



SERVICES CONTRACT
 between
SCHOOL DISTRICT NO. 1J,
MULTNOMAH COUNTY, OREGON (PORTLAND PUBLIC SCHOOLS)
 and
EMPOWER DIGITAL SOLUTIONS, INC.

Contract No. S -97557

**THIS CONTRACT SHALL BE BINDING ON THE DISTRICT ONLY IF IT IS
 SIGNED BY THE DEPUTY CLERK OR AUTHORIZED DESIGNEE**

This Services Contract ("Contract") is made by and between School District No. 1J, Multnomah County, Oregon ("Portland Public Schools" or "District") and **EMPOWER DIGITAL SOLUTIONS, INC.** ("Contractor"). The parties agree as follows:

CONTRACTOR DATA

Contractor Name: EMPOWER DIGITAL SOLUTIONS, INC.
Contact Name: Erik Hopkins
Address: 7700 SW Hyland Way
City, State, ZIP: Beaverton, Oregon 97008
Telephone: 503.806.0530
Email: erik.hopkins@empowerdigital.com

Contractor must submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed contract. Payment information will be reported to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Contractor. Contractor certifies under penalty of perjury that Contractor is a

- Sole Proprietor Corporation Limited Liability Company
 Partnership Nonprofit Corporation Other [describe: _____]

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

District Point of Contact: Jesse E. Porter Sr. (*jporter1@pps.net*), Office of Technology and Information Services, Portland Public Schools, P.O. Box 3107, Portland, Oregon 97208-3107

***All information in this contract is subject to public records law. Please contact the District Point of Contact listed above if you have questions.**

TERMS AND CONDITIONS

- 1. Purpose.** This Contract is for services other than (a) personal services or (b) architecture, engineering, or related services.
- 2. Term and Termination.** This Contract becomes effective on February 9, 2026 or the date on which the Contract is fully executed by both parties, **whichever is later. No party shall perform work under this Contract before the effective date.** An email notification with a copy of the fully executed contract will be sent to the Contractor email listed above upon execution. At that time, work under the contract may begin.

Unless earlier terminated as provided below, this Contract shall continue through May 30, 2026.

Check if applicable:

- As provided for in (enter RFP/ITB/Quotes solicitation number, e.g., RFP #2016-1922), this Contract may be renewed for up to (e.g. four additional one-year terms) by amendment signed by both parties.

3. Cooperative Purchasing Option. At the discretion of the Contractor and pursuant to ORS 279A and District procurement rules, other public agencies may purchase the awarded goods and services from the awarded Contractor(s), under terms and conditions of this contract.

Any such purchases will be between the Contractor and the participating public agency under separate contract and will not impact the Contractor's obligations to the District. Any estimated purchase volumes listed in this Contract do not include other public agencies and the District makes no guarantee as to their participation.

4. Detailed Description of Services / Statement of Work. Contractor shall provide the services described in Exhibit A (Statement of Work).

5. Contract Documents. This Contract consists of these Terms and Conditions and the documents listed below in descending order of precedence. A conflict in these documents shall be resolved in the priority listed below with these Terms and Conditions taking precedence over all other documents. The Exhibits to this Contract include the following documents:

Exhibit A (Statement of Work)

6. Maximum Total Payment; Invoicing. The maximum total payment under this Contract is **\$81,336.00**; this is a not-to-exceed amount, and the District will not pay more than this amount unless specifically agreed to in an amendment executed by the parties. Contractor shall invoice District, and District shall pay Contractor as described in Exhibit A. In all cases, District reserves the right to withhold payments to Contractor for amounts reasonable and sufficient to (a) cover District's costs in processing invoices more than 60 days late and (b) protect the District from any loss, damage, or claim which may result from Contractor's failure to perform in accordance with the terms of the Contract or failure to make proper payment to suppliers or subcontractors.

7. Other Payment Issues.

a. Method of Payment: Unless otherwise specified in Exhibit A, District shall pay Contractor net 30 days upon invoice approval and work acceptance.

b. Payment on Early Termination: Upon termination pursuant to Section 15 (Early Termination), District shall pay Contractor as follows:

(i) If District terminates this Contract for its convenience under Section 15(a) or 15(b), then District must pay Contractor for work performed before the termination date if and only if Contractor performed in accordance with this Contract. District shall not be liable for any direct, indirect, or consequential damages. Termination by District shall not constitute a waiver of any other claim District may have against Contractor.

