
Forest Grove School District – Washington County, Oregon, School District #15
(E-rate Billed Entity Number 144882)

REQUEST FOR PROPOSALS FOR DATA TRANSPORT SERVICE

FGSD RFP NUMBER 2026-1012

E-Rate Form 470 # 270001500 Request for Proposals for the provision of Leased Dark Fiber or High Capacity Ethernet (Leased Lit Fiber) for the Forest Grove School District – Washington County, Oregon, School District #15.

RFP Timetable (The District reserves the right to deviate from this schedule.)

Task	Due Date
Form 470 and RFP Posted Date:	October 12, 2026
Inquires Deadline:	November 13, 2026 by 4:00 p.m.
Offeror Proposal Due Date:	November 20, 2026 by 4:00 p.m.
Voluntary interviews (if needed):	Week of November 30, 2026
Deadline to withdraw from RFP process:	November 27, 2026
Date of notice of intent to award:	December 4, 2026
Protest Deadline:	December 11, 2026
FGSD School Board Meeting:	December 15, 2026
Contract Award Date:	December 17, 2026
Project start date:	TBD
Project completion date:	June 30, 2027

All times noted are Pacific Time

FAXED OR LATE PROPOSALS WILL NOT BE ACCEPTED

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ADVERTISEMENT

Forest Grove School District – Washington County, Oregon, School District #15

E-rate Form 470 # 270001500 / RFP # 2026-1012

Notice is hereby given that Forest Grove School District No. 15 (FGSD) is seeking proposals from qualified providers to obtain competitive offers from qualified Firms (Proposers) interested in the provision of Leased Dark Fiber or High Capacity Ethernet (leased lit fiber).

Proposals must be emailed to Enrique Pinon, FGSD Technology Manager, at epinon@fgsd.k12.or.us and fgsdrfpsupport@fgsd.k12.or.us, by Friday, November 20, 2026 by 4:00 PM. Late proposals will not be accepted.

A complete description of the project, requirements and specific conditions for the Request for Proposal (RFP) are available by emailing epinon@fgsd.k12.or.us or fgsdrfpsupport@fgsd.k12.or.us.

Proposals will address the provision of

1. Leased Dark Fiber
or
2. High Capacity Ethernet (Leased Lit Fiber)

Attention is called to the provisions of the Oregon Statutes, Chapter 279A, 279B and 279C. The bidder must indicate if the bidder is a resident bidder as defined in ORS 279A.120 and if the contractor and subcontractors are licensed under ORS 701.005 – 701.055.

The FOREST GROVE SCHOOL DISTRICT No. 15 (FGSD) reserves the right to cancel the procurement or to reject any and all Proposals that are not in compliance with all prescribed requirements or if it is determined to be in the best interest of the District to do so.

Publish:

The Daily Journal of Commerce
October 12, 2026

I - INTRODUCTION

Forest Grove School District No. 15 ("the District") is an Oregon public school district that provides instructional programs for approximately 6,000 students. The District includes 2 high schools, 1 middle school, 1 upper-elementary, 6 elementary schools, and 3 special education facilities. The District serves the communities of Forest Grove, Cornelius, and Gales Creek.

Forest Grove School District seeks to interconnect its recently completed dark fiber network to its neighboring dark fiber networks with dark fiber or high capacity lit ethernet with a preference for front-loaded NRC with low MRC:

- Forest Grove District Office, 1728 Main St, Forest Grove, OR 97116
to
Northwest Regional ESD, 5825 NE Ray Cir, Hillsboro, OR 97124
- Forest Grove School District: Cornelius Elementary, 200 N 14th Ave, Cornelius, OR 97113
to
Hillsboro School District: Free Orchards Elementary, 2499 S Beech St, Cornelius, OR 97113

The successful proposer will be required to provide Workers' Compensation coverage for employees. Proposers are required to certify non-discrimination in employment practices, and identify resident status.

Pre-qualification of proposers is not required. All proposers are required to comply with the provisions of Oregon Revised Statutes and the District Board Policy. Attention is directed to ORS 244, Government Ethics, 279.A. B. and C., Public Contracts and Purchasing; and State of Oregon Department of Justice Attorney General's Model Public Contract Rules Manual.

The District may cancel the procurement or reject any or all Proposals in accordance with ORS 279B.100 and the District's public contracting rules. The District reserves the right to select the proposal which appears to be in the best interest of the District. The District reserves the right to award any or all items or services contained in a proposal, and to award any or all items or services contained in the proposals to more than one proposer.

II – PROPOSAL PROCESS

1. Proposal Procedures

A. Proposal Submission

Proposals must be submitted by the deadline for guaranteed consideration by the Forest Grove School District. Proposals must be emailed to all the following recipients, and the subject line must include the Form 470 number.

Contact Name:	Enrique Pinon
Title:	Technology Manager
Email Address:	epinon@fgsd.k12.or.us and fgsdrfpsupport@fgsd.k12.or.us

B. RFP Timetable. The District reserves the right to deviate from this schedule.

Event	Due Date
Form 470 and RFP Posted Date:	October 12, 2026
Inquires Deadline:	November 13, 2026 by 4:00 p.m.
Offeror Proposal Due Date:	November 20, 2026 by 4:00 p.m.
Voluntary interviews (if needed):	Week of November 30, 2026
Deadline to withdraw from RFP process:	November 27, 2026
Date of notice of intent to award:	December 4, 2026
Protest Deadline:	December 11, 2026
FGSD School Board Meeting:	December 15, 2026
Contract Award Date:	December 17, 2026
Project start date:	TBD
Project completion date:	June 30, 2027

All times noted are Pacific Time

FAXED OR LATE PROPOSALS WILL NOT BE ACCEPTED

C. Communications and Questions

All communication with FGSD regarding this solicitation, including questions or comments, must be submitted via email to all the contacts listed below:

Contact Name:	Enrique Pinon
Title:	Technology Manager
Email Address:	epinon@fgsd.k12.or.us and fgsdrfpsupport@fgsd.k12.or.us

D. Format Proposals

All Proposers must prepare their proposals according to the format outlined in this RFP and provide a response to the requirements. It is the sole responsibility of the Proposer to ensure that proposals are received prior to the above stated submission deadline. The District will not consider late materials received after the submission deadline.

- a. Proposal submissions should include the following:
 - i. Applicant Name (Forest Grove School District)
 - ii. Form 470 number (270001500)
 - iii. Proposer's Corporate Name
 - iv. Proposer's Address
 - v. Proposer's Single Point of Contact (Name, email address, and direct phone number)
 - vi. Proposer's SPIN (Service Provider Identification Number)
 - vii. Bid proposal includes the bidder's solution, and terms and conditions.
 - viii. In the case of a partnership, the name of the partnership must appear directly above the initial or signature, and the initial or signature must be that of one of the authorized partner(s) of said partnership, signing for and in the name of the partnership. In addition, the names of all partners shall be stated in the document.
 - ix. In the case of a Limited Liability Entity, the entity's name shall be subscribed to by the president or other authorized managing officer, and the name of the office held in (or the capacity in which they act for) such corporation shall be listed under the signature of such officer.
 - x. Proposers shall provide information on at least three current or recent (within the past five years) local customers for whom service of a comparable size and scope have been provided.

E. Erasures

Any and all erasures or corrections in the proposal documents must each be initialed by the Proposer.

F. Signature

Any signature or initialing relating to this RFP certifies that the individual signing or initialing has read and fully understands all provisions. Anything relating to this RFP

shall be deemed to have been properly signed or initialed if the procedures below are adhered to:

- a. In the case of an individual Proposer, by each such individual Proposer.
- b. In the case of a partnership, the name of the partnership must appear directly above the initial or signature, and the initial or signature must be that of one of the authorized partner(s) of said partnership, signing for and in the name of the partnership. In addition, the names of all partners shall be stated in the document.
- c. In the case of a Limited Liability Entity, the entity's name shall be subscribed to by the president or other authorized managing officer, and the name of the office held in (or the capacity in which they act for) such corporation shall be listed under the signature of such officer.

G. Proposal Withdrawals

A Proposal may be withdrawn by issuing a written request signed by an authorized representative, and received by the District withdrawal deadline. Proposal prices and provisions shall remain firm for ninety (90) calendar days after the submission deadline indicated above. The successful Proposer shall not alter the terms or price of their proposal if said proposal is accepted within ninety (90) days of the submission deadline indicated above. Price increases or changes in terms by others after the acceptance will not be considered. An award of the contract to any Proposer shall not constitute a rejection of any other Proposal and the District will remain free to accept other proposals.

