



Northwest Regional
Education Service District

BOARD PACKET

MATERIALES DE LA MESA DIRECTIVA

SPECIAL MEETING

JULY 20, 2021

20 DE JULIO DE 2021

3:00PM - 3:30PM

CONTACT/CONTACTO

Lauren Slyh O'Driscoll

lslyh@nwresd.org | 503-614-1401



Northwest Regional Education Service District

Welcome to this Public Meeting of the
NWRESD Board of Directors

July 20, 2021
Special Meeting

[Virtual Meeting Registration Link](#)

3:00 PM

-
- 1. **CALL TO ORDER** Chair Poehlitz

 - 2. **NEW MEMBER OATHS** Chair Poehlitz
 - [Policy BBBA: Board Member Qualifications](#)
 - [Policy BBBB: Board Member Oaths](#)
 - A. Appointed Position A, At-Large: Maureen Wolf
 - B. Appointed Social Services: Diane Wilkinson
 - C. Appointed Higher Education: Ross Tomlin
 - D. Elected Position 2: Doug Dougherty
 - E. Elected Position 4: *TBD*

 - 2. **PUBLIC COMMENT** Lauren O’Driscoll

The Northwest Regional Education Service District Board of Directors appreciates community members sharing information during public comments. The Board requests comments be limited to three (3) minutes per speaker. Speakers will state their name and home address for the record. While the Board does not respond to public comment, following the meeting the Chair, Vice Chair, and Superintendent will together determine the appropriate level of response. Speakers may offer objective criticism of district operations or programs, but the Board will not hear complaints concerning specific district personnel.

 - 3. **CONSENT AGENDA** Stuart Long
 - A. [RFP for Audio-Visual Improvements](#)

 - 4. **ACTION ITEMS** Rick Wahlstrom
Mike Porter,
Miller-Nash
 - A. [Clatsop Service Center Lease Agreement](#)
 - B. Declaration of Board Seat Vacancy: Position D
 - [Policy BBE: Board Member Vacancies on the Board](#)
 - [Policy BBBA: Board Member Qualifications](#)

 - 5. **ADJOURN**

PUBLIC PARTICIPATION IN BOARD MEETINGS

1. A visitor may complete a 'Public Comment Card' and give it to the Board secretary at the Board table prior to the beginning of the meeting. After being recognized by the Board Chair, the speaker will sit at the presenter's table and identify themselves with their full name and address and stating their purpose in addressing the Board.
2. A group of visitors with a common purpose should designate a speaker for the group.
3. Comments or statements by members of the public are limited to 3 minutes and should be brief and concise unless otherwise authorized by the Chair.
4. Speakers may comment on a topic not on the published agenda, however, the Board - at its discretion - may require that the proposal, inquiry, or request be submitted in writing. The Board reserves the right to refer the matter to the administration for action or study and to report at a subsequent meeting.
5. Speakers may offer objective criticism of district operations or programs but the Board will not hear complaints concerning specific district personnel. Complaints against individuals must be addressed by following the steps in Policy KL ("Public Complaints") and Procedure KL-AR ("Complaint Form").
6. The Board appreciates community members sharing information during public comments. The Board will listen, but not comment, on information heard. Following the meeting, the Chair, vice chair and superintendent will together determine the response.
7. These procedures will be published on the back of every Board meeting agenda.

**Northwest Regional
Education Service District**

Code: **BBBB**
Adopted: 3/11/08
Revised/Readopted: 4/18/17
Orig. Code(s): BBBB

Board Member Oath of Office

A member shall, before assuming the duties of the office, qualify by taking an oath of office. The oath of office for a Board member will be in the following form:

I, _____, do solemnly swear to support the laws of the United States and of the state of Oregon and the policies of the Northwest Regional Education Service District, and faithfully discharge any duties which shall become my responsibility as a member of the Board.

END OF POLICY

Legal Reference(s):

[ORS 334.090\(3\)](#)

Northwest Regional Education Service District

Code: **BBBA**
Adopted: 3/11/08
Revised/Readopted: 4/18/17
Orig. Code(s): BBBA

Board Member Qualifications

Each member of the Board shall meet the following qualifications:

1. A member shall be an elector of the Northwest Regional Education Service District (NWRESD);
2. A member shall be a resident of the NWRESD and have resided therein for a period of one year immediately preceding the election of appointment;
3. No person who is an employee of the NWRESD will be eligible to serve as a NWRESD Board member while so employed.

Numbered Zone Positions

For members representing zones, the member must be a resident of the zone which he or she represents, and must have resided therein for a period of one year immediately preceding the election.

Appointed Positions (Position A)

Position A

An appointed, at-large position.

Appointed Positions (Positions B, C and D)

The following additional requirements apply to the following appointed positions:

Position B, Public Post-Secondary Position

Must be employed by a public institution of higher education (community college, four year college or university) located within the boundaries of NWRESD or serve as a member of the Board of Directors of public institution of higher education located within the boundaries of NWRESD.

Position C, Social Service Provider Position

Must be employed by a social service provider located within the boundaries of NWRESD or serve as a member of the Board of Directors of a social service provider located with the boundaries of NWRESD.

Position D, Business Community Position

Must be employed by a business located within the boundaries of NWRES D or serve as a member of the Board of Directors of a business located within the boundaries of NWRES D.

END OF POLICY

Legal Reference(s):

[ORS 247.002](#)

[ORS 247.035](#)

[ORS 249.013](#)

[ORS 334.025](#)

[ORS 334.032](#)

[ORS 334.090](#)

OR. CONST., art. II, § 2.

OR. CONST., art. VIII, § 6.

Cross Reference(s):

BBE - Vacancies on the Board



Northwest Regional
Education Service District

CONSENT

AGENDA



Northwest Regional Education Service District

July 14, 2021

TO: Board of Directors

FR: Stuart Long, Chief Information Officer

RE: RFP for Audio-Visual Improvements at NWRESD Facilities

EXPLANATION:

Technology released RFP540-2021-01 to solicit vendors to improve the technology in the conference & meeting rooms at all NWRESD facilities. These improvements will allow conferences and meetings to occur both in person and online simultaneously. This will most frequently include the addition of (or updates to) displays (projectors or TVs), microphones, speakers, and cameras that will connect to Zoom, Google Meet, and other online conferencing systems. This project is budgeted out of ESSER II COVID relief funds and the proposed contract award of \$209,447 is under budget.

PRESENTER(S): Stuart Long, Aaron Sackett

SUPPLEMENTARY MATERIALS: Notice of Intent to Award & Vendor Price Proposal

RECOMMENDATION: Authorize award of contract

PROPOSED MOTION: I move that we authorize to award a contract to Troxell Communications, Inc. as presented.



Audio-Visual Equipment, Installation, & Support

Solicitation No: RFP540-2021-1

NOTICE OF INTENT TO AWARD

July 12, 2021

This letter serves as the Notice of Intent to Award (NOIA) for the Audio-Visual Equipment, Installation, & Support. The NOIA signifies that Troxell Communications, Inc. was selected by the Evaluation Committee to be recommended to the Board of Directors as the proposer with whom to negotiate a contract.

This NOIA is subject to execution of a written contract and, as a result, this notice does NOT constitute the formation of a contract between Northwest Regional ESD (NWRES D) and the apparent successful Bidder. The Bidder shall not acquire any legal or equitable rights relative to the contract services until a contract containing terms and conditions acceptable to NWRES D is executed. If the apparent successful Bidder fails to execute a contract with NWRES D, NWRES D may revoke the award and award the contract to the next highest ranked Bidder. NWRES D further reserves the right to cancel this notice of intent to award at any time prior to the execution of a written contract.