(ii) If Contractor terminates this Contract under Section 15(c) due to District's breach, then District shall pay Contractor for work performed before the termination date if and only if Contractor performed in accordance with this Contract.

(iii) If District terminates this Contract under Sections 15(c) or 15(d) due to Contractor's breach, then District must pay Contractor for work performed before the termination date less any setoff to which District is entitled and if and only if Contractor performed such work in accordance with this Contract.

c. Payment of Laborers: This provision is required by statute. In addition to applicable federal and local laws, ORS 279B.220 requires that Contractor

(i) Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract.

(ii) Pay all contributions or amounts due the Industrial Accident Fund by the contractor or subcontractors, if permitted, incurred in the performance of the contract.

(iii) 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.

(iv) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

If Contractor neglects or refuses to make prompt payment of any claim for labor or services furnished to it by any party in connection with this Contract as such claim becomes due, District may pay such claim to the party furnishing the goods or services and subtract the payment amount from funds due or to become due the Contractor. District's payment of such a claim shall not relieve Contractor or Contractor's surety, if any, from its obligation to any unpaid claims.

- d. **Payment for Medical Care:** This provision is required by statute. As required by ORS 279B.230 and to the extent any of Contractor's employees are covered by Oregon employment laws, Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of Contractor, of all sums that Contractor agrees to pay for such services and all moneys and sums that Contractor collected or deducted from the wages of employees under any law, contract, or agreement for the purpose of providing or paying for such service.
- e. **Non-Appropriation; Adequate Funding:** District is prohibited from contracting for services for which it has not received appropriated funds. If payment for work under this Contract extends into District's next fiscal year, District's obligation to pay for such work shall be subject to approval of future School Board appropriations to fund this Contract. Moreover, continuation of this Contract at specified levels is specifically conditioned on adequate funding under the District's budget adopted in June of each year. District reserves the right to adjust the level of services provided for in this Contract in accordance with funding levels adopted by its Board of Education.
8. **Cost Adjustments.** Both parties agree that contracted prices shall be fixed for the first 12 months of this Contract. Contractor must submit to District any proposed cost adjustments at least 60 days before the proposed effective date of such increases with a detailed explanation for each adjustment. District reserves the right to reject any changes to this Contract it deems unacceptable.
9. **Independent Contractor Status.** By its signature on this contract, Contractor certifies that the service or services to be performed under this Contract are those of an independent contractor as defined in ORS 670.600, and that Contractor is solely responsible for the work performed under this Contract. Contractor represents and warrants that Contractor, its subcontractors, employees, and agents are not "officers, agents, or employees" of the District within the meaning of the Oregon Tort Claims Act (ORS 30.260 through 30.300). Contractor shall be responsible for all federal, state, and local taxes and any and all fees applicable to payments for services under this Agreement.
10. **Subcontracts and Assignment.** Contractor shall not subcontract, assign, delegate, or transfer any of its duties, rights, or interests under this Contract without the prior written consent of District. District may withhold such consent for any or no reason. If District consents to an assignment or subcontract, then in addition to any other provisions of this Contract, Contractor shall require any permitted subcontractor to be bound by all the terms and conditions of this Contract that would otherwise bind Contractor. The parties agree that any such subcontracts shall be construed as matters solely between Contractor and its subcontractor and shall not have any binding effect on District.
11. **Successors in Interest.** This Contract shall bind and inure to the benefit of the parties, their successors, and approved assigns, if any.
12. **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 or provides any benefit or right, directly or indirectly, to third parties unless they are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.
13. **Other Contractors.** District may enter into other contracts for additional or related work, and Contractor shall fully cooperate and coordinate its performance under this Contract with those other contractors and with relevant District employees. Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by District employees.
14. **Nonperformance; Substituted Services.** As used in this Contract, "failure to perform" means failure (for whatever reason) to deliver the services as specified and/or scheduled in this Contract. If Contractor fails to perform under this Contract and does not cure that failure within seven days' written notice from District, then District has the right to complete the services itself, to obtain the services from other sources, or to a combination thereof as necessary to accomplish the purpose of this Contract. Both parties agree that Contractor shall bear any reasonable cost difference for these substituted services.
15. **Early Termination.** This Contract may be terminated as follows unless otherwise specified herein:
- Mutual:** District and Contractor may terminate this Contract at any time by their written agreement.
 - District's Sole Discretion:** District in its sole discretion may terminate this Contract for any reason on 30 days' written notice to Contractor.