H. Sufficiency

Please provide all requested and required information. Proposals which do not provide all information as required by this RFP will be rejected.

I. Certificate of Compliance and Contract Offer

The Proposal Certification (Attachment 3) must be signed before any award of the contract will be made. A proposal will not be considered for any award of the contract where the Certificate has been deleted or modified or not properly signed prior to the Date of Notice of Intent to Award as specified above.

All Proposers who submit a proposal must agree that the provisions of this RFP and attached copy of the Contract Provisions are acceptable and that, within twelve (12) days after receipt of a Notice of Intent to Award, any Proposer to whom a contract is awarded will sign the contract including those provisions. Any objections to such provisions must be stated in writing and received by the District prior to the deadline to withdraw.

J. Rejection of Proposals

The District reserves the right to cancel the procurement or to reject any and all proposals if it is determined to be in the best interest of the District to do so. The information obtained will be used to help determine the suitability of the proposed products and services. The District reserves the right to waive any informality or irregularities should such action serve the best interest of the District.

Non-acceptance of any proposal will not imply any criticism of the proposal or convey any indication that the proposal or proposed products or services were deficient. Non-acceptance of any proposal may mean that another proposal was deemed to be more advantageous to the District or that no proposal was deemed acceptable.

Proposals will be evaluated and, unless all proposals are rejected, an Award of the Contract will be made based upon the evaluation process outlined within this RFP. The evaluation may result in the Award of the Contract being made other than to the lowest priced proposal.

2. Proposal Requirements

A. Required Qualifications

Proposers shall provide information on at least three current or recent (within the past five years) local customers for whom service of a comparable size and scope have been provided. This information must be provided on the forms provided in Attachment 9 - References and Reliability. References contacted will be asked the same questions related to their satisfaction with the services performed by the Proposer.

B. Cost Data

Any proposals not submitting pricing information in accordance with this RFP will be rejected. The Proposer is required to provide a detailed summary of any expenses, costs and fees for the project described in this RFP. A total price for the project as described in this RFP shall be quoted and shall include all costs for which the District shall be responsible. Any unspecified costs shall be borne by the contract organization. Promotional and/or volume hourly rate discounts should also be separately itemized. Cost Data shall be submitted in conformance with the format provided in Attachment 2 - Pricing Sheet. Proposals must include all costs associated with providing service, including but not limited to:

- monthly recurring costs
- managed router/modem lease fees (if required for service to function)
- non-recurring costs, one-time construction costs, installation costs, and/or connection charges
- estimated taxes, fees, and/or surcharges.

C. Taxes

District is tax exempt. All taxes will be the responsibility of the Proposer.

D. Payment

Unless otherwise provided in the terms and conditions of this RFP or of the Anticipated Contract provisions, payment will be made 30 days after receipt of invoice and acceptance of goods and/or services provided under this RFP.

3. Public Information and Trade Secrets

- A. All Proposals and related materials shall be kept by the District for a period of six years and will be considered public information.

- B. Proposers who have concerns about revealing trade secrets or other proprietary information within their Proposal must preface each page of sensitive material with the following text: *"This data constitutes a trade secret under ORS 192.501(2) and shall not be disclosed outside the District or duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the described products/services or in accordance with Oregon Public Records Law, ORS Chapter 192. This restriction does not limit the District's right to use information contained herein if it is obtained from another source."* All Proposers who respond to this RFP authorize the release of all information on any page that does not contain above said text.
- C. Oregon Public Records law exempts only bona fide trade secrets from disclosure, "unless the public interest requires disclosure in the particular instance." ORS 192.501(2). Non-disclosure of documents submitted with a Proposal and marked as a trade secret may depend on official or judicial determinations made pursuant to Oregon Public Records Law.
- D. Cost or price information does not constitute trade secrets and must be open to public inspection.

4. Addenda

- A. If it becomes necessary to modify, revise, or clarify any part of this RFP, addenda will be provided to all Proposers who have received the Request for Proposal from the District Office.
- B. Proposers shall acknowledge receipt of all addenda in the appropriate area of the Proposer Certification, Attachment 3, which must be returned as part of the Proposal requirements. All addenda issued during the RFP period are incorporated into the Contract.

5. Inquiries and RFP Request for Clarifications

- A. This RFP, the anticipated contract provisions attached to the Goods, Services and Construction Services Contract (Attachment 11) and all subsequent written modifications and addenda issued by the designated contact for the District thereto are hereby designated as the sole reference and authority for the preparation of Proposals and take precedence over any other source, either verbal or written.
- B. No District employee or officer is authorized to make any oral interpretation of any Provisions within the RFP or Contract documents. The District will not be responsible for any oral remarks related to this RFP. Prospective Proposers who are in doubt about or who have any objection to any aspect of this RFP, the Anticipated Contract Provisions and all subsequent written modifications and addenda must submit a written objection or request for clarification by the Inquiries Deadline listed in the RFP Timetable.
- C. To be considered, prospective Proposer's written RFP Request for Clarification must be submitted to the District in writing by the Inquiries Deadline.
- D. The District's clarification to a prospective Proposer, whether orally or in writing, does not change the RFP and is not binding on the District unless the District amends the

RFP by Addendum.

- E. The District reserves the right to cancel the RFP in lieu of clarification under, and in conformance with, OAR 137-047-0660.

6. RFP Protests

- A. A prospective Proposer may protest the procurement process or the solicitation document ("RFP Protest") for a contract solicited under ORS 279B.055, 279B.060, and 279B.085 in accordance with this Section 2.6. Before seeking judicial review, a Proposer must file a written protest with the District and exhaust all administrative remedies.
- B. **RFP Protest Submission Requirements.** To be considered, prospective Proposer's written RFP Protest must be submitted to the District as follows:
- Protest Title: RFP Protest for FGSD RFP NUMBER 2026-1012
 - Protest emailed to epinon@fgsd.k12.or.us
- C. **Time Limitation on Protest.** An RFP Protest shall be presented to the District at least seven calendar days prior to proposal closing. The District will not consider a protest submitted after the time period established in this Section 2.6.
- D. **Right to Protest RFP.** The District will consider a RFP Protest filed in compliance with the requirement of this Section 2.6 if it: 1) states the grounds that demonstrate how the process is contrary to law, or how the solicitation document is unnecessarily restrictive, is legally flawed or improperly specifies a brand name; 2) provides evidence or supporting documentation that supports the grounds on which the protest is based; and 3) states the relief sought by prospective Proposer.
- E. **District's Response to RFP Protest.** The District will issue a written disposition of the RFP protest no less than 3 business days before proposals are due, unless a written determination by the District determines that circumstances exist that require a shorter time limit. If the District upholds the protest, in whole or in part, the District may in its sole discretion either issue an Addendum reflecting its disposition under OAR 137-047-0430 or may cancel the RFP in the public interest under and in conformance with, OAR 137-047-0660.
- F. **Extension of Closing.** The District may extend Closing if it determines an extension is necessary to consider and respond to a properly filed Protest under this Section 2.6.

III – PROPOSAL TERMS AND CONDITIONS

1. Independent Contractor/Partnerships

Nothing in this RFP shall be construed to create a partnership, joint venture or employment relationship between the parties. Contractor will not be, nor hold itself out to be, an officer, employee, agent of the District and will not make any such representations to third parties. Contractor acknowledges that Contractor's employees have no right to participate in District's employee benefit plans. Contractor further acknowledges that District is not responsible for the tax or other withholding of Contractor's employees.

2. Licenses

Contractor or Subcontractor shall demonstrate possession of any license necessary for performance of the work described under this RFP. If not licensed to do business in the State of Oregon, the Successful Proposer will register as a foreign corporation with the State of Oregon Department of Commerce prior to the Award of the Contract.

3. Minority, Women-owned, and Emerging Small Business; Disabled Veterans.

It is the policy of the District to achieve race and gender equity and to foster small business opportunity in the award and implementation of contracts and subcontracts. The goal is to build a diverse and prosperous group of community contractors and trained employees who can effectively compete in business, while obtaining quality goods and services in a competitive, efficient, and non-discriminatory manner.

Proposer will certify in its offer that Proposer has not and will not discriminate against a subcontractor in awarding a subcontract because the subcontractor is a minority, women, or emerging small business enterprise certified under ORS 200.055 or a business that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225.

4. Immigration Reform and Control Act

All Proposers shall comply with the provisions of the Immigration Reform and Control Act of 1986 regarding the verification of employment eligibility.

5. Cost of Proposal

The District will not be responsible for any costs associated with the development or submission of Proposals.