Proposers may protest the Award of a Contract, or the intent to Award a Contract if the conditions set forth in ORS 279B.410(1) are satisfied. Proposers must deliver a protest to the District within seven (7) Days after the issuance of this NOIA. The Proposer's protest must specify the grounds for the protest to be considered by the District pursuant to ORS 279B.410(2). A protest must be submitted to the Superintendent by email to dgoldman@nwresd.k12.or.us, hand delivered or mailed to the attention of Superintendent's Office at 5825 NE Ray Circle, Hillsboro, OR 97124.

Any protest must be submitted by 5:00 PM by Monday, July 19th, 2021.

■ Clatsop County
503-325-2862
3194 Marine Drive
Astoria, OR 97103

■ Columbia County
503-366-4100
800 Port Avenue
St. Helens, OR 97051

■ Tillamook County
503-842-8423
2515 3rd Street
Tillamook, OR 97141

■ Washington County
503-614-1428
5825 NE Ray Circle
Hillsboro, OR 97124

**Northwest Regional
Education Service District**

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Adopted: 3/11/08
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END OF POLICY

Legal Reference(s):

[ORS 334.090\(3\)](#)

SECTION V – ATTACHMENTS
ATTACHMENT G
Solicitation No: RFP540-2021-1

PRICE PROPOSAL

Proposer must provide pricing for the following items:

ITEM	PACKAGE PRICING	
	Equipment & Installation Costs	3 Year Warranty & Maintenance
Room Package 1	\$ 5227.75	\$ 235.29
Room Pkg #1 optional accessory #1	\$ 1388.89	\$ 235.29
Room Pkg #1 optional accessory #2	\$ 1261.11	\$ 235.29
Room Package 2	\$ 10,605.31	\$ 235.29
Room Pkg #2 optional accessory #1	\$ 1388.89	\$ 235.29
Room Pkg #2 optional accessory #2	\$ 2157.50	\$ 235.29
Room Pkg #2 optional accessory #3	\$ 2996.52	\$ 235.29
Room Pkg #2 optional accessory #4	\$ 1302.62	\$ 235.29
Room Package #3	\$ 20,612.55	\$ 235.29

REVISED

SECTION V – ATTACHMENTS
ATTACHMENT G
Solicitation No: RFP540-2021-1

Room	Package	Total Cost (Including 3 yr warranty & maintenance)
WSC SPED Meeting Room	1	\$ 5463.04
WSC EI/ECSE Meeting Room	1	\$ 5463.04
WSC Technology Meeting Room	1	\$ 5463.04
WSC HR Meeting Room	1	\$5463.04
WSC Fiscal Meeting Room	1	\$5463.04
WSC Meadowlark Meeting Room	1	\$ 5463.04
WSC Admin Conference Room	1	\$5463.04
WSC EI/ECSE Observation Room	1	\$ 5463.04
WSC Washington Conference Room	3	\$20,612.55
WSC Clatsop Conference Room	2	\$10,840.60
WSC Columbia Conference Room	2	\$ 10,840.60
WSC Tillamook Conference Room	2	\$ 10,840.60
WSC Atfalati Conference Room	3	\$ 20,612.55
WSC Hillside Conference Room	2	\$ 10,840.60
WSC Lewis & Clark Conference Room	3	\$ 20,612.55
Columbia SC Meeting Room	2	\$ 10,840.60
Tillamook SC Meeting Room	2	\$ 10,840.60
Clatop SC Meeting Room (Location TBD)	2	\$ 10,840.60
Beaverton ECC	1	\$ 5463.04
Hillsboro ECC	1	\$ 5463.04
Tigard ECC	1	\$ 5463.04
Levi Anderson	1	\$ 5463.04
CASPAC	1	\$ 5463.04
Price Proposal Grand Total		\$ 209,447.24*

*NOTE: Does not include bonding, taxes, or allowances.
If such fees are required, please contact Charles Doyle for quote.

No overtime will be authorized without prior approval of the District Representative, or designee. All prices quoted must be FOB Destination.

REVISED

SECTION V – ATTACHMENTS
ATTACHMENT A
Solicitation No: RFP540-2021-1

PROPOSER CERTIFICATION

Legal Name of Proposer (Firm): Troxell Communications, Inc.

Physical Address: 4675 E Cotton Ctr Blvd. Ste 155, Phoenix, AZ 85040

Mailing Address: 10121 SE Sunnyside Rd, #300B, Clackamas, OR 97015

The Proposer is ___ / is not X a minority-owned business or a woman-owned business that is certified under ORS 200.055.

The Proposer certifies and agrees:

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

Respectfully submitted this 24 day of June, 2021.

Signature:  _____

Printed Name: Michael Fabio

Phone: 360-834-4841

Title: VP of Finance

Fax: 360-834-4851

Email Address: charles.doyle@trox.com - Charles Doyle, Account Executive



June 24, 2021

Northwest Regional ESD
5825 NE Ray Circle
Hillsboro, OR 97124

Stuart Long,

With the hyper-accelerated transition to technology-based education over the last year, educators are seeking deeper partnerships with solutions providers who can deliver more than a sale or a product. They are looking for a true partner who is vested in helping broaden access and improve learning outcomes. Trox is that partner.

Selling technology is no longer enough. It must be accompanied by services, training, and support to empower educators and students to meet their goals. For nearly 40 years, Trox has been a vital part of the education ecosystem. *Our mission is simple: to improve learning and make it more accessible.*

Currently, we serve the needs of over 20 million students in the U.S., Puerto Rico, and Canada. We are a favored technology partner to over one-third of the top-tier K-12 school districts in the U.S., and hundreds of higher learning institutions. This includes being the ed-tech partner of choice for some of the largest school districts in the U.S. and Canada, including Clark County PS (NV), Dallas ISD (TX), Paradise Valley USD (AZ), the School District of Philadelphia (PA), and the Toronto District School Board (ON CDA).

As a true partner, we commit to being with you every step of the way – from planning and design to purchasing, integration, and installation – and throughout the entire technology lifecycle, providing services like professional development, classroom management, and technology buyback. We help you derive the greatest benefits and maximize the overall value of your technology investments.

WHAT SETS TROX APART?

Our deep experience in understanding how technology is used to manage, teach, and learn helps us create differentiated solutions that are purpose-built to improve the learning landscape. Our clients benefit from:

- **Experience** – With technology and education in our DNA, our 550+ employees are committed to helping educators improve learning outcomes. Nearly 40 years of providing technology and services to educators and students have helped us master services requiring higher and more specialized skills at the level of experience unmatched by other companies.
- **Portfolio** – Trox offers one of the largest and most comprehensive technology portfolios available – more than one million products from over 800 industry-leading manufacturers and service providers.
- **Scale & Agility** - We have made significant investments in our business to scale our customers' needs. This includes creating more exclusive and innovative solutions, increasing our coverage model across North America, and improving our negotiating ability with vendors. All enable us to have more meaningful discussions with customers about how to solve their challenges.
- **Integration Capabilities** – Our pedigree contains deep technical knowledge and expert-level collaborative technology design and integration services. This gives us the ability to plan and execute on high-end, complex technology projects and offer integration services anywhere in the U.S.



- **Services** – Trox provides a complete suite of education-specific services ranging from product screening and professional development to IT asset disposition (ITAD) and product lifecycle management.
- **Coverage** – Trox has coverage in every state in the U.S. and a large portion of Canada. Our ed-tech experts live and work in the areas where our clients are located and are invested in the schools they serve.
- **Results** - Over 20 million students use Trox-provided technology and solutions every day.