- c. **Breach:** Either party may terminate this Contract in the event of a breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the date of the notice, then the non-breaching party may terminate this Contract at any time thereafter by giving a written notice of termination.
- d. **Contractor Licensing, etc.:** Notwithstanding Section 15(c), District may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation, or non-renewal of any license, permit, or certificate that Contractor must hold to provide services under this Contract.
- e. **Furlough:** District reserves the right to terminate or otherwise suspend this Contract if District's Board of Education determines that funding is insufficient to remain fully open and calls for a District-wide furlough or similar temporary District reduction in operations. Any temporary closure shall not affect amounts due Contractor under this Contract, subject to a pro-rated adjustment for reduction in services or need for goods during the furlough.

16. Force Majeure; Suspension of Work; Compensation

A party to this Contract shall not be held responsible for delay or default due to Force Majeure acts, events or occurrences unless they could have been avoided by the exercise of reasonable care, prudence, foresight, and diligence by that party. In the event of a Force Majeure act, event, or occurrence:

- a. District may terminate this Contract upon written notice after determining that delay or default caused by Force Majeure acts, events or occurrences will reasonably prevent successful performance of the Contract; or
- b. District may suspend portions of or all of the Work upon written notice.

When a suspension is required by reason of Force Majeure, through no fault of Contractor or the District, neither party owes the other for the impact of the suspension.

17. Remedies. In case of Contractor breach and in addition to the provisions of Sections 14 and 15 of this Contract, the parties agree that District is entitled to any other available legal and equitable remedies. In case of District breach, the parties agree that Contractor's remedy is limited to Contract termination and receipt of Contract payments to which Contractor is entitled.

18. Hours of Labor. This provision is required by statute. As required and except as provided by ORS 279B.020(7) and (8), 279B.235(5), and 279C.540(8), for Contractor's employees subject to Oregon employment laws:

- a. **Maximum Hours:** Employees shall be paid at least time and a half pay for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater. Employees shall also be paid at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or on Saturdays, Sundays, New Year's Day (Jan. 1), Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (first Monday in September), Thanksgiving Day (fourth Thursday in November), and Christmas Day (December 25).
- b. **Notice to Employees:** Contractor must give notice in writing to its employees who perform work on this Contract, either at the time of hire or before commencement of work on this Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

19. Time Limitation on Claim for Overtime. This provision is required by statute. For Contractor's employees subject to Oregon employment laws and as required by ORS 279C.545, any worker employed by Contractor shall be foreclosed from the right to collect for any overtime provided in ORS 279C.540 unless a claim for payment is filed with Contractor within 90 days from the completion of this Contract, providing Contractor has

- a. **Posted circular:** Caused a circular clearly printed in boldfaced 12-point type and containing a copy of this section to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place that is readily available and freely visible to workers employed on the work, and
- b. **Maintaining posted circular:** Maintained such circular continuously posted from the inception to the completion of this Contract on which workers are or have been employed.

20. DCU Collective Bargaining Agreement Wage Requirements; BOLI Prevailing Wages

CHOOSE ONE:

- a. If this Contract involves services that fall under the current District and District Council of Unions ("DCU") labor agreement ("Labor Agreement"), then Contractor shall pay to workers described below and employed under this Contract hourly compensation comparable to workers covered under the Labor Agreement.
1. Workers subject to DCU requirements include brick mason, carpenter, carpet and linoleum layer, cement mason, electrician, glazier, laborer, landscape laborer, machinist, painter, plasterer, plumber, roofer, sheet metal worker, steamfitter, tile setter, vehicle mechanic, mason tender, plumber's helper, motor winder, electronic technician, and machinist helper.
 2. Contractor may comply with this requirement by:
 - i. Demonstrating that it is a signatory to the appropriate Craft Master Labor Agreement for the services under this Contract; or
 - ii. Submitting other reliable proof that the wage and benefit package paid to workers described above and employed under this Contract is equal to or better than the wage and benefit package provided to comparable workers under the Labor Agreement.
 3. Contractor agrees to provide information that District or the DCU may reasonably request to demonstrate Contractor's compliance with this Section.

