



JACKSON COUNTY LIBRARY DISTRICT

205 South Central Avenue
Medford, OR 97501
(541) 774-8679

NOTICE OF REQUEST FOR PROPOSALS (RFP) E-RATE SERVICES: CATEGORY 2 EQUIPMENT AND SERVICES RFP NUMBER: 202201

Date of Issue:
January 21, 2022

Closing Date and Time:
February 21, 2022 by 3:00 PM PST

Single Point of Contact (SPC):
Brittany Brite, Finance Manager, BBrite@jcls.org

Jackson County Library District (JCLD), which operates as Jackson County Library Services, is seeking proposals for Wireless Access Point refresh/upgrade at all 15 branch sites with installation, configuration, and cloud management with detailed reporting. The District will be submitting all services and equipment for E-Rate funding support during the upcoming Funding Year FY2022 (July 1, 2022 through June 30, 2023 or September 30, 2023 for Internal Connections). **As a precautionary measure due to the COVID-19 pandemic, proposals will be accepted electronically no later than 3:00 p.m. Pacific Time on February 21, 2022.** No proposals will be received after closing.

This RFP, including contract terms, conditions and specifications, may be obtained through the EPC portal for E-rate; on the Oregon Buys eProcurement System; and on the Jackson County Library District's website. RFP documents will not be mailed to prospective proposers.

Proposal Delivery Options

Submit proposals via email to the SPC, BBrite@jcls.org, Finance Manager.

This RFP is being conducted in accordance with ORS 279B.060, Competitive Sealed Proposals.

No pre-proposal conference will be held.

POSTED:

- January 21, 2022, EPC portal for E-rate, <https://forms.universalservice.org/portal/login>
- January 21, 2022, Oregon Buys, <https://oregonbuys.gov/bsa/>
- January 21, 2022, Jackson County Library District's website, <https://jcls.org/about/library-district/>

Section 1: Project & General Information

1.1 Purpose

The Jackson County Library District (“JCLD”), is issuing this Request for Proposals for the following E-Rate eligible services and equipment:

- Wireless Access Point Refresh/Upgrade with installation, configuration, and cloud management with detailed reporting

The District will be submitting all services and equipment for E-Rate funding support during the upcoming Funding Year FY2022 (July 1, 2022 through September 30, 2023).

Additional details on the Scope of the goods and services are included in the section that outlines the Scope of Work/Specifications.

JCLD anticipates the award of one or more Contracts from this RFP and prefers a term of 15 months, from July 1, 2022 thru September 30, 2023. The District reserves the right to limit the contracted scope of work, including scaling back the scope, removing sites and/or associated services/equipment, or making service substitutions, and will not incur termination liability, as a result.

1.2 Pre-proposal Conference

A pre-proposal conference will **NOT** be held for this RFP.

1.3 Submission of Questions

All inquiries, whether relating to the RFP process, administration, deadline, method of award, or the intent or technical aspects of the RFP must:

1. Be delivered to the SPC via email
2. Reference RFP#202201 (E-Rate Services)
3. Identify the Proposer’s name and contact information
4. Refer to the specific area of the RFP being questions (page, section, paragraph)
5. Be received by February 4, 2022, 3:00 PM PST

1.4 Addenda and Interpretations

Modifications to the RFP document, if any, will be made by written Addenda and published on USAC, Oregon Buys, and JCLD’s website by February 7, 2022. Prospective proposers are solely responsible for checking these websites to determine whether or not any Addenda have been issued. Addenda are incorporated into the RFP by this reference.

1.5 Award

Award will be made to the responsible firm submitting the most advantageous, responsive proposal as determined by the Selection Committee based on the following criteria. Note that the price of E-rate eligible goods and services is the most heavily weighted criterion.

- Cost of E-rate eligible goods and services (30%)
- Prior experience with vendor including past performance (25%)
- Management capability / One-source solutions, i.e., the ability to provide wireless access point equipment, installation/configuration, and cloud management with detailed reporting without the use of multiple sub-contractors (20%)
- Personnel Qualifications / Technical Solution (10%)
- Ineligible cost factors (10%)
- Local vendor (5%)

JCLD reserves the right to further negotiate any proposal, including price, with the highest rated respondent. If an agreement cannot be reached with the highest rated respondent, JCLD reserves the right to negotiate and recommend award to the next ranked respondent or subsequent respondents, until an agreement is reached. JCLD also reserves the right to reject all proposals.

1.6 Timeline

Issue RFP and Form 470	January 21, 2022
Post RFP on Oregon Buys and JCLS.ORG	January 21, 2022
Written Questions Due	February 4, 2022 at 3:00 PM Pacific Time
Q&A Documents; Written Addenda Posted	February 7, 2022
RFP Closes/Formal Bid Opening	February 21, 2022 at 3:00 PM Pacific Time
Evaluation Window	February 22-24, 2022
Issue Notice of Intent to Award	February 24, 2022
Protest Period Ends	March 3, 2022
Route Contract(s) to Parties	March 2, 2022
Include Contract(s) in Board Packet	March 4, 2022
JCLD Board Approves and Signs Contract(s)	March 16, 2022
Send Contract(s) for Counter Signature	March 17, 2022
Receive Counter-Signed Contract(s) Back	March 21, 2022
File Form 471 – Complete E-rate Filing Process	March 22, 2022
New Services Begin for FY2022 Funding Year	July 1, 2022

JCLD reserves the right to change this timeline.

Section 2: Proposal Format & Required Content

Proposal submissions should include the following information. All information should appear in the same order as outlined herein and shall be designated by headings as to the item which the response applies.

2.1 Minimum Requirements

Because the products and service(s) specified are being submitted to the Schools and Libraries Division (SLD) of the FCC as part of "E-Rate" Universal Service Fund (USF) discount eligibility, all posting and response procedures must satisfy SLD E-Rate submission requirements, Oregon state and local requirements, and Jackson County Library District requirements.

These requirements include, but are not limited to:

- Have no record of unsatisfactory performance. Proposers who are or have been seriously deficient in current or recent contract performance, in the absence of circumstances properly beyond the control of the Proposer, shall be presumed to be unable to meet this requirement.
- Have the ability to maintain adequate files and records and meet statistical reporting and FCC requirements.
- Have the administrative and fiscal capability to provide and manage the proposed services and to ensure an adequate audit trail.
- Have at least three (3) years' experience providing this type of service.
- The pre-discount cost and description of all equipment, services and related components, where available, should be clearly identified on the response in addition to the total pre-discount costs. A complete description of the product or service, as required by the SLD, must be attached to, or submitted with, these costs.
- The response must also clearly state the permanent SLD Service Provider Identification Number (SPIN) for the provider of the proposed equipment and/or services.
- Proposers are required to acknowledge all terms of this RFP and the 470 supplement. If the Proposer is unable to comply with any specific item, a list of detailed exceptions must be provided with the submission of the proposal. If exceptions are not indicated, then full compliance with requirements of the supplement will be assumed.
- Proposers must list and indicate the use of any proposed sub-Contractors and the scope of work for which they will be responsible. Jackson County Library District reserves the right to approve all sub-Contractors in writing prior to the commencement of work.

Please complete and sign **Attachment A** to this RFP, the **Proposer's Response Form**, and include the completed form in your firm's submittal.

2.2 Scope of Work / Specifications

Proposer shall provide one or more of the following Solutions. The Library District reserves the right to reject all proposals. The Library District reserves the right to award a contract for any portion of Solutions as it sees fit. Thus, Proposers should submit separate proposals for one or more of the Solutions described below. Proposers must confirm the ability to provide the following Solutions with the following specifications and requirements, and provide a description of how it will meet these requirements. In addition, proposers must meet the highest standards prevalent in the industry in providing the goods and services that the Library District is purchasing. The final proposal price must

include any and all applicable charges to the Library District, including taxes and surcharges. Please provide proposal(s) for the Solutions described below.

Library District Description

The library system consists of the 15 branch locations and one mobile technology services van listed below. Medford is the main library and the hub of the library system. The others are considered remote branches. Vendors are expected to serve all branch locations. If the vendor cannot serve a location, or cannot serve all remote branch locations equally, such limitations must be clearly explained.

Locations:

Applegate Library
18485 North Applegate Rd.
Grass Pass, OR 97527
Sq. Ft. 2,850

Phoenix Library
510 W. 1st St.
Phoenix, OR 97535
Sq. Ft. 5,946

Ashland Library
410 Siskiyou Blvd.
Ashland, OR 97520
Sq. Ft. 22,565 (2 story)

Prospect Library
150 Mill Creek Dr.
Prospect, OR 97536
Sq. Ft. 2,400

Butte Falls Library
626 Fir St.
Butte Falls, OR 97522
Sq. Ft. 1,025

Rogue River Library
412 E. Main St.
Rogue River, OR 97537
Sq. Ft. 11,460

Central Point Library
116 S. Third St.
Central Point, OR 97502
Sq. Ft. 8,515

Ruch Library
7919 Oregon 238
Jacksonville, OR 97530
Sq. Ft. 5,896

Eagle Point Library
239 W. Main St.
Eagle Point, OR 97524
Sq. Ft. 8,512

Shady Cove Library
22477 Oregon 62
Shady Cove, OR 97539
Sq. Ft. 5,646

Gold Hill Library
202 Dardanelles St.
Gold Hill, OR 97525
Sq. Ft. 4,982

Talent Library
101 Home St.
Talent, OR 97540
Sq. Ft. 7,068

Jacksonville Library
340 "C" St.
Jacksonville, OR 97530
Sq. Ft. 5,646

White City Library
3143 Avenue C
White City, OR 97503
Sq. Ft. 6,640

Medford Library
205 S. Central Ave.
Medford, OR 97501
Sq. Ft. 83,191 (2 story)

JCLD DART (Tech Van)
205 S Central Avenue
Medford, OR 97501
Sq. Ft. 148

SOLUTION A: WIRELESS ACCESS POINT REFRESH/UPGRADE

JCLD desires to replace its current Cloud Managed Aruba AP-215 Wireless Access Points with new access points at every branch location.

We require the ability to have multiple SSID's broadcasting from each WAP. These currently include a Public SSID, an Active Directory (AD) integrated Staff SSID and VOIP capable SSID. We would like to have a new SSID that will be an Active Directory (AD) integrated Public network SSID. WiFi traffic must be able to route through our existing Proxy content filter.

JCLD prefers to purchase a single WAP type for all branches to provide better consistency of service throughout the Library District. JCLD also desires to add additional WAPs and cabling at branch locations to increase parking area coverage.

JCLD is NOT requesting a specific product brand, however, an example of such a WAP is the Aruba AP-515. Any equivalent manufacturer solutions may be proposed.

The District reserves the right to limit the scope of work, including scaling back the scope, removing sites and/or associated services/equipment, or making service substitutions, and will not incur termination liability, as a result.

JCLD desires WAPs that are backward compatible as well as meet the following specifications:

- 802.11a/b/g/n/ac/ax

- POE devices (will connect to existing Juniper switches)

- Multiple SSIDs

- Maintain current SSID's

 - Staff- Active Directory (AD) integrated

 - Branch Name – Medford Library etc.

 - STF-PHN – Integrated with VOIP system

- New SSID

 - Public Domain – Active Directory (AD) integrate

- Integrate with the Proxy content filter

- Includes cloud management with detailed reporting functionality

 - Minimum reporting requirements include the ability to report the number of wireless sessions provided by the library wireless service annually

The current number of wireless access points at each site are listed below, along with the requested additional units:

Location	Aruba AP-215	Aruba AP-214 with Antenna AP- ANT-35a	Additional Outdoor units needed with cabling	Total
Applegate	1		1	2
Ashland*	8	1	1	10
Butte Falls	1			1
Central Point	2		1	3
Eagle Point	2		1	3
Gold Hill	1		1	2
Jacksonville	1		1	2
Medford#	16	1	1	18
Phoenix	2		1	3
Prospect	1		1	2
Rogue River	2		1	3
Ruch	2	1	1	4
Shady Cove	1			1
Talent	2		1	3
White City	2		1	3
Total	44	3	13	60
Notes:				
* Ashland has 3 floors - A lift may be required for mounting units				
# Medford has 3 Fiber inter-connected network closets				
Medford has 2 floors - A lift may be required for mounting units				

JCLD desires a fully-operational proposal that includes all components needed and professional installation and configuration. Proposers shall quote the cost of the wireless access points, cabling, installation/configuration, and cloud management with detailed reporting separately. The Proposer must provide qualified technical staff who have current, relevant industry and/or manufacturer certifications, and qualified project management staff to ensure a successful implementation. Proposers must be able to demonstrate a track record of successful implementation of similar networks.

Section 3: Proposal Evaluation Process

Upon receipt of proposals, JCLD will convene a committee to evaluate proposals using the following Proposal Evaluation Matrix.

Factor	Points Available	Vendor 1	Vendor 2	Vendor 3
Cost of eligible goods and services	30			
Prior experience including past performance	25			
Management Capability / One-Source Solutions*	20			
Personnel Qualifications / Technical Solution	10			
Ineligible cost factors	10			
Local vendor	5			
Total	100			

**, i.e., the ability to provide wireless access point equipment, cloud management with detailed reporting, and installation/configuration without the use of multiple sub-contractors*

JCLD reserves the right, after the proposal deadline has passed, to seek additional information in order to make an informed recommendation to the Library Board for consideration. The Selection Committee will then submit a recommendation to the Library Board for consideration. JCLD may undertake negotiations as permitted by OAR 137-047-0600(3)(b). If a contract(s) is awarded as a result of this RFP, JCLD will award the contract to the proposer whose proposal will best serve the interests of JCLD, based upon scoring and negotiation results.