Trox is proud to support transformative change in education. We are confident you will find we have the right mix of experience, expertise, product, and services to support your requirements effectively. If you need more information, please contact me directly at charles.doyle@trox.com.

I look forward to the opportunity to partner with charles.doyle@trox.com to ensure student academic achievement and empower tomorrow's leaders.

Sincerely,

Charles Doyle

Account Executive

10121 SE Sunnyside Rd, #300B

Clackamas, OR 97015

O: 360-834-4841

C: 503-830-6167

F: 306-834-4851

charles.doyle@trox.com

Trox + Tierney Group of Companies

Troxell Communications, Inc., Integrated AV Systems, LLC d.b.a. Summit Integration Systems, CDI Computer Dealers Inc., CDI Computers (US) Corp., CDI Dallas LLC, and LifeSpan International, Inc. (individually an "Affiliate" and collectively the "Companies") now compose a group that represents the Trox brand. In April 2021, Tierney Brothers Inc. was brought into the collective and the Trox + Tierney brand was established.

The Companies are currently marketing themselves under the Trox and Trox + Tierney brands to bring awareness to the common ownership of the Affiliates. Under that common ownership, the Companies are positioned well to bring an unprecedented line of technology products and services to customers in the education market, but with respect to the legal substance of any purchase/sale between the Companies and a customer, the sale will represent a transaction with a single Affiliate. Contracts, purchase orders, and other documents to a sale should bear the full corporate name of a single Affiliate as determined by the relevant Account Executive, the product being sold, or the existing and unmodified contracts or agreements that cover such purchases/sales. Until at which time you are informed otherwise, each Affiliate will continue to transact business as a standalone entity under the same names and FEINs as before. The business has not changed for any of the Companies in this regard.

For this project, Troxell Communications, Inc. will be the affiliate contracting with Northwest Regional ESD.

SECTION V – ATTACHMENTS
Solicitation No:RFP540-2021-1
Audio-Visual Equipment & Installation

PROPOSAL SUBMISSION CHECKLIST

**ALL CERTIFICATIONS, FORMS, AFFIDAVITS AND DETAILED PROPOSAL CONTENT REQUIREMENTS
AS SPECIFIED IN SECTION IV MUST BE INCLUDED IN PROPOSALS.**

X **REQUIRED AFFIDAVIT, CERTIFICATIONS AND FORMS**

The following certifications and forms must be completed and signed by the person authorized to represent the Proposer regarding all matters related to the Proposal and authorized to bind the Proposer to the agreement. Failure to submit any of the required, completed and signed certifications/forms shall result in disqualification of the proposing firm.

X PROPOSER CERTIFICATION. (Attachment A) This serves as the cover sheet for your Proposal.

X INDEPENDENT CONTRACTOR CERTIFICATION. (Attachment B)

X AFFIDAVIT OF NON-COLLUSION / COMPLIANCE WITH TAX LAWS. (Attachment C)

X NON-CONFLICT OF INTEREST CERTIFICATION. (Attachment D)

X PROPOSER RESPONSIBILITY FORM – All Pages. (Attachment E)

X PROPOSER REFERENCE FORMS – (Attachment F)

X PRICE SCHEDULE – Both Pages. (Attachment G)

X **DETAILED PROPOSAL CONTENT REQUIREMENTS**

SECTION V – ATTACHMENTS
ATTACHMENT B
Solicitation No: RFP540-2021-1

INDEPENDENT CONTRACTOR CERTIFICATION

Proposer: Troxell Communications, Inc.

Employer Identification Number: 86-0716114

If Proposer signs Part A, the remainder of this Certification Statement does not need to be completed.

Part A. Proposer is a Corporation:

The Proposer/Firm is a corporation authorized to do business in the State of Oregon.

Proposer Signature:  Date: 6/24/21
Michael Fabio, VP of Finance

Part B. Proposer is an Independent Contractor:

I, under penalties of perjury, certify that I am an independent contractor as defined in ORS 670.600 and that the following statements are true and correct:

1. I have filed Federal and State income tax returns in the name of my business or a business Schedule C as part of the personal income tax return, for the previous year, or expect to file federal and state income tax returns, for labor or services performed as an independent contractor in the previous year.
2. I will furnish the tools or equipment necessary for the contracted labor or services.
3. I have the authority to hire and fire employees who perform the labor or services.
4. I represent to the public that the labor or services are to be provided by my independently established business as four (4) or more of the following circumstances exist.

(Please check all that apply):

- A. The labor or services are primarily carried out at a location that 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. Commercial advertising or business cards are purchased for the business, or I have a trade association membership with _____.
- C. Telephone listing is used for the business that is separate from the personal residence listing.
- D. Labor or services are performed only pursuant to contracts.
- E. Labor or services are performed for two or more different persons or agencies within a period of one year.
- F. I assume financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omissions insurance or liability insurance relating to the labor or services to be provided.

Proposer Signature: N/A Date: _____

SECTION V – ATTACHMENTS
ATTACHMENT C
Solicitation No: RFP540-2021-1

STATEMENT OF NON-COLLUSION / COMPLIANCE WITH TAX LAWS

Troxell Communications, Inc.

(Proposer)

I state that:

- (1) The correct taxpayer identification numbers are:
A. Federal Employer ID Number (EIN): 86-0716114 B. Employer's Oregon ID Number: CCB #: 195857
- (2) Proposer is not subject to backup withholding because (i) Proposer is exempt from backup withholding, (ii) Proposer has not been notified by the IRS that Proposer is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Proposer that Proposer is no longer subject to backup withholding;
- (3) The price(s) and amount of this Proposal must be arrived at independently and without consultation, communication or agreement with any other Supplier, Proposer or potential Proposer, except as disclosed on the attached appendix.
- (4) That neither the price(s) nor the amount of this Proposal, and neither the approximate price(s) nor approximate amount of this Proposal, will be disclosed to any other firm or person who is a Proposer or potential Proposer, and they will not be disclosed before Contract award.
- (5) No attempt has been made or will be made to induce any firm or person to refrain from proposing on this Solicitation, or to submit any noncompetitive Proposal or other complementary Proposal.
- (6) 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.
- (7) Troxell Communications, Inc. (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 Troxell Communications, Inc. (name of firm) understands and acknowledges that the above representations are material and important, and will be relied on by the Northwest Regional ESD in awarding the contract(s) for which this Proposal is submitted. I understand and my firm understands that any misrepresentation in this statement will be treated as fraudulent concealment from the Northwest Regional ESD of the true facts relating to the submission of Proposals for this contract. I am authorized to act on behalf of Proposer, and have authority and knowledge regarding Proposer's payment of taxes, and to the best of my knowledge, Proposer is not in violation of any Oregon tax laws, including, without limitation, those tax laws listed in ORS 305.380(4), the elderly rental assistance program under ORS 310.630 to 310.706; and any local taxes administered by the Oregon Department of Revenue under ORS 305.620.



(Signature) Michael Fabio, VP of Finance



BUSINESS DETAIL

Licensee : **TROXELL COMMUNICATIONS INC** Address : 4675 EAST COTTON CENTER BLVD #155 PHOENIX AZ 85040
License No. : 195857 License Status: Active
Date First Licensed : 2/23/2012 Expiration Date: 2/23/2022
Entity Type : Corporation Phone : (602) 437-7240
Endorsement Type :
Commercial General Contractor Level 1
Workers' Compensation/Independent Contractor Status : Nonexempt

ADDITIONAL BUSINESS LICENSES AND CERTIFICATIONS

CERTIFIED LEAD-BASED PAINT RENOVATION (LBPR) CONTRACTOR LICENSE: NO
Required to bid and work on pre-1978 residential structures.