OR

- b. This Contract is subject to payment of prevailing wages under ORS 279C.800 to 279C.870. Contractor must comply with the following statutory provisions:
1. ORS 279C.800 to 279C.870: If the project price exceeds \$50,000, the Contractor and any subcontractors shall pay not less than prevailing wages to its workers as required by ORS 279C.840. The applicable prevailing wage rates are those in effect at the time this specification was first advertised for bid and are hereby incorporated as part of the Contract Documents. (Prevailing Wage Rates for this project are including the Amendment which can be found at www.oregon.gov/BOLI.) Contractor and any subcontractors shall post the prevailing wage rates in a conspicuous and accessible place in or about the project. Pursuant to ORS 279C.825(1), a fee is required to be paid to the Commissioner of the State of Oregon Bureau of Labor and Industries ("BOLI"). The fee shall be paid pursuant to the administrative rule of the Commissioner.
 2. ORS 279C.836: If this Contract is subject to payment of prevailing wages under ORS 279C.800 to 279C.870, the Contractors shall:
 - i. File a public works bond with the Construction Contractors Board pursuant to ORS 279C.836 before starting work on the project, unless exempt under ORS 279C.836(2) (7) or (8).
 - ii. Include in every subcontract a provision requiring the subcontractor to file a public works bond with the Construction Contractors Board pursuant to ORS 279C.836 before starting work on the project, unless exempt under ORS 279C.836(2) (7) or (8).
 2. ORS 279C.845: If this Contract is subject to payment of prevailing wages under ORS 279C.800 to 279C.870:
 - i. The Contractor or the Contractor's surety and every subcontractor or subcontractor's surety shall file with the District a certified statement on a form provide by the BOLI certifying the hourly rate of wage paid each worker employed by the Contractor or subcontractor on the work and that no such worker has been paid less than the prevailing rate of wage or wage specified under the Contract.
 - ii. Notwithstanding ORS 279C.555 or 279C570(7), the District shall retain 25% of all amounts earned by the Contractor until the Contractor has filed the certified statements as required by ORS 279C.845. In addition, the Contractor shall retain 25% of any amount earned by a First Tier Subcontractor until such subcontractor has filed the certified statements with the District. The District and/or the Contractor shall pay any such retained amounts within 14 days after such certified statements are filed.

21. Hazardous Materials. Contractor shall notify District before using any products containing hazardous materials to which District employees, students, or the general public may be exposed. Products containing hazardous materials are those products defined by Oregon Administrative Rules, Chapter 437. Upon District request, Contractor must immediately provide Material Safety Data Sheets to District for all materials subject to this provision.

22. Errors. Contractor shall perform any additional work necessary to correct Contractor errors in the services it performs under this Contract and shall do so without undue delays or additional cost to District.

- 23. Access to Records; Contractor Financial Records.** Contractor agrees that District and its authorized representatives are entitled to review all Contractor books, documents, papers, plans, and records, electronic or otherwise ("Records"), directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain all Records, fiscal and otherwise, directly relating to this Contract in accordance with generally accepted accounting principles so as to document clearly Contractor's performance. Following final payment and termination of this Contract, Contractor shall retain and keep accessible all Records for a minimum of three years, or such longer period as may be required by law, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Contract, whichever date is later.
- 24. Ownership of Work Products.** Contractor agrees that all work products created or developed for District by Contractor pursuant to this Contract are intended as "works made for hire" and shall be the exclusive property of the District. If any such work products contain Contractor's intellectual property that is or could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants District a perpetual, royalty-free, fully-paid, non-exclusive, and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, and use or re-use, in whole or in part, and to authorize others to do so, all such work products. *District claims no right to any pre-existing work product of Contractor provided to District by Contractor in the performance of this Contract, except to copy, use, or re-use any such work product for District use only.*
- 25. Work Performed on District Property.** Contractor shall comply with the following:
- Identification:** When performing work on District property, Contractor shall be in appropriate work attire (or uniform, if applicable) at all times. If Contractor does not have a specific uniform, then Contractor shall provide identification tags and/or any other mechanism the District in its sole discretion determines is required to easily identify Contractor. Contractor and its employees shall (i) display on their clothes the above-mentioned identifying information and (ii) carry photo identification and present it to any District personnel upon request. If Contractor cannot produce such identification or if the identification is unacceptable to District, District may provide at its sole discretion, District-produced identification tags to Contractor, costs to be borne by Contractor.
 - Sign-in Required:** As required by schools and other District locations, each day Contractor's employees are present on District property, those employees must sign into the location's main office to receive an in-school identification/visitors tag. Contractor's employees must display this tag on their person at all times while on District property.
 - No Smoking:** All District properties are tobacco-free zones; Contractor is prohibited from using any tobacco product on District property.
 - No Drugs:** All District properties are drug-free zones as enforced by the Portland Police Bureau.
 - No Weapons or Firearms:** Except as provided by statute and District policy, all District properties are weapons- and firearms-free zones; Contractor is prohibited from possessing on its persons or in its vehicles any weapons or firearms while on District property.
- 26. Unsupervised Contact with Students; Criminal Background Checks.** This provision is required by statute. "Unsupervised contact" with students means contact that provides the person opportunity and probability for personal communication or touch with students when not under direct supervision by District personnel. ORS 326.603; OAR 581-021-0500.