6. Contract

The contents of the Proposal of the Successful Proposer, along with this RFP and Contract Provisions (similar in form to those attached) and any clarifications and addenda issued by the District, will become contractual obligations if the District accepts a Proposer's offer. The order of precedence for the Contract documents shall be the Contract, this RFP, its attachments and any addenda, and the Proposal of the successful Proposer, unless otherwise indicated in the Contract.

If a Proposer has objections to the RFP documents, terms or conditions, or Anticipated Contract terms or conditions, but fails to follow the RFP Protest procedure described above,

the only options available to the Proposer are to either accept all obligations, or to withdraw by the Deadline to Withdraw as indicated in the RFP Timetable.

A Proposer that fails to object by the Inquiries Deadline and to withdraw its Proposal by the Deadline to Withdraw will be deemed to agree that, if chosen as the Successful Proposer, it will accept said obligations in a contract, purchase agreement, purchase order, delivery order, or similar acquisition. Failure to do so may result in cancellation of the Award of the Contract, and may, at the sole discretion of the District, result in liability to the Proposer for whatever damages the District sustains as a result thereof.

The formation of the Contract shall not be complete and the District shall not be liable under it until it has been executed both by the Successful Proposer and by the District.

7. Financial Interest, Fraud, and Collusion

A Proposer filing a Proposal thereby certifies that, with regard to this RFP, no officer, agent, or employee of the District who has a pecuniary interest in this RFP or Proposal has participated in the Contract negotiations on the part of the District, and that the Proposal is made in good faith without fraud, collusion, or connection of any kind with any other Proposer to this RFP. Further, the Proposer certifies that with regard to this RFP, the Proposer is competing solely on the Proposer's own behalf without connection with, or obligation to, any undisclosed individual, partnership, company, or Limited Liability Entity.

8. Duration of Offer

Proposal prices and Provisions shall remain firm for ninety (90) calendar days after the Submission Deadline indicated above. The Successful Proposer shall not alter the terms or price of their Proposal if said Proposal is accepted within ninety (90) days of the Submission Deadline indicated above. Price increases or changes in terms by others after the acceptance will not be considered. An Award of the Contract to any Proposer shall not constitute a rejection of any other Proposal and the District will remain free to accept other Proposals.

9. Risk of Loss and Damage

The Proposer will be liable for all damages arising out of the Proposer's negligence or fault in connection with this RFP. The District will not be responsible for the loss or damage of any items during the RFP process, unless negligence on the part of the District has been established in a court of law.

10. Publicity

News releases by any Proposer pertaining to this RFP or any Award of the Contract or other issue resulting from or related to it will be made only with prior written approval from the Issuing Office and Community Relations Department of the District.

11. Reservations

The District expressly reserves the following rights:

- a. To reject all Proposals.
- b. To reject any Proposal not in compliance with all prescribed public bidding procedures and requirements.

- c. To reject any Proposal not meeting any Provisions set forth herein.
- d. To reject any Proposal that includes generic/encyclopedic price lists and/or solution that is proposed by or created using an artificial intelligence system.
- e. To waive any or all irregularities in Proposals submitted.
- f. To award any or all items or services contained in the Proposal.
- g. To award any or all items or services contained in the Proposal to more than one Proposer.
- h. To award the proposal which appears to be in the best interest of the District, even if the selected proposal is not the lowest priced proposal.
- i. To consider the competency and responsibility of Proposers.
- j. To re-award the Contract to another Proposer in the event any Proposer who is chosen by the District as the Successful Proposer defaults in executing said formal Contract within the time and in the manner specified in the RFP documents.
- k. To obtain clarification of any point in a Proposer's Proposal. The failure of a Proposer to make additional information available could result in the rejection of the Proposal.

12. Ownership of Proposal Documents

All Proposals developed specifically for the District shall be the property of the District and all title and interest therein shall vest to the District. All Proposers, at their own expense, may and should retain a copy of their Proposal.

13. Sufficient Information

- a. All Proposers represent and warrant that by responding to this RFP they have been sufficiently informed in all matters relating to the performance of duties required by this RFP and its attachments. Prior to submitting a Proposal, all Proposers shall make a careful examination of the RFP Provisions, including but not limited to terms and conditions, including any specifications. Failure to take these precautions will not release the Successful Proposer from performing the work in strict accordance with the terms of the Contract.
- b. Proposers are welcome and encouraged to make visits during the normal operating hours of the various facilities listed in this RFP. Prior arrangements may be made with the person listed as the Contact on the front page of the RFP.
- c. The District will not be responsible for any loss or for any unanticipated costs that may be suffered by the Successful Proposer as a result of the Proposer's failure to fully inform themselves in advance in regard to all conditions pertaining to the duties required. No statement made by any officer, agent, or employee of the District will be binding on the District.
- d. Proposers warrant that they have checked their Proposal for errors and omissions and that the prices stated in the Proposal are correct and as intended and are a complete and correct statement of prices for performing the duties specified herein.

14. Separate Contracts

The District reserves the right to enter into other contracts in connection with this RFP. The Contractor shall afford those other contractors reasonable opportunity for the introduction and execution of their work, and shall properly coordinate all work efforts.

15. Headings

The Headings in this RFP and all attached documents are for convenience only and do not establish any other meaning or interpretation.

16. Special Construction Information for Form 471 and PIA Review

All E-rate applications including special construction are subject to detailed questioning during Program Integrity Assurance (PIA) review where the cost of proposed special construction will be reviewed based on the cost of historical fiber builds in the region. Additionally, certain information on necessary special construction is needed to accurately fill out the Form 471. Service providers who include special construction charges must be prepared to promptly provide additional information not described in this RFP when requested. Please note that vendors may assist applicants with preparing funding requests or responding to PIA questions and may speak directly with PIA reviewers.

17. E-rate Specific Considerations/Information

Per USAC E-rate rules, “cost of eligible services” will be the highest valued criteria in the evaluation process; however, other criteria with a lesser value may also be considered.

Offeror’s proposing to temporarily loan equipment for product demonstration and/or evaluation purposes is required to clearly state that such loans are of limited duration. Product demos extending beyond thirty (30) days must be explicitly authorized by both parties and provided at a fair market rate.

By submitting a proposal on the requested services herein, the offeror certifies its proposed services and/or products comply with Part 47 Section 54.9 and 54.10 of the FCC rules which prohibits the sale, provision, maintenance, modification, or other support of equipment or services provided or manufactured by Huawei, ZTE, or any other covered company posing a national security threat to the integrity of communications networks or the communications supply chain. See <https://www.usac.org/about/reports-orders/supply-chain/> for more details.

As required by Section 54.500(f) of Part 47 of the Code of Federal Regulation all bids in response to this RFP must offer the lowest corresponding price (LCP) which is defined as the lowest price that a service provider charges to nonresidential customers who are similarly situated to a particular E-rate FGSD (school, library, or consortium) for similar services. See the following for more information on the requirements relating to LCP:
<https://www.usac.org/e-rate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/>

18. Additional Considerations/Information

By submitting a proposal, the Offeror certifies that no relationship exists between the Offeror and FGSD that interferes with fair competition or is a conflict of interest; and no relationship exists between such propose and another person or firm that constitutes a conflict of interest that is adverse to FGSD.

IV - AWARD PROCESS

1. Selection/Award Process

- a. **Evaluation Committee.** A committee will evaluate the Proposals. Each member will evaluate all aspects of a proposed approach via a scoring system designed to be of internal assistance to the evaluation team.
- b. Each Proposal will be scored based on the criteria and points listed herein. A possible 100 points may be accumulated.
- c. **Initial Scoring.** Each of the evaluators shall assign a score to each of the written Proposals. Criteria scores will then be summed.
- d. **Oral Evaluation.** In those cases where it is felt that a clearer understanding of the proposal is in order, an oral evaluation will be scheduled at a time convenient for both parties. If a Proposer is unable to participate in an oral evaluation, the District reserves the right to remove that Proposer from consideration. Forest Grove School District, through the evaluation committee, reserves the right to invite one or more providers to present their proposals, in person, to the committee or School Board.
- e. **Final Scoring.** The oral interview will also be scored and evaluated. After the oral interview, scores from the written Proposal and oral interview will be summed. Selection shall be made of an offeror or offerors deemed to be fully qualified, best suited, and in the best interest of the District, among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including but not limited to price. Negotiations shall then be conducted with the offeror(s) selected. Price shall be the primary but not the sole determining factor.
- f. The Evaluation Committee will recommend the award of the Contract as provided in Section 2.b below.