Section 4: Instructions to Proposers

4.1 General

Proposers shall study carefully and conform to these “Instructions to Proposers” so that their proposals will be regular, complete and acceptable.

4.2 Proposals

All proposals shall be typed and must comply in all regards with the requirements of this solicitation. All proposals must include a completed **Proposer’s Response Form**, which is attached hereto as **Attachment A**.

4.3 Submission of Proposals

One (1) electronic copy of the proposal, which must include a completed **Proposer’s Response Form (Attachment A)**, must be emailed to the SPC at BBrite@jcls.org before the RFP closes. The email subject line should reference RFP#202201 (E-Rate Services). PDF files are preferred, but Word and Excel files will be accepted.

4.4 Receipt and Opening of Proposals

Proposals shall be submitted prior to the time fixed in the advertisement for proposals. Proposals received after the time so designated will be considered late proposals and will be returned unopened.

No responsibility will be attached to any official of the JCLD for the premature opening of, or the failure to open, an emailed proposal not properly addressed and identified.

4.5 Withdrawal of Proposals

Any proposals may be withdrawn prior to opening, pursuant to OAR 137-047-0440.

Proposers' proposals shall be valid for at least 180 days from RFP opening. The expiration date must be included in proposal.

4.6 Modification

Any proposer may modify its proposal per OAR 137-047-0440 by registered communication at any time prior to the scheduled closing time for receipt of proposals, provided such communication is received prior to the closing time. The communication should not reveal the proposal price but should provide that the final price or terms will not be known until the sealed proposal is opened.

4.7 Acceptance or Rejection of Proposals

Any evidence of collusion between proposers may constitute cause for rejection of any proposals so affected. In the award of the contract, JCLD will award the contract to the proposer whose proposal is deemed best for the public good. JCLD reserves the right to accept or reject any or all proposals.

4.8 Nondiscrimination

Submittal of a proposal in response to this RFP evidences proposer's agreement that, in performing the work called for by this proposal and in securing and supplying materials, proposer has not and will not discriminate against: 1) any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, physical or mental handicap, national origin or ancestry unless the reasonable demands of employment are such that they cannot be met by a person with a particular physical or mental handicap; and 2) a subcontractor in the awarding of a subcontract because the subcontractor is a minority, woman, or emerging small business enterprise certified under ORS 200.055, or a business enterprise that is owned or controlled by, or that employs a disabled veteran as defined in ORS 408.225.

4.9 Expenses Associated with Response

The Jackson County Library District will not be responsible for any expenses incurred in preparing and submitting a proposal. All proposals shall supply a straightforward, concise delineation of the vendor's capabilities to satisfy the requirements of this request.

4.10 Specifications Limiting Competition

Proposers may protest the procurement process or provisions of this RFP pursuant to OAR 137-047-0730. Protests shall include all information required by ORS 279B.405, including a statement of desired changes to the procurement process for this RFP. Such protests shall be in writing, labeled "Solicitation Protest – RFP#202201 (E-Rate Services)" and emailed to the SPC.

Such comments shall be submitted to JCLD no later than SEVEN (7) days prior to the opening date. No comments will be accepted after that time.

4.11 Employees Not to Benefit

No employee or elected official of JCLD shall be permitted to receive any share or part of this contract or any benefit that may arise there from.

4.12 JCLD Furnished Property

No material, labor or facilities will be furnished by JCLD unless otherwise provided for in the RFP.

4.13 Protest of Award

The award of the Contract(s) by JCLD's Board of Directors shall constitute a final decision of JCLD to award the contract(s) if no written protest of the award is filed pursuant to OAR 137-047-0740 with JCLD within SEVEN (7) calendar days from the notice of intent to award. If a timely protest is filed, the award is a final decision of JCLD only upon issuance of a written decision denying the protest and affirming the award. JCLD will not entertain a protest submitted after the time period established in this Section.

4.14 Reserved Rights

JCLD reserves the right:

- A. To cancel this Request for Proposal or reject any or all proposals at any time prior to an award. JCLD is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous.
- B. To reject any proposal not in compliance with all prescribed public bidding procedures and requirements.
- C. To reject for good cause any or all proposals upon JCLD's written finding that it is in the public interest to do so.
- D. To reject any and all proposals not meeting or differing from the specifications set forth herein.
- E. To waive any or all informalities in the proposals submitted.
- F. To consider the competency and responsibility of proposers in making any awards.
- G. To solicit additional information or proposal clarification from the proposers, or any one proposer, should JCLD deem such information necessary.
- H. In the event that two or more proposals are identical in price, fitness, availability and quality, award shall be made in accordance with OAR Rule 137-046-0300.

- I. In the event any proposer or proposers to whom a contract is awarded shall default in executing said formal contract or in furnishing a satisfactory performance bond within the time and manner herein after specified, to re-award the contract to another proposer or proposers.
- J. To extend the deadline for submitting proposals, in accordance with OAR 137-047-0430(3).
- K. To negotiate additions or deletions to equipment and/or services.

4.15 No Waiver of Legal Rights

JCLD shall not be precluded or stopped by any measurement, completion and acceptance of the work and payment therefore from showing that any such measurement, estimate or certificate is untrue or incorrectly made, or that the work or materials do not conform in fact to the contract. JCLD shall not be precluded or stopped, notwithstanding any measurement, estimate, or certificate, and payment in accordance therewith, from recovering from contractor and his/her surety such damages as it may sustain by reason of his/her failure to comply with the terms of the contract.

Neither the acceptance by JCLD, nor any representative of JCLD, nor any payment for acceptance of the whole or any party of the work, on any extension of time, nor any possession taken by JCLD, shall operate as a waiver of any portion of the contract or of any power herein reserved, or any right to damages herein provided. A waiver of any breach of the contract shall not be held as a waiver of any other subsequent breach of the contract.

4.16 Negotiation

JCLD may negotiate specification modifications and the contract price as permitted by JCLD's public contracting rules.

Section 5: Contract Award

Submittal of a proposal evidences proposer's intent to execute and be bound by the terms of the attached contract, which is attached hereto as **Attachment B**, and the ORS Chapter 279B Public Contracting Requirements for the Purchase of Goods and Services, which is attached hereto as **Attachment C**. The District reserves the right to limit the contracted scope of work, including scaling back the scope, removing sites and/or associated services/equipment, or making service substitutions, and will not incur termination liability, as a result. JCLD will enter into contract negotiations regarding any open terms with the highest ranked proposer. During negotiations JCLD may require any additional information it deems necessary to clarify the approach and understanding of the requested services. Any changes agreed upon during contract negotiations will become part of the final contract. The negotiations will identify a level of work and associated fee that best represents the efforts required. If JCLD is unable to come to terms with the highest rated proposer, discussions shall be terminated and negotiations will begin with the next highest rated proposer. JCLD may reject any and all proposals.

ATTACHMENTS

1. Attachment A – Proposer's Response Form (**submit completed form with proposal**)
2. Attachment B – Goods and Services Contract
3. Attachment C – ORS Chapter 279B Public Contracting Requirements

4. Attachment D – WAP Maps

**ATTACHMENT A:
PROPOSER'S RESPONSE FORM**

PROPOSER QUALIFICATIONS

1. Company Name: _____
2. Principal Address: _____
3. Telephone: _____
4. Fax: _____
5. FCC E-rate SPIN Number: _____
6. Business Organization (Check One)
____ Corporation, incorporated in the State of _____
____ Other (partnership, etc.) Explain _____
7. Parent Company (if any): _____
8. Affiliated telecommunications related companies: _____
9. Are you registered with the Oregon Public Utilities Commission to do business in Oregon? _____
10. Are you a resident proposer, as defined in ORS 279A.120? Yes ___ No ___
If not a resident, proposer's resident state is _____.
11. Do you have an Oregon office?
If yes, contact person: _____
Title: _____
Office Location: _____
Telephone: _____
Fax: _____
E-mail: _____
12. In separate attachments, please provide the following backup information, which will help us in our qualification process: most recent annual report, audited financial statement, biographies of corporate officers and/or major decision makers, and your standard promotional package.

The undersigned, through the formal submittal of this proposal response, declares that proposer has examined all related proposal documents and read the instruction and conditions, and hereby proposes to furnish compatible goods and services in accordance with the proposal documents herein, for the price set forth in the proposal submittal attached hereto, and forming a part of this proposal.

By proposer's signature below, proposer hereby represents as follows:

- (a) That no Director, officer, agent or employee of Jackson County Library District (JCLD) is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of JCLD, its Directors, officers, agents, or employees had induced him to enter into this contract and the papers made a part hereof by its terms;
- (b) The proposer and each person signing on behalf of any proposer certifies, in the case of a joint proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:
 - 1. The prices in the proposal have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other proposer or with any competitor;
 - 2. Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the proposer prior to the proposal deadline, either directly or indirectly, to any other proposer or competitor;
 - 3. No attempt has been made nor will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restraining trade;
 - 4. Proposer has not and will not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, woman or emerging small business enterprise certified under ORS 200.055, or against a business enterprise that is owned or controlled by, or that employees a disabled veteran as defined in ORS 408.225.
 - 5. All costs required to deliver the proposed solution have been included in the proposal. By submitting a proposal, the proposer certifies that it has engineered a full solution including all monthly recurring charges, all installation charges, and all special construction costs. JCLD SHALL NOT BE LIABLE FOR ADDITIONAL CHARGES THAT ARE NOT STATED IN YOUR PROPOSAL. All charges for overtime, installation, shipping, et cetera, must be included in your costs.
 - 6. Proposer hereby agrees to comply with all applicable Oregon Public Contracting Code provisions, as more specifically described in the attached contract and associated Exhibit C.

All of the information provided on this statement and any backup documentation is true and accurate to the best of my knowledge.

Signature: _____ Title: _____

Print Name: _____ Date: _____

PROPOSER BACKGROUND – Additional Information:

1. How large is your current client base?
 - a. Percent Residence _____
 - b. Percent Business _____
2. Name, title, telephone, email, etc. for primary contacts for the proposal
3. Is your company currently for sale or involved in any transactions to expand or to be acquired by another organization? If so, explain.
4. Has your company been involved in a merger, acquisition, or reorganization in the last five years? If so, describe.
5. Number of years in businesses related to the systems and services outlined in this RFP.
6. Company-wide annual sales volume.
7. Number of employees.
8. Would we have an account team assigned to JCLD?
9. Describe the members of the team and each person's responsibilities.
10. How many customers does this account team handle?
11. Would the account team be local?
12. Provide an escalation list for the account team, with names, telephone numbers, and email addresses.
13. For routine orders and changes, who do we contact?
14. Do you have your own service staff? If so, how many local technicians do you have?
15. What is the location of the service staff?
16. Are the technicians subcontractors?
17. What hours are the technicians available?
18. Describe how technicians can be reached.
19. How many technicians do you have on call?
20. Who will be responsible for coordination of the installation?
21. How do we contact this person?

22. What type of status reporting is provided during the installation process?
23. How do we open a trouble ticket?
24. When opening a trouble ticket, will the person taking the call have access to a customer's specific account information, such as a list of people authorized to place tickets, specific customer procedures, et cetera?
25. After normal business hours, are trouble calls transferred to a different, centralized call center?
26. If so, does this call center have access to specific information about each customer's account?
27. Does your call center have the ability to perform remote diagnostics?
28. What are your escalation procedures for trouble tickets?
29. What are your procedures for providing status information and problem resolution timeframes to the customer?
30. List of subcontractors (if any) and their expected role.
31. What is your timeline for bringing all sites online? (Note: Proposals requiring little to no special construction should be able to bring all sites online by the July 1 start of the funding year.)
32. Include a network diagram for each response/proposed solution.
33. What sets your solution(s) and service levels apart from that of other vendors?
34. Customer references
 - a. For each solution proposed, provide 3 references who can accurately reflect system performance and company support. References should include similar installations in terms of size, complexity, bandwidth, and traffic levels.

ATTACHMENT B:

**JACKSON COUNTY LIBRARY DISTRICT
CONTRACT FOR GOODS & SERVICES**

BASED UPON the proposal submitted in response to the Request for Proposals (RFP) for E-rate Services, as issued by the JACKSON COUNTY LIBRARY DISTRICT, a library district organized under Chapters 198 and 357, hereinafter called "District", and _____, hereinafter called "Contractor" hereby enter into a contract for the purchase of goods and services in accordance with the specifications and proposal provided.

1. CONTRACTOR'S INFORMATION

NAME: _____

ADDRESS: _____

CITIZENSHIP: _____

Non-resident alien: Yes No

Federal Tax ID Number: _____

(Contractor must provide Federal TID number)

Oregon Business License # _____

This information herein will be reported to the Internal Revenue Services (IRS) under the name and taxpayer ID number submitted. (See IRS 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject Contractor to 31% backup withholding.

2. DESCRIPTION OF CONTRACTOR'S SERVICES AND DELIVERY SCHEDULE

3. COMPENSATION

- a. Compensation. Contractor shall provide materials and services stated in the pricing and discount schedules as show in Contractor's Proposal, Exhibit B. District will pay for materials and services upon delivery and acceptance, if satisfied, in District's sole discretion.
- b. Invoices. Payments shall be based upon Contractor's invoices submitted to District, detailing the order's fees and costs, as specified in Exhibits A and B. Billings shall be sent to Jackson County Library District, Attention: Accounts Payable, 205 South Central Avenue, Medford, OR 97501.
- c. Payments.
 - i. District will review Contractor's invoice and within ten (10) days of receipt notify Contractor in writing if there is a disagreement or dispute with the invoice, materials or services. If there are no such disputes, District shall pay the invoice amount in full within thirty (30) days of invoice date.

