

**Request for Proposal**  
**RFP # 2023 E-Rate RSD7 Access Layer Switches**

ISSUE DATE: January 17, 2023  
QUESTION DEADLINE: January 31, 2023  
**CLOSING DATE: March 6, 2023**  
**CLOSING TIME: 2:00 PM, Pacific Time**

**Request for Proposal**  
**RFP # 2023 E-Rate RSD7 Access Layer Switches**

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

The Reynolds School District 7 (RSD7) is inviting proposals from qualified individuals, firms, partnerships, corporations, associations, or professional organizations for proposals and quotes to supply network switches in many of our school buildings.

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

**B. PROPOSAL SUBMITTAL**

**All responses must be received by 2:00 pm, March 6, 2023.**

All proposals shall be firm offers subject to acceptance by RSD7 and may not be withdrawn for a period of 90 calendar days following the last day to submit proposals.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

It is the sole responsibility of the person submitting the proposal to ensure that it is delivered on time. Any proposal submitted after the deadline will be returned without consideration.

To submit a response to this request please **email one (1) electronic copy to [IT\\_RFP@rsd7.net](mailto:IT_RFP@rsd7.net)**. The email must be clearly marked with the proposer's name/identification and the subject must be the words:

**"PROPOSAL RESPONDING TO RFP # 2023 E-Rate RSD7 Access Layer Switches"**

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

**FOR YOUR CONVENIENCE:**

An electronic copy of this RFP can be accessed and reviewed via Reynolds School District website. URL: <https://www.reynolds.k12.or.us/rfps>.

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

For questions or comments regarding this RFP process or the RFP documents, please submit your questions or comments in writing. You may submit requests for information and/or clarification in writing until 2:00 pm January 31st, 2023. Questions must be typewritten or printed and sent to RSD7 via e-mail address [IT\\_RFP@rsd7.net](mailto:IT_RFP@rsd7.net). RSD7 shall not be obligated to answer any questions received after the above-specified deadline or any questions submitted in a manner other than as instructed above.

RSD7 will respond to questions as an RFP addendum by 5:00 pm February 23, 2023. All answers will be posted to the RFP Page <https://www.reynolds.k12.or.us/rfps>.

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

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

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

To withdraw your proposal, contact: [IT\\_RFP@rsd7.net](mailto:IT_RFP@rsd7.net)

#### **D. GENERAL INSTRUCTIONS**

1. **Scope of Contract.** Replace 111 existing Cisco 2960 access layer switches that do not support UPoE and Multi-Gigabit ethernet connections to support additional Wi-Fi bandwidth.

1. Vendor must provide Access Layer Switches equivalent in functionality and performance and in the quantity requested in the table below.

#### **1.2 Specifications**

- All equipment must be in new condition. No refurbished or used equipment will be accepted
- Dell PowerSwitch N2248PX-ON series or equivalent
- Each access layer switch should have two redundant 120/240v AC power supplies
- Each access layer switch will have 740W or more PoE+
- Each access layer switch must have 2 or more SFP+ uplink ports
- Each access layer switch will have at least 48 copper Ethernet Multi-Gigabit Ports supporting at least 100mbps, 1000mbps, 2.5G
- Individual switches can be stacked together using stacking cables to act as one managed switch “stack”, supporting at least 9 individual switches per stack
- Equipment must support ingress/egress QoS/CoS traffic classification, marking, policing, queuing, and shaping for DSCP and/or IP Precedence based traffic prioritization
- Equipment pricing must include appropriate licenses to use all ports and licensing for use with full Layer 2 switching, QoS, remote management, and stacking features
- Equipment pricing must include any required stacking modules and stacking cables

School	Quantity	Model or equivalent
Reynolds H.S.	39	Dell PowerSwitch N2248PX-ON, licenses, stacking cables
Reynolds M.S.	4	Dell PowerSwitch N2248PX-ON, licenses, stacking cables
Walt Morey M.S.	2	Dell PowerSwitch N2248PX-ON, licenses, stacking cables
H.B. Lee M.S.	4	Dell PowerSwitch N2248PX-ON, licenses, stacking cables
Fairview E.S.	17	Dell PowerSwitch N2248PX-ON, licenses, stacking cables
Glenfair E.S.	2	Dell PowerSwitch N2248PX-ON, licenses, stacking cables
Hartley E.S.	3	Dell PowerSwitch N2248PX-ON, licenses, stacking cables
Sweetbriar E.S.	3	Dell PowerSwitch N2248PX-ON, licenses, stacking cables
Troutdale E.S.	17	Dell PowerSwitch N2248PX-ON, licenses, stacking cables
Wilkes E.S.	18	Dell PowerSwitch N2248PX-ON, licenses, stacking cables
Woodland E.S.	2	Dell PowerSwitch N2248PX-ON, licenses, stacking cables
Total	111	Dell PowerSwitch N2248PX-ON, licenses, stacking cables

**1.3 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 3 years.

## **2.0 Evaluation Methodology**

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

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

- Price for all parts, labor, design, project management, programming, and shipping and handling.
- The proposal's alignment with the desired solution as described in section 1, above.

