

Warrenton-Hammond School District

REQUEST FOR PROPOSALS for Architectural Services

WARRENTON-HAMMOND SCHOOL DISTRICT 30
WARRENTON, OREGON

Proposals Due Date: April 8, 2019
Proposal Due Time: 1:00pm, PDT
Proposal Opening: Warrenton-Hammond School District
District Office
820 SW Cedar
Warrenton, OR 97146

Contact: Mark Jeffery
Telephone: (503) 861-2281
Email: jefferym@warrentonk12.org

Mailing Address: Warrenton-Hammond School District
820 SW Cedar
Warrenton, OR 97146

FAXED OR LATE PROPOSALS WILL NOT BE ACCEPTED

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For more information or for clarification of any part of this RFP the District point of contact is Mark Jeffery, Superintendent, 820 SW Cedar, Warrenton, Oregon 97146, jefferym@warrentonk12.org. Questions must be in writing and must be submitted NO LATER than April 8, 2019.

LEGAL PUBLICATION

**REQUEST FOR PROPOSALS
WARRENTON-HAMMOND SCHOOL DISTRICT
ARCHITECTURAL SERVICES**

Notice is hereby given that Warrenton-Hammond School District (the "District") is seeking proposals from qualified architecture firms (the "Proposer") interested in providing design services for the development of District capital improvement projects funded by a \$38.5 million bond levy passed on November 6, 2018.

Sealed proposals will be submitted to Mark Jeffery, Superintendent, 820 SW Cedar, Warrenton, Oregon 97146, before **1pm PDT, on April 8, 2019. Late proposals will not be accepted.** No reading of the proposals will be conducted or announcement of specifics will be discussed.

No pre-Proposal conference will be held in connection with this Request for Proposals.

All proposals shall be submitted as set forth in this document. Proposers are responsible for submitting proposals in the manner, format, and to the delivery point required by the District.

No Proposal may be withdrawn after the hour set for the opening thereof until the elapse of sixty (60) days from the date and time set for opening.

Attention is called to the provisions of the Oregon Statutes, Chapter 279. The proposer must indicate if proposer is a resident proposer as defined in ORS 279A.120.

Warrenton-Hammond School District reserves the right to reject any or all proposals not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any or all proposals upon a finding of the District if it is in the public interest to do so.

Published: The Daily Astorian
The Daily Journal of Commerce
DATE: March 6, 2019

USDA and this institution are equal opportunity providers and employers

The Warrenton-Hammond School District recognizes the diversity and worth of all individuals and groups in our society. It is the policy of the Warrenton-Hammond School District that there will be no discrimination or harassment of individuals or groups based on race, color, creed, religion, gender, sexual orientation, gender identity, gender expression, national origin, marital status, age, veteran or military status, genetic information, disability, or use of a service animal by a person with a disability in any educational programs, activities or employment.

SECTION I – INTRODUCTION

1. Proposal Introduction

Warrenton-Hammond School District 30 is issuing a Request for Proposals (RFP) for Architectural Services

Warrenton-Hammond School District is located on the North Coast of Oregon between the Pacific Ocean and the Coast Mountain Range in Clatsop County. The District serves approximately 1005 students from the two distinct cities of Warrenton and Hammond.

The District has amazing community support, successfully passing a \$38.5 million new campus construction bond. The bond funds will be used to (a) purchase roughly 60 acres of property along Dolphin Road and (b) construct a new middle school facility.

RFP documents can be obtained at the District Office or via District web-site:

Mark Jeffery
jefferym@warrentonk12.org
Warrenton-Hammond School District Office
820 SW Cedar
Warrenton, OR 97146
(503) 861-2281
<http://www.warrentonschools.com/>

SOLICITATION CLOSING: April 8, 2019 at 1:00pm PDT. Deliver to the Warrenton-Hammond School District Office. See address above.

The Successful Proposer will be required to provide Worker's Compensation coverage for employees. Proposers are required to certify non-discrimination in employment practices, and identify resident status.

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

The District reserves the right:

- to reject any or all proposals not in compliance with public proposal procedures;
- to postpone award of the contract for a period not to exceed sixty (60) days from date of proposal opening;
- to waive informalities in the proposal; and/or
- to select the proposal which appears to be in the best interest of the District.

2. Definitions

As used in this Request for Proposal, unless the context requires otherwise:

Addenda: An addition to or deletion of, a material change in, or clarification of, the RFP.

Award of the Contract: The decision by the District that indicates which Proposer the District has chosen to enter into an agreement with.

Agreement: The written agreement signed by the Successful Proposer and District that is based on that AIA Document B101-2017, Standard Form of Agreement Between Owner and Architect, as amended, which is attached to this RFP as Attachment 11. The Agreement will constitute the entire agreement between the parties. The Agreement may also include any purchase orders, bonds, and addenda incorporated in the documents before their execution, and all other written agreements of a supplemental nature that are signed by both parties and entered into during the progress of the design services. The term Agreement may be interchangeable in this RFP with the term Contract.

Consultant: The Consultant is the Successful Proposer that signs, executes, and enters into an Agreement with the District.

District: Warrenton-Hammond School District 30.

District Representative: Warrenton-Hammond School Superintendent, or designee, acting as the administrator of the Contract and the primary District contact for the Consultant after the execution of the Agreement.

Issuing Office: The Issuing Office is identified in Section 1.a of this RFP.

Limited Liability Entity: Any corporation, limited liability company, limited liability partnership, or other business entity that must register with a state agency in order to do business as that entity.