CHOOSE ONE:

- a. Contractor will have no direct, unsupervised contact with students in the performance of this contract.
- Contractor shall ensure that Contractor, any subcontractors, and their officers, employees, and agents will have no direct, unsupervised contact with students.
 - Contractor will discuss any questions or concerns about these requirements with District Point of Contact (named on the first page of this Contract) before beginning work.
 - Contractor, any subcontractors, and their officers, employees and agents must immediately remove themselves from any situation involving direct, unsupervised contact with students.
 - If Contractor is unable to ensure through a security plan that none of its officers, employees, or agents or those of its subcontractors will have direct, unsupervised contact with students in a particular circumstance or circumstances, then Contractor shall notify District Point of Contact and undergo a criminal background check before beginning any work that could result in such contact.
 - Contractor must check in at the school office and wear a visitor badge while on District property or in the presence of District students.
 - A violation of these provisions is grounds for immediate termination of this Contract by the District.

OR

- b. Performance under this Contract may require or cause Contractor to have direct, unsupervised contact with students. As required by ORS 326.603, **Contractor must undergo a finger-print based criminal background check before beginning work under this Contract.**
- Contractor authorizes District to obtain information about Contractor and its history and to conduct a criminal background check, including fingerprinting, of any Contractor officers, employees, or agents who will have unsupervised contact with students. Contractor shall cause its employees and/or subcontractors, if any, to authorize District to conduct these background checks.
 - Contractor shall pay all fees assessed by Oregon Department of Education for processing the background check. District may deduct the cost of such fees from a progress or final payment to Contractor under this Contract, unless Contractor elects to pay such fees directly.
 - After completion of the criminal background check, Contractor will be provided with a District badge.
 - Contractor must wear the badge provided by the District while on District property or in the presence of District students.

- 27. Confidentiality; FERPA Re-disclosure. Family Education Rights and Privacy Act ("FERPA") prohibits the re-disclosure of confidential student information.** Contractor agrees to protect the confidentiality of student education records, including personally identifiable information found in education records, in compliance with the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. Sec. 1232g) and its implementing regulations (34 C.F.R. Part 99), collectively "FERPA." Contractor acknowledges that information disclosed to Contractor by District may include records that are subject to FERPA, and that to the extent this is the case, Contractor will be considered a "school official" as that term is used in FERPA. As such, Contractor agrees that it will hold all information disclosed to it in strict confidence and will not use such information except as required to perform its obligations under this Contract. Contractor further agrees that it will not disclose or re-disclose any such information except (a) with the express written authorization of District, or (b) as required by law but only to the extent permitted by law and only in the manner prescribed by law. If Contractor receives a court order or subpoena seeking education records or information contained in education records, it shall immediately notify District in writing. If Contractor re-discloses personally identifiable information from education records on behalf of District in response to an order or subpoena under 34 C.F.R. § 99.31(a)(9), Contractor must provide the notification required under 34 C.F.R. § 99.31(a)(9)(ii). District will assist Contractor with complying with this notification requirement.
- 28. Security.** Any disclosure or removal of any District matter or property by Contractor shall be cause for immediate termination of this Contract. Contractor shall bear sole responsibility for any liability including, but not limited to attorney fees, resulting from any action or suit brought against District because of Contractor's willful or negligent release of information, documents, or property contained in or on District property. District hereby deems all information, documents, and property contained in or on District property privileged and confidential.
- 29. Employee Removal.** At District's request, Contractor shall immediately remove any Contractor employee from all District properties in cases where the District in its sole discretion determines that removal of that employee is in the District's best interests.
- 30. Compliance with Applicable Law.** For the services provided under this Contract, Contractor shall comply with all federal, state, and local laws applicable to public contracts and the work done under this Contract, and with all regulations and administrative rules established pursuant to those laws.
- 31. Indemnification.** Contractor shall defend and indemnify District, its officers, directors, employees, and agents from and against all liabilities, losses, expenses, claims, actions, or judgments (including attorney fees) recovered or made against District for any damage, injury, or death to persons or damage to property caused by the negligent or intentional acts or omissions of Contractor, its officers, employees, agents, or subcontractors related to Contractor's performance under this Contract. Contractor's indemnification of District extends to conditions created by this Contract or based upon violation of any statute, ordinance, or regulation. This provision is in addition to any common law or statutory liability and indemnification rights available to District. Contractor's indemnification of District shall not apply to damage, injury, or death caused by the negligent actions of District, its officers, directors, employees, or agents. District must promptly notify Contractor in writing of any such claim or demand to indemnify and shall cooperate with Contractor in a reasonable manner to defend such claim.