## **2.1 Evaluation Criteria**

- Price – 45%
- Understanding of Needs – 15%
- Compatibility with Existing Systems 35%
- Prior Experience – 5%

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

- A. Items not eligible for reimbursement under E-rate must be itemized in the proposal.
- B. The price must be separated by schools as well as totaled for all schools.
- C. Service Provider must provide a Service Provider Identification Number (SPIN) and meet all other qualifications for "Service Providers" as defined by USAC (<http://www.usac.org/sl/service-providers/default.aspx>).
- D. Response to Request for Proposal shall be delivered to District, on or before the day and hour set for the receipt of Response to Request for Proposal and bearing the name of the Responding Contractor. Any Response to Request for Proposal received after the scheduled closing time for receipt of Response to Request for Proposal shall be returned to the Responding Contractor unopened.
- E. Response to Request for Proposal shall include a written description of each evaluation criteria that demonstrates how proposal meets each criterion. Describe your Understanding of Needs as it relates to this RFP, describe the proposal's Compatibility with RSD7 Existing Systems, describe your Prior Experience with RSD7.

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

**5.0 Agreement.** The form of agreement for the Contract, which the successful Responding Company, as Contractor, will be required to execute is included in and forms a part of this section and the Contract documents.

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

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

**8.0 Award or Rejection of Response to Request for Proposal.** The contract will be awarded at District's sole discretion. District reserves the right to reject any or all Response to Request for Proposal and/or waive any RFP informality. It is the intent of the District to award Contract(s) either "individually", "as a whole" or "in any combination", whichever would be in the best interest of the District. Award is contingent upon timely compliance with all RFP conditions and specifications, and negotiations. Pursuant to ORS 279B, the District reserves the right to award a Contract to the qualified responder(s) whose proposal meets the evaluation standards and will be most advantageous to the District with price and all other factors considered, or to reject all Response to Request for Proposals, whichever is in the best interest of the District. The District further reserves the right to award RFP items on an individual per line item basis to one or more Responses, whichever is in the best interest of the District. The successful Responder(s) will be notified in the event of an award.

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

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

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

The Contractor shall be required to verify that they have been “In The Business” of providing this type of equipment/services for a minimum period of three (3) consecutive years.

The successful proposer will be responsible for qualifying for and adhering to the Federal E-rate program.

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

**13. Affected Person Protest.** Any affected person who submitted a proposal to the District may file a protest provided that each and all of the following are complied with:

13.1 The protest is in writing;

13.2 The protest is filed and received by the District’s Chief Financial Officer or designee not more than three (3) calendar days following the date of the District’s award of a contract to a proposer;

13.3 The written protest sets forth, in detail, all grounds for the protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the ground for the protest; any matters not set forth in the written protest shall be deemed waived. All factual contentions must be supported by competent, admissible and credible evidence.

The District will only consider timely protests submitted in conformity with the foregoing. Provided that a protest is filed in strict conformity with the foregoing, the District’s **Chief Financial Officer** or such individual(s) as may be designated in their discretion, shall review and evaluate the basis of the protest, and shall provide a written decision to the affected person submitting the protest concurring with or denying the protest. The District’s written decision shall be final and not subject to reconsideration or appeal. No affected person shall seek judicial relief, in any form, relative to the District’s intent to award the Contract, or the protest thereof, unless the foregoing protest procedure has been strictly and timely complied with by the affected person. The issuance of a written decision by the District shall be an express condition precedent to the institution of any legal proceeding relative to the proposal process, the District’s intent to award the Contract, or the District’s determination to reject all proposals.

**14. TERM OF CONTRACT.** Any contract will be contingent upon the approval of E-Rate funding and governing board approval. The Universal Service discount mechanism for schools and libraries, commonly known as the E-Rate program, administered by the Universal Service Administrative Co. (USAC) for the Federal Communications Commission will fund a portion of this RFP. This proposal will be funded only if approved by USAC and if USAC appropriates the funds. Term of this agreement shall be July 1, 2023 through September 30, 2024. RSD7 reserves the right to extend the contract annually for up to four (4) additional years; not to exceed a total of five (5) years. In addition, the district reserves the right to fund, (proceed with project or purchase) or not to fund, regardless of E-rate approval.

The Contract is expected to begin on or about 7/1/2023, and extend to 9/30/2024.