Notice of Intent to Award: A document proclaiming intent to award the Agreement to a specified party.

OAR: Oregon Administrative Rules.

ORS: Oregon Revised Statutes.

Proposal: A response to an RFP, created and submitted by a Proposer, which outlines the goods the Proposer wishes to create, manufacture, and/or deliver, or the services the Proposer wishes to render to the District.

Proposer: Any corporation, limited liability company, limited liability partnership, other limited liability entity, company, partnership, firm, sole proprietorship, or individual that creates and submits a Proposal. A Proposer is a prospective Offeror / Consultant.

Provisions: Refers to all directions, terms, conditions, specifications, and requirements, etc., of the referenced subject.

RFP: A Request for Proposal. This is an official publication/statement by the District which outlines goods or services of which the District is in need. It outlines the general needs and goals of the District, but the means and methods used to achieve those ends will generally be left up to each Proposer to suggest in the Proposal.

Successful Proposer: The Proposer whose goods or services Proposal is accepted by the District, and upon acceptance, it is the Successful Proposer who is offered the Agreement and who is obligated to sign the Agreement for such goods or services, thus becoming the Consultant Proposal.

SECTION II – PROPOSAL PROCESS

1. Proposal Procedures

a. Issuing Office

This RFP document is issued by the business office of the District and that office shall be the sole point of contact for this RFP. Please contact the following person:

Mark Jeffery
jefferym@warrentonk12.org
Superintendent
Warrenton-Hammond School District 30
820 SW Cedar
Warrenton, OR 97146
(503) 861-2281

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

EVENT	DATE
Publication	March 6, 2019
Inquiries Deadline	March 22, 2019
Deadline to Withdraw from RFP Process	April 8, 2019
Submission Deadline	April 8, 2019
Interviews (if required)	April 11, 2019 to April 12, 2019
Date of Notice of Intent to Award	April 15, 2019
Agreement Award Date	April 22, 2019
Project Start Date	April 29, 2019

All written inquiries or protests of the RFP process must be received by the Inquiries Deadline as indicated above. Clarifications and responses to written inquiries or protests regarding this RFP will be sent within one week of receipt of written inquiries or protests.

All protests of the Award of Contract must be received within seven (7) days of the date of the Notice of Intent to Award above. The Agreement execution date is the date by which the Successful Proposer must execute the Agreement with the District.

The District may, at its discretion, schedule interviews with the Proposers, and will contact any Proposers at that time.

c. Obtaining RFP Document(s)

RFP Document(s) may be reviewed or obtained by contacting the following or via the District's web-site:

Mark Jeffery
jefferym@warrentonk12.org
Superintendent
Warrenton-Hammond School District 30
820 SW Cedar
Warrenton, OR 97146
(503) 861-2281

d. Format Proposals

All Proposers must prepare their Proposals according to the format outlined in this RFP and provide a response to the requirements. It is the sole responsibility of the Proposer to ensure that Proposals are received prior to the above stated Submission Deadline.

PROPOSALS MUST BE TIME STAMPED AT THE ISSUING OFFICE RECEPTION DESK ON OR BEFORE THE STATED DEADLINE. The District will not consider late materials received after the Submission Deadline, and those materials will be returned unopened.

- i. The Proposal must be submitted with one original hard copy signed by the Proposer and marked "Original", together with six complete copies. All Proposals must be delivered in sealed containers and the response to Section IV, Evaluation Criteria, should not exceed 20 pages in length, using minimum of 12 point font size. Also included with the Proposal in the sealed container will be either a flash drive or CD with complete contents of the Proposal in a PDF format.
- ii. The Proposer's name and address must appear on the outside of the container. In addition, the words, "Architectural Services", as well as, the title of the Proposal must be clearly written on the outside of the container.
- iii. Proposers mailing Proposals should allow normal mail delivery time to insure receipt of their Proposals by the Issuing Office.
- iv. Proposals not arriving by the Submission Deadline will not be considered. Time extensions will not be granted. The District will **not** accept faxed or emailed Proposals.
- v. Materials should be prepared simply, economically, and neatly. Special bindings, colored displays, and other similar accoutrements are not desired. Proposers are encouraged to be complete and concise. Attachments are limited to the required submittals included within the RFP. Any additional documents should be minimized and may not be considered in our evaluation of proposals.
- vi. In order to simplify the review process and to obtain the maximum degree of comparability, each Proposal shall include the required information as listed in Attachment 1, RFP Requirements Checklist, responses must be in the same order as listed.

vii. The District is committed to fostering diversity, sustainability, and recycling and to supporting women, minority and small business enterprises. Describe the activities your firm has undertaken in these areas in the format below:

- What recycled products and/or renewable services do you use?
- Describe your sustainability practices and public involvement.
- What products do you recycle?
- Are you a minority, women-owned, or emerging small business?

e. Erasures

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

f. Signature

Any signature or initialing relating to this RFP certifies that the individual signing or initialing has read and fully understands all provisions. Anything relating to this RFP shall be deemed to have been properly signed or initialed if the procedures below are adhered to:

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

g. Proposal Withdrawals

A Proposal may be withdrawn in person with proper identification, or by issuing a written request on company letterhead, signed by an authorized representative, and received by the District prior to 3:00 pm PDT, on the Deadline for Withdrawal as indicated above.

h. Sufficiency

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

i. Certificate of Compliance and Agreement Offer

The Proposal Certification (Attachment 2) must be signed before any Award of the Contract will be made. A Proposal will not be considered for any Award of the Contract where the Certificate has been deleted or modified or not properly signed prior to the Date of Notice of Intent to Award as specified above.