2. Criteria/Method of Award

- a. **Criteria.** The specific criteria which will be used to determine how the best responsive, responsible Proposer will be selected, including the Site Proposal Form, if applicable, is as follows:

CRITERIA	MAXIMUM POINTS
Basic Requirements	5
References/Prior Work/Financial Documents	10
Leased Dark Fiber or High Capacity Ethernet Requirements & Proposed Solution	30
Total Cost of Ownership; including all Monthly Recurring costs, Non-recurring costs, and district-born expenses, including any additional costs incurred by the district past the stated completion date of June 30, 2027	40
Service Level Agreement, Recovery Time Objective	10
Oral Presentation (if necessary)	5
TOTAL	100

- b. The Contract will be awarded to the highest ranking Proposer under the foregoing criteria: Responsible Proposer whose Proposal the District determines to be the most advantageous, in the best interest of the District, and cost effective to the District based upon the evaluation process and evaluation factors described in this RFP.

3. Notice of Intent to Award

- a. The District will provide written notice of its Intent to Award to all Proposers at least seven (7) days before the Award of a Contract.
- b. The District's Award will not be final until the later of either:
 - i. the expiration of the Award Protest period, or
 - ii. the District provides written decisions to all timely-filed protests denying the protests and affirming the Award.
- c. The apparent Successful Proposer will be notified in writing of its apparent winning proposal, and a contract will be drawn that will include reference to this RFP, its attachments and addenda, the Proposer's proposal, and any additional contract language that may be required by District or by law. All other Proposers will be notified that the apparent winning proposal has been selected.

4. Award Protest

- a. An adversely affected Proposer may protest the Notice of Intent to Award the Contract for any and all contracts solicited under ORS 279B.055, 279B.060, and 279B.085 if the Proposer can demonstrate that it would be eligible to be awarded the public contract in the event the protest were successful. Before seeking judicial review of an Award of the Contract, an adversely affected Proposer must file a written protest with the District and exhaust all administrative remedies.
- b. **Right to Protest Award:** In order to be an adversely affected Proposer with a right to submit a written protest, a Proposer must itself claim to be eligible for Award of the Contract in the event the Protest were successful and must be next in line for the Award. In addition, the adversely affected Proposer must demonstrate that the reason for the Protest is that:
 - i. all higher-ranked Proposers are ineligible for Award of the Contract because their Proposals were non-responsive;
 - ii. the District has failed to conduct the evaluation of proposals in accordance with the criteria or processes described in this RFP;
 - iii. the District has abused its discretion in rejecting the Protesting Proposer's proposal as nonresponsive; or
 - iv. the District's evaluation of the proposals or its subsequent determination of award is otherwise in violation of ORS Chapter 279A or 279B. In addition, the written protest shall specify the grounds upon which the protest is based and suggested changes that may remedy the defects. An issue that could have been addressed pursuant to an inquiry or request for clarification under Section 2.5 or a protest of the RFP under Section 2.6 shall not be grounds for protest of award.
- c. **Award Protest Submission Requirements:** To be considered, Proposer's written Award Protest may be submitted via email to Enrique Pinon, epinon@fgsd.k12.or.us, and titled as follows: RFP Protest for FGSD RFP NUMBER 2026-1012
- d. **Time Limitation on Protest:** To be considered by the District, a written protest must be received by the District within seven (7) days after issuance of the Notice of Intent to Award Contract.

- e. **Authority to Resolve Protests:** The Superintendent of the District, or such person's designee, shall have the authority to settle or resolve a written protest submitted in accordance with the requirements of this Section.
- f. **Decision:** If the protest is not settled or resolved by mutual agreement, the Superintendent of the District, or such person's designee, shall issue a written decision on the protest in a timely manner.
- g. After the District has issued its response, Proposer may seek judicial review in the manner provided in ORS 279B.415.
- h. **Right to Cancel RFP.** The District reserves the right to cancel the RFP in conformance with OAR 137-047-0600.

APPENDIX A – SCOPE OF WORK

Forest Grove School District - Preferred proposal (June 2027 completion target):

Dark Fiber or high capacity ethernet (leased lit fiber) connection between the following Forest Grove School District locations and neighbor school district and/or Educational Service District:

- Forest Grove District Office, 1728 Main St, Forest Grove, OR 97116
to
Northwest Regional ESD, 5825 NE Ray Cir, Hillsboro, OR 97124
- Forest Grove School District: Cornelius Elementary, 200 N 14th Ave, Cornelius, OR 97113
to
Hillsboro School District: Free Orchards Elementary, 2499 S Beech St, Cornelius, OR 97113

APPENDIX B – Design Preferences

1. Design Requirements

a. Basic Requirements:

- i. Service Provider Identification Number (SPIN) and FCC Registration Number (FCCRN)
- ii. The proposer shall provide a valid SPIN number (Service Provider Identification Number), in the proposal submitted in response to this RFP or support a copy of its FCC Form 498 that has already been submitted to USAC. (See <http://www.universalservice.org/fund-administration/forms/> for more information.)
- iii. For proposers that intend to provide telecommunications services (as opposed to solely proposing to provide equipment, monitoring/management services, or configuration/implementation services), the proposer must be recognized by USAC as a telecommunications common carrier. The proposer also shall provide the company's FCC Registration Number in its proposal. For more information, please visit: <https://fjallfoss.fcc.gov/coresWeb/publicHome.do>.
- iv. Each proposer also must certify that it is in good standing and not subject to "Red Light Status" with the FCC
- v. Responders must demonstrate the capacity to meet the network build requirements through client references, prior work and financial documentation

b. Contract length, Pricing, and Service Level Agreements

- i. Proposals must include pricing for both of the following initial contract terms and extension options:
 1. Five (5) Year Initial Term: Proposals must include pricing for at least one (1) of the following extension structures, though proposers are encouraged to provide pricing for both (exercisable at the sole discretion of the District):
 - a. Up to five (5) additional one (1) year extensions;
 - b. Up to three (3) additional five (5) year extensions.
 2. Ten (10) Year Initial Term: Proposals must include pricing for at least one (1) of the following extension structures, though proposers are encouraged to provide pricing for both (exercisable at the sole discretion of the District):
 - a. Up to five (5) additional one (1) year extensions;
 - b. Up to two (2) additional five (5) year extensions.
- ii. Proposals must include:
 1. Non-recurring installation costs.
 2. Monthly recurring costs.
 3. Itemized list of taxes, maintenance, support, and any other recurring fees that are not included in the quoted price of the circuit or fiber lease.
 4. Service Level Agreement.
 5. Build Out Schedule.

- iii. District preference for low MRC.
- iv. Monthly Recurring Charges (MRC) during any extension period shall not exceed the MRC locked in for the initial term, unless an escalation schedule is explicitly detailed in the proposal.

c. Construction requirements

i. Inside Building Cable Routing

Intra-building cable routing shall be performed in accordance with all applicable local building codes. When required, the Service Provider must plan a splice point at the building entrance to transition from outdoor cable to indoor cable, or enclose the outdoor cable in metallic conduit or covered metal raceway.

ii. Cable Slack for Repair or Relocation

A small amount of slack cable (15 - 20 feet) shall be neatly stored in each MDF in the event that a cable repair or relocation is required.

iii. Site Make Ready Work

Any trenching and conduit placement from the street to the building entrance point must include all necessary pavement and ground repair. All pavement and other grounds must be returned to its original condition. All installation of cabling, pathways, etc shall be to BICSI specification and the design specifications of The Agency.

d. Access and Transport Requirements

Proposers must agree to work with The Agency's network staff to provide and receive network telemetry data necessary to resolve any network quality problems that occur.

2. Dark Fiber Network Services

a. Dark Fiber Requirements

- i. Service Providers shall provide a minimum of 2 strands (one pair) of fiber.
- ii. Service Providers shall provide a map detailing the cable routes for the proposed fiber links.
- iii. A proposed solution that specified specific DWDM channels "alien waves" for customer provisioned DWDM optics is not preferred but would be acceptable as Dark Fiber Point-to-Point.

b. Fiber/Cable Type

- i. Preference for non-dispersion compensated fibers consistently throughout the network.
- ii. Service Providers must identify the fiber type they use in their response and provide specifications for the fiber and cable.

