provide similar services to others (beyond NCSD).

\_\_\_\_\_ I maintain a business location separate from my residence or I use a specific portion of my residence primarily for business.

\_\_\_\_\_ When necessary to complete the contracted services, I will retain the services of individuals to provide or to assist in providing the services. These individuals will be employed (hired/fired) through my business entity.

\_\_\_\_\_ I/my business retains full responsibility for the quality of services provided. To ensure the quality of work to my customers,

\_\_\_\_\_ I provide services under fixed-price contracts, where applicable.

\_\_\_\_\_ I am required to correct defective work.

\_\_\_\_\_ I warrant the services provided.

\_\_\_\_\_ I purchase liability insurance or errors and omissions insurance.

\_\_\_\_\_ I invest in my business to deliver contracted services. When required to deliver services,

\_\_\_\_\_ I purchase tools or equipment necessary to provide the services.

\_\_\_\_\_ I pay for the premises or facilities where the services are provided.

\_\_\_\_\_ I pay for licenses, certifications, or specialized training required to provide the services.

\_\_\_\_\_ I/my business will control the means and manner of providing the contracted services.

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**I certify that the initialed statements above are true and that I am engaged in an independently established business.**

**CONTRACTOR**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date

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**EXHIBIT C – Waiver of Liability and Hold Harmless for COVID-19**

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 NCS D 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.

**Vaccines.** Contractor attests that it understands that as of October 18, 2021, all of contractor’s employees and agents, who are 16 or older and who are “engaged to provide goods or services to or at a school through any formal or informal agreement, whether compensated or uncompensated...” and “providing goods or services at or for a school that includes direct or indirect contact with students” are required to be vaccinated pursuant to OAR 333-019-1030. Contractor attests that any of its employees or agents who are assigned to provide services under the terms of this Agreement has provided Contractor with either proof of vaccination showing they are fully vaccinated, or documentation of a medical or religious exception. “Proof of vaccination” means documentation provided by a tribal, federal, state or local government, or a health care provider, that includes an individual’s name, date of birth, type of COVID-19 vaccination given, date or dates given, depending on whether it is one dose or two-dose vaccine, and the name/location of the health care provider or site where the vaccine was administered. Documentation may include but is not limited to a COVID-19 vaccination record card or a copy or digital picture of the vaccination record card, or a print-out form from the Oregon Health Authority’s immunization registry. “Documentation of a medical or religious exception” means that Contractor is in receipt of a written request for a medical or religious exception, made on a form prescribed by the Oregon Health Authority, and in compliance with the requirements set forth in OAR 333-019-1030. All vaccination and exception documentation must be maintained by Contractor as per OAR 333-019-1030(14).

**Health and Safety Protocols.** Contractor understands that NCS D is permitted to require more stringent health and safety protocols than is required under the law. As such, the school retains the ability to deny access to its facilities to any contractor who does not comply with the school’s health and safety protocols.

**Positive Cases.** Any positive result of COVID-19 testing for any agent working at an NCS D site or with NCS D students will be immediately reported by Contractor to the NCS D point of contact.

**Force Majeure.** Neither NCS D 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.

**COVID-19 Termination.** NCS D may terminate this Agreement immediately and without notice if it is found that Contractor has failed to follow this Amendment, or any regulations, orders, or guidance as provided by the CDC and federal, state, and local governments.