All Proposers who submit a Proposal must agree to the Provisions of this RFP and the Agreement. Any Proposer who is awarded the scope of services described in this RFP will sign the Agreement within 10 days after receipt of a Notice of Intent to Award. Any objections to a provision in this RFP or the Agreement must be stated in writing and received by the Issuing Office prior to the Deadline to Withdraw.

j. Rejection of Proposals

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

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

Proposals will be evaluated and, unless all Proposals are rejected, an Award of the Agreement will be made based upon the evaluation process outlined within this RFP.

2. Proposal Requirements

a. Required Qualifications

Proposers shall provide information on six current or recent (within the past five years) local customers for whom services of a comparable size and scope have been provided. This information must be provided on the form provided in Attachment 8. References contacted will be asked the same questions related to their satisfaction with the services performed by the Proposer. District may also inquire of other Proposer customers who are not identified in Attachment 8.

b. Taxes

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

c. Payment

Unless otherwise provided in the terms and conditions of this RFP or of the Agreement, payment will be made 30 days after receipt of a formal invoice that is accepted by the District.

3. Public Information and Disclosure; Trade Secrets

a. All Proposals and related materials shall be kept by the District for a period of six (6) years and will be considered public information.

b. Any information provided to District in response to this RFP is subject to public disclosure under the Oregon's Public Records Law (ORS 192.311 to 192.478). As provided in ORS 279B.060(6), the contents of any proposal will not be disclosed until District issues its notice of intent to award. The identity of all proposers will be subject to disclosure following the opening of Proposals.

- c. After issuance of the Notice of Intent to Award, any information provided to District under this RFP is subject to public disclosure under Oregon's Public Records Laws (ORS 192.311 to 192.478), unless it is specifically exempt from disclosure under ORS 192.338 to 192.355.
- d. Any Proposer that desires District to treat certain information as exempt from disclosure must plainly mark each page of such information as confidential and include the citation to the Public Records Law exemption that the Proposer believes to apply to the information. Marked pages should be placed in a group separate from the remainder of the bid. Information that has not been properly marked or separated will be deemed subject to disclosure by District.
- e. Proposers who have concerns about revealing trade secrets or other proprietary information within their Proposal must preface each page of sensitive material with the following text: *"This data constitutes a trade secret under ORS 192.501(2) and shall not be disclosed outside the District or duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the described products/services or in accordance with Oregon Public Records Law, ORS Chapter 192. This restriction does not limit the District's right to use information contained herein if it is obtained from another source."* All Proposers who respond to this RFP authorize the release of all information on any page that does not contain said above text.
- f. Oregon Public Records law exempts only bona fide trade secrets from disclosure, "unless the public interest requires disclosure in the particular instance." ORS 192.501(2). Non-disclosure of documents submitted with a Proposal and marked as a trade secret may depend on official or judicial determinations made pursuant to Oregon Public Records Law.
- g. Cost or price information does not constitute trade secrets and must be open to public inspection.
- h. District retains the right to make an independent determination of whether marked information is exempt under the Public Records Law. Proposers understand that any decision by District to withhold information is subject to appeal and that District will comply with any order to disclose.

4. Disclosure of Interest

No employee or elected official of the District may own more than 5 percent of a business that is submitting a proposal on any awards with the District unless it is fully disclosed in the proposal documents.

5. Addenda

- a. If it becomes necessary to modify, revise, or clarify any part of this RFP, District will not mail notice of Addenda, but will publish notice of any Addenda on District's web site. Addenda may be downloaded off the District's web site. Proposers should frequently check the District's web site for Addenda until the Submission Deadline (i.e., at least once weekly until the week of the Submission Deadline, and at least once daily the week of the Submission Deadline).
- b. Proposers shall acknowledge receipt of all addenda in the appropriate area of the Proposal Form (Attachment 2) which must be returned as part of the Proposal requirements. All Addenda issued during the RFP period are incorporated into the Agreement resulting from this RFP by this reference.

6. Inquiries and RFP Request for Clarifications

- a. This RFP, the Agreement, and all subsequent written modifications and addenda issued by the designated contact for the District thereto are hereby designated as the sole reference and authority for the preparation of Proposals and take precedence over any other source, either verbal or written.

- b. No District employee or officer is authorized to make any oral interpretation of any Provisions within the RFP or Agreement documents. The District will not be responsible for any oral remarks related to this RFP. Prospective Proposers who are in doubt about or who have any objection to any aspect of this RFP, the Agreement or any subsequent written modifications or Addenda must submit a written objection or request for clarification by the Inquiries Deadline listed in the RFP Timetable.
- c. To be considered, prospective Proposer's written RFP Request for Clarification must be submitted to the Issuing Office in writing by the Inquiries Deadline in the RFP Timetable as follows:

RFP Request for Clarification
RFP for Architectural Services
WHSD Middle School Design Project
Due no later than March 22, 2019 1:00pm PDT.

RFP Requests for Clarification may be submitted via email to Mark Jeffery:

Email: jefferym@warrentonk12.org

- d. The District's clarification to a prospective Proposer, whether orally or in writing, does not change the RFP and is not binding on the District unless the District amends the RFP by Addendum.
- e. The District reserves the right to cancel the RFP in lieu of clarification under, and in conformance with, OAR 137-048-0250.