- iii. The Agency anticipates lighting the Service Provider's fiber with 100G and/or 10G G.694.1 100Ghz DWDM optical modules with LC connectors.
- iv. The fiber connectors and adapters shall be compliant with TIA/EIA 604
- v. The fiber connectors shall have an average insertion loss of 0.3 dB or less. Service Providers should provide datasheets for the proposed SC fiber optic connectors and adapters.

c. Fiber Length

- i. Preference dark fiber circuit length not to exceed 80km.
- ii. Service Providers must identify in their proposal any links where the estimated circuit length will exceed 80km.

d. Fiber Testing

- i. Insertion loss testing measuring end-to-end attenuation (including all fiber, splices, and connectors) shall be conducted on all the fiber links. Insertion loss testing shall be done in both directions at the operating wavelengths of 1310 nm and 1550 nm. The double-ended loss test methodology shall be used.
- ii. The Service Provider shall record all optical power measurements to the nearest tenth of a unit of measure (to one significant digit in the decimal place, i.e., -14.3 dB).
- iii. Test results must be permanently recorded and presented in both hard copy and computer-readable format to The Agency for review. Any fiber link failing to meet the Link Loss Budget standards will be repaired or removed and replaced at no cost to The Agency with an installation that proves through testing to meet the standards.
- iv. The Fiber Network will not be accepted until all fibers meet the appropriate standards.
- v. The Service Provider is required to provide documentation of their fiber testing procedures, including referencing procedures for fiber optic testing, prior to testing. This document must list equipment to be used (manufacturer and model number) and the date when it was last calibrated. All test equipment used will have been factory calibrated (or by an approved calibration service provider) within the past two years

3. Metro Ethernet Services (Leased Lit Fiber Services)

- a. Proposals must include pricing for the following Ethernet Circuit capacity options:
 - i. 10 Gbps
 - ii. 25 Gbps
 - iii. 100 Gbps
- b. Preference for MEF E-LINE Ethernet Private Line.
- c. Layer two ethernet jumbo frames must be permitted; preference for MTU of 9000 bytes or greater, minimum acceptable MTU of 1600 bytes.
- d. Proposals must list underlying physical transport technologies that will be used in providing the proposed services.

Appendix C - Estimated costs of self provisioned optics

<u>Optics</u>	<u>\$/item</u>
10G-ER BiDi	\$75
10G-ZR BiDi	\$750
10G-ZR DWDM	\$600
25G-ER BiDi	\$550
25G-ZR	\$1,800
100G-ER BiDi	\$1,200
100G-ZR4	\$2,800
DWDM MUX	\$2,000
DWDM OADM	\$200/channel

ATTACHMENT 1 - RFP REQUIREMENTS CHECKLIST

Company Name: _____

- ☐ Attachment 1: RFP Requirements Checklist
- ☐ Attachment 2: Pricing Sheet
- ☐ Attachment 3: Proposer Certification
- ☐ Attachment 4: Respondent Certification Statement
- ☐ Attachment 5: Insurance Requirements
- ☐ Attachment 6: Workers' Compensation Exemption Certificate
- ☐ Attachment 7: Affidavit of Non-Collusion
- ☐ Attachment 8: Proposer Responsibility Form
- ☐ Attachment 9: Reference and Reliability
- ☐ Attachment 10: Financial Resources and Key Personnel
- ☐ Attachment 11: Goods, Services, and Construction Services Contract

ATTACHMENT 2 - PRICING SHEET FORMAT

Dark Fiber

Site Name, end-point A	Site Name, end-point B	Contract Length	Fiber Count	NRC	Special Constructio n (Y/N)	MRC Circuit	MRC: Taxes, Fees, etc

¹ NRC = Non-recurring Cost
² MRC = Monthly Recurring Cost

High Capacity Ethernet (Leased Lit Fiber)

[illegible]

¹ NRC = Non-recurring Cost

² MRC = Monthly Recurring Cost

ATTACHMENT 3 - PROPOSER CERTIFICATION

Proposer Certification Legal Name of Contractor: _____

Mailing Address: _____

The Contractor certifies and agrees:

The prices in this Offer 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 an Offer, or the methods or factors used to calculate the prices Offered.

The Contractor has read and understands all Specifications, Terms, Addenda, Contract and all other documents pertaining to this RFP solicitation.

The Contractor 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.

The Contractor agrees to execute the formal Contract within ten (10) days from date of notice of award.

The Contractor acknowledges that the signer on this Offer is fully authorized to sign on behalf of the firm listed and to fully bind the firm listed to all conditions and provisions thereof.

The Contractor 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 Offer.

The Contractor certifies that Contractor has a drug testing program in place pursuant to ORS 279C.505(2). The Contractor is registered with the Construction Contractors Board: License Number .

The Contractor, pursuant to ORS 279A.120(1), (check one) ___ is ___ is not a resident Proposer. If not, indicate State residency.

If the total amount of the Contract exceeds \$50,000, Contractor agrees to pay prevailing wages to all covered workers on this project pursuant to ORS 279C.800 to 279C.870.

The Contractor certifies that it has not discriminated and will not discriminate, in violation of ORS 279A.110, against any minority, women or emerging small business enterprise in obtaining any required subcontract or a business that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225.

As required by ORS 279B.045, Contractor represents and warrants that Contractor has complied with the applicable tax laws of this state or a political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318. Contractor or subcontractor listed on BOLI's List of Ineligibles will be rejected.

The Proposer (check one) ___ will ___ will not extend the terms, conditions and prices to consortium Agencies that intend on establishing a Contract awarded to the Proposer resulting from this Solicitation.

Respectfully submitted this _____ day of _____, 2026

Signature: _____ Name: _____
(Print)

Title: _____ Email: _____

Phone: _____ Fax: _____

ATTACHMENT 4 - RESPONDENT CERTIFICATION STATEMENT

FOR CORPORATION OR INDEPENDENT CONTRACTOR

NOTE: Contractor Must Complete A or B below:

A. Contractor is a Corporation, Limited Liability Company OR a Partnership

I certify under penalty of perjury that Contractor is a [check one]: ☐ Corporation ☐ Limited Liability Company ☐ Partnership authorized to do business in the State of Oregon.

Name: _____ Signature: _____ Date: _____

B. Contractor is a Sole Proprietor working as an Independent Contractor

Contractor certifies under penalty of perjury that the following statements are true:

1. If Contractor is providing labor or services under this Contract for which registration is required under ORS Chapter 701, Contractor has registered as required by law, **and**
2. If Contractor performed labor or services as an Independent Contractor last year, Contractor filed federal and state income tax returns last year in the name of the business (or filed a Schedule C in the name of the business as part of a personal income tax return), **and**
3. Contractor represents to the public that the labor or services Contractor provides are provided by an independently established business, **and**
4. All of the statements checked below are true.

Note: Check all that apply. You must check at least four (4) to establish that you are an Independent Contractor.

- A. ☐ The labor or services I perform is primarily carried out at a location this is separate from my residence or is primarily carried out in a specific portion of my residence which is set aside as the location of the business.
- B. ☐ I purchase commercial advertising or I have business cards for my business, or I am a member of a trade association.
- C. ☐ My business telephone listing is separate from my personal residence telephone listing.
- D. ☐ I perform labor or services only under written contracts.
- E. ☐ Each year I perform labor or services for at least two different persons or entities.
- F. ☐ I assume financial responsibility for defective workmanship or for service not provided by purchasing performance bonds, errors and omission insurance or liability insurance, or providing warranties relating to the labor or services I provide.

Name: _____ Signature: _____ Date: _____

ATTACHMENT 5 - 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/E&O insurance with a combined single limit of not less than ___ \$500,000, ___ \$1,000,000, X \$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 X Not required by District

Commercial General Liability insurance, on an occurrence basis, with a limit of not less than ___ \$500,000, ___ \$1,000,000, X \$2,000,000 each occurrence for Bodily Injury and Property Damage, with an annual aggregate limit of ___ \$500,000, ___ \$1,000,000, X \$3,000,000. This insurance must include contractual liability coverage.

X 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 Injury and Property Damage, including coverage for owned, hired, or non-owned vehicles.

X 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 insured's 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 District receives the certificate and additional insured endorsement. If requested, copies of insurance policies shall be provided to the District.

ATTACHMENT 6 - WORKERS' COMPENSATION EXEMPTION CERTIFICATE

(To be used only when Contractor claims to be exempt from Workers' Compensation coverage requirements). Contractor is exempt from the requirement to obtain workers' compensation insurance under ORS Chapter 656 for the following reason (*check the appropriate line*):

_____ **SOLE PROPRIETOR**

Contractor is a sole proprietor, and Contractor has no employees, and
Contractor will not hire employees to perform this Contract.

_____ **CORPORATION - FOR PROFIT**

- ☐ Contractor's business is incorporated, and
- ☐ All employees of the corporation are officers and directors and have a substantial ownership interest* in the corporation, and
- ☐ All work will be performed by the officers and directors; Contractor will not hire other employees to perform this Contract.

_____ **CORPORATION - NONPROFIT**

- ☐ Contractor's business is incorporated as a nonprofit corporation, and
- ☐ Contractor has no employees; all work is performed by volunteers, and
- ☐ Contractor will not hire employees to perform this Contract.

