

Warrenton-Hammond School District

REQUEST FOR PROPOSALS for Construction Management Services

WARRENTON-HAMMOND SCHOOL DISTRICT 30
WARRENTON, OREGON

Proposals Due Date: April 1, 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 1, 2019.

LEGAL PUBLICATION

**REQUEST FOR PROPOSALS
WARRENTON-HAMMOND SCHOOL DISTRICT
CONSTRUCTION MANAGEMENT SERVICES**

Notice is hereby given that Warrenton-Hammond School District (the "District") is seeking proposals from qualified construction management firms (the "Proposer") interested in providing services to assist staff in implementing construction projects that will be 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 1, 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No Proposal may be withdrawn after the hour set for the opening thereof until the elapse of sixty (60) days from the date and time set for opening.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: February 27, 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 Construction Management 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 995 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 1, 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 nondiscrimination 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: Once a Successful Proposer has been chosen, this is the agreement that the District and the Successful Proposer will enter into, at which point the Successful Proposer will become the Contractor. That agreement will include the Provisions of this RFP and the Contract Provisions in a form similar to those attached, and also any Appendices attached hereto, as well as the Provisions of the Proposal of the Successful Proposer, all of which will be incorporated therein in that Agreement. That 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 agreements of a supplemental nature, in writing, signed by both parties, entered into during the progress of the work. The term Agreement may be interchangeable in the document with the term Contract.

Contractor: The Contractor 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 Contractor after the execution of the Contract.

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 / Contractor.

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 Contractor 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	February 27, 2019
Inquiries Deadline	March 22, 2019
Deadline to Withdraw from RFP Process	April 1, 2019
Submission Deadline	April 1, 2019
Interviews (if required)	April 8, 2019 to April 10, 2019
Date of Notice of Intent to Award	April 12, 2019
Agreement Award Date	April 19, 2019
Project Start Date	April 22, 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, "Construction Management 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. Include a fee schedule in the format of the Proposer's choice with all pricing information as Attachment 12. Include hourly rates or unit cost rates on the fee schedule and should be inclusive of the costs and expenses for which the District will be responsible.

viii. 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 Construction Management Services Agreement under Attachment 11 (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 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. The evaluation may result in the Award of the Agreement being made other than to the lowest priced Proposal.

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. Cost Data

Any proposals not submitting pricing information in accordance with this RFP will be rejected. The Proposer is required to provide a detailed summary of any expenses, costs and fees for the project described in this RFP. A total price for the project as described in this RFP shall be quoted and shall include all costs for which the District shall be responsible. Promotional and/or volume hourly rate discounts should also be separately itemized. Cost Data shall be submitted in the format of the Proposer's choice and be included as Attachment 12.

c. Taxes

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

d. 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 and all subsequent written modifications and addenda must submit a written objection or request for clarification by the Inquiries Deadline listed in the RFP Timetable.
- c. To be considered, prospective Proposer's written RFP Request for Clarification must be submitted to the Issuing Office in writing by the Inquiries Deadline in the RFP Timetable as follows:

RFP Request for Clarification
RFP for «Title of RFP»
Due no later than March 22, 2019 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 Construction Management Services«Title of RFP»
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. Contractor will not be, nor hold itself out to be, an officer, employee, agent of the District and will not make any such representations to third parties. Contractor acknowledges that Contractor's employees have no right to participate in District's employee benefit plans. Contractor further acknowledges that District is not responsible for the tax or other withholding of Contractor's employees.

2. 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

Contractor or Subcontractor shall demonstrate possession of any license necessary for performance of the work described under this RFP.

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

4. Minority, Women-owned, and Emerging Small Business

It is the practice of the District to achieve race and gender equity and to foster small business opportunity in the award and implementation of contracts and subcontracts. The 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 subcontractor in awarding a subcontract because the subcontractor is a minority, women, 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. Contract Management 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 prices and Provisions shall remain firm for thirty (30) calendar days after the Submission Deadline indicated above. The Successful Proposer shall not alter the terms or price of their Proposal if said Proposal is accepted within thirty (30) days of the Submission Deadline indicated above. Price increases or changes in terms by others after the acceptance will not be considered. An Award of the Contract to any Proposer shall not constitute a rejection of any other Proposal and the District will remain free to accept other Proposals.

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 obtain Proposals from other Proposers for specific jobs.

13. Ownership of Proposal Documents

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

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 duties required by this RFP and its attachments. Prior to submitting a Proposal, all Proposers shall make a careful examination of the RFP Provisions, including but not limited to terms and conditions, including any specifications. Failure to take these precautions will not release the Successful Proposer from performing the work in strict accordance with the terms of the 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 duties 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 prices stated in the Proposal are correct and as intended and are a complete and correct statement of prices for performing the duties specified herein.

15. Separate Contract Management Services Agreements

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

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 AND SERVICE AREA (5 Possible Points)

Provide a general description of your firm, including its service area, 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 a construction project manager 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 observation; 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 the responsibility for the District's projects. 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.