OTHER BUSINESS INFORMATION

WORKERS' COMPENSATION INSURANCE INFORMATION

Coverage	Carrier	Policy No.
Employee	ATLANTIC SPECIALITY / ONEBEACON INSURANCE GROUP	406043065-0004
Personal Election	None	None

The CCB does not receive automatic notification of changes to workers' compensation coverage status. Current Oregon coverage status can be confirmed through the [Oregon Workers' Compensation Division](#).

LIABILITY INSURANCE INFORMATION ([History](#))

Company	Amount	Expiration Date
STARNET INSURANCE COMPANY	\$1,000,000.00	12/31/2020

SURETY BOND INFORMATION ([History](#))

Type	Company	Amount	
Residential	None	None	None
Commercial	RLI INSURANCE COMPANY	\$75,000.00	Continuous until cancelled

ASSOCIATED INDIVIDUALS

Corporate Officer	FABIO, MICHAEL
Corporate Officer	PIKAR, EREZ
RMI Employee	WEINHOLDT, RICK A

Click [here](#) to see past associated individuals' names.

ASSUMED BUSINESS NAMES(S)

None

Click [here](#) to see past assumed business names.


[BACK](#)

**PROPOSER RESPONSIBILITY FORM
(PROPOSER’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: 6/24/21

By: 
(Signature of authorized official)

Name: Michael Fabio
(Please type or print)

Title: VP of Finance
(Please type or print)

For: Troxell Communications, Inc.
(Firm’s name) (Please type or print)

Instructions

- 1. The information provided in this form is part of the District inquiry concerning proposer responsibility. Please print clearly or type.**
- 2. If you need more space, use plain paper. Submit completed form with Proposal response.**
- 3. 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.**



Corporate Resolution of Signing Authority

RESOLVED, that Erez Pikar, President and Chief Executive Officer; Dan Gerelick, Chief Financial Officer; Naipaul Sheosankar, Treasurer; Michael Fabio, Secretary and Vice President of Finance; Sarah Kydd, Chief Operating Officer; and Craig Schramm, Vice President of Business Systems are hereby authorized to sign contracts of Troxell Communications, Inc. (the "Corporation") in the Corporation's name and behalf.

The undersigned hereby certifies that he is the duly elected and qualified Vice President of Finance and Secretary of the Corporation which is duly formed pursuant to the laws of the state of Delaware and that the foregoing is a true record of a resolution duly adopted at a meeting of the Board of Directors and that said meeting was held in accordance with state law and the Bylaws of the Corporation on the 23rd day of April, 2021, and that said resolution is now in full force and effect without modification or rescission.

IN WITNESS WHEREOF, I have executed my name as Secretary and Vice President of Finance and have hereunto affixed the corporate seal of the above-named Corporation this 23rd day of April, 2021.

A handwritten signature in blue ink, appearing to read "M. Fabio", written over a horizontal line.

Michael Fabio, Secretary and Vice President of Finance

RELIABILITY & FINANCIAL RESOURCES

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

If "yes", explain.

N/A

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. N/A _____

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

If "yes," explain.

N/A

In the past five 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.) N/A _____

Has your firm previously discontinued business operations with outstanding debts? Yes. No.

If "yes," explain. N/A _____

SECTION V – ATTACHMENTS
ATTACHMENT E
Solicitation No: RFP540-2021-1

KEY PERSONNEL

Person(s) who will be in direct charge of (or are key to) work if your company is awarded this Contract:

ITEM	KEY PERSON #1
A. Name	Charles Doyle - 360-834-4841 / charles.doyle@trox.com
B. Position	Account Executive (Trox)
C. Years in Position	20+
D. Largest Project Implemented - \$	\$2 million
E. Supervisor & Contact Information	Clint Knudsen - 800-352-7912 Ext. 4300 / clint.knudsen@trox.om

ITEM	KEY PERSON #2
A. Name	Mike Anderson
B. Position	Co-owner
C. Years in Position	11 Years
D. Largest Project Implemented - \$	\$2 million
E. Supervisor & Contact Information	Co-owner

ITEM	KEY PERSON #3
A. Name	Jordan Melton
B. Position	Lead Engineer
C. Years in Position	2 Years
D. Largest Project Implemented - \$	\$2 million
E. Supervisor & Contact Information	Mike Anderson - mikea@klasstech.com

SECTION V – ATTACHMENTS
ATTACHMENT F
Solicitation No: RFP540-2021-1

PROPOSER REFERENCE FORM

PROPOSER REFERENCE FORM FOR Troxell Communications, Inc.
(Insert Name of Proposer)

Proposer must provide three (3) references and must use a separate copy of this form for each reference.

Date(s) Work Performed: 5/9/18 - 5/14/18

Name(s) of Project(s): Oregon Convention Center

Value of Project(s): \$ 10,000

Name of Company: Oregon Convention Center

City, State: Portland, OR

Contact Name: Matt Nicoll

Email: mattnicoll@oregoncc.org

Method: Subjective Evaluation

Each reference may be checked for, but not limited to, adherence to contract terms and conditions, timelines, quality standards, overall customer service, project being of similar size, scope and complexity.

SECTION V – ATTACHMENTS
ATTACHMENT F
Solicitation No: RFP540-2021-1

PROPOSER REFERENCE FORM

PROPOSER REFERENCE FORM FOR Troxell Communications, Inc.
(Insert Name of Proposer)

Proposer must provide three (3) references and must use a separate copy of this form for each reference.

Date(s) Work Performed: 7/19/19 - 7/22/19

Name(s) of Project(s): Portland Police Bureau

Value of Project(s): \$ 20,000

Name of Company: City of Portland - Portland Police Bureau

City, State: Portland, OR

Contact Name: Mike Summerson

Email: mike.summerson@portlandoregon.gov

Method: Subjective Evaluation

Each reference may be checked for, but not limited to, adherence to contract terms and conditions, timelines, quality standards, overall customer service, project being of similar size, scope and complexity.

SECTION V – ATTACHMENTS
ATTACHMENT F
Solicitation No: RFP540-2021-1

PROPOSER REFERENCE FORM

PROPOSER REFERENCE FORM FOR Troxell Communications, Inc.
(Insert Name of Proposer)

Proposer must provide three (3) references and must use a separate copy of this form for each reference.

Date(s) Work Performed: 7/16/18 - 7/23/18

Name(s) of Project(s): Blue Mountain Community College

Value of Project(s): \$ 50,000

Name of Company: Blue Mountain Community College

City, State: Pendleton, OR

Contact Name: Brad Holden

Email: bholden@bluecc.edu

Method: Subjective Evaluation

Each reference may be checked for, but not limited to, adherence to contract terms and conditions, timelines, quality standards, overall customer service, project being of similar size, scope and complexity.