_____ **PARTNERSHIP**

- ☐ Contractor is a partnership, and
- ☐ Contractor has no employees, and
- ☐ All work will be performed by the partners; Contractor will not hire employees to perform this Contract, and
- ☐ Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving, or demolition of an improvement to real property or appurtenances thereto. **

_____ **LIMITED LIABILITY COMPANY**

- ☐ Contractor is a limited liability company, and
- ☐ Contractor has no employees, and
- ☐ All work will be performed by the members; Contractor will not hire employees to perform this Contract, and
- ☐ If Contractor has more than one member, Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving, or demolition of an improvement to real property or appurtenances thereto. **

* Under OAR 436-50-050, a shareholder has a "substantial ownership" interest if the shareholder owns 10% of the corporation, or if less than 10% is owned, the shareholder has ownership that is at least equal to or greater than the average percentage of ownership of all shareholders.

** Under certain circumstances, partnerships and limited liability companies can claim an exemption even when performing construction work. The requirements for this exemption are complicated.

Contractor Printed Name

Contractor Signature

Contractor Title

Date

ATTACHMENT 7 - AFFIDAVIT OF NON-COLLUSION

STATE OF OREGON

County of _____

I state that I am _____ (title)

of _____ (name of firm) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this proposal.

I state that:

(1) The price(s) and amount of this proposal have been arrived at independently and without consultation, communication or agreement with any other contractor, proposer or potential proposer, except as disclosed on the attached appendix.

(2) That neither the price(s) nor the amount of this proposal, and neither the approximate price(s) nor approximate amount of this proposal, have been disclosed to any other firm or person who is a proposer or potential proposer, and they will not be disclosed before proposal opening.

(3) No attempt has been made or will be made to induce any firm or person to refrain from proposing on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.

(4) The proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.

(5) _____ (name of firm), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to proposing on any public contract, except as described in the attached appendix.

I state that _____ (name of firm) understands and acknowledges that the above representations are material and important, and will be relied on by the Forest Grove School District in awarding the contract(s) for which this proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Forest Grove School District of the true facts relating to the submission of proposals for this contract.

(Name)

(Authorized Signature)

(Name of Company/Position)

ATTACHMENT 8 - PROPOSER RESPONSIBILITY FORM

(CONTRACTOR'S QUALIFICATIONS AND FINANCIAL INFORMATION)

DECLARATION AND SIGNATURES

The undersigned hereby declares that they are duly authorized to complete and submit this Proposer Responsibility Form and that the statements contained herein are true and correct as of the date set forth below. Incomplete, incorrect or misleading information will be reason for a determination by the District of Proposer non-responsibility.

Date: _____

By: _____ (Signature of authorized official)

Name: _____ (Please type or print)

Title: _____ (Please type or print)

For: _____ (Firm's Name) (Please print)

Instructions

- The information provided in this form is part of the District inquiry concerning proposer responsibility. Please print clearly or type.
- If you need more space, use plain paper. Submit completed form with bid response.
- Answer all questions. Submission of a form with unanswered questions, incomplete or illegible answers may result in a finding that the Proposer is not a responsible proposer.

ATTACHMENT 9 - REFERENCES AND RELIABILITY

List of references. Proposer may attach a brief description of the projects involving the listed references.

ITEM	REFERENCE 1	REFERENCE 2
A. Name		
B. Business or Employer		
C. Telephone		
D. Email Address		
ITEM	REFERENCE 3	REFERENCE 4
A. Name		
B. Business or Employer		
C. Telephone		
D. Email Address		

- Has your company ever been declared in breach of any contract for unperformed or defective work? ___ Yes ___ No

If "yes" explain. _____

- Has any employee or agent of your company ever been convicted of a criminal offense arising out of obtaining, attempting to obtain, or performing a public or private contract or subcontract? ___ Yes ___ No

If "yes" explain. _____

- Has any employee or agent of your company been convicted under state or federal law of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or any other offense indicating a lack of business integrity or business honesty? ___ Yes ___ No

If "yes" explain. _____

- Has your company or any employee or agent of your company been convicted under state or federal antitrust laws? ___ Yes ___ No

If "yes" explain. _____

- Has any Officer or Partner of your organization ever been an Officer or Partner of another Organization that failed to complete a contract? ___ Yes ___ No

If "yes" explain. _____

ATTACHMENT 10 - FINANCIAL RESOURCES

FINANCIAL RESOURCES

1. Has your firm ever been at any time in the last ten years the debtor in a bankruptcy case?

_____ Yes _____ No

If "yes" explain.

2. Does your firm have any outstanding judgments pending against it? _____ Yes _____ No

If "yes" explain.

3. In the past ten years, has your firm been a party to litigation, arbitration or mediation where the amount in dispute exceeded \$25,000? _____ Yes _____ No

If "yes" explain.

4. In the past ten years, has your firm been a party to litigation, arbitration, or mediation on a matter related to payment to subcontractors or work performance on a contract? Check "yes" even if the matter proceeded to arbitration or mediation without court litigation. ____ Yes ____ No

If "yes" explain. (Include court, case number and party names.)

5. Have you or any of your affiliates discontinued business operation with outstanding debts?

_____ Yes _____ No

If "yes" explain.

KEY PERSONNEL

List the principal individuals of your company, their current job title, the total years of experience they have in the industry and their current primary responsibility for your company. Corporations list current officers and those who own 5% or more of the corporation's stock. Limited liability companies list members who own 5% or more of the company. Partnerships list all partners. Joint ventures list each firm that is a member of the joint venture and the percentage of ownership the firm has in the joint venture.

Item	Principal Individual	Principal Individual
A. Name		
B. Position		
C. Years in Position		
D. Current Primary Responsibility		
Item	Principal Individual	Principal Individual
A. Name		
B. Position		
C. Years in Position		
D. Current Primary Responsibility		

ATTACHMENT 11 - GOODS, SERVICES AND CONSTRUCTION SERVICES CONTRACT

FOREST GROVE SCHOOL DISTRICT NO. 15 GOODS, SERVICES AND CONSTRUCTION SERVICES CONTRACT

This Contract is between Forest Grove School District, a public school district of the State of Oregon (the "DISTRICT"), and <Contractor> ("Contractor"), to provide Leased Dark Fiber or High Capacity Ethernet.

The parties agree as follows:

Effective Date and Termination Date. The effective date of this contract shall be XXXX XX, 20XX or the date on which each party has signed this Contract, whichever is later. Unless earlier terminated as provided below, the termination date shall be XXXX XX, 20XX.

Statement of Work. Contractor shall perform the work described in Appendix A. In performing the scope of work, the Contractor shall meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods and/or services.

Payment for Work. The DISTRICT agrees to pay Contractor in accordance with Appendix A.

Contract Documents. The Contract Documents consist of the following documents which are listed in descending order of precedence: this Contract; exhibits to this Contract, Attachments 1 - 11 to this contract, the RFP document, any addenda, and the Successful Proposal.

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. Time is of the Essence.** Time is of the essence in the performance of this Contract.
- 2. Subcontracts and Assignment.** Contractor shall not subcontract any of the work required by this Contract or assign or transfer any of its interest in this Contract, without the prior written consent of the DISTRICT, which may be withheld without cause. In addition to any other provisions the DISTRICT may require, Contractor shall require of any permitted subcontract under this Contract, that the Subcontractor be bound by all the same terms and conditions of this agreement. Such subcontracts are solely between the Contractor and the Subcontractor and shall not have any binding effect on the DISTRICT.
- 3. Independent Contractor Status.** By its signature on this contract, Contractor certifies that the service or services to be performed under this Contract are those of an independent contractor as defined in ORS 670.600, and that Contractor is solely responsible for the work performed under this Contract. Contractor represents and warrants that Contractor, its subcontractors, employees, and agents are not "officers, agents, or employees" of the DISTRICT within the meaning of the Oregon Tort Claims Act (ORS 30.260 through 30.300). Contractor shall be responsible for all federal, state,

and local taxes and any and all fees applicable to payments for services under this Agreement.

4. No Third Party Beneficiaries. The DISTRICT and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.

5. 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.

6. 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 products and/or 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 and/or deliver goods as specified and scheduled.

7. Early Termination. This Contract may be terminated as follows unless otherwise specified herein:

- a. The DISTRICT and Contractor, by mutual written agreement, may terminate this Contract at any time.
- b. The DISTRICT in its sole discretion may terminate this Contract for any reason on 30 days written notice to Contractor.
- c. 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. Notwithstanding paragraph 8(c), the DISTRICT may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation or nonrenewal of any license, permit, or certificate that Contractor must hold to provide services under this Contract.