- ii. If District fails to make any payment due Contractor for materials and services within thirty (30) days of the date on Contractor's invoice, late fees will be added to amounts due Contractor at the rate of 1.0 percent (1%) per month from original invoice date. Invoices indispute are not subject to such late fees until such time as they are no longer in dispute.

4. EFFECTIVE DATE AND DURATION

This Contract shall become effective on July 1, 2022. Unless earlier terminated or extended, this contract shall expire on September 30, 2023 or when Contractor's completed performance has been accepted by District, **whichever event occurs first**. However, such expiration shall not extinguish or prejudice District's right to enforce this contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor's performance that has not been cured.

5. CONTRACT DOCUMENTS

This contract between the parties consists of this Contract for Goods and Services, Request for Proposals (**Exhibit A**), Contractor Proposal - Scope of Work (**Exhibit B**), and Oregon Public Contracting Requirements for Goods and Services contracts (**Exhibit C**), which contain all the terms and conditions of the contract. In the case of a conflict, terms of this Contract shall prevail, followed by Exhibit C, then Exhibits A and B, in that order.

6. AMENDMENTS

The terms of this contract shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written instrument signed by the parties, however, the District reserves the right to limit the contracted scope of work (**Exhibit B**), including scaling back the scope, removing sites and/or associated services/equipment, or making service substitutions, and will not incur termination liability, as a result.

7. INDEPENDENT CONTRACTOR; RESPONSIBILITY FOR TAXES AND WITHHOLDING; RETIREMENT SYSTEM STATUS

- a. Contractor shall perform the work required by this contract as an independent contractor. Although the District reserves the right (i) to determine (and modify) the delivery schedule for the work to be performed and (ii) to evaluate the quality of the completed performance, the District cannot and will not control the means or manner of the Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the work.
- b. The Contractor represents and warrants that Contractor (i) is not an employee of Jackson County Library District (ii) is not currently employed by the Federal Government, and (iii) meets the specific independent contractor standards of ORS 670.600, as certified below in paragraph 25.
- c. Contractor shall be responsible for all federal or state taxes applicable to any compensation or payments paid to Contractor under this contract and, unless Contractor is subject to backup withholding, District will not withhold from such compensation or payments any amounts(s) to cover Contractor's federal or state tax obligations. Contractor is not eligible for any federal Social Security, unemployment insurance, or workers' compensation benefits from compensation or payments paid to Contractor under this contract, except as a self-employed individual.

8. SUBCONTRACTS AND ASSIGNMENT

Contractor shall not enter into any subcontracts for any of the Work required by this Contract or assign or transfer any of its interest in this Contract without District's prior written consent. Any proposed use of a subcontractor which is located outside the United States or use of subcontract labor or facilities located outside the United States must be called to the specific attention of District. District's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

9. SUCCESSORS AND ASSIGNS

Neither party shall subcontract, assign or transfer its interest in this Contract without the express written consent of the other party, and such consent shall not be unreasonably withheld. In addition to any other provisions, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound to the same provisions herein as if the subcontractor were the Contractor.

The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns. Consent of District given to a subcontractor does not relieve the Contractor of any obligations and responsibilities under this Contract, including Contractor's responsibility for any goods and services to be provided by any subcontractor.

10. NO THIRD-PARTY BENEFICIARIES

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, is intended to give, or shall be construed to give or provide, any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this contract.

11. FUNDS AVAILABLE AND AUTHORIZED

District has sufficient funds currently available and authorized for expenditure to finance the costs of this contract within the District's fiscal year budget. Contractor understands and agrees that District's payment of amounts under this contract attributable to work performed after the last day of the current fiscal year is contingent on District appropriations, or other expenditure authority sufficient to allow District, in the exercise of its reasonable administrative discretion, to continue to make payments under this contract. In the event the District has insufficient appropriations, limitations or other expenditure authority, District may terminate this contract without penalty or liability to the District, effective upon the delivery of written notice to Contractor, with no further liability to Contractor.

12. TERMINATION

- a. Mutual Consent or No Cause. This contract may be terminated at any time by mutual consent of both parties or upon 30 days' written notice by either party.
- b. For Cause. District may terminate or modify this contract, in whole or in part, effective upon delivery of written notice to Contractor, or at such later date as may be established by District, under any of the following conditions:
 - i. If District funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services;
 - ii. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract; or
 - iii. If any license or certificate required by law or regulation to be held by Contractor to provide the services required by this contract is for any reason denied, revoked, suspended, or not renewed.
 - iv. If needed, resulting from physical inspection of sites, to limit the contracted scope of work (**Exhibit B**), including scaling back the scope, removing sites and/or associated services/equipment, or making service substitutions, and will not incur termination liability, as a result.
- c. For Default or Breach.
 - i. Either 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, or within such other period as the party giving the notice may authorize or require, then the contract may be terminated at any time thereafter by a written notice of termination by the party giving notice.
- ii. Time is of the essence for Contractor's performance of each and every obligation and duty under this contract. District, by written notice to Contractor of default or breach, may at any time terminate the whole or any part of this contract if Contractor fails to provide services called for by this contract within the time specified herein or in any extension thereof.
 - iii. The rights and remedies of District provided in this subsection c are not exclusive and are in addition to any other rights and remedies provided by law or under this contract.
 - d. Obligation/Liability of Parties. Termination or modification of this contract pursuant to subsections a, b or c above shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination or modification. However, upon receiving a notice of termination Contractor shall immediately cease all activities under this contract, unless expressly directed otherwise by District in the notice of termination. Further, upon termination and District's request, Contractor shall deliver to District all contract documents, information, works-in-progress and other property that are or would be deliverables had the contract been completed. District shall pay Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract.

13. REMEDIES

As required by ORS 279B.060(2)(h), the District must specify the consequences of the Contractor's failure to perform the scope of work or to meet the performance standards established by this Contract. Those consequences may include, but are not limited to:

- a. Reduction or withholding of payment under this Contract;
- b. JCLD's right to require Contractor to perform, at the Contractor's expense, any additional work necessary to perform the scope of work or to meet the performance standards established by this Contract; and
- c. District's rights, which District may assert individually or in combination, to declare a default of the resulting Contract, to terminate the Contract, and to seek damages and other relief available under the Contract or applicable law.

14. RECORDS MAINTENANCE; ACCESS; OWNERSHIP OF WORK PRODUCT; LICENSE

- a. Records Maintenance; Access. Contractor shall maintain all fiscal records relating to this contract in accordance with generally accepted accounting principles, and federal circulars (as applicable). In addition, Contractor shall maintain any other records pertinent to this contract in such a manner as to clearly document Contractor's performance hereunder. Contractor acknowledges and agrees that District and its duly authorized representatives shall have access to such fiscal records and to all other books, documents, electronic files, papers, plans and writings of Contractor that are pertinent to this contract for the purpose of performing examinations and audits, and making excerpts and transcripts. Contractor further acknowledges records generated as a result of this Contract may be subject to disclosure pursuant to the Oregon Public Records Act.
- b. Ownership of Work Product; License. All work products of the Contractor that result from this contract ("the work products") are the exclusive property of the District. In addition, if

any of the work products contain intellectual property of the Contractor that is or could be protected by federal copyright, patent, or trademark laws, or state trade secret laws, Contractor hereby grants District a perpetual, royalty-free, fully paid-up, nonexclusive and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, use and re-use, in whole or in part, and to authorize others to do so, all such work products, including but not limited to any information, designs, plans or works provided or delivered to the District or produced by the Contractor under this contract.

15. COMPLIANCE WITH APPLICABLE LAW

Contractor shall comply with all federal, state and local laws and ordinances as applicable to the work under this contract. Failure to comply with such requirements shall constitute a breach of Contract and shall be grounds for Contract termination. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following as applicable: (i) Title VI and VII of Civil Rights Act of 1964, as amended; (ii) Section 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) The Health Insurance Portability and Accountability Act of 1996; (iv) The Americans with Disabilities Act of 1990, as amended; (v) ORS Chapter 659A; as amended (vi) All regulations and administrative rules established pursuant to the foregoing laws; and (vii) All other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Owner's performance under the Contract is conditioned upon Contractor's compliance with the provisions of ORS Chapter 279A, B, and C, which are incorporated by reference herein.

16. FOREIGN CONTRACTOR

If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this contract.

17. GOVERNING LAW; JURISDICTION; VENUE

This contract shall be governed and construed in accordance with the laws of the State of Oregon without resort to any jurisdiction's conflict of laws, rules or doctrines. Any claim, action, suit or proceeding (collectively, "the claim") between the District (and/or any other entity or department of the State of Oregon) and the Contractor that arises from or relates to this contract shall be brought and conducted solely and exclusively within the Circuit Court of Jackson County for the State of Oregon. If, however, the claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon filed in Jackson County, Oregon. Contractor, by the signature herein of its authorized representative, hereby consents to the *in personam* jurisdiction of said courts. In no event shall this section be construed as a waiver by District of any form of defense or immunity, based on the Eleventh Amendment to the United States Constitution, or otherwise, from any claim or from the jurisdiction.

18. WARRANTY

Contractor's warranty is as stated within Exhibit B. Contractor further warrants that all materials and services provided under this Agreement shall be fit for the purpose(s) for which intended, for merchantability, that material and equipment shall be properly packaged, that proper instructions and warnings shall be supplied, and that the Project shall conform to the requirements and specifications herein. Acceptance of any service and inspection incidental thereto by District shall not alter or affect the obligations of Contractor or the rights of District.

19. INDEMNITY; INSURANCE

- a. Indemnity. Insurance provided by contractor will be primary and non-contributory over any other insurance provided to the Additional Insured. Contractor shall defend, save, hold harmless, and indemnify Jackson County Library District and its elected officials, officers, agents, contractors, employees, and volunteers from all claims, suits, or actions of whatever nature resulting from or arising out of the activities of Contractor or its officers, employees, subcontractors, or agents under this contract.
- b. Insurance. Contractor shall at its own expense provide the following insurance:
 - i. **Worker's Compensation** insurance in compliance with ORS 656.017.
 - ii. **General Liability** insurance including Products & Completed Operations coverage with a combined single limit, or the equivalent, of not less than \$5,000,000. It shall include contractual liability coverage for the indemnity provided under this contract.
 - iii. **Network Security and Privacy Liability** coverage in an amount not less than \$2,000,000 per claim and annual aggregate, covering all acts, errors, omissions, negligence, infringement of intellectual property (except patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, breach of privacy perils, wrongful disclosure, collection, or other negligence in the handling of confidential information, privacy perils, and including coverage for related regulatory defense and penalties; data breach expenses, in an amount not less than \$2,000,000 and payable whether incurred by District or Contractor including but not limited to consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services in the performance of services for JCLD or on behalf of JCLD hereunder. The policy shall include coverage for third party claims. The policy shall contain an affirmative coverage grant for contingent bodily injury and property damage emanating from the failure of the technology services or an error or omission in the content/information provided. Such insurance shall be maintained in force at all times during the term of the agreement and for a period of three years thereafter for services completed during the term of the agreement.
 - iv. **Technology Errors & Omissions Insurance** coverage in an amount not less than \$2,000,000 per claim and annual aggregate, covering any and all errors, omissions, or negligent acts in the delivery of products, services, and/or licensed programs under this contract. Coverage shall include copyright infringement, infringement of trade dress, domain name, title or slogan. In the event that the Tech E&O insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years, beginning at the time work under this Contract is completed.
- c. Notice of cancellation or change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days' written notice from the Contractor or its insurer(s) to the District.
- d. Certificates of Insurance. As evidence of the insurance coverage required by this contract, the Contractor shall furnish acceptable insurance certificates prior to commencing work under this contract.
- e. Additional Insured. Contractor shall name Jackson County Library District, and its elected officials, officers, agents, employees, and volunteers as Additional Insureds on all insurance policies required herein, except Worker's Compensation, but only with respect to Contractor's services to be provided under this Contract. A copy of the Additional Insured Endorsement must be provided to the District with the Certificate of Insurance. The certificate will specify all of the parties who are Additionally Insured. Insuring companies or entities are subject to District acceptance. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the District. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

20. FORCE MAJEURE

Neither District nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, or war where such cause was beyond, respectively, District’s or Contractor’s reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this contract.

21. SEVERABILITY

The parties agree that 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 to be invalid.

22. WAIVER

The failure of District to enforce any provision of this contract shall not constitute a waiver by District of that or any other provision.

23. EXECUTION AND COUNTERPARTS

This contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

24. PRIOR APPROVAL REQUIRED

Approval by the Jackson County Library District’s Board of Directors is required before any work may begin under this contract.

25. NOTICE

Notices required by this contract must be given in writing by personal delivery or mail at the following addresses unless some other means or method of notice is required by law:

Jackson County Library District
205 South Central Avenue
Medford, OR 97501

Contractor Name
Contractor Address
Contractor City State Zip

Each party will notify the other of any change of address.

26. MERGER CLAUSE

THIS CONTRACT AND ATTACHED EXHIBITS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS

CONTRACT. CONTRACTOR, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

27. CERTIFICATIONS/REPRESENTATIONS:

Contractor, under penalty of perjury, certifies that (a) the number shown on this form is its correct taxpayer ID (or is waiting for the number to be issued to it) and (b) Contractor is not subject to backup withholding because (i) it is exempt from backup withholding or (ii) it has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified it that it is no longer subject to backup withholding. Contractor further represents and warrants to District that (a) it has the power and authority to enter into and perform the work, (b) the Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms, (c) the work under the Contract shall be performed in accordance with the highest professional standards, and (d) Contractor is qualified, professionally competent and duly licensed to perform the work. Contractor also certifies under penalty of perjury that its business is not in violation of any Oregon tax laws, and it is a corporation authorized to act on behalf of the entity designated above and authorized to do business in Oregon or is an independent contractor as defined in the contract documents, and has checked four or more of the following criteria:

- (1) I carry out the labor or services at a location separate from my residence or in a specific portion of my residence, set aside as the location of the business.
- (2) Commercial advertising or business cards or a trade association membership are purchased for the business.
- (3) Telephone listing is used for the business separate from the personal residence listing.
- (4) Labor or services are performed only pursuant to written contracts.
- (5) Labor or services are performed for two or more different persons within a period of one year.
- (6) I assume financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services to be provided.