SECTION V – ATTACHMENTS
ATTACHMENT G
Solicitation No: RFP540-2021-1

PRICE PROPOSAL

Proposer must provide pricing for the following items:

ITEM	PACKAGE PRICING	
	Equipment & Installation Costs	3 Year Warranty & Maintenance
Room Package 1	\$ 5227.75	\$ 235.29
Room Pkg #1 optional accessory #1	\$ 1388.89	\$ 235.29
Room Pkg #1 optional accessory #2	\$1261.11	\$ 235.29
Room Package 2	\$ 10,605.31	\$ 235.29
Room Pkg #2 optional accessory #1	\$ 1388.89	\$235.29
Room Pkg #2 optional accessory #2	\$ 2157.50	\$ 235.29
Room Pkg #2 optional accessory #3	\$ 2996.52	\$235.29
Room Pkg #2 optional accessory #4	\$ 1302.62	\$235.29
Room Package #3	\$ 20,612.55	\$ 235.29

REVISED

SECTION V – ATTACHMENTS
ATTACHMENT G
Solicitation No: RFP540-2021-1

Room	Package	Total Cost (Including 3 yr warranty & maintenance)
WSC SPED Meeting Room	1	\$ 5463.04
WSC EI/ECSE Meeting Room	1	\$ 5463.04
WSC Technology Meeting Room	1	\$ 5463.04
WSC HR Meeting Room	1	\$5463.04
WSC Fiscal Meeting Room	1	\$5463.04
WSC Meadowlark Meeting Room	1	\$ 5463.04
WSC Admin Conference Room	1	\$5463.04
WSC EI/ECSE Observation Room	1	\$ 5463.04
WSC Washington Conference Room	3	\$ 20,847.84
WSC Clatsop Conference Room	2	\$10,840.60
WSC Columbia Conference Room	2	\$ 10,840.60
WSC Tillamook Conference Room	2	\$ 10,840.60
WSC Atfalati Conference Room	3	\$ 20,612.55
WSC Hillside Conference Room	2	\$ 10,840.60
WSC Lewis & Clark Conference Room	3	\$ 20,612.55
Columbia SC Meeting Room	2	\$ 10,840.60
Tillamook SC Meeting Room	2	\$ 10,840.60
Clatop SC Meeting Room (Location TBD)	2	\$ 10,840.60
Beaverton ECC	1	\$ 5463.04
Hillsboro ECC	1	\$ 5463.04
Tigard ECC	1	\$ 5463.04
Levi Anderson	1	\$ 5463.04
CASPAC	1	\$ 5463.04
Price Proposal Grand Total		\$ 209,447.24*

*NOTE: Does not include bonding, taxes, or allowances.
If such fees are required, please contact Charles Doyle for quote.

No overtime will be authorized without prior approval of the District Representative, or designee. All prices quoted must be FOB Destination.

SECTION V – ATTACHMENTS
ATTACHMENT G
Solicitation No: RFP540-2021-1

NOTES (if needed)

Please see the attached responses to RFP section 3.b. Detailed Proposal Content Requirements.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
01/02/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services, Inc of Florida 1001 Brickell Bay Drive Suite 1100 Miami FL 33131 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED CDI-Troxell Parent, LLC 4675 E. Cotton Center Blvd Ste. #155 Phoenix AZ 85040-4809 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Berkley National Insurance Company		38911
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER:** 570085594763 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			TCP 7014535-11	12/31/2020	12/31/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT

Certificate No : 570085594763

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Coverage
See attached addendum

CERTIFICATE HOLDER CDI-Troxell Parent, LLC 4675 E. Cotton Center Blvd Phoenix AZ 85040-4809 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Inc. of Florida</i>





ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services, Inc of Florida		NAMED INSURED CDI-Troxell Parent, LLC	
POLICY NUMBER See Certificate Number: 570085594763			
CARRIER See Certificate Number: 570085594763	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

Named Insureds

Named Insureds includes:

Troxell Communications, Inc.
 4675 E. Cotton Center Blvd, Ste. #155
 Phoenix, AZ 85040-4809

Integrated AV Systems, LLC DBA Summit Integration Systems
 5440 Brittmore Rd,
 Houston, TX 77041

TXL Holding Corporation
 4675 E. Cotton Center Blvd, Ste. #155
 Phoenix, AZ 85040-4809

LifeSpan International, Inc.,
 CDI Computers (US) Corp.
 3612 D Street, Suite D
 Omaha, NE 68107

Experience & Qualifications

a. History & Capabilities

Headquarters: 4675 E Cotton Ctr Blvd, Ste 155, Phoenix, AZ 85040 | **FEIN:** 86-0716114 | **D&B:** 07-355-3331

Troxell Communications, Inc. was established in 1983 and incorporated in 1992, with corporate headquarters in Phoenix, Arizona. The organization is incorporated under the laws of the State of Delaware. In July 2019, Troxell began an affiliation with CDI Computer Dealers, Inc. (CDI Technologies), expanding the offerings of both companies. In February 2020, the “Trox” brand was unveiled, to represent this new affiliation. In April 2021, the family grew, with the addition of Tierney Brothers Inc. and the introduction of “Trox + Tierney.”

For nearly 40 years, Trox has brought superior ed tech products and solutions to tens of millions of students, in hundreds of thousands of K-12 classrooms and many higher ed institutions across the United States and Canada. With roughly 570 employees, including Account Executives located throughout the US, we pride ourselves on providing tailored, dynamic learning experiences for our customers’ communities.

Trox is one of the largest privately held distributors of educational technology and computing devices to the education market in the U.S. We fill customer needs by providing services associated with distributors, dealers, resellers and system integrators. Trox provides a comprehensive offering of over 1 million SKU’s, encompassing various types of educational technology equipment, which is uniquely maintained by hundreds of leading manufacturers. Trox supplies its products, principally, to the public education market ranging from pre-schools to colleges and universities. Trox’s value proposition is to be the lowest cost distributor to the education market, while offering innovative solutions and the highest quality service. Our market leadership position and reputation have earned numerous awards and accolades from our customers and vendors.

Trox is known for its innovative and proprietary sales programs, creating an unparalleled management information system that simplifies the customer’s purchase process by providing a more accurate and positive user experience. Additionally, our website is best of class, in its niche, and allows customers to easily search for products, quickly generate quotes, and track orders. Trox has proven effective at using internal expertise to integrate a highly sophisticated computer system into a web format that allows customers, vendors and staff member’s direct access to information concerning their orders, account status, and all related transactional information via www.trox.com. Trox has a track record of profitability for over 30 consecutive years. Through multiple economic cycles, our operating efficiency, services, and support, combined with a lack of bureaucracy in our corporate culture, have allowed Troxell to offer extremely competitive prices while growing the business and giving quality returns on investment.

With the addition of CDI Technologies, Tierney Brothers Inc, and our subsidiaries to create the “Trox” brand, there has been nothing but continued growth.

Services & Support

- **Design:** Product/system recommendations and specifications
- **Installation/Integration:** Nationwide professional installer network, corporate-based systems programmers
- **Customer Service:** In-house customer service center and repair shop
- **Technology:** Unique web-based customer service program, on-line order tracking, transaction history & account status

History Timeline

- **1983** – Troxell Communications was established from buyout of Phoenix & San Diego operations
- **1987** – Began opening offices throughout the Western U.S.
- **1995** – Began opening offices throughout the Eastern U.S.
- **2001** – Troxell reports revenues in excess of \$100 million
- **2006** – Troxell acquires AGS, a small California competitor
- **2010** – Troxell acquires Integrated AV Systems, LLC, which had done business as CCS Presentation Systems, the business is rebranded as Summit Integration Systems
- **2017** – Troxell reports revenues in excess of \$200 million
- **2019** – Troxell begins working with CDI Technologies to expand the offerings of both companies
- **2020** – The “Trox” brand debuts, to represent the new group of companies; reports revenues in excess of \$400 million
- **2021** – Trox gains a new affiliate, in Tierney Brothers Inc.

b. Experience with Audio-Visual Installations

Charles has been working for Trox, covering Oregon K-12 and Higher Education accounts, since 2000. Trox has provided install services for Oregon schools using various control systems, including Crestron, Extron, AMX, Kramer, Atlona, and SP Controls. For example, we've performed installation projects at Portland State University for about 5 or more locations, Blue Mountain Community College for 3 or more locations, and Oregon Coast Community College for multiple rooms.