32. Insurance. At all times while providing services under this Contract, Contractor shall maintain in force at Contractor's expense insurance coverage at least equal to the value of this Contract and the following insurance coverage(s), as applicable:

- a. Workers' Compensation. As required by ORS 656.017, subject employers shall provide workers' compensation coverage in accordance with ORS Chapter 656 for all subject workers. Contractor and all subcontractors of Contractor with one or more employees shall have this insurance unless exempt under ORS 656.027. Contractors that are statutory subject employers shall submit a certificate of insurance to District showing proof of coverage.
- b. Professional Liability / Errors & Omissions (E&O). If Contractor is providing services that require a state license (including, but not limited to, accounting, architectural, auditing, dental, legal, medical, and psychiatric), then Contractor shall maintain professional liability / E&O insurance coverage of at least \$1,000,000 for each claim, incident, or occurrence, and at least \$2,000,000 annual aggregate coverage. This policy shall provide extended reporting period coverage for claims made within two years after this Contract is completed or otherwise terminated according to its terms.
- c. General Liability. PLEASE READ CAREFULLY
 1. If Contractor is providing (i) professional development or training, (ii) facilitation, (iii) writing or evaluation, or (iv) speaking or musical services, then District expects Contractor to have general liability insurance coverage in place sufficient to cover events adverse to the objectives of this Contract.
 2. If this Contract is for LESS THAN \$5,000 (as shown in Section 5 (Maximum Total Payment; Payment Method)) and Contractor is providing (i) student tutoring services, (ii) professional consultation services, or (iii) theater or performing arts preparation or training, then Contractor shall maintain general liability insurance coverage of at least \$250,000 for each claim, incident, or occurrence, and at least \$500,000 annual aggregate coverage.
 3. If this Contract is for MORE THAN \$5,000 (as shown in Section 5 (Maximum Total Payment; Payment Method)) and the services provided are anything other than those mentioned in Section 30.c.1, then Contractor shall maintain general liability insurance coverage of at least \$1,000,000 for each claim, incident, or occurrence, and at least \$2,000,000 annual aggregate coverage.
- d. Motor Vehicle Liability. If Contractor is providing services that require Contractor to transport District personnel, students, or property, then in addition to any legally required insurance coverage, Contractor shall maintain motor vehicle liability insurance of at least \$1,000,000 for each claim, incident, or occurrence.
- e. Other Insurance: District reserves the right to require other insurance (e.g., Builder's All-Risk Insurance for construction services) as may be reasonably prudent under this Contract.
- f. Additional Requirements. All insurance coverage shall be provided by an insurance company having an A.M. Best rating of at least A- and/or licensed to do business in Oregon. Contractor alone is responsible for paying all deductibles and retentions. A cross-liability clause or separation of insureds condition shall be included in all general liability policies required by this Contract. Contractor's coverage shall be primary in the event of loss.
- g. Certificate of Insurance. Upon District request, Contractor shall furnish to District a current certificate of insurance for each of the above coverages within 48 hours of District request. Each certificate must state the relevant deductible or retention level. For general liability coverage, the certificate must state that District, its agents, officers, and employees are additional insureds with respect to Contractor's services provided under this Contract. The certificate must specify an additional insured endorsement, and Contractor shall attach a copy of the endorsement to the certificate.

33. Waiver; Severability. Waiver of any default or breach under this Contract by District does not constitute a waiver of any subsequent default or a modification of any other provisions of this Contract. If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held invalid.