Contractor

(Date)

IN WITNESS WHEREOF, THE PARTIES OR THEIR DULY AUTHORIZED REPRESENTATIVES HAVE SIGNED THIS CONTRACT:

CONTRACTOR

Contractor (Date)

Title: _____

JACKSON COUNTY LIBRARY DISTRICT

Board President (Date)

Approved as to legal sufficiency:

Jacquelyn Bunick (Date)

ATTACHMENT C:

**ORS CHAPTER 279B PUBLIC CONTRACTING REQUIREMENTS
FOR THE PURCHASE OF GOODS AND SERVICES**

- (1) Contractor shall make payment promptly, as due, to all persons supplying contract labor or materials for the performance of the work provided for in the contract. ORS 279B.220(1).
- (2) Contractor shall pay all contributions or amounts due to the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract. ORS 279B.220(2).
- (3) Contractor shall not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. ORS 279B.220(3).
- (4) Contractor shall pay to the Department of Revenue all sums withheld from employees under ORS 316.167. ORS 279B.220(4).
- (5) Contractor agrees that if Contractor fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the Contractor or a Subcontractor by any person in connection with the contract as such claim becomes due, the District may pay such claim to the persons furnishing the labor or material and charge the amount of payment against funds due or to become due Contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the Contractor or his surety from his or its obligation with respect to any unpaid claim. If the District is unable to determine the validity of any claim for labor or material furnished, the District may withhold from any current payment due Contractor an amount equal to said claim until its validity is determined and the claim, if valid, is paid.
- (6) Every public contract shall contain a condition that the contractor shall promptly, as due, make payment to any person, co-partnership, 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 ORS 279B.230(1).
- (7) Every public contract shall contain a clause or condition that 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. ORS 279B.230(2).

- (8) Contractor shall pay the contractor's employees who work under the public contract at least time and a half for all overtime the employees work in excess of 40 hours in any one week, except for employees under a personal services public contract who are excluded under ORS 653.010 to 653.261 under 29 U.S.C. 201 to 209 from receiving overtime. ORS 279B.235(3).
- (9) Contractor shall give notice in writing to employees who work on a public contract, either at the time of hire or before work begins on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the contractor may require the employees to work. ORS 279B.235(2).
- (10) All sums due the Industrial Accident Fund and the State Unemployment Compensation Trust Fund from the Contractor or Subcontractor in connection with the performance of the contract shall be promptly so paid. ORS 701.430.
- (11) The contract may be canceled at the election of District for any willful failure on the part of Contractor to faithfully perform the contract according to its terms.
- (12) Contractor certifies its compliance with all applicable state and local tax laws, including but not limited to ORS 305.385, ORS 305.620, ORS chapters 316, 317 and 318 and Chapter 539 Oregon Laws 2015 (SB 675). Contractor certifies it will continue to comply with all such tax laws during the term of this contract. Contractor's failure to comply with such state and local tax laws prior to executing this contract or during the term of this contract constitutes a default for which District may terminate this contract and seek damages and other relief available under the terms of this contract or applicable law.
- (13) Contractor certifies that it has not discriminated and will not discriminate against minorities, women, emerging small business enterprises certified under ORS 200.055 or a business enterprise that is owned or controlled by or that employs a disabled veteran as defined in ORS 408.225 in obtaining any required subcontractors. ORS 279A.110(1).
- (14) As used in this section, "nonresident contractor" means a contractor that has not paid unemployment taxes or income taxes in the state of Oregon during the 12 calendar months immediately preceding submission of the bid for the contract, does not have a business address in this state, and stated in the bid for the contract that it was not a "resident bidder" under ORS 279A.120(b). When a public contract is awarded to a nonresident contractor and the contract price exceeds \$10,000, the contractor shall promptly report to the Department of Revenue on forms to be provided by the department the total contract price, terms of payment, length of contract and such other information as the department may require before the bidder may receive final payment on the public contract. ORS 279A.120(3).

WAP Maps



WAP MAP

APPLEGATE BRANCH LIBRARY
JACKSON COUNTY LIBRARIES
18485 NORTH APPLEGATE ROAD, APPLEGATE, OREGON

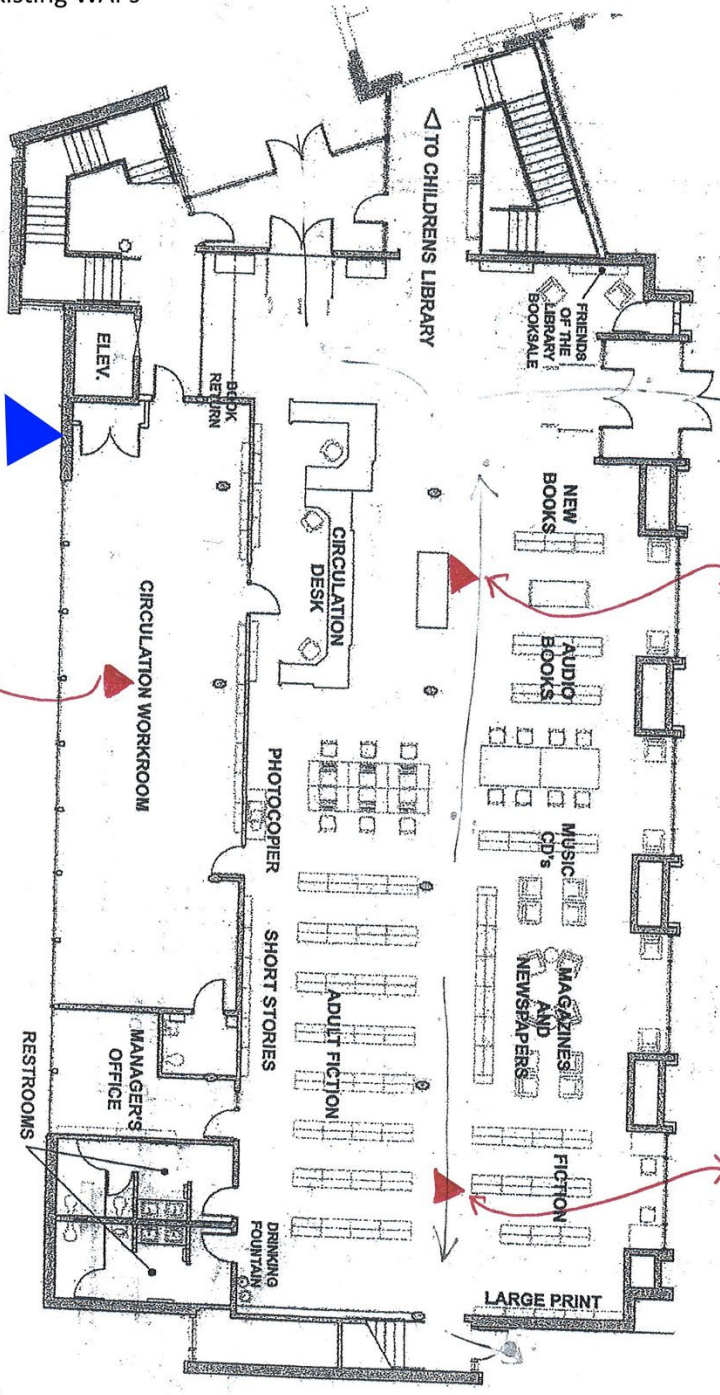
ASHLAND PUBLIC LIBRARY

WAP MAP

MAIN LEVEL

Existing WAPs

Proposed Additional WAP



WAP # 261, 262

Existing WAP # 259, 260

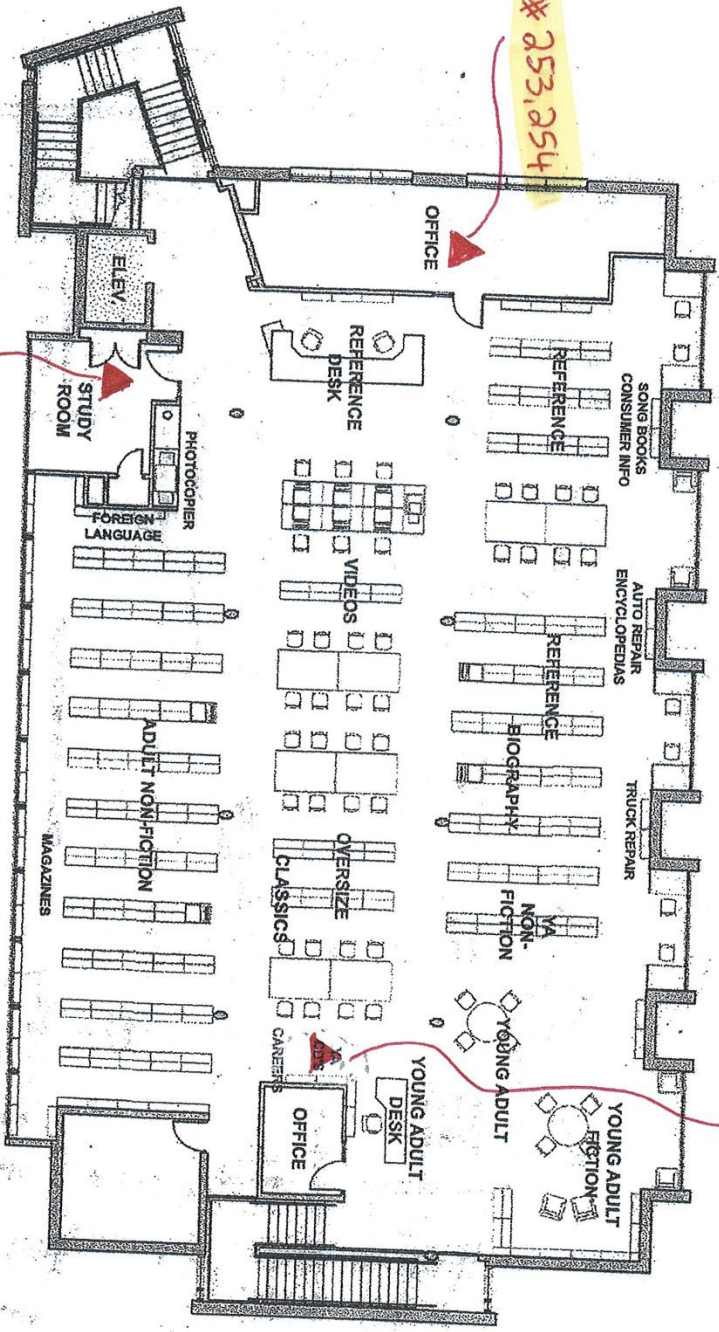
WAP # 257, 258

ASHLAND PUBLIC LIBRARY

WAP MAP

UPPER LEVEL

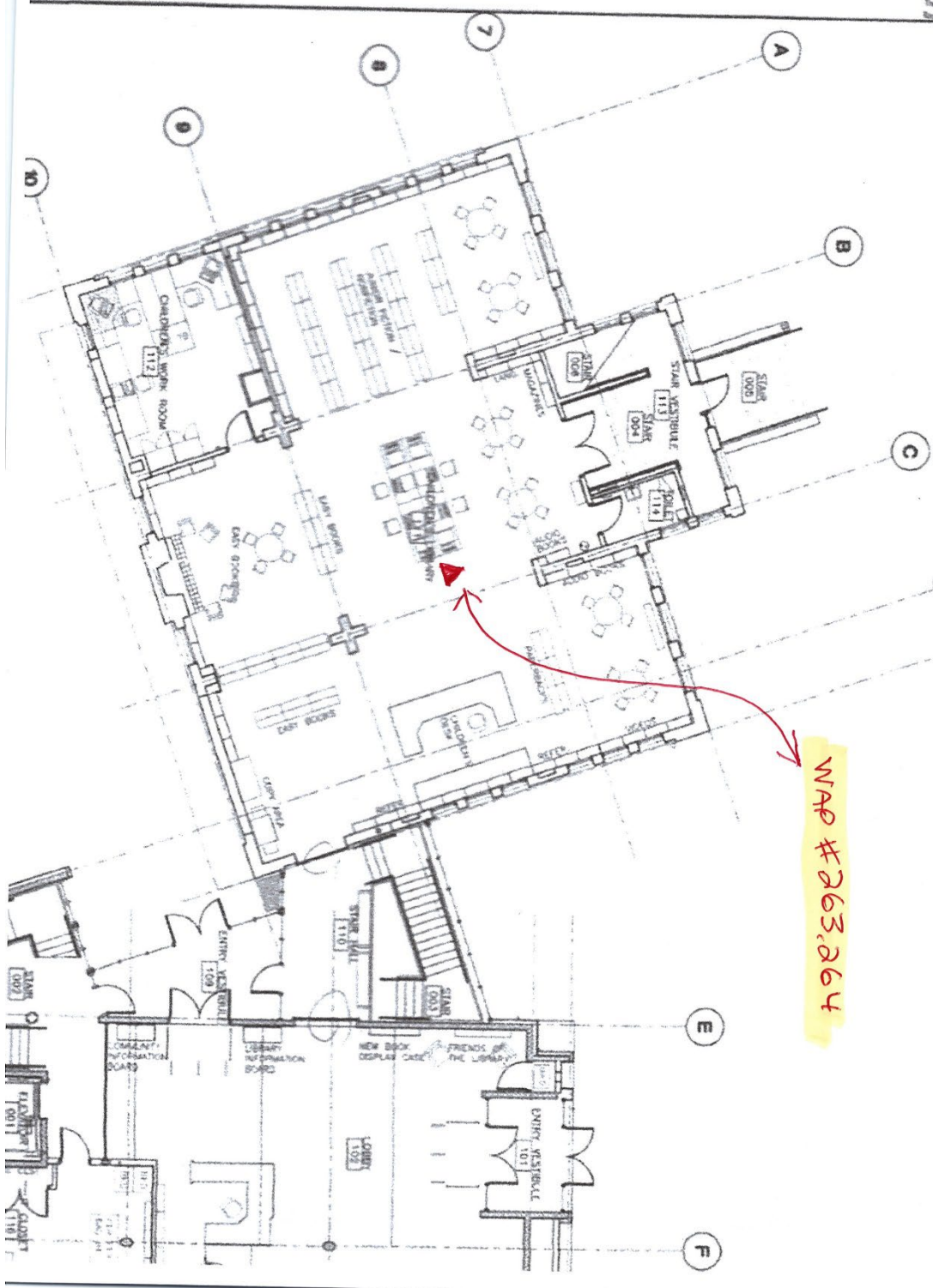
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WAP # 253, 254