Our designs have featured projectors, monitors, integrated podiums/teaching stations with push button control systems, video camera solutions, and audio solutions.

Our solutions are ergonomically correct for easy end-user operation. The designs also allow for easy availability to techs at the schools to monitor classrooms and provide quick, easy support to the teachers and all those who use the technology in the classrooms.

We always work directly with our customers to provide them a complete working system built to their liking and built to meet or exceed their expectations.

We really care about the end-user experience and work closely with our customers to give them the experience and solution they are looking for.

See the References section for more information on a sampling of our customers.

c. Years Providing Audio-Visual Installations

Trox has provided audio-visual installations for 38 years.

Staffing & Key Personnel

a. Proposed Staffing Approach

Charles Doyle, Account Executive, Trox

Main point of contact for Northwest ESD will be, Trox Account Executive, Charles Doyle. Charles has been Trox's representative in Oregon for over 20 years, working with K-12 education, higher education, and government customers throughout the state. Charles will receive purchase orders, work with customers and subcontractors (KlassTech) to plan and design solutions, field inquiries and give status reports, and will work with customers through the life of a contract for questions, warranty service, training options, and more.

KlassTech AV, Installation Partner

KlassTech AV personnel that will be assigned to this job are Mike Anderson, Jordan Melton, Randy Soto, and Zak Surma. KlassTech project managers manage all aspects of the job they are assigned. They cover everything from initial job site surveys to scheduling, purchasing, installation, and training. KlassTech assigns two project managers to its jobs to add redundancy in case someone is out sick or is for any reason unable to be on the job site. Mike and Jordan will be the two main points of contact and be the project managers as well as installers for this job. Randy and Zak will be onsite and will be responsible for helping with the installation and demo of all equipment. We will be using a member from Steel Electric who will be responsible for moving and install new high voltage power where needed. This person will only be onsite if Northwest ESD decides to have KlassTech be responsible for power. If Northwest ESD decides to use its own facilities department the Steel Electric representative will not be onsite.

b. Description of Staff Escalation Levels

Charles Doyle will be overseeing the project from start to finish. While KlassTech is a long-trusted partner, having worked with Charles and Trox for a number of years, should issues arise during the execution of the project, Charles can work with the customer and KlassTech to reach a solution.

Assisting Charles from a supervisory role will be his Regional VP, Clint Knudsen. Clint and Charles work together often, in order to work out new and innovative solutions for customers in Oregon. Should issues arise that require escalation, Clint can also be engaged to aid in resolution.

c. Standards for Staff Training

Trox Training

Trox has a corporate trainer that spends days upon weeks working with key staff members during the initial stages of their employment. Within the internal departments, the leads work with the new employees doing hands-on training until they are able and comfortable working on their own. All work is reviewed prior to submission. All employees are trained and sign off acknowledgement of our safety policies that are in place. Training is under constant review and

changes are made when necessary to equip our employees with the knowledge and skills needed for successful employee transitioning.

KlassTech Training

Installation partner, KlassTech, is a turnkey audio/video systems integration company that serves the Educational, Medical and Business environments. They provide world class technologies integrated by a highly-experienced, industry-certified team of engineers, designers, programmers and install representatives. Their experience includes professional video, audio, conferencing, collaboration, visualization, streaming and broadcast technologies.

KlassTech is proud of the technical credentials and the support services they provide. Their System Designers consist of AutoCAD trained staff using AutoCAD standards. The KlassTech Engineering and Project Management teams have been working in the audio video industry for over 20 years. They possess extensive experience in systems design and integration, as well as audio and automated control systems. All members of their installation team are licensed low voltage electricians. They also hold certifications in AMX (Designer, Installer, Signal Management) Crestron (DMD-D& DMD-E) as well as BSS Sound Web, Polycom Vortex, ClearOne and Biamp Audia Programmer. This training and credentials assure our expertise with all major manufacturing lines, which enables us to truly assess and recommend best options to each client.

KlassTech is headquartered in Beaverton, Oregon. While they support many local clients within the Northwest, KlassTech also supports a growing number of clients on a national level who have come to know and trust their innovative, easy-to-use solutions and the high quality of their services. KlassTech seeks to form long-term partnerships with their clients and be a consistent and reliable solution and service provider for their events. KlassTech will continue to support their customers as they strategically acquire more market share outside of the Northwest.

Approach & Operations

a. Planning & Execution

Trox and KlassTech will ensure pre-construction meetings are held with the proper project management team to ensure everyone is on the same page of each campus scope.

In the planning stages, Trox and KlassTech will work with each campus to ensure there is adequate space allocated for the specific campus being worked on at the time. We will work with the customer on a prioritized schedule to designate which campuses are preferred for us to begin on first.

If something does not go as planned during the project, we will follow all the proper project management channels to ensure the issue is taken care of ASAP.

If there is an issue that we are responsible for, our project manager will be responsible for getting the proper technicians on site to address the issue. Should issues arise, contact Charles Doyle or the project manager, and we will get it resolved. We have been working with Oregon school districts for over 20 years on similar AV projects and we are assured that our quality of work will be of satisfaction.

References

a. Three (3) Professional References

Please see Attachment F for three AV projects performed by Trox and KlassTech in Oregon.

Price Schedule

a. Provided Price Schedule

Please see Attachment G for our proposed pricing.

b. Pricing Evaluation

Trox understands the pricing evaluation criteria outlined in the RFP.

Quality of Proposal

a. Responsiveness

Trox believes it has presented its proposal in a manner that appropriately incorporates all required elements.

For any questions, feel free to contact, local Account Executive, Charles Doyle.

M/WBE Certification

a. Certified Minority or Woman Owned Business

Troxell Communications, Inc., its affiliates, and its subcontractor for this project, KlassTech, are not M/WBE-Certified companies.

Information about our policies regarding Affirmative Action or Equal Employment Opportunity, can be provided upon request.



Northwest Regional
Education Service District

ACTION

ITEMS

**Sunset Recreation Center Lease
Sunset Empire Park and Recreation District
And
Northwest Regional Education Service District**

This Lease is made and entered into by and between Sunset Empire Park and Recreation District (SEPRD), hereinafter referred to as Landlord, and Northwest regional Education Service District (NWRESA), hereinafter referred to as Tenant.

1. Property Rented

1.1. Landlord hereby leases to Tenant approximately 8,165 sq. ft. of the Real Property described in attached Exhibit A (Premises).

1.2 Common Areas. Tenant shall have non exclusive use and enjoyment of agreed upon common areas.

2. Term of the Lease

The Premises is leased to the Tenant for a term of two years, to commence on August 1, 2021 and to continue until July 31, 2023.

2.1 Landlord will provide space suitable to tenant's needs for storage of items on or before July 1, 2021. Tenant will provide \$1,000 for storage space.

2.1 Renewal: Should Tenant desire to extend the Lease, Tenant shall notify Landlord in writing before one hundred twenty (120) days of the end of the Lease term. Should Landlord not object in writing by the 90th day before the expiration of the Lease, the Lease shall continue under the same terms and conditions for a term of one year. Should Landlord object, the parties, in good faith, shall attempt to negotiate a renewal of the Lease. Any terms of this Lease that are not specifically altered as a product of that negotiation shall be deemed to continue in full force and effect.