34. Non-discrimination Clause. Both parties agree that no person shall be subject to unlawful discrimination based on race; national or ethnic origin; color; sex; religion; age; sexual orientation; gender expression or identity; pregnancy; marital status; familial status; economic status or source of income; mental or physical disability or perceived disability; or military service in programs, activities, services, benefits, or employment in connection with this contract. The parties further agree not to discriminate in their employment or personnel policies.

35. Controlling Law; Venue. The parties agree that Oregon law will govern any dispute related to this Contract and to conduct any litigation arising out of the Contract in courts located in Multnomah County, Oregon.

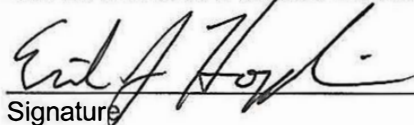
36. Amendments; Renewal. Any amendments, consents to or waivers of the terms of this Contract must be in writing and signed by both parties. The parties may renew this Contract by their signed, written instrument.

37. **Counterparts.** The parties may execute this Contract in counterparts, each of which constitutes an original and all of which comprise one and the same Contract. Counterparts may be delivered by electronic means.
38. **Entire Agreement.** When signed by both parties, this Contract (and any attached exhibits) is their final and entire agreement. As their final and entire expression, this Contract supersedes all prior and contemporaneous oral or written communications between the parties, their agents, and representatives. There are no representations, promises, terms, conditions, or obligations other than those contained herein.
39. **Notices.** All notices or demands of any kind required or desired to be given by District or Contractor must be in writing and shall be deemed delivered upon depositing the notice or demand in the United States mail, certified or registered, postage prepaid, addressed to the respective party at the addresses herein.

I HAVE READ THIS CONTRACT AND ITS ATTACHED EXHIBITS, IF ANY. I CERTIFY THAT I HAVE THE AUTHORITY TO SIGN AND ENTER INTO THIS CONTRACT ON BEHALF OF THE PARTY I REPRESENT AND AGREE TO BE BOUND BY ITS TERMS.

CONTRACTOR

EMPOWER DIGITAL SOLUTIONS, INC.

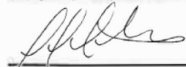

Signature

Erik J. Hopkins President
Contractor Printed Name and Title

2 February 2026
Date

DISTRICT

SCHOOL DISTRICT NO. 1J,
MULTNOMAH COUNTY, OREGON


Paul Williams
Sr Financial Ops Mgr, Purchasing &
Contracting
2/6/2026

Date



January 26, 2026

Portland Public Schools
Marshall High School
3905 SE 91st Ave.
Portland, Oregon 97266

Erik J Hopkins 2/2/26

Scope of Work – Option 1:

1. Provide and install one (01) CAT 6A cable from nearest IDF to each of 70 wireless access point locations identified the drawings provided by Portland Public Schools.
2. Install wireless access points provided by Portland Public Schools.
3. Test the cable for CAT 6A performance, label and document installation.

Quantity	Description	Total Cost
18	Lower Level 01-Floor (\$1,210.11 / WAP)	\$21,782.00
7	Lower Level 02-Floor (\$2,177.43 / WAP)	15,242.00
6	Main Level (\$898.50 / WAP)	5,391.00
39	Upper Level (\$992.85 / WAP)	38,721.00
1	Limited Energy Permit	200.00
TOTAL		\$81,336.00

Scope of Work – Option 2:

1. Provide and install two (02) CAT 6A cable from nearest IDF to each of 70 wireless access point locations identified the drawings provided by Portland Public Schools.
2. Install wireless access points provided by Portland Public Schools.
3. Test the cable for CAT 6A performance, label and document installation.

Quantity	Description	Total Cost
18	Lower Level 01-Floor (\$1,624.28 / WAP)	\$29,237.00
7	Lower Level 02-Floor (\$2,618.57 / WAP)	18,330.00
6	Main Level (\$1,441.17 / WAP)	8,647.00
39	Upper Level (\$1,369.38 / WAP)	53,406.00
1	Limited Energy Permit	200.00
TOTAL		\$109,820.00

Notes/Exclusions:

1. Empower Digital Solutions, Inc. meets and/or exceeds DCU Rates effective July 1, 2025.

**Empower Digital Solutions, Inc. 7700 SW Hyland Way, Beaverton, Oregon 97008 CCB 195629;
Electrical CLE290; Erik J. Hopkins (503) 806-0530**