WAP # 255, 256

WAP # 251, 252



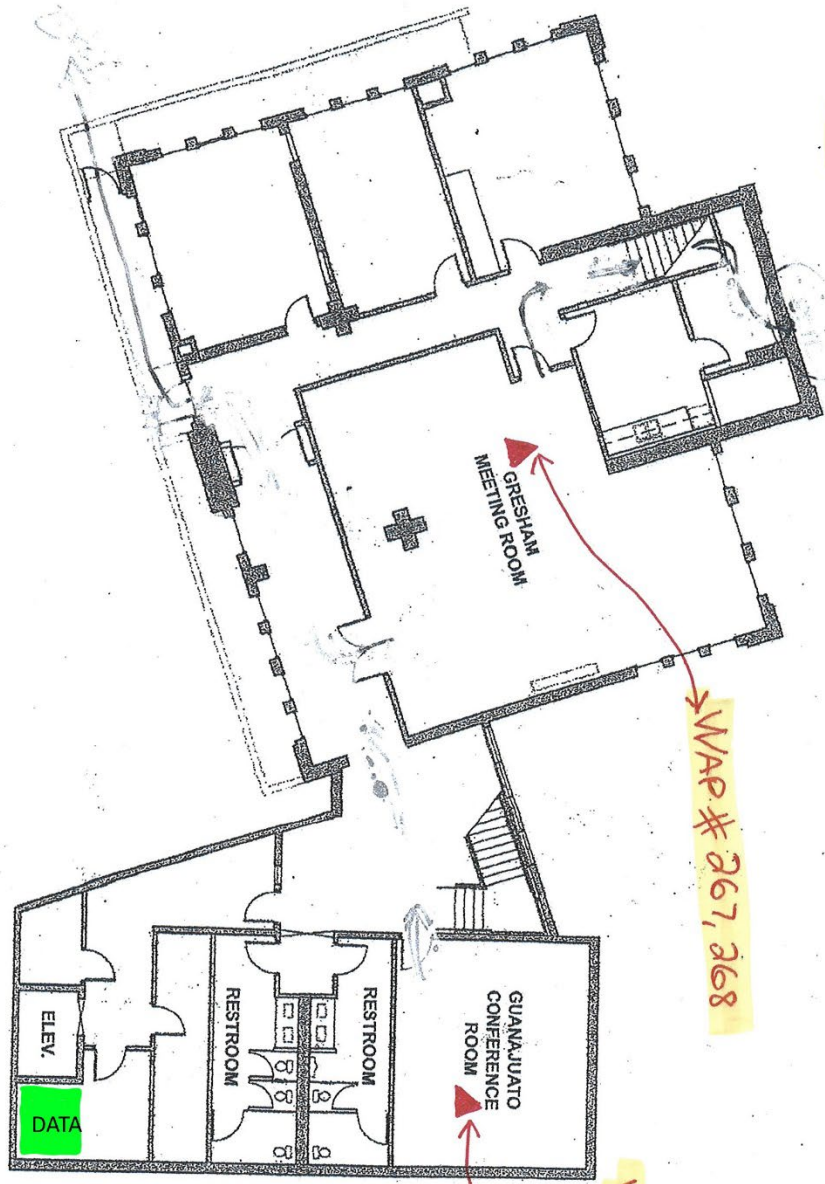
ASHLAND LIBRARY - OLD MASS FLOOR 2
WAP MAP - CHILDRENS SECTION

WAP # 263,264

ASHLAND PUBLIC LIBRARY

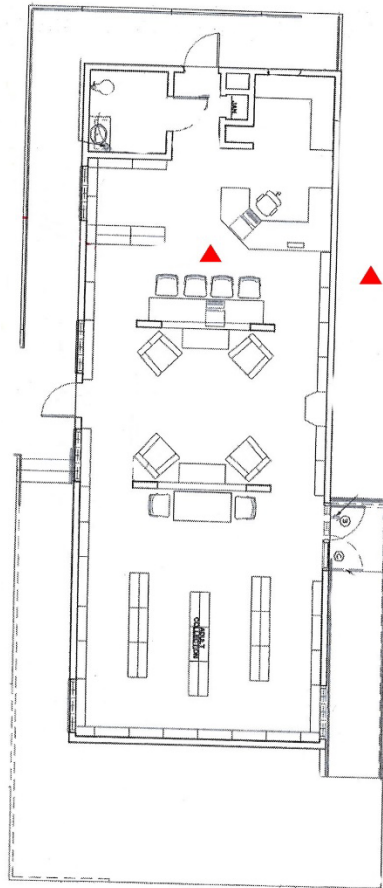
LOWER LEVEL

WAP MAP



WAP # 267, 268

WAP # 265, 266

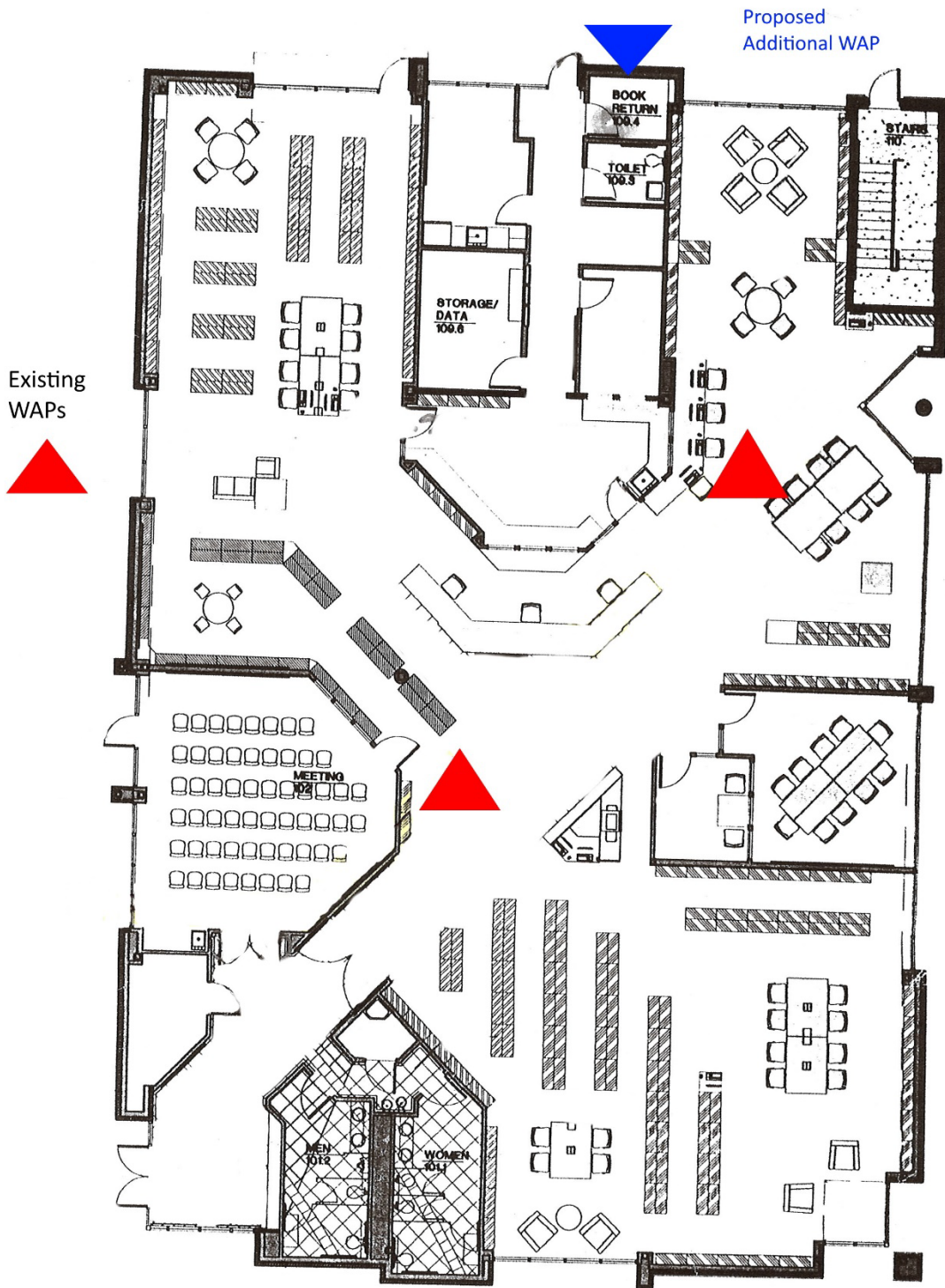


▲ Existing WAPs

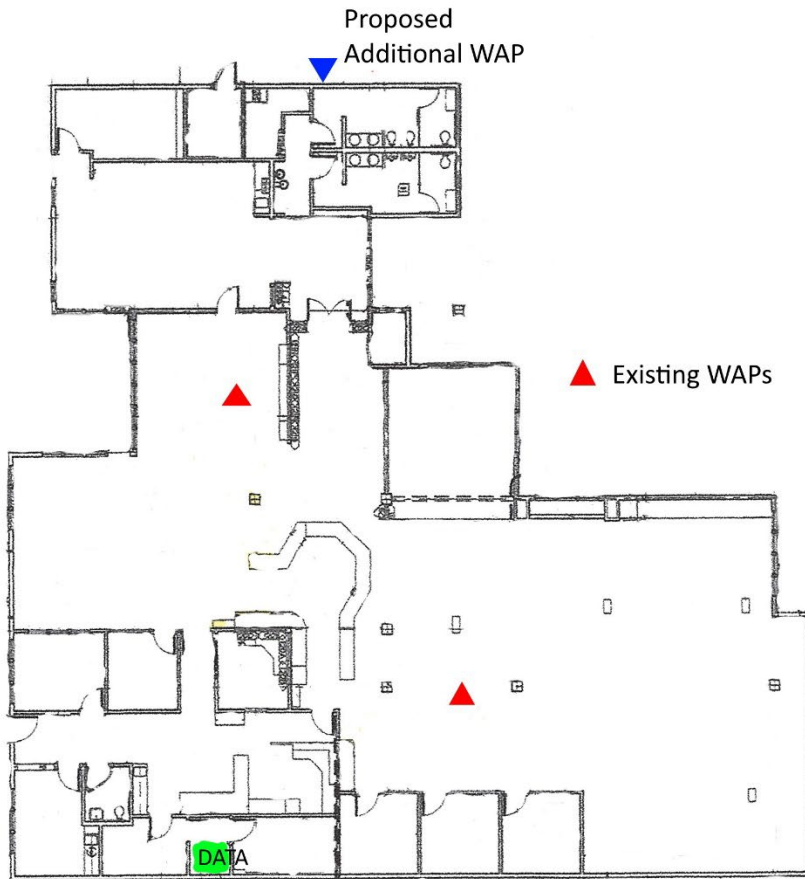
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BUTTE FALLS LIBRARY
626 FIR STREET BUTTE FALLS, OREGON 97622