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

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

FROM:

(Name of Company) (SPIN NUMBER)

(Address) (Fed. Tax ID #)

(City, State, Zip Code)

(Telephone) (Fax)

(Email Contact)

(Authorized Signature)

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

(Date)

RFP Proposal Amount:

The proposal must be in ink or typewritten. Write out the total amount of your proposal:

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

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

**RFP FORM B  
CERTIFICATION**

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

I certify that I have read Request for Proposal #2023 E-Rate RSD7 Access Layer Switches and the instructions for submitting an RFP. I further certify that I must **email one (1) electronic copy to [IT\\_RFP@rsd7.net](mailto:IT_RFP@rsd7.net)** of the firm's proposal in response to this request and that I am authorized to commit the firm to the proposal submitted.

In submitting this Request for Proposal, the undersigned acknowledges receipt of all Addendums issued by or on behalf of the District, as set forth below. The undersigned further confirms that this Request for Proposal incorporates and is inclusive of, all items or other matters contained in Addendums \_\_\_\_\_ (if any) issued. The **Addendum Nos. \_\_\_\_\_ received, acknowledged and incorporated into this Request for Proposal are noted above.** The undersigned hereby proposes and agrees to furnish and deliver the goods or services as quoted in accordance with the terms, conditions, specifications, and prices herein quoted.

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Date

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

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



**SUBCONTRACTORS LIST**

The following is a list of the subcontractors that will be used in the work if the Proposer is awarded the contract, and no subcontractor not listed below will be used without the written approval of the Reynolds School District 7. Additional numbered pages outlining this portion of the Proposal may be attached to this page. NOTE; Subcontractor’s address, telephone number, license number, and expiration date information may be omitted from this form but MUST be submitted within twenty four hours; (1) working day, following the opening of Proposals. Subcontractor’s name, city of location, and type of work must be stated on the Proposal enclosed in the sealed envelope. Proposer must certify that it has not and will not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is certified under ORS 200.055 as a disadvantaged business enterprise, a minority-owned business, a woman-owned business, an emerging small business, or a business that a service-disabled veteran owns.

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

Proposer Name

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

## SUPPLEMENTARY GENERAL CONDITIONS

- A. The implementation of this RFP is contingent on E-rate funding. Any contract will be contingent upon the approval of E-Rate funding and governing board approval. The Universal Service discount mechanism for schools and libraries, commonly known as the E-Rate program, administered by the Universal Service Administrative Co. (USAC) for the Federal Communications Commission will fund a portion of this RFP. This proposal will be funded only if approved by USAC and if USAC appropriates the funds. Term of this agreement shall be July 1, 2023 through September 30, 2024. The Reynolds School District 7 reserves the right to extend the contract annually for up to four (4) additional years; not to exceed a total of five (5) years. In addition, the district reserves the right to fund, (proceed with project or purchase) or not to fund, regardless of E-rate approval.
- B. The agreed liquidated damages provision established in Article 4 of the General Conditions is Not Applicable on this Requirements Contract.
- C. Vendor will provide performance bond within 10 days of being awarded the contract.
- D. Insurance. Within 10 days after notification of award, the vendor shall furnish to the Reynolds School District #7 a Certificate of Insurance showing compliance within the following limitations:
  - 1) The Vendor agrees to comply with the provisions of Worker's Compensation Laws of the State of Oregon.
- E. The Proposer's Federal Tax ID # and W-9 form are required for payment of invoices.
- F. The number of Contract Agreements to be fully executed is to be four (4) sets. This allows one (1) original to be provided to the awarded proposer. There are no drawings to be furnished on this RFP. The RFP specifications and addendums are available online.



## 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.





**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:*

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**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:

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Street Address

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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 201<sup>st</sup> Ave.  
Fairview, OR 97024**

Or via email to:

[ap@rsd7.net](mailto: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.

**Proof of Vaccination.** As of October 18, 2021, Contractors, Partners and Volunteers, who are age 16 and older, and have direct or indirect contact with students, must submit proof of vaccination or documentation of a medical or religious exception prior to working with students. Contractor or Partner attests that any of its employees or agents who are assigned to provide services under the terms of this Agreement has provided Contractor or Partner with either proof of vaccination showing they are fully vaccinated, or documentation of a medical or religious exception. "Proof of vaccination" means documentation provided by a tribal, federal, state or local government, or a health care provider, that includes an individual's name, date of birth, type of COVID-19 vaccination given, date or dates given, depending on whether it is a one-dose or two-dose vaccine, and the name/location of the health care provider or site where the vaccine was administered. Documentation may include but is not limited to a COVID-19 vaccination record card or a copy or digital picture of the vaccination record card, or a print-out from the Oregon Health Authority's immunization registry. Given that medical and religious exceptions for contractors and volunteers constitute an undue hardship to the District, in most cases unvaccinated contractors and volunteers may not continue to provide services to the District even with these exceptions.

*(Sign on following page)*

**REYNOLDS SCHOOL DISTRICT #7**

**WAIVER OF LIABILITY AND HOLD HARMLESS ADDENDUM FOR COVID-19**

**Reynolds School District #7**

**Contractor**

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

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

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

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

\_\_\_\_\_  
Title

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

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

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