7. RFP Protests

- a. A prospective Proposer may protest the procurement process or the solicitation document ("RFP Protest") for an Agreement solicited under ORS 279C.100 to 279C.125, in accordance with this Section II(7). Before seeking judicial review, a Proposer must file a written protest with the District and exhaust all administrative remedies.
- b. RFP Protest Submission Requirements. To be considered, prospective Proposer's written RFP Protest must be submitted to the Issuing Office marked as follows:

RFP Protest
RFP for Architectural Services
WHSD Middle School Design Project

RFP Protests must be submitted via email to jefferym@warrentonk12.org

- c. Time Limitation on Protest. A RFP Protest shall be presented to the District at least seven (7) calendar days prior to the Submission Deadline. The District will not consider a protest submitted after the time period established in this Section II(7).
- d. Right to Protest RFP. The District will consider a RFP Protest filed in compliance with the requirement of this Section II(7) if it: 1) identifies this RFP as the solicitation that is the subject of the protest 2) states the grounds that demonstrate how the process is contrary to law, or how the solicitation document is unnecessarily restrictive, is legally flawed or improperly specifies a brand name; 3) provides evidence or supporting documentation that supports the grounds on which the protest is based; and 4) states the relief sought by prospective Proposer.

- e. District's Response to RFP Protest. The District will issue a written disposition of the RFP protest no less than three (3) business days before proposals are due, unless a written determination by the District determines that circumstances exist that require a shorter time limit. If the District upholds the protest, in whole or in part, the District may in its sole discretion either issue an Addendum reflecting its disposition under OAR 137-048-0240 or may cancel the RFP in the public interest under and in conformance with, OAR 137-048-0250.
- f. Extension of Closing. The District may extend Closing if it determines an extension is necessary to consider and respond to a properly filed Protest under this Section II(7).

SECTION III – PROPOSAL TERMS AND CONDITIONS

1. Independent Contractor/Partnerships

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

2. Recycled Material

Pursuant to ORS 279A.125, notwithstanding provisions of law requiring a contracting agency to award a Contract to the lowest responsible Proposer or best Proposer or provider of a quotation, a contracting agency charged with the procurement of goods for any public use shall give preference to the procurement of goods manufactured from recycled materials if all the following conditions are met:

- a. The recycled product is available;
- b. The recycled product meets applicable standards;
- c. The recycled products can be substituted for a comparable non-recycled product;
- d. Recycled product costs do not exceed the costs of non-recycled products by more than five (5) percent or a higher percentage if a written determination is made by the contracting agency.
- e. At its discretion, the District may give preference to the purchase of materials and supplies manufactured from recycled materials, even if the cost differential exceeds the five percent preference set forth above. At its discretion, the District may give preference to the suppliers of recycled products and recycled paper or to products that reduce the amount of waste generated. The District may determine the amount of this preference.

3. Licenses

Consultant and its consultants shall demonstrate possession of any license necessary for performance of the work described under this RFP.

If not licensed to do business in the State of Oregon, the Successful Proposer will register as a foreign corporation with the State of Oregon Department of Commerce prior to the Award of the Contract.

4. Minority-owned, Women-owned, Service-Disabled Veteran-owned, and Emerging Small Business

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

Proposer will certify in its offer that Proposer has not and will not discriminate against a consultant in awarding a contract because the consultant is a minority, women, service-disabled veteran or emerging small business enterprise certified under ORS 200.055.

5. Immigration Reform and Control Act

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

6. Cost of Proposal

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

7. Design Services Agreement

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

If a Proposer has objections to the RFP documents, terms or conditions, or Agreement terms or conditions, but fails to follow the RFP Protest procedure described above, the only options available to the Proposer are to either accept all obligations, or to withdraw by the Deadline to Withdraw as indicated in the RFP Timetable.

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

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

This Agreement shall be for two (2) years and may be renewed for additional period(s), subject to agreement by the Parties prior to the expiration of the current term. The Agreement term shall not exceed five (5) years.

8. Financial Interest, Fraud, and Collusion

A Proposer filing a Proposal thereby certifies that, with regard to this RFP, no officer, agent, or employee of the District who has a pecuniary interest in this RFP or Proposal has participated in the Agreement negotiations on the part of the District, and that the Proposal is made in good faith without fraud, collusion, or connection of

any kind with any other Proposer to this RFP. Further, the Proposer certifies that with regard to this RFP, the Proposer is competing solely on the Proposer's own behalf without connection with, or obligation to, any undisclosed individual, partnership, company, or Limited Liability Entity.

9. Duration of Offer

Proposal Provisions shall remain firm for thirty (30) calendar days after the Submission Deadline indicated above. The Successful Proposer shall not alter the terms of their Proposal if said Proposal is accepted within thirty (30) days of the Submission Deadline indicated above. Changes in terms by others after the acceptance will not be considered. An Award of the Contract to any Proposer shall not constitute a rejection of any other Proposal and the District will remain free to accept other Proposals.

10. Risk of Loss and Damage

The Proposer will be liable for all damages arising out of the Proposer's negligence or fault in connection with this RFP.

The District will not be responsible for the loss or damage of any items during the RFP process, unless negligence on the part of the District has been established in a court of law.