WAP MAP



Central Point WAP Map

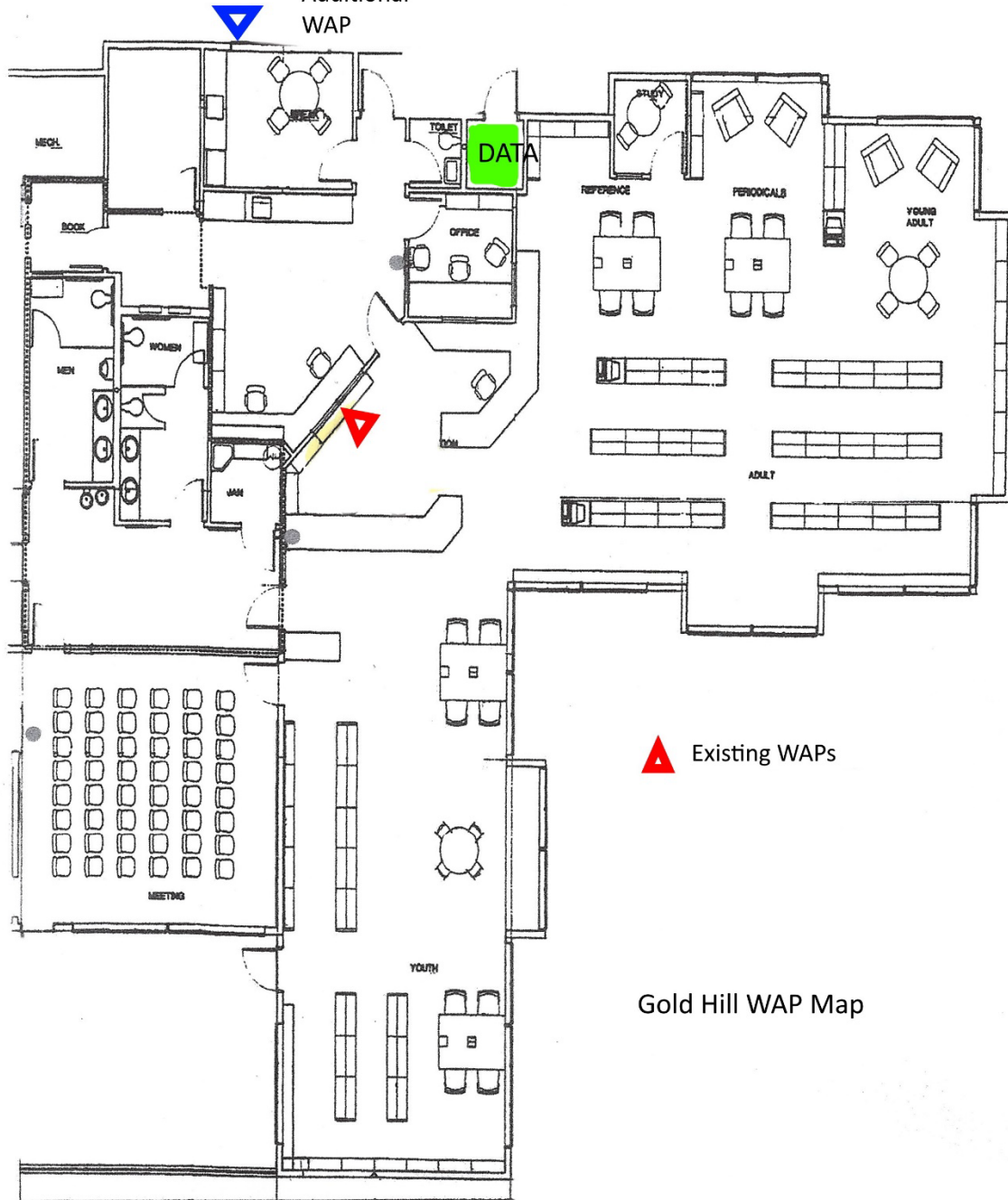


W.A.P. MAP

THIS AND RELATED ARCHITECTS AND PLANNERS LLP AND IS NOT TO BE USED, IN WHOLE OR PART, FOR ANY OTHER PROJECT WITHOUT THE

JACKSON COUNTY LIBRARIES
EAGLE POINT BRANCH - 2024
 239 MAIN STREET EAGLE POINT, OREGON 97524

Proposed
Additional
WAP

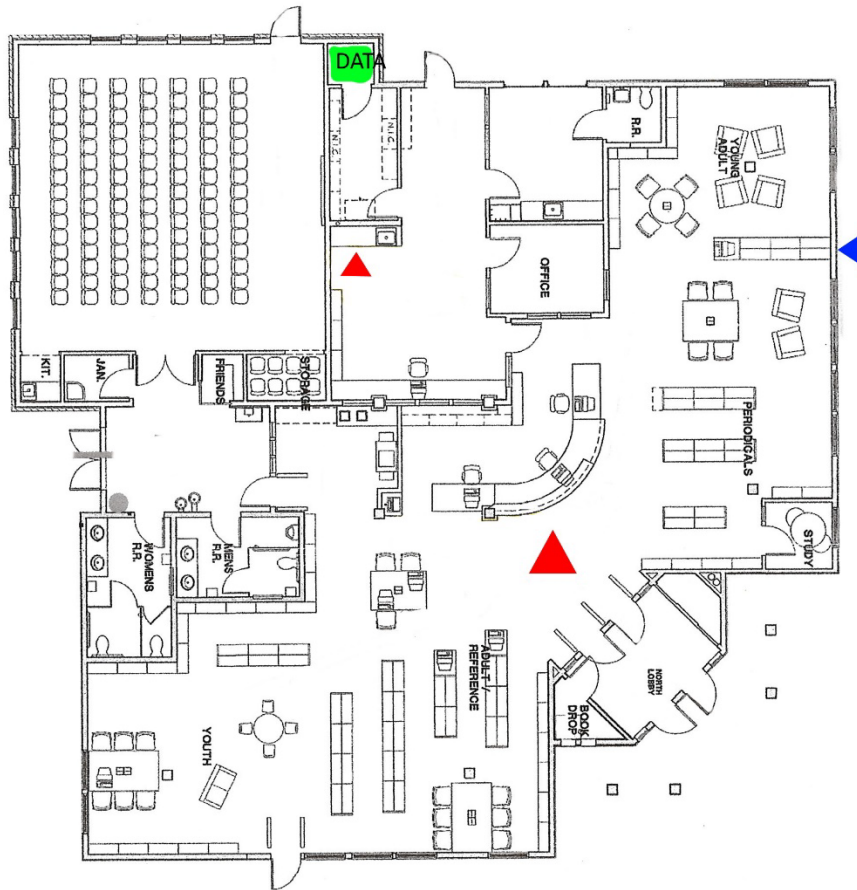


Existing WAPs

Gold Hill WAP Map

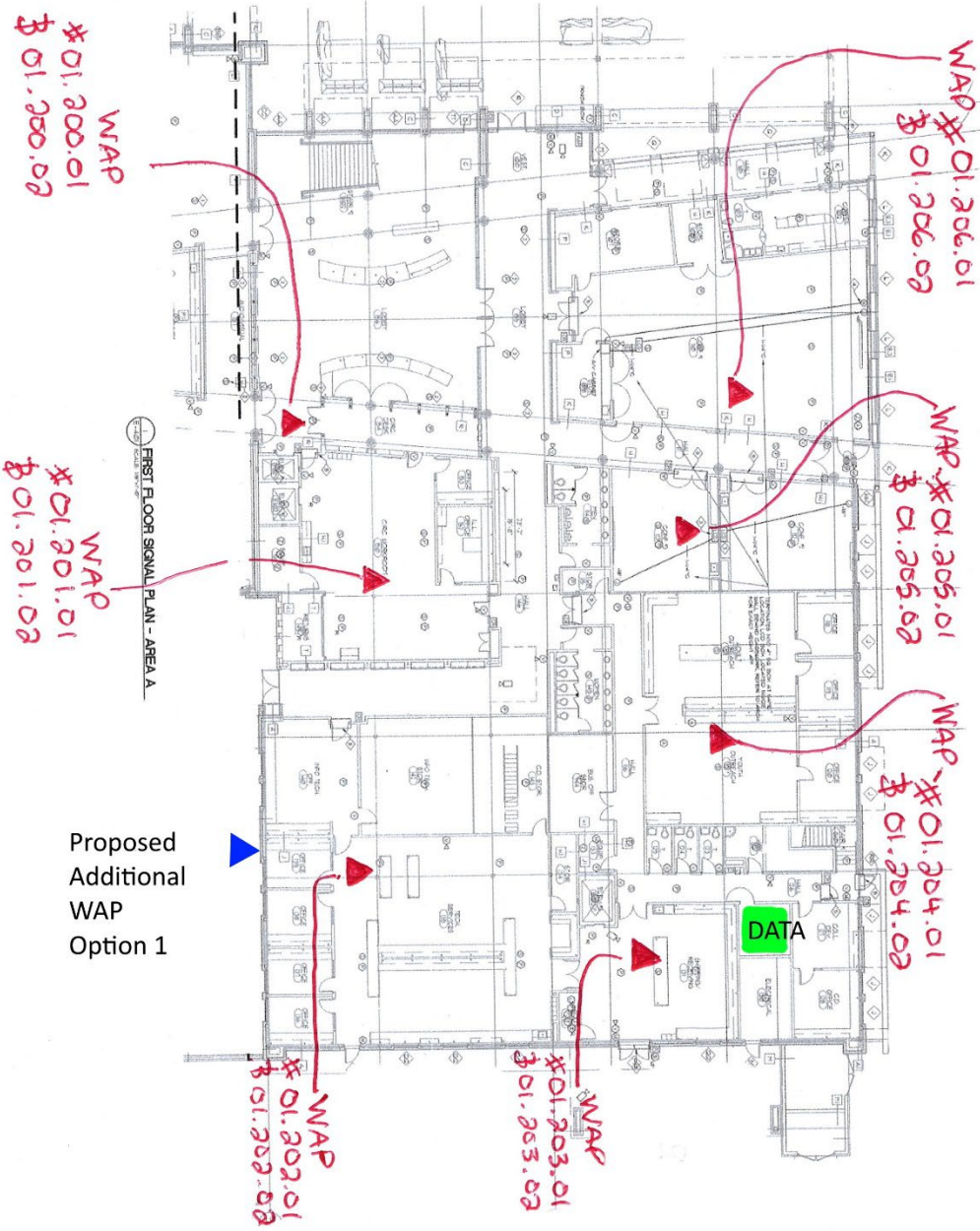
▲ Existing WAP

▲ Proposed Additional WAP

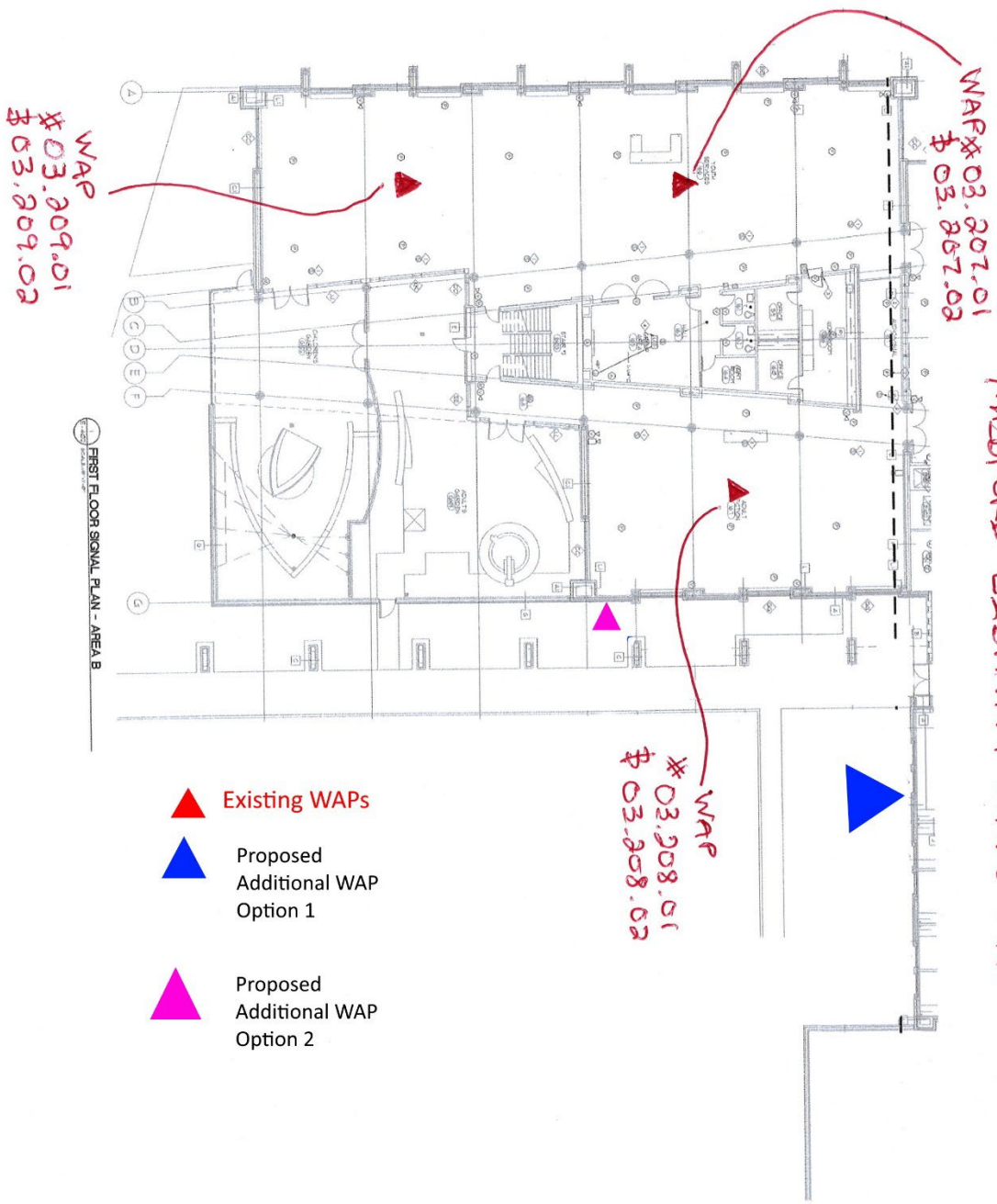