8. Payment of Invoices

a. Method of Payment. Contractor shall bill DISTRICT monthly as services are performed. Payment shall be made as provided in Section II.

b. Retainage. The Owner may withhold 5% of each payment as retainage pursuant to ORS 279C.570.

c. Payment on Early Termination. Upon termination pursuant to paragraph 8, payment shall be made as follows:

- (i) If terminated under 8(a) or 8(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 8(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 8(c) or 8(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.

9. Goods. If this Contract includes the purchase of "goods" as defined in ORS 279A.010(1)(i), the Contractor shall comply as follows:

a. Delivery of Goods. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by Contractor, unless otherwise specified in the solicitation documents. If specifically authorized to ship goods F.O.B. point of origin, Contractor agrees to prepay all shipping charges, route by cheapest method, and bill DISTRICT as a separate item on the invoice for said charges.

DISTRICT will refuse to accept any C.O.D. shipment. Responsibility and liability for loss or damage shall remain with Contractor until final inspection and acceptance, when responsibility shall pass to DISTRICT except as to latent defects, fraud, and Contractor's warranty obligations.

b. Inspection of Goods. Goods furnished under the Contract shall be subject to inspection and test by DISTRICT at times and place determined by DISTRICT. If DISTRICT finds goods furnished to be incomplete or not in compliance with the Contract, DISTRICT, at its sole discretion, may either reject the goods, require Contractor to correct any defects without charge, or negotiate with Contractor to sell the goods to DISTRICT at reduced prices, whichever DISTRICT deems equitable under the circumstances. If Contractor is unable or refuses to cure any defects within a time deemed reasonable by DISTRICT, DISTRICT may reject the goods and cancel the Contract in whole or in part. Any rejection of goods or materials whether held by DISTRICT or returned, will be at Contractor's risk and expense. Nothing in this paragraph shall in any way affect or limit DISTRICT's rights as Buyer under the UCC, including the rights and remedies relating to rejection under ORS 72.6020 and revocation of acceptance under ORS 72.6080.

c. Purchase Order Number Required. All invoices, packing lists, packages, shipping notices, and any other written document affecting this Contract shall contain the applicable purchase order number. Packing list(s) shall be enclosed with each and every shipment pursuant to this Contract indicating the contents therein. Each container (box, bag, etc.) shall show the purchase order number.

d. Warranties. Unless otherwise stated, all goods shall be free and clear of any liens or encumbrances and shall be new (and, if applicable, the current model) and shall carry full manufacturer warranties. Contractor warrants all goods delivered to be free from defects in labor, material, and manufacture and to be in compliance with the specifications set out in this Contract. All implied and express warranty provisions of the UCC are hereby incorporated by reference. Further, Contractor represents and warrants to DISTRICT that Contractor has the power and authority to enter into and perform this Contract and that this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor, enforceable in accordance with its terms.

e. Cash Discount. If DISTRICT is entitled to a cash discount, the period of computation shall start on the date the entire order is delivered or the date the invoice is received, whichever is later.

10. Services: Hours of Labor, Pay Equity (Required by ORS 279B.020, 279B.235). If this Contract includes the performance of "services" as defined in ORS 279A.010(1)(kk):

a. Contractor shall not employ any person for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy 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: (a) for all overtime in excess of eight hours a day or 40 hours in any one week when the workweek is five consecutive days, Monday through Friday; or (b) for all overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and (c) for work performed on Saturday and on any legal holiday specified in any applicable collective bargaining agreement or ORS 279B.020(1)(b)(B) to (G).

b. The Contractor shall comply with ORS 652.220 (Prohibition of discriminatory wage rates based on sex; employer not to discriminate against employee who is a complainant). Compliance is a material element of the Contract. Failure to comply is a breach that entitles the Owner to terminate the contract for cause.

c. The Contractor may not prohibit any of the Contractor's employees from discussing the employee's rate of wage, salary, benefits or other compensation with another employee or another person, and may not retaliate against an employee who does so.

11. Personal Services: Hours of Labor (Required by ORS 279B.020, 279B.235): If this Contract includes the performance of "personal services" as defined in the District's Public Contracting Rules, the Contractor shall pay the contractors employees who work under this Contract at least time and a half pay for all overtime the employees work in excess of 40 hours in any one week, except for employees who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. Section 201 to 209 from receiving overtime.

12. ORS 279A.110 (Nondiscrimination Certification).

The Contractor shall certify that the Contractor has not discriminated and will not discriminate against a Subcontractor in the awarding of a subcontract because the Subcontractor is a minority, women, or emerging small business enterprise certified under ORS 200.055 or a business that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225.

13. Tax Compliance Warranty (Required by ORS 279B.045). Contractor represents and warrants that Contractor has complied with the applicable tax laws of this state or a political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318. Contractor covenants that contractor 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 Contractor to comply with the applicable tax laws of this state or a political subdivision of this state before the execution of this Contract or during the term of this Contract is a default for which the District may terminate this Contract and seek damages and other relief available under the terms of this Contract or under applicable law.

14. Payment of Laborers (Required by ORS 279B.220). The Contractor shall:

a. Make payment promptly, as due, to all persons supplying to such Contractor labor or material for the prosecution of the work provided for this contract;

b. Pay all contributions or amounts due the Industrial Accident Fund by the Contractor or subcontractors, if permitted, incurred in the performance of this contract;

c. Not permit any lien or claim to be filed or prosecuted against the DISTRICT on account of any labor or material furnished; and

d. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to it by any person in connection with this contract as such claim becomes due, the DISTRICT may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of such contract. The payment of a claim in this manner shall not relieve the Contractor or the Contractor's surety, if any, from obligation with respect to any unpaid claims.

15. Condition concerning salvaging, recycling, composting or Mulching Waste Material (Required by ORS 279B.225.) If this contract involves lawn or landscape maintenance, the Contract shall salvage, recycle, compost or mulch yard waste material at an approved site, if feasible.

16. Payment for Medical Care and Workers Compensation (Required by 279B.230)

a. Contractor shall promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.

b. All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

17. ORS 279C.800 to 279C.870 (Payment of Prevailing Wage Required). If the total amount of this contract exceeds \$50,000, Contractor shall comply with the following requirements.

a. Each worker the Contractor, subcontractor or other person who is party to the contract uses in performing all or part of the Contract must be paid not less than the applicable prevailing rate of wage for each trade or occupation as defined by the Director of the State of Oregon Bureau of Labor and Industries ("BOLI") in the applicable publication entitled "Definitions of Covered Occupations for Public Works Contracts in Oregon." The latest prevailing wage rates for public works contracts in Oregon are contained in the following publications: The July 1, 2018 Prevailing Wage Rates for Public Works Projects in Oregon, the PWR Apprenticeship Rates. Such publications can be reviewed electronically at <https://www.oregon.gov/boli/WHD/PWR/Pages/index.aspx> and are hereby incorporated as part of the Contract Documents.

b. The Contractor and all Subcontractors shall keep the prevailing wage rates for this Project posted in a conspicuous and accessible place in or about the Project.

c. The Owner shall pay a fee to the Commissioner of the Oregon Bureau of Labor and Industries as provided in ORS 279C.825. The fee is to be paid to the Commissioner under the administrative rule of the Commissioner.

d. If the Contractor or any Subcontractor also provides for or contributes to a health and welfare plan or a pension plan, or both, for its employees on the Project, it shall post notice describing such plans in a conspicuous and accessible place in or about the Project. The notice shall contain information on how and where to make claims and where to obtain future information.

e. ORS 279C.836 (Public Works Bond Required): The Contractor shall:

(i) File a public works bond with the Construction Contractors Board pursuant to ORS 279C.836 before starting work on the Project, unless exempt under ORS 279C.836(2), (7), or (8).

(ii) Include in every subcontract a provision requiring the Subcontractor to file a public works bond with the Construction Contractors Board pursuant to ORS 279C.836 before starting work on the Project, unless exempt under ORS 279C.836(2), (7), or (8).

f. ORS 279C.845 (Prevailing Wage Certification; Additional Retainage):

(i) The Contractor and every Subcontractor shall file certified statements with the Owner in writing in the form prescribed by the Commissioner of the Bureau of Labor and Industries, certifying the hourly rate of wage paid each worker whom the Contractor or Subcontractor has employed upon such public work, and further certifying that no worker employed upon such public work has been paid less than the prevailing rate of wage or less than the minimum hourly rate of wage specified in the Contract, which certificate and statement shall be verified by the oath of the Contractor or the Contractor's surety or the Subcontractor or the Subcontractor's surety that the Contractor and any Subcontractor has read such statement and certificate and knows the contents thereof, and that the same is true to the Contractor or Subcontractor's knowledge. The certified statements must set out accurately and completely the payroll records for the prior week, including the name and address of each worker, the worker's correct classification, rate of pay, daily and weekly number of hours worked,

deductions made, and actual wages paid.