11. Publicity

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

12. Reservations

The District expressly reserves the following rights:

- a. To reject all Proposals.
- b. To reject any Proposal not in compliance with all prescribed public bidding procedures and requirements.
- c. To reject any Proposal not meeting any Provisions set forth herein.
- d. To waive any or all irregularities in Proposals submitted.
- e. To award any or all items or services contained in the Proposal.
- f. To award to more than one Proposer.
- g. To consider the competency and responsibility of Proposers in making any Award of the Agreement.
- h. To re-award the Agreement to another Proposer in the event any Proposer who is chosen by the District as the Successful Proposer defaults in executing the Agreement within the time and in the manner specified in the RFP documents.
- i. To obtain clarification of any point in a Proposer's Proposal. The failure of a Proposer to make additional information available could result in the rejection of the Proposal. In addition, Proposers must be prepared to make presentations about their products and/or services at the District.

- j. To negotiate a final Agreement with the Consultant that is in the best interest of the District.
- k. To obtain Proposals from other Proposers for specific jobs.

13. Cost and Ownership of Proposal Documents

All Proposers responding to the RFP do so solely at their own expense, and the District is not responsible for any Proposer expenses associated with the RFP. All Proposals developed specifically for the District shall be the property of the District and all title and interest therein shall vest to the District. All Proposers, at their own expense, may and should retain a copy of their Proposal.

14. Sufficient Information

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

15. Separate Design Services Agreements

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

16. Headings

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

SECTION IV – EVALUATION CRITERIA

Proposals should be prepared simply and economically, providing straightforward, concise descriptions of qualifications, and previous experience to satisfy the requirements of the RFP.

Written Proposals will be evaluated and scored. Agreement award will be based on Proposer's approach, qualifications, and experience as described below. The District may also choose to hold interviews/oral evaluations as described in Section V(1)c.

COVER LETTER (Not Scored) The cover letter shall not exceed one page in total length and must include:

- a statement that the Proposer accepts all terms and conditions contained in this solicitation, and;
- a brief introduction of your firm and identify the contact person and provide their contact information for matters relating to this RFP.

REQUESTED RESPONSE INFORMATION - Proposers must respond to each of the following items. Responses should be in the order listed below. Concise and direct answers are encouraged.

By listing individuals in the proposal, the firm guarantees that these individuals will be available to work on the project(s). The District reserves the right to approve or reject any changes to the proposed personnel. The District further reserves the right to request a substitution of personnel if deemed to be in the best interest of the District.

1. WORK HISTORY, PHILOSOPHY, AND SERVICE AREA (5 Possible Points)

Provide a general description of your firm, including its service area, philosophy and approach to designing projects, volume of services, length of time in the industry, and financial stability. Include specific information on types and sizes of projects recently completed.

2. EXPERIENCE WITH OREGON K-12 PROJECTS (10 Possible Points)

Describe your firm's relevant Oregon experience as the Consultant on educational projects in the last five years. Provide a description of at least six projects, each project valued at over \$30,000,000.

3. COST CONTROL (10 Possible Points)

Describe your firm's approach and performance regarding cost control, adherence to project budgets, and compliance with work schedules.

4. PROJECT SCHEDULING (10 Possible Points)

Describe your firm's capacity to accomplish the work in the required time.

5. FIRM'S KNOWLEDGE AND EXPERIENCE (10 Possible Points)

- a. Describe your firm's knowledge of other factors relevant to design and construction of school facilities.
- b. Describe your firm's professional experience in the following areas:
 - i. Capital improvement and new construction of educational facilities;
 - ii. Public communications;
 - iii. Construction documents;
 - iv. Working with the CM/GC form of contracting;
 - v. Construction administration; and
 - vi. Cost containment.

- c. Include information on your firm's support technology capabilities.

6. REFERENCES (5 Possible Points)

Provide a reference contact person and phone number for every school project (over \$1,000,000) your firm has completed in the last five years.

7. KEY PERSONNEL AND STAFFING (10 Possible Points)

- a. Identify personnel who will have responsibility for the District's project. Include names, titles, and experience and any biographical information on principals and key members. Provide a project organization chart showing proposed staffing for the work to be accomplished.
- b. Describe recent, current and projected workloads of the staff and resources referenced in response to Section IV(7)(a).

8. PROJECT LEADERSHIP (15 Possible Points)

- a. Discuss how your firm will provide leadership for program and will facilitate teamwork and communication among all the parties involved.

9. EQUITY IN PUBLIC CONTRACTING (5 Possible Points)

Describe any efforts used by your firm to solicit and use certified Minority/Women Business Enterprises (M/WBE), Service-Disabled Veteran Businesses (SDVB), Emerging Small Business (ESB), or Disadvantaged Business Enterprises (DBE). Discuss your firm's ownership status and employment practices regarding women, minorities, service-disabled veterans, and emerging small businesses or historically underutilized businesses.

If applicable, detail how your firm supports the following equity practices:

- Actively recruit, hire, and retain staff at all organizational levels that reflect the demographics of the area;
- Identify and counteract biased practices that perpetuate disparities and lead to disproportionate levels of success; and/or
- Support employees to engage in culturally responsive practices and delivery of quality service.

(The Scoring Matrix is provided on the follow page.)