Jacksonville WAP Map

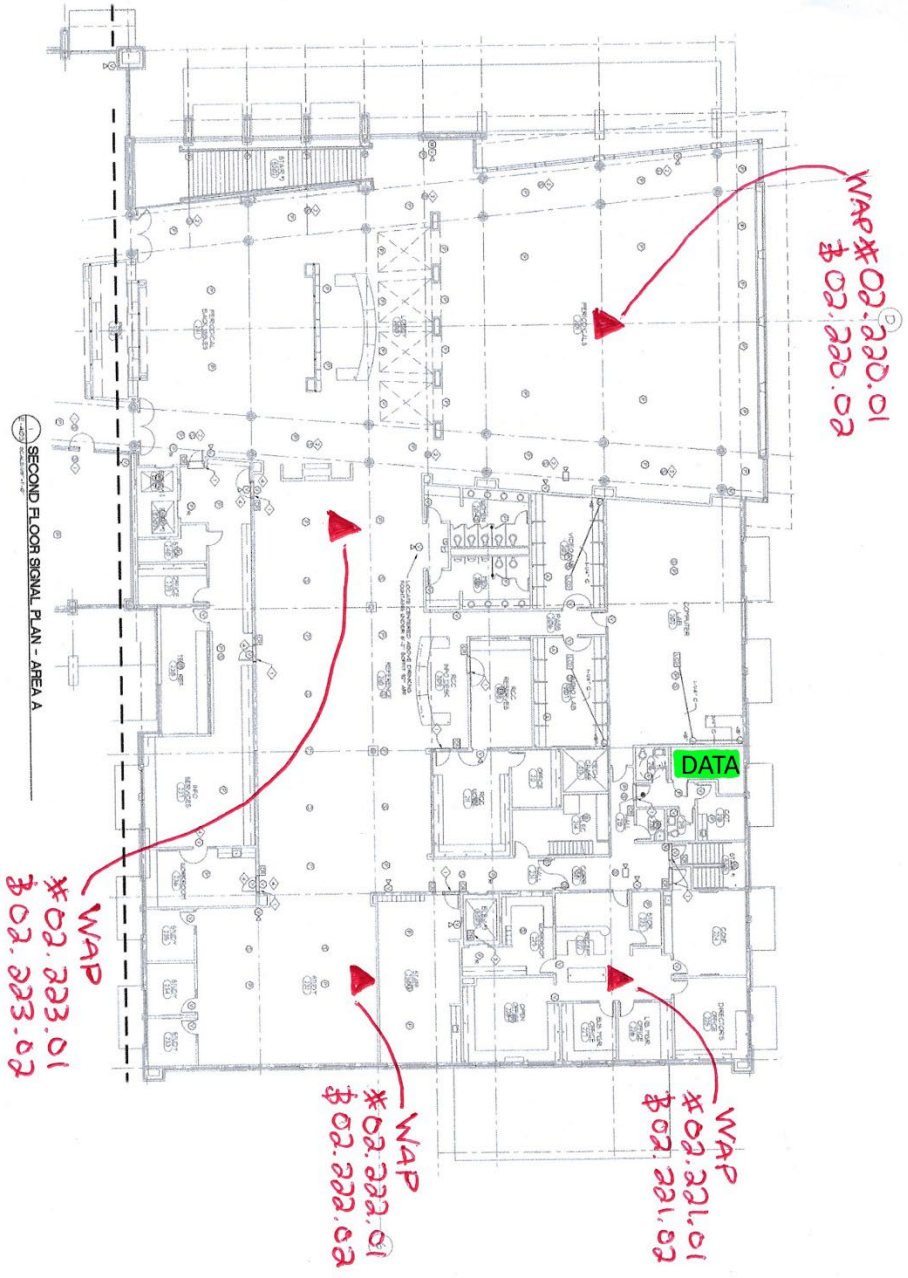
MEDFORD LIBRARY WAPS MAP



MEDFORD LIBRARY WAPS MAP



MEDFORD LIBRARY WAPS MAP



WAP #02.220.01
#02.220.02

WAP
#02.223.01
#02.223.02

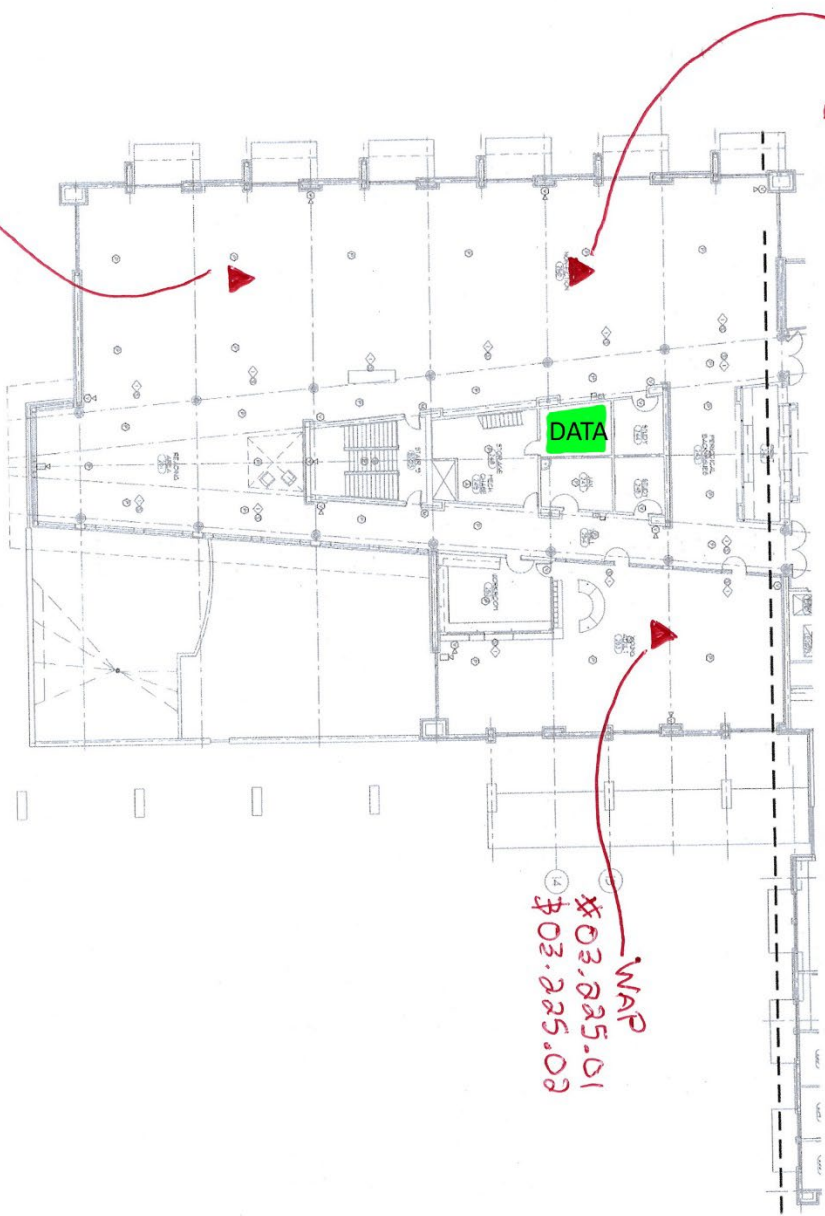
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DATA

SECOND FLOOR SIGNAL PLAN - AREA A

MEDFORD LIBRARY WAPS MAP



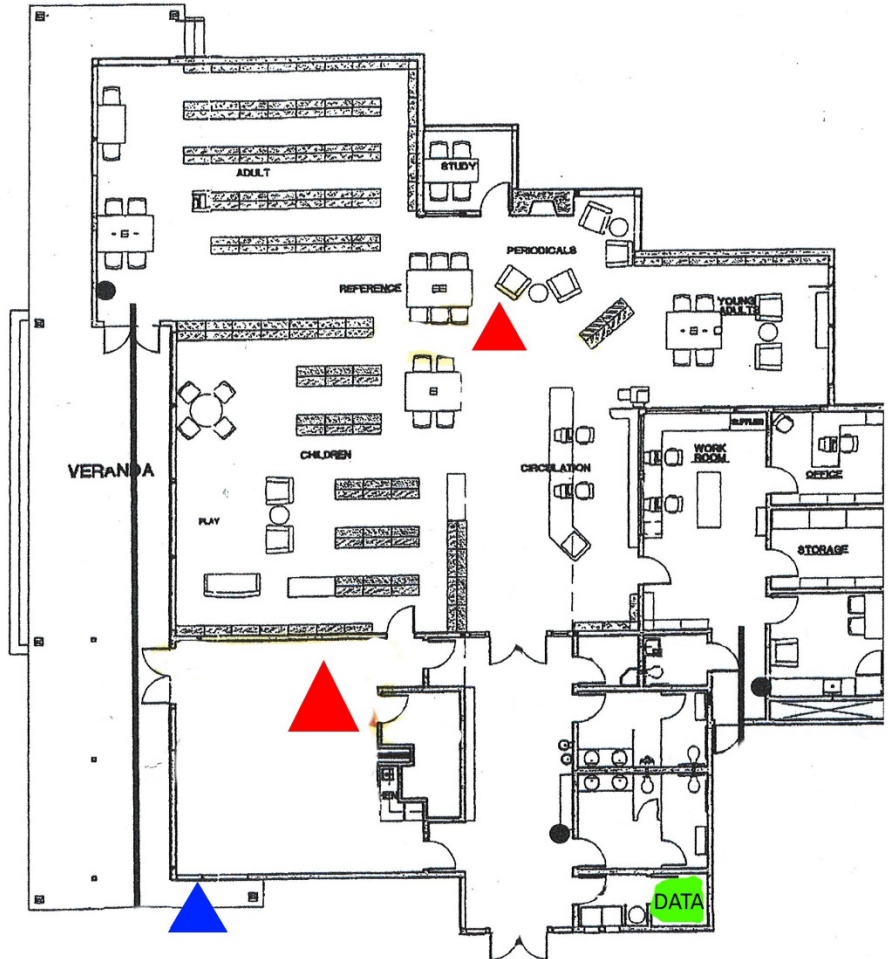
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WAP
#03.225.01
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WAP
#03.226.01
#03.226.02