2.2 Termination. Notwithstanding, subsection 2.1 of this section, either party may terminate the Lease by providing one hundred twenty (120) day notice in writing prior to the end of the term on July 31.

3. Rental Amount and Payment

The annual rental amount is \$81,650, payable in quarterly installments of not less than \$20,412.50 per quarter, with each payment due on or before the first day of the following quarter. After the initial year of the Agreement, the annual rental amount shall increase by 1.5% of the previous year's amount. See schedule below:

Year	Square Footage	Amount per Sq. Ft.	Total (1.5% increase/year)
------	----------------	--------------------	----------------------------

2021-2022	8,165	\$10.00	\$81,650.00
2022-2023	8,165	\$10.15	\$82,874.75

4. Use of Premises

Tenant shall use and occupy the Premises for any purpose related to its function as a public education provider. Landlord represents that the Premises may lawfully be used for such purpose. Tenant shall commit no act of waste and shall take good care of the Premises and shall, in the use and occupancy of the Premises, conform to all laws, orders and regulations of the federal, state, and municipal governments and of any of their departments.

5. Maintenance/Custodial, Utilities, Repairs and Alterations, Accessibility

5.1 Maintenance/Custodial. Tenant shall be responsible for the maintenance of all of the Section 1.1 property, and shall provide its own paper supplies and soap for restrooms located in such property. Landlord shall be responsible for the maintenance of the Common Areas described in Section 1.2 above. Regarding both the Section 1.1 and the Section 1.2 property, the party responsible shall keep the same in at least generally the same condition as it was in at the start of this Lease. Tenant shall provide custodial services for the leased premises.

5.2 Utilities. Landlord shall keep and maintain, at its own expense, any and all utilities (including but not limited to electrical, lighting, water, heating and cooling and sewer systems) to such a level that conforms to the applicable code and to such a level as will permit Tenant to fully and continuously engage in the activities relating to its use of the Premises. Landlord shall be responsible for the timely and full payment of any and all utility usage costs. Tenant shall reimburse Landlord for utility costs based on **11.29%** of the square footage leased. Landlord to invoice Tenant quarterly for utility usage.

5.3 Repairs. Landlord shall completely and timely make repairs to the Premises and to keep and maintain the same to the same or a better level of quality that it was in as of the date of the commencement of this Lease as detailed in the Due Diligence Building Envelope Assessment Broadway Middle School report dated December 1, 2020, all at the sole cost of Landlord. Should Tenant believe that Landlord is not timely undertaking a particular repair or repairs, Tenant may notify Landlord in writing, specifying the repair or repairs in questions and attaching a qualified third-party estimate of the cost of the repair or repairs. Should Landlord not object in writing to the repairs or the cost within 30 days of the date the notice is mailed to the Landlord, then Tenant may undertake the repair and deduct the cost of same (so long as the cost does not exceed the estimate by 10 percent) from Tenant's monthly payment described under Section 3.0 above. Should Landlord object, the parties shall, in good faith, attempt to negotiate a resolution of that matter. Provided always, however, that, should the repair be occasioned by the misuse or neglect of the Tenant, or Tenant's agents, students, visitors or

licensors, then Tenant shall be solely responsible for the payment of the same. Tenant and Landlord understand the short timeline nature of the lease and therefore as an alternative to conducting significant repairs during each year of the lease, Landlord has the option of providing equivalent space within the building for Tenant should repairs exceed the equivalent of two quarter payments of the annual lease (\$41,965.00 for first year of lease).

5.4 Alterations. Tenant shall only undertake such alterations or improvements to the Premises with the prior written approval of Landlord. Landlord's prior written approval shall be presumed, should Tenant notify Landlord in writing of a proposed alteration or improvement, and should Landlord not object thereto within 15 days from the date of the mailing of the notice. Should Landlord object, the parties shall, in good faith, attempt to negotiate a mutually agreeable result.

5.5 ADA Accessible. It is the sole responsibility of the Landlord to make and maintain the Premises accessible as required and in compliance with the Americans with Disabilities Act and related regulations and successor legislation.

6. Insurance

6.1 Fire Insurance. Landlord is free to purchase such fire insurance on the building as Landlord deems best, at Landlord's sole cost, and Tenant is free to purchase such fire insurance on the contents of the Premises as Tenant deems best, at Tenant's sole cost. After notice, Tenant shall not continue to do or suffer anything to be done on the Premises which will cause an increase in the rate of fire insurance on Sunset Recreation Center.

6.2 General Liability. Tenant shall obtain, at Tenant's expense, and keep in effect during the term of this contract, Commercial General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form. This coverage shall include Contractual Liability insurance for the indemnity provided under this contract and Product and Completed Operations. Such insurance shall be primary and noncontributory. Coverage shall be a minimum of \$2,000,000 per occurrence, and \$2,000,000 aggregate.

6.3 Auto Liability. Tenant shall also obtain, at Tenant's expense, and keep in effect during the term of the contract, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$1,000,000.

6.4 Workers' Compensation. The Tenant, its contractors, its subcontractors, if any, and all employers conducting work at the leased premises, who are subject employers under the

Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers. Out-of-state employers must provide workers' compensation coverage for their workers that comply with ORS 656.126. Employers' Liability Insurance with coverage limits of not less than \$500,000 each accident shall be included.

6.5 Mutual Indemnification. The Tenant agrees to indemnify, defend and hold harmless the Landlord and its officers, agents and employees against all liability, loss and costs arising from actions, suits, claims or demands for the acts or omissions of the Tenant, and Tenant's officers, agents and employees, in performance of this contract. In accordance with the Oregon Tort Claims Act and the Oregon Constitution, Landlord agrees to indemnify, defend, and hold harmless the Tenant and its officers, agents and employees against all liability, loss and costs arising from actions, suits, claims or demands for the acts or omissions of the Landlord and the Landlord's officers, agents, and employees, in performance of this contract.

6.6 Waiver of Subrogation. Neither the lessor nor the Tenant shall be liable to the other for loss arising out of damage to or destruction of the leased premises, or the building or improvements of which the leased premises are a part or with which they are connected, or the contents leased any thereof, when such loss is caused by any of the perils which are or could be included within or insured against by a standard form of fire insurance with extended coverage, including sprinkler leakage insurance, if any. All such claims for any and all loss, however caused, hereby are waived. Such absence of liability shall exist whether or not the damage or destruction is caused by the negligence of either lessor or Tenant or by any of their respective agents, servants or employees. It is the intention and agreement of the lessor and the Tenant that the rental reserved by this lease has been fixed in contemplation that each party shall fully provide his own insurance protection at his own expense, and that each party shall fully provide his own insurance protection at his own expense, and that each party shall look to his respective insurance carriers for reimbursement of any such loss, and further, that the insurance carriers shall not be entitled to subrogation under any circumstance against any party to this lease. Neither the lessor nor the Tenant shall have any interest or claim in the other's insurance policy, or the proceeds thereof, unless specifically covered therein as a joint assured.

7. Assignment. Tenant may not assign or transfer this Lease without the express written consent of the Landlord, nor may Tenant sublease any portion of the Premises to any party who engages in activities that are not compatible with the activities of other tenants of the building or of the Landlord in the building, and Tenant, regarding any such sublease, must remain liable hereunder.