(ii) The certified statement must be delivered or mailed by the Contractor or Subcontractor to the Owner. Certified statements for each week during which the Contractor or Subcontractor employs a worker on the public work must be submitted once a month, by the fifth business day of the following month. Information submitted on certified statements may be used only to ensure compliance with the provisions of ORS 279C.800 to 279C.870. Notwithstanding any other provision of this Contract and in addition to any other retainage

required under this Contract, the Owner will retain 25 percent of any amount earned by the Contractor until the Contractor has filed the certified statements with the Owner as required by this section. The Owner will pay the retainage required under this section within 14 days after the Contractor files the certified statements required by this section.

(iii) The Contractor and each Subcontractor shall preserve the certified statements for a period of three years from the date of completion of the Contract.

18. Warranty.

- a. Contractor warrants to Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by Owner's Design Professional or Owner, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
- b. 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 Owner, whichever is later.
- c. If, after 10 days' notice, Contractor fails to proceed to cure any breach of this warranty, Owner may have the defects corrected and Contractor and its surety shall be liable for all expenses incurred. In case of an emergency where, in the opinion of Owner or Design Professional, delay would cause serious loss or damage, corrective work may be undertaken without advance notice to Contractor, but Contractor and its surety shall remain liable for all expenses incurred. The remedies stated in this subsection are not exclusive, but are cumulative of any other remedies Owner may have.
- d. Contractor shall assign all manufacturers' warranties to Owner and all guarantees and warranties of goods supplied under this Contract shall be deemed to run to the benefit of Owner. Contractor shall provide Owner with all manufacturers' warranty documentation and operations and maintenance manuals not later than the date of final acceptance of the Work by Owner.

19. Completion/Liquidated Damages:

- a. The Contractor shall achieve completion of the project no later than June 30, 2027.
- b. The Contractor acknowledges that the Owner will sustain damages as a result of the Contractor's failure to complete the Project in accordance with the Contract Documents. These damages may include, but are not limited to, delays in completion and use of the Project, and costs associated with contract administration, cost of extension of the DISTRICT'S existing contract, additional Project Team costs, and use of temporary facilities. The Contractor and the Owner acknowledge that the actual amount of damages would be difficult to determine accurately and agree

that the following liquidated damages figure represents a reasonable estimate of such damages and is not a penalty.

c. Liquidated damages will be up to \$16,000 for each month as of the first of the month that actual Completion exceeds the required date of Completion. This liquidated damages is based upon the cost to the DISTRICT of extending its current contract for these services on a month to month basis after its June 30, 2027, date of termination.

d. The Contractor agrees to pay to the Owner the liquidated damage sums set forth above for each day of delay or any fraction thereof, and further agrees that the Owner may deduct such sums from payments the Owner otherwise owes to the Contractor under the Contract. If such deduction does not result in payment to the Owner of the assessed liquidated damages in full, the Contractor will promptly pay any and all remaining sums due to the Owner upon demand.

20. Employees of Contractor. At the direction of Owner, Contractor will immediately remove any employee of Contractor from all Owner premises where Owner determines, in its sole discretion, that removal of such employee would be in the best interests of Owner.

21. Security. Any disclosure or removal of any matter and/or property, not in conjunction with the specifications, on the part of Contractor or Contractor's employees shall be cause for immediate cancellation of the Contract. Any liability, including but not limited to attorney fees, resulting from any action or suit brought against Owner as a result of Contractor's or Contractor's employees' willful or negligent release of information, documents, or property contained in or on Owner property shall be borne by Contractor. All information, documents, and property contained within these facilities shall be considered privileged and confidential.

22. Confidentiality. As required by the Family Educational Rights and Privacy Act, 20 USC 1232(g) ("FERPA") and ORS 326.565, Contractor shall not disclose any information or records regarding students or their families that Contractor may learn or obtain in the course and scope of its performance of this Agreement. The parties recognize that FERPA imposes strict penalties for improper disclosure or redisclosure of confidential student information, including but not limited to denial of access to personally identifiable information from education records, for at least five years (34 CFR 99.33(e)). Therefore, consistent with FERPA's requirements, personally identifiable information obtained by Contractor in the performance of this Agreement may not be re-disclosed to third parties without the written consent of the student's parent/guardian and must be used only for the purposes identified in this Agreement.

23. Non-Appropriation/Adequate Funding

a. If payment for work under this contract extends into the DISTRICT's next fiscal year, DISTRICT's obligation to pay for such work is subject to approval of future appropriations to fund this Contract by the School Board.

b. Continuation of this contract, at specified levels, is conditioned on adequate funding under the DISTRICT's budget adopted in June of each year. DISTRICT reserves the right to adjust the level of services in accordance with funding levels adopted.

24. Remedies. In the event of breach of this Contract the parties shall have the following remedies:

a. If terminated by the DISTRICT due to a breach by the Contractor, the DISTRICT may complete the work either itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall pay to the DISTRICT the amount of the reasonable excess.

b. In addition to other remedies provided in this contract for breach by the Contractor, the

DISTRICT also shall be entitled to any other equitable and legal remedies that are available.

c. If the DISTRICT breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of any Contract payments to which Contractor is entitled.

25. Hazardous Materials. Contractor shall notify the DISTRICT prior to using products containing hazardous chemicals to which the DISTRICT students or employees may be exposed. Products containing hazardous materials are those products as defined in OAR Chapter 437. Upon the DISTRICT's request, Contractor shall immediately provide Materials Safety Data Sheets.

26. Errors. The Contractor shall perform such additional work as may be necessary to correct errors in the work required under this contract without undue delays and without additional cost.

27. Access to Records. The Contractor agrees that the DISTRICT and its authorized representatives shall have access to the books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcripts.

Contractor shall maintain all fiscal records directly relating to this Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this Contract in such a manner as to clearly document Contractor's performance. Contractor acknowledges and agrees that the DISTRICT's duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans and writings of Contractor that are pertinent to this Contract to perform examinations and audits and make excerpts and transcripts. Contractor shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

28. 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, nonexclusive 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 reuse 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.

29. Security. Any disclosure or removal of any matter and/or property on the part of the Contractor or Contractor's employees shall be cause for immediate cancellation of the contract. Any liability, including, but not limited to, attorney fees, resulting from any action or suit brought against the DISTRICT as a result of the Contractor's or Contractor's employees' willful or negligent release of information, documents or property contained in or on DISTRICT property shall be borne by the Contractor. All information, documents and property contained within these facilities shall be considered privileged and confidential.

30. Compliance with Applicable Law. Contractor shall comply with all federal, state, and local laws applicable to public contracts and to the work done under this Contract, and all regulations and

administrative rules established pursuant to those laws.

- 31. Indemnity and Hold Harmless.** Contractor shall defend, indemnify, and hold the 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 contract 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 liability and indemnification to the DISTRICT, but is in addition to such common law or statutory provisions.
- 32. Insurance.** Contractor shall provide insurance in accordance with Attachment 5.
- 33. Waiver.** Waiver of any default under this Contract by the DISTRICT shall not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Contract.
- 34. 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 exist at the time of signing or any subsequent addenda. Any legal action involving any question arising under this Contract must be brought in Wasco 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.
- 35. 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.
- 36. 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.
- 37. Anti-discrimination 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, sexual orientation, source of income, or political affiliation in programs, activities, services, benefits or employment. Contractor shall not discriminate against minority-owned, women-owned or emerging small businesses.
- 38. Attorney Fees.** If a suit or action is filed to enforce any of the terms of this Contract, including a request for arbitration under Section 35 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 that 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.
- 39. 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.
- 40. 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: _____
Federal Tax ID# or Social Security # _____
Is Contractor a nonresident alien? ☐ Yes ☐ No
Business Designation (check one): ☐ Sole Proprietorship ☐ Partnership
_____ Corporation-for profit ☐ Corporation-non-profit ☐ Other [describe here: _____]

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 Attachments and any 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	_____ Title
_____ Name (please print)	_____ Date

FOREST GROVE SCHOOL DISTRICT NO. 15 SIGNATURE
(This contract is not binding on the DISTRICT until signed by the appropriate signing authority)

_____ Signature	_____ Title	_____ Date
_____ Name (please print)		