SECOND FLOOR SIGNAL PLAN - AREA B

▲ Existing WAPs

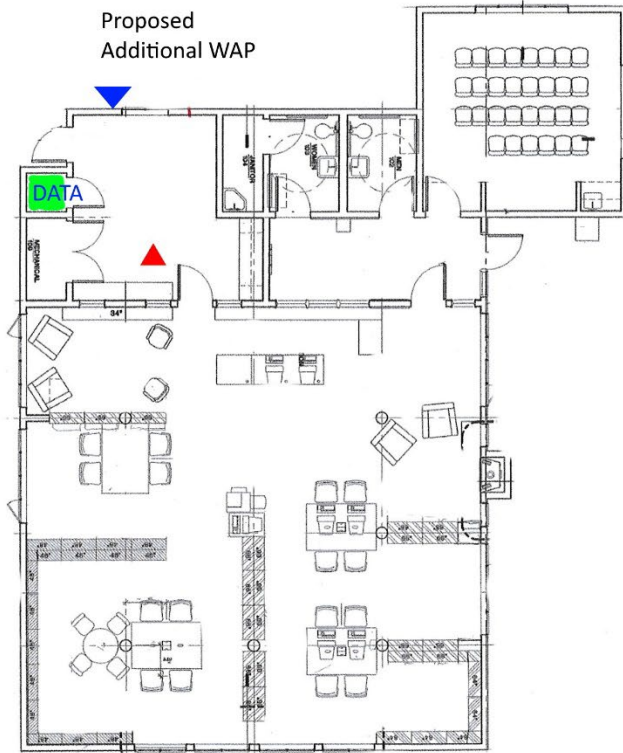


Proposed
Additional
WAP

Phoenix WAP Map

▲ Existing WAP

Proposed
Additional WAP

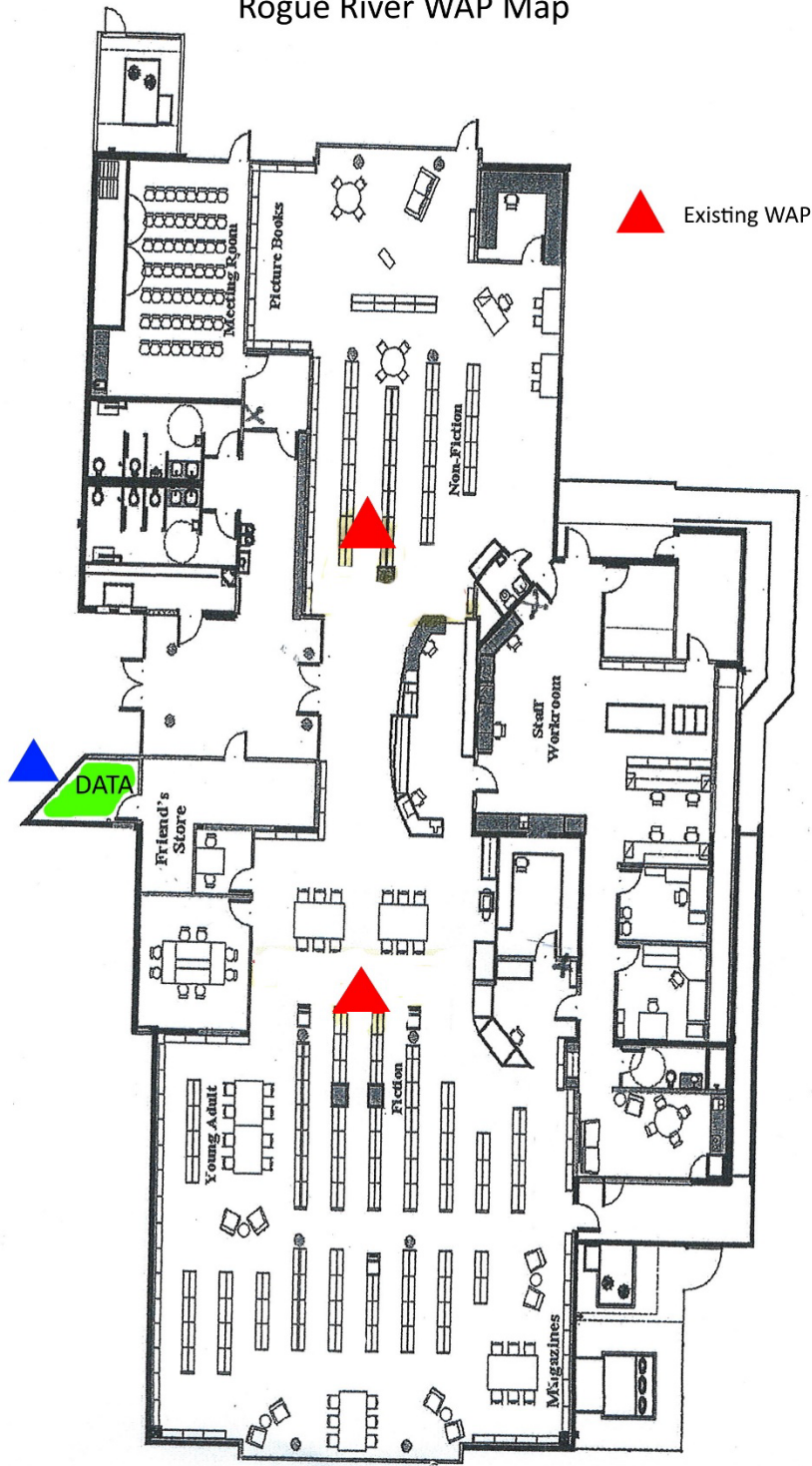


WAP MAP

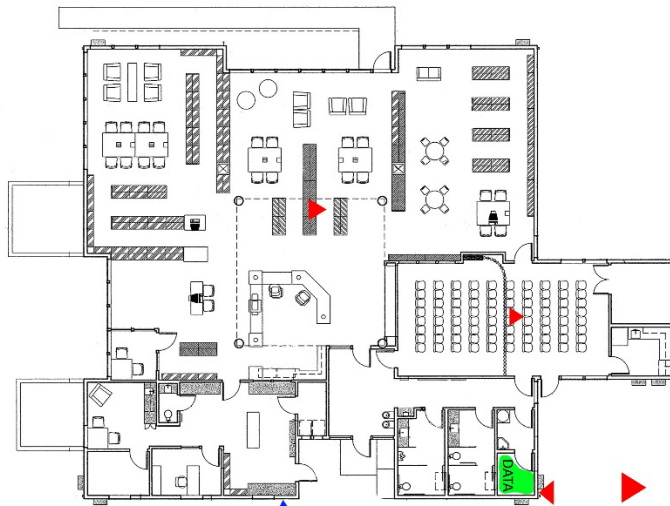
JACKSON COUNTY LIBRARIES
PROSPECT BRANCH
26 MILL CREEK DRIVE PROSPECT, OREGON

Rogue River WAP Map

Proposed
Additional
WAP



Existing WAP



Potential
Additional
WAP

Re-position to increase coverage to A-Frame

Existing WAPs

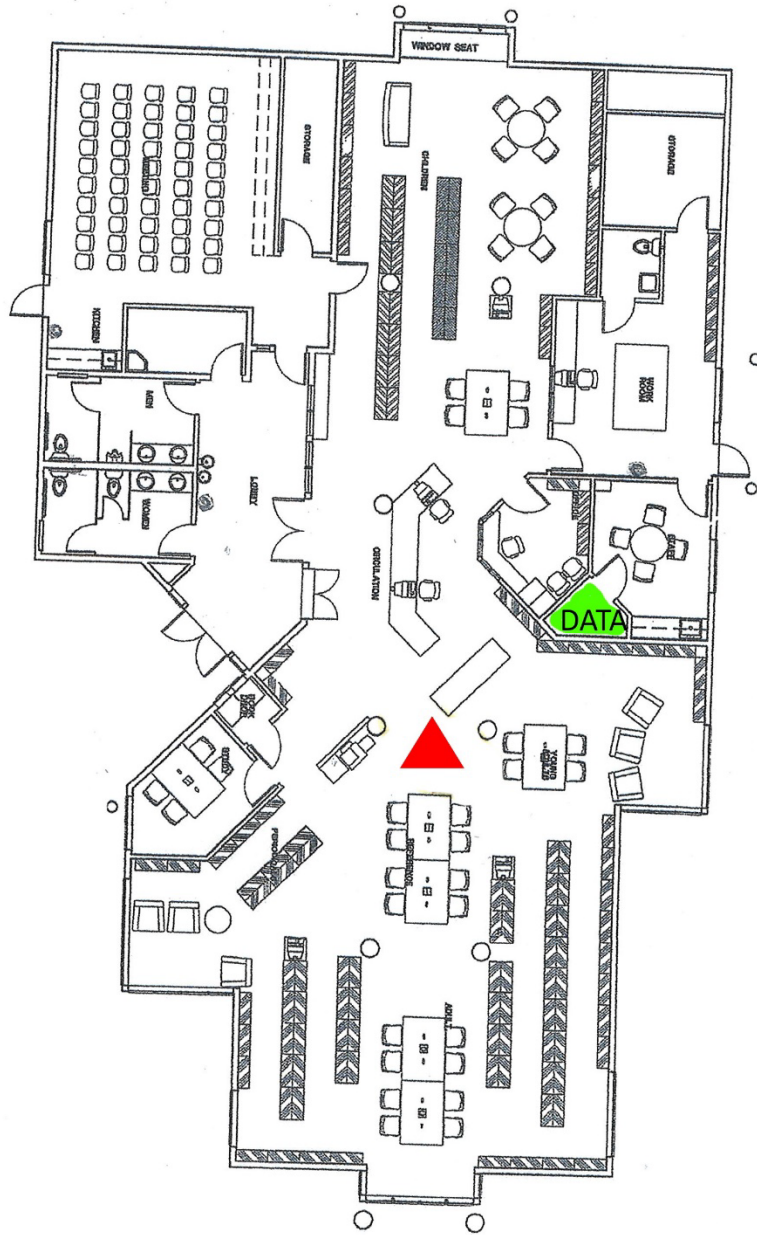
A-Frame



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RUCH BRANCH LIBRARY
JACKSON COUNTY LIBRARIES
 7919 HIGHWAY 238, RUCH, OREGON 97530

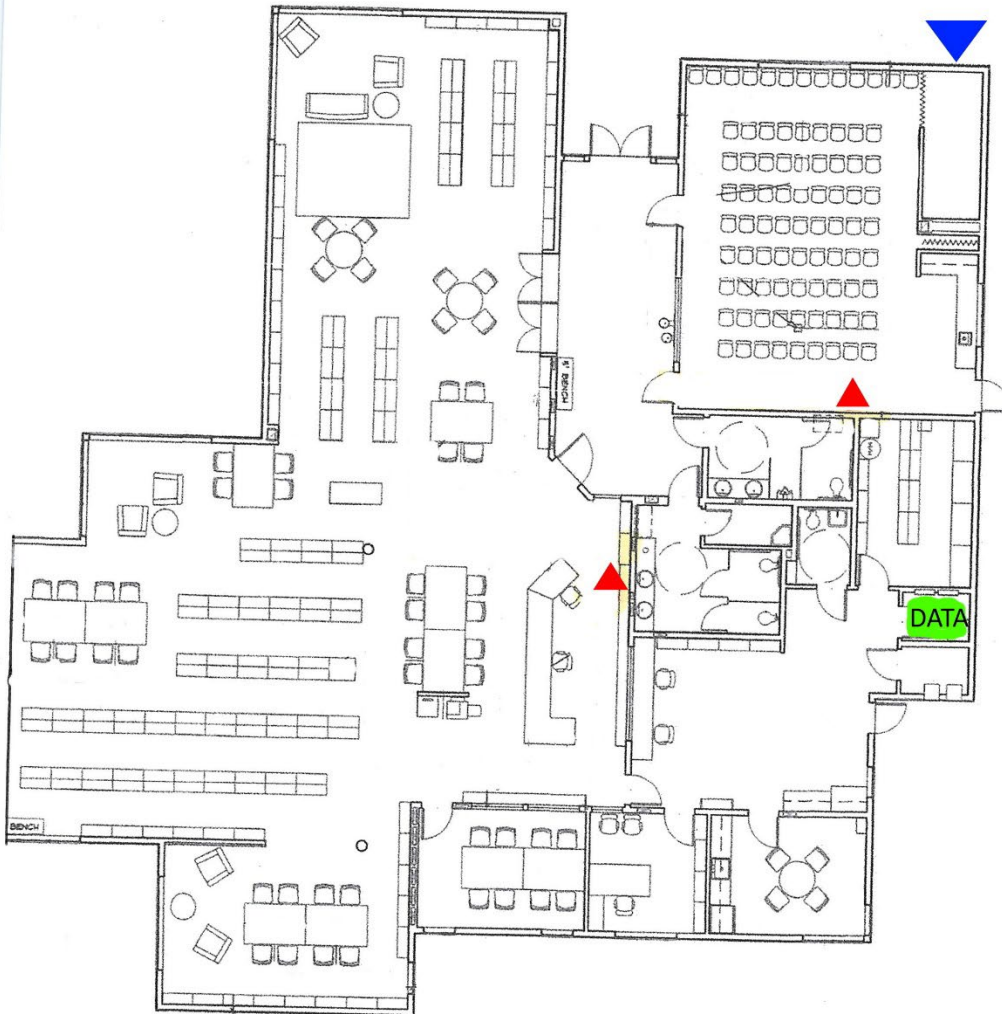
▲ Existing WAPs



Shady Cove WAP Map

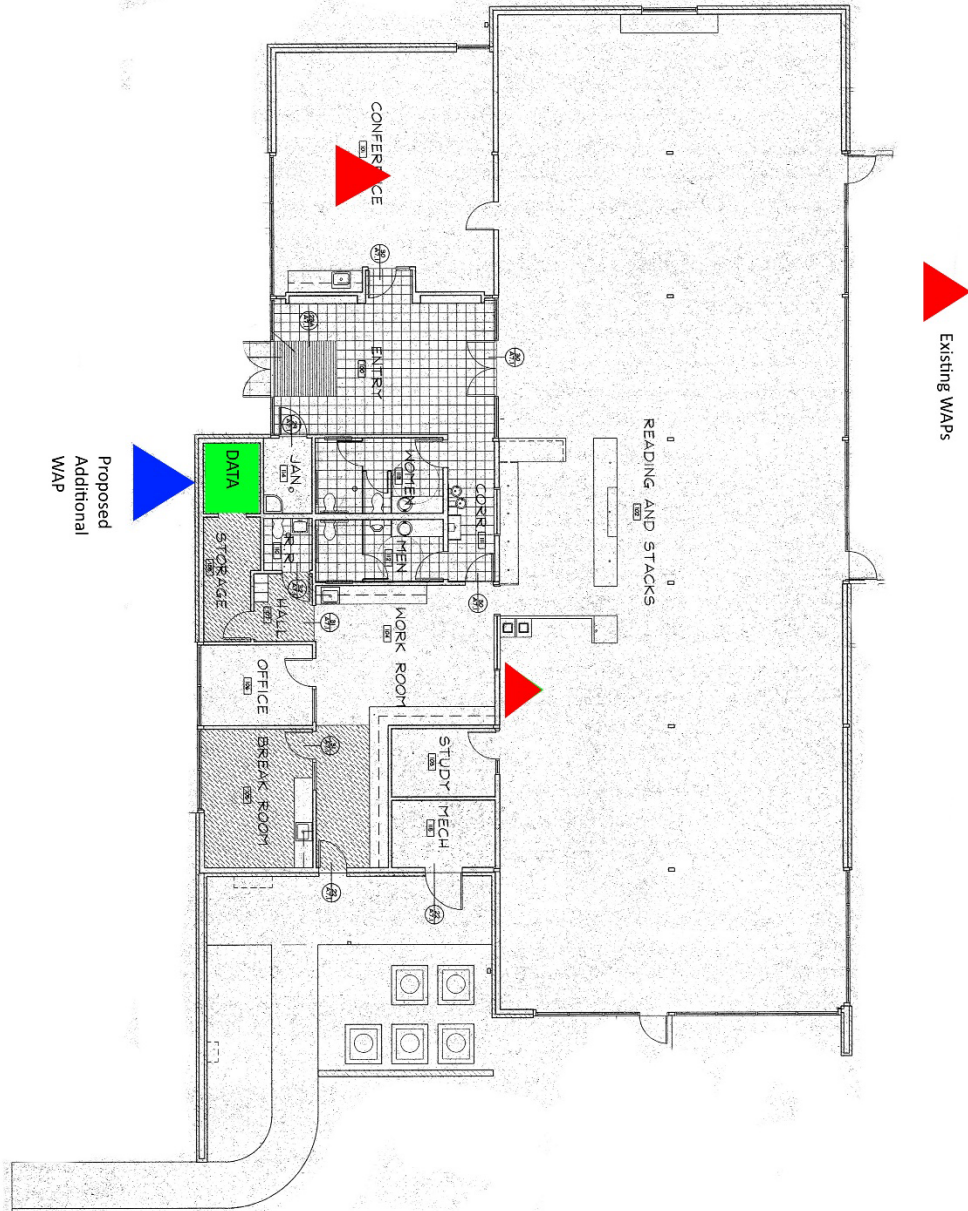
▲ Existing WAPs

▼ Proposed Additional WAP



W.A.P. MAP

TALENT BRANCH LIBRARY
JACKSON COUNTY LIBRARY SERVICES
TALENT, OREGON 97540



**WHITE CITY LIBRARY
WHITE CITY, OREGON**