**WARRENTON-HAMMOND SCHOOL DISTRICT
SCORING MATRIX**

CRITERIA FOR SELECTION		CONSTRUCTION MANAGEMENT SCORING									NOTES	
		MAX SCORE	1	2	3	4	5	6	7	8		9
Background												
1	Firms work history and service area	5										
2	Experience with Oregon K-12 Projects	10										
3	Cost Control	10										
4	Project Scheduling	10										
5	Firm/Team Knowledge and Experience	10										
6	References	5										
Staffing												
7	Key personnel and staffing	10										
8	Project Leadership	15										
Other												
9	Equity in Public Contracting	5										
TOTAL SCORES		80										

SECTION V - AWARD PROCESS

1. Selection/Award Process
 - a. Evaluation Committee. A District selected committee will evaluate the Proposals. Each member will evaluate all aspects of a proposed approach via a scoring system designed to be of internal assistance to the members of the evaluation team. Each Proposal will be scored based on the criteria and points listed herein. A possible 80 points may be accumulated through the written Proposal.
 - b. Initial Scoring. Each of the evaluators shall independently assign a score to each of the written Proposals. Criteria scores will then be summed. The highest scoring Proposals will be identified and those Proposers may be invited to an oral evaluation with the evaluation committee.
 - c. Interviews. If the District deems interviews are necessary after evaluating all responsive Proposals, the District will establish a Competitive Range of Proposers who will be interviewed by the District. The District anticipates that the Competitive Range will contain a maximum of three Proposers, but the District may in its sole discretion adjust the size of the Competitive Range in accordance with OAR 137-047-0261(6). If a Proposer is unable to participate in an interview during the timeframes proposed by the District, then the District reserves the right to remove that Proposer from consideration. Additional evaluation criteria and/or award of points may be considered during the interview phase. All Proposers selected will be required to provide a fifteen (15) minute presentation consisting of whatever they feel would be important to the committee. The committee may add up to twenty (20) additional points to any Proposer's score in connection with the interview.
 - d. Final Scoring. If the District deems interviews are necessary, scores from the written Proposal and interview, subject to the determined scoring methodology during the interview phase under 1(c) above, will be summed, resulting in a final score. The award recommendation will be given to the Proposal(s) having the highest final score.
2. Method of Award
 - a. The Agreement resulting from this Proposal may be awarded on an "all-or-none" basis. All required items must be offered in a Proposal in order for a Proposal to be considered. An agreement will not be awarded for specific items separately.
 - b. The Agreement will be awarded to the highest ranking Proposal(s) under the foregoing criteria. The District may award one or multiple contracts to qualified firms as a result of this RFP process.
3. Notice of Intent to Award
 - a. The District will provide written notice of its Intent to Award to all Proposers at least seven (7) days before the Award of a Contract. The District's Award will not be final until the later of either: 1) the expiration of the Award Protest period provided for in Section II(7) of this RFP; or 2) the District provides written decisions to all timely-filed protests denying the protests and affirming the Award.
 - b. The apparent Successful Proposer will be notified in writing of its apparent winning proposal, and a Design Contract will be drawn that will include reference to this RFP, its attachments and addenda, the Proposer's proposal, and any additional Agreement language that may be required by District or by law. All other Proposers will be notified that the apparent winning proposal has been selected.

4. Award Protest

- a. An adversely affected Proposer may protest the Notice of Intent to Award the Contract for any and all Agreements solicited under ORS 279B if the Proposer can demonstrate that it would be eligible to be awarded the public contract in the event the protest were successful. Before seeking judicial review of an Award of the Contract, an adversely affected Proposer must file a written protest with the District and exhaust all administrative remedies.
- b. Right to Protest Award: In order to be an adversely affected Proposer with a right to submit a written protest, a Proposer must itself claim to be eligible for Award of the Contract in the event the Protest were successful and must be next in line for the Award. In addition, the adversely affected Proposer must demonstrate that the reason for the Protest is that: (a) all higher-ranked Proposers are ineligible for Award of the Contract because their Proposals were non-responsive; (b) the District has failed to conduct the evaluation of proposals in accordance with the criteria or processes described in this RFP; (c) the District has abused its discretion in rejecting the Protesting Proposer's proposal as nonresponsive; or (d) the District's evaluation of the proposals or its subsequent determination of award is otherwise in violation of ORS Chapter 279A, 279B or 279C. In addition, the written protest shall specify the grounds upon which the protest is based and suggested changes that may remedy the defects. An issue that could have been addressed pursuant to an inquiry or request for clarification under Section II(6) or a protest of the RFP under Section II(7) shall not be grounds for protest of award.
- c. Award Protest Submission Requirements. To be considered, Proposer's written Award Protest may be submitted via fax but the protest must be sent to the Issuing Office and marked as follows: RFP Award Protest / RFP for Architectural Services.
- d. Time Limitation on Protest: To be considered by the District, a written protest must be received by the District within seven (7) days after issuance of the Notice of Intent to Award the Contract.
- e. Authority to Resolve Protests: The Superintendent of the District, or such person's designee, shall have the authority to settle or resolve a written protest submitted in accordance with the requirements of this Section V(4).
- f. Decision: If the protest is not settled or resolved by mutual agreement, the Superintendent of the District, or such person's designee, shall issue a written decision on the protest in a timely manner.
- g. After the District has issued its response, Proposer may seek judicial review in the manner provided in ORS 279B.415.
- h. Right to Cancel RFP. The District reserves the right to cancel the RFP in conformance with OAR 137-048-0250.

APPENDIX A
SCOPE OF WORK

DESCRIPTION OF THE REQUESTED SERVICES

1. **PURPOSE**

The purpose of the services is to provide the District with architectural and other ancillary services for the District's new middle school, which will be located on elevated land outside the tsunami inundation zone. The new facility will be designed for approximately 260 students and is also expected to alleviate overcrowding at Warrenton Grade School.

2. **MANAGEMENT OF THE PROJECT**

The overall project will be managed by the Superintendent or his designee. Day to day contact with the District will be through the Superintendent and, if authorized by the Superintendent, the District's construction project manager.