8. Substantial Damage to Sunset Recreation Center: Eminent Domain

8.1 Substantial Damage to Sunset Recreation Center. If Sunset Recreation Center is damaged by fire or any other cause to the extent that the cost of restoration will equal or exceed 40% of the replacement value of Sunset Recreation Center, then Tenant may, no later than the seventh day following the damage, give Landlord a notice of election to terminate the Lease. In the event of such election, this Lease shall be deemed to terminate as of the date of the damage or destruction, and Tenant shall surrender the Premises within a reasonable time thereafter, and any pre-paid rent shall be refunded proportionally. If the loss is less than 40% or if Tenant wishes to continue the Lease notwithstanding the damage, then Tenant's rent shall be prorated to match the proportion of the Premises that remains usable and undamaged.

8.2 Eminent Domain. If the Premises or any part of the Premises or any party of Sunset Recreation Center materially affecting Tenant's use of the Premises be taken by eminent domain, the matter shall be handled in a manner similar to that described in Section 8.1 above.

9. Restoration at Termination of Lease.

Not later than the last day of the term, Tenant shall, at Tenant's sole expense, remove all of Tenant's personal property and those improvements made by Tenant which are not to become the property of the Landlord, including trade fixtures, cabinet work, movable paneling, partitions and the like; repair all damage done by or in connection with the installation or removal of the personal property and improvement; surrender the Premises in as good a condition as they were in at the beginning of the term, reasonable wear and damage by fire, the elements, casualty or other cause not due to the misuse or neglect by Tenant or Tenant's agents, servants, visitors, servants or licensees, excepted.

10. Default.

10.1 Occurrence of Default. Time is of the essence of this Agreement. Default by Tenant shall occur if Tenant fails to make any payment within 10 days of when it is due, or fails to otherwise perform any other provision of this Lease within 30 days after notice has been given by Landlord to Tenant specifying the nature of the default, unless a longer time is required to cure the default, in which event Tenant must complete the performance with due diligence. Default by Landlord shall occur if Landlord fails to perform any provision of the Lease within 30 days after notice has been given Tenant to Landlord specifying the nature of the default, unless a longer time is required to cure the default, in which event Tenant must complete the performance with due diligence. In either a Tenant's or a Landlord's performance default, should the lack of performance risk the safety or structural integrity of Sunset Recreation Center, (if Tenant defaults) or the lack of performance risk the full, intended use of the Premises

(if Landlord defaults), the injured party may undertake such repairs or steps as will alleviate the problem, with the cost of same (for Landlord's default) deducted from Tenant's rent or (for Tenant's default) added to Tenant's rent.

10.2 Remedies. Should a party default, the other party shall have the right to immediately terminate the Lease, with any rental payments made prorated as of the date of termination. Additionally, the injured party shall have such other remedies as are provided at law or in equity.

11. Attorney's Fees. Should a suit be filed to enforce or interpret this Lease, the prevailing party shall be entitled to such attorney's fees and costs as the trial court, or, if an appeal is filed, the appellate court shall determine to be reasonable and proper.

12. Notice. Any notice under this Lease shall be in writing and shall be effective when actually delivered in person or three days after being deposited in the U.S. mail, registered or certified, with postage prepaid and addressed to the party to whom the notice is provided, as follows:

Landlord: Sunset Empire Park and Recreation District
 Attn: Business Office
 1140 Broadway, Seaside, OR 97138

Tenant: Northwest Regional Education Service District
 Attn: Business Office
 5825 NE Ray Circle Hillsboro, OR 97124

Or such other address as either party may designate by written notice to the other. Until written notice has been delivered by a party changing its address, delivery of notice to the other party shall be deemed effective if mailed to the above address. For the purposes of this subsection, notice of a change of party address must be given seven (7) days prior to its effective date, and any notice delivered prior to such seven (7) days shall be deemed effective if delivered to the previously designated address.

13. Entire Agreement. This document represents the entire agreement of the parties and there are no representations not stated herein, and this Lease may only be modified in writing executed by both parties hereto.

Landlord	Tenant
Sunset Empire Park and Recreation District	Northwest Regional Education Service District

By: _____ By: _____

Title: _____ Title: _____

Northwest Regional Education Service District

Code: **BBE**
Adopted: 5/17/07
Revised/Readopted: 4/18/17
Orig. Code(s): BBE

Vacancies on the Board

Vacancies occurring in elected or appointed board positions will be filled either through Board appointment or through election by the boards of the component districts in the manner described below. The Board appointee must be a legally registered voter and a resident within the Northwest Regional Education Service District (NWRESD) for one year immediately preceding the election or appointment.

In the event of multiple vacancies, the position vacated first will be filled first.

Upon appointment or election the newly appointed or elected Board member(s) will be sworn and seated immediately.

If the offices of a majority of Board members are vacant at the same time, the State Board of Education shall appoint persons to fill the vacancies occurring in appointed board positions from among persons qualified for those positions, if any, or from among other persons who are qualified to serve. The State Board of Education shall oversee the election by component school district boards within the position zones in which the vacancy occurred to fill vacancies occurring in elected positions from among qualified individuals from within those zones.

Numbered Zone Positions

Any vacancy on the Board of an elected member from any numbered zone position shall be filled through election by the component district boards from within that zone from among the qualified members in that numbered position's zone. Qualified and interested persons will be allowed to submit applications to a component board or the NWRESD Board. Each component district in the zone of vacancy shall have one vote. The term of office of the person elected to fill a vacancy will be the time remaining in the vacated Board position.

Appointed Positions (Positions A, B, C and D)

Any vacancy on the Board of an appointed member from any position designated by letter shall be filled through appointment by the zoned Board members from among persons qualified for that position. Appointment procedures will be developed by the NWRESD Board in an open meeting. The term of office of the person appointed to fill a vacancy will be the time remaining in the vacated Board position.

END OF POLICY

Legal Reference(s):

[ORS 249.865 to -249.877](#)
[ORS 255.245](#)

[ORS 255.335](#)
[ORS 334.090](#)

[ORS 334.095](#)

Cross Reference(s):

BBBA - Board Member Qualifications
BBC - Board Member Resignation
BBD - Board Member Removal from Office

Northwest Regional Education Service District

Code: **BBBA**
Adopted: 3/11/08
Revised/Readopted: 4/18/17
Orig. Code(s): BBBA

Board Member Qualifications

Each member of the Board shall meet the following qualifications:

1. A member shall be an elector of the Northwest Regional Education Service District (NWRESD);
2. A member shall be a resident of the NWRESD and have resided therein for a period of one year immediately preceding the election of appointment;
3. No person who is an employee of the NWRESD will be eligible to serve as a NWRESD Board member while so employed.

Numbered Zone Positions

For members representing zones, the member must be a resident of the zone which he or she represents, and must have resided therein for a period of one year immediately preceding the election.

Appointed Positions (Position A)

Position A

An appointed, at-large position.

Appointed Positions (Positions B, C and D)

The following additional requirements apply to the following appointed positions:

Position B, Public Post-Secondary Position

Must be employed by a public institution of higher education (community college, four year college or university) located within the boundaries of NWRESD or serve as a member of the Board of Directors of public institution of higher education located within the boundaries of NWRESD.

Position C, Social Service Provider Position

Must be employed by a social service provider located within the boundaries of NWRESD or serve as a member of the Board of Directors of a social service provider located with the boundaries of NWRESD.

Position D, Business Community Position

Must be employed by a business located within the boundaries of NWRES D or serve as a member of the Board of Directors of a business located within the boundaries of NWRES D.

END OF POLICY

Legal Reference(s):

[ORS 247.002](#)
[ORS 247.035](#)

[ORS 249.013](#)
[ORS 334.025](#)

[ORS 334.032](#)
[ORS 334.090](#)

OR. CONST., art. II, § 2.
OR. CONST., art. VIII, § 6.

Cross Reference(s):

BBE - Vacancies on the Board