3. **SCOPE OF SERVICES REQUESTED**

The Consultant must represent and promote the District's interest throughout all phases of the project. The services required of the Consultant during this project include, but are not limited to, the following:

Project Pre-Design Planning Phase

- a. Assist the District in the development of Owner Criteria, consisting of baseline requirements and performance standards for the project.
- b. Develop at least three preliminary designs based on the Owner Criteria.
- c. Advise the District on surveys, tests, inspections, studies, and consultant services that will be necessary for the Consultant to perform its services.
- d. Advise the District on consultants that are capable of providing expertise in specialty areas (e.g. ADA compliance).

Project Design Phase

- a. Preparation of schematic design, design development, and construction documents.
- b. Coordination of the designs and other services provided by Consultant's consultants.
- c. Seek and secure review of design documents by all regulatory and certification agencies as may be necessary or appropriate, and obtain approval by those agencies.
- d. Participate in public hearings or presentations, if required, in order to receive approval of regulatory agencies.

- e. Participate in presentations to the Board of Directors, design review committee and/or other committees of the District and to District organized community presentations to provide updates and other project related information as requested by the superintendent.

Bidding and Award of Construction Contract Phase

- a. Consult with the District and the construction project manager regarding bid preparation, bidding strategy, and evaluation of bids.
- b. Preparing responses to questions from prospective bidders and providing clarifications and interpretations of the bidding documents in the form of addenda.
- c. Review requests for substitutions and prepare and distribute addenda identifying substitutions approved by the District and Consultant.

Construction Phase

- a. Review contractor applications for payment, submittals, and change order requests.
- b. Conduct periodic inspections of the project site.
- c. Assist the District in preparing project punch lists, and prepare the certificate of substantial completion.
- d. Review and comment on as-built documents prepared by the contractor.

4. COMMUNICATION SUPPORT TO INCLUDE

- a. Participation in weekly Owner-Architect-Contractor (OAC) team meetings.
- b. Attendance at District Board or community meetings as requested.

5. DISTRICT PROVIDED SERVICES

- a. Participation in a weekly meeting with the project team throughout the course of the project.
- b. Coordination with the School Board and advisory committees as needed.
- c. Staff representative for daily contact with the Consultant and project management firm throughout the course of the project.
- d. District will provide office space for the Consultant if requested, on a limited basis.

ATTACHMENT 1
ARCHITECTURAL SERVICES
RFP REQUIREMENTS CHECKLIST

Company Name: _____

1. Attachment 1: RFP Requirements Checklist _____
2. Attachment 2: Proposal Certification _____
3. Attachment 3: Proposer Residency Information _____
4. Attachment 4: Certification Statement for Independent Contractor _____
5. Attachment 5: Insurance Requirements _____
6. Attachment 6: Workers' Compensation Exemption Certificate _____
7. Attachment 7: Affidavit of Non-Collusion _____
8. Attachment 8: References _____
9. Attachment 9: Financial Resources _____
10. Attachment 10: Key Personnel _____
11. Attachment 11: Design Contract _____

ATTACHMENT 2
PROPOSAL CERTIFICATION

Legal Name of Consultant: _____

Mailing Address: _____

The Consultant certifies and agrees:

- The Consultant has read and understands the Specifications, Addenda, Contract and all other documents pertaining to this solicitation.
- The Consultant 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 services in a sound and suitable manner for the use specified and intended.
- The Consultant agrees to execute the formal Agreement within ten (10) days from date of Notice of Intent to Award.
- The Consultant acknowledges that the signer on this Offer is fully authorized to sign on behalf of the firm listed and to fully bind the firm listed to all conditions and provisions thereof.
- The Consultant will comply with all requirements of local, state, and national laws, and that no legal requirement has been or will be violated in making or accepting this Offer.
- The Consultant certifies that Consultant is registered with the State Board of Architect Examiners:

Registration Number _____

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

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA TO RFP DOCUMENTS:

Proposer acknowledges receipt of Addenda and agrees to be bound by their contents.

Circle each RFP addendum received: 1 2 3 4 5 6

Date if not applicable or no addenda were received: _____

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

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

The Proposer (check one) will / will not extend the terms and conditions to consortium Agencies that intend on establishing an Agreement awarded to the Proposer resulting from this Solicitation.

Respectfully submitted this _____ day of _____ 2019.

Authorized Signature: _____

Authorized Title: _____

Authorized Name (Print): _____

Date: _____

Phone: _____

Fax: _____

ATTACHMENT 3

PROPOSER RESIDENCY INFORMATION

ORS 279A.120 states, "For the purposes of awarding a public contract, a contracting agency shall":

- a. Give preference to goods or services that have been manufactured or produced in this state if price, fitness, availability and quality are otherwise equal; and
- b. Add a percent increase to the bid of a nonresident bidder equal to the percent, if any, of the preference given to the bidder in the state in which the bidder resides.

"Resident bidder" means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid whether the bidder is a "resident bidder" under this paragraph.

"Non-resident Bidder" means a Bidder who is not a "resident Bidder" as defined above.

a. Bidder is a (check one): RESIDENT Bidder NON-RESIDENT Bidder

b. If resident Bidder, enter your Oregon business address: (physical and mailing address)

c. If a non-resident Bidder, enter state of residency:

d. If a non-resident Bidder, do you or your Company receive, or are you or your Company eligible for any preference in award of contracts with your state's government or with other governmental bodies in your state?

CHECK ONE: YES NO

If YES, state the preference percentage: _____%

If YES, but not a percentage of bid price, describe the preference:

If YES, state the law or regulation that allows the preference described (legal citation):

ATTACHMENT 4

**CERTIFICATION STATEMENT FOR CORPORATION
OR INDEPENDENT CONTRACTOR**

(NOTE: Consultant Must Complete A or B below)

A. CONSULTANT IS A CORPORATION, LIMITED LIABILITY COMPANY OR A PARTNERSHIP

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

Authorized Signature

Title

Date

B. CONSULTANT IS A SOLE PROPRIETOR WORKING AS AN INDEPENDENT CONTRACTOR

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

1. If Consultant is providing labor or services under this Contract for which registration is required under ORS Chapter 671, Consultant has registered as required by law, **and**
2. If Consultant performed labor or services as an independent contractor last year, Consultant filed federal and state income tax returns last year in the name of the business (or filed a Schedule C in the name of the business as part of a personal income tax return), **and**
3. Consultant represents to the public that the labor or services Consultant provides are provided by an independently established business, **and**
4. All of the statements checked below are true.

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

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

Authorized Signature

Title

Date

ATTACHMENT 5

INSURANCE REQUIREMENT

[DISTRICT TO CONFIRM INSURANCE COVERAGE WITH BROKER]

Consultant shall at all times maintain in force at Consultant's expense, each insurance noted below:

Workers' Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage in accordance with ORS Chapter 656 for all subject workers. Consultant and all subcontractors of Consultant with one or more employees must have this insurance unless exempt under ORS 656.027 (Attachment 6).

THIS COVERAGE IS REQUIRED. Attach Certificate of Insurance. If Consultant does not have coverage and claims to be exempt, attach Attachment 6 in lieu of Certificate.

Professional Liability/E&O insurance with a combined single limit of not less than \$1,500,000, each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000. This is to cover damages caused by error, omission, or negligent acts related to professional services provided under this Agreement. This coverage must be provided and remain in force for two years after the completion of the Contract Management Services Agreement. Required by District

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

Commercial Automobile Liability insurance with a combined single limit, or the equivalent of not less than \$1,500,000, each occurrence for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles. Required by District

Additional Requirements. Coverage must be provided by an insurance company admitted to do business in Oregon or rated A- or better by Best's Insurance Rating. Consultant shall pay all deductibles and retentions. A cross-liability clause or separation of insured's condition must be included in all commercial general liability policies required by this Agreement. Consultant's coverage will be primary in the event of loss.

Certificate(s) of Insurance Required. Consultant shall furnish a current Certificate(s) of Insurance to the District prior to Agreement execution. The Certificate(s) shall provide that there shall be no cancellation, termination, material change, or reduction of limits of the insurance coverage without 30 days' written notice from the Consultant's insurer to the District. The Certificate(s) shall also state the deductible or retention level. For commercial general liability, the Certificate shall also provide that the District, its agents, officers, and employees are Additional Insureds with respect to Consultant's services to be provided under this Agreement. An additional insured endorsement shall be attached to the certificate of insurance. No work shall commence until the District receives the certificate and additional insured endorsement. If requested, complete copies of insurance policies shall be provided to the District.

Authorized Signature Title Date

ATTACHMENT 6

WORKERS COMPENSATION EXEMPTION CERTIFICATE

(To be used only when Consultant claims to be exempt from Workers' Compensation coverage requirements)

Consultant is exempt from the requirement to obtain workers' compensation insurance under ORS Chapter 656 for the following reason *(check the appropriate box)*:

SOLE PROPRIETOR

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

CORPORATION - FOR PROFIT

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

CORPORATION - NONPROFIT

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

PARTNERSHIP

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

LIMITED LIABILITY COMPANY

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

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

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

Authorized Printed Name

Authorized Signature

Authorized Title

Date

ATTACHMENT 7

AFFIDAVIT OF NON-COLLUSION

STATE OF OREGON

County of _____

I state that I am _____ (title) of _____ (name of firm) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers.

I state that:

- (1) No attempt has been made or will be made to induce any firm or person to refrain from proposing on this RFP, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
- (2) 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.
- (3) _____ (name of firm), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to proposing on any public contract, except as described in the attached appendix.

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

Authorized Printed Name

Authorized Signature

Authorized Title

Date

ATTACHMENT 8

REFERENCES

List six references (in addition to required references in Section IV(6)).

ITEM	Reference 1	Reference 2
A. Name		
B. Business or Employer		
C. Telephone	()	()
D. E-Mail Address		
ITEM	Reference 3	Reference 4
A. Name		
B. Business or Employer		
C. Telephone	()	()
D. E-Mail Address		
ITEM	Reference 5	Reference 6
A. Name		
B. Business or Employer		
C. Telephone	()	()
D. E-Mail Address		

Has your company ever been declared in breach of any contract for unperformed or negligent services?
Yes No

If YES, explain. _____

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

If YES, explain. _____

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

If YES, explain. _____

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

If YES, explain. _____

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

If YES, explain. _____

ATTACHMENT 9

FINANCIAL RESOURCES

Has your firm ever been at any time in the last ten years the debtor in a bankruptcy case? Yes No

If YES, explain. _____

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

If YES, explain. _____

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

If YES, explain. _____

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

If YES, explain. _____

Have you or any of your affiliates discontinued business operation with outstanding debts? Yes No

If YES, explain. _____

ATTACHMENT 10

KEY PERSONNEL

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

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

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

(Provide attachment if additional space is required)

ATTACHMENT 11
DESIGN CONTRACT