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. FEES AND COMPENSATION (20 Possible Points)

- a. Provide a current rate sheet for your firm. Include rates for consultants proposed to perform the work of this Agreement.

10. 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), Emerging Small Business (ESB), or Disadvantaged Business Enterprises (DBE). Discuss your firm's ownership status and employment practices regarding women, minorities 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	
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									
Fees and Compensation											
9	Schedule of billing rates	20									
Other											
10	Equity in Public Contracting	5									
TOTAL SCORES		100									

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 100 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 you feel would be important to the committee. The committee may add up to fifteen (15) 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 Construction Management Services Agreement 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 Construction Management 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 assistance in managing the construction of a new middle school on higher land, outside the tsunami inundation zone, which will be designed for approximately 260 students. The new facility will also alleviate overcrowding a Warrenton Grade School.

Bonds are expected to fund:

- Acquisition of the real property where new District facilities will be constructed, beginning with the middle school;
- Large scale repairs of existing school buildings, including improvements to siding, paint, windows, and roofing;
- Increasing school safety by upgrading security camera systems and construction single points of entry to District facilities; and

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.

3. SCOPE OF SERVICES REQUESTED

The project management firm(s) will represent and promote the District's interest throughout all phases of the work. The District expects that the management firm and its support staff will develop and maintain a cooperative team approach with all other parties involved throughout the construction process.

The District encourages construction project manager(s) to identify and describe progressive improvements in services and techniques that would reduce costs and/or increase revenues while keeping in mind the overall objective of simplicity.

The District is approaching this RFP process with flexibility to make changes that are administratively sound and cost effective to both parties. Your assistance and participation is appreciated.

4. SERVICES REQUESTED BY PHASE

Note: All services described under each phase may not be required depending on progression of the project.

Project Pre-Design Planning Phase

- a. Develop an overall management plan for the program to include a master schedule, contracting strategy, and other program issues.

- b. Review programs and budgets and prepare project cost budgets. Perform project financial management to maximize value within available project funding through all phases of the program.
- c. Develop a project reporting and communication system to include progress, schedule, and financial status to be distributed throughout all phases of the project.
- d. Develop procedures for administration of the program.
- e. Develop a documentation system for the program.
- f. Develop and negotiate contracts on the District's behalf.
- g. Investigate and recommend a schedule for purchase by the District of all materials and equipment and coordinate the schedule with the preparation of contract documents by the architect. Expedite and coordinate delivery of these purchases.
- h. Advise the District on consultants that are capable of providing expertise in specialty areas (e.g. ADA compliance).
- i. Assist the District in preparing criteria for bidding and develop a pre-qualified list of bidders. Conduct pre-bid conferences.

Project Design Phase

- a. Review and recommend on the payment of all consultant billings.
- b. Review design team cost estimates for each phase of the design process. Coordinate value analysis efforts.
- c. Monitor the design process with a detailed schedule of responsibilities and critical dates.
- d. Compile and review data, reports, and analysis prepared by consultants in connection with the program.
- e. Assist District staff and architect in finalizing capital improvement projects in existing buildings.
- f. Work with the District and the architect in the development of the contract specifications.

Bidding and Award of Construction Contract Phase

- a. Consult with the District and the design team regarding bid preparation, bidding strategy, and evaluation of bids.
- b. Ensure appropriate review of contract documents by District departments including but not limited to: Facilities, Nutrition Services, Business Office, Transportation, Office of Superintendent, and legal services.

Construction Phase

- a. Assume overall responsibility for the administration of the construction contracts, quality assurance, and special inspection requirements. Prepare construction procedures, conduct periodic site progress meetings, and coordinate all inspecting and testing. Maintain a construction schedule and monitor.
- b. Monitor quality control, cash flow, and costs throughout the construction period; prepare and evaluate change orders; review contractors' progress for payment; monitor and administer construction contract for compliance.
- c. Prepare and coordinate preparation of periodic progress and financial information reports required by the District; periodically brief the District staff on progress.
- d. Conduct construction contracts close-out activities and advise the District on occupancy.
- e. Help formulate action plans for resolution of construction problems or conflicts.
- f. Coordinate projects with building representatives and District maintenance staff and assure compliance with all EPA and DEQ requirements for projects.
- g. Assure compliance with all regulatory agency requirements for projects.

Other Services

- a. Present or assist in presentation of project(s) to appropriate boards, citizen oversight committee, and commissions, agencies, and public hearings as required.
- b. Assist the district in coordination, research, report preparation, and other tasks required for project execution.
- c. Assist the district in communicating with the staff, community, and the news media so as to enhance understanding and support for the program.
- d. Maintain orderly files for 1) correspondence, 2) reports of job conferences, 3) all contract documents including all addenda change orders and supplementary drawings issued.
- e. Schedule and conduct regular progress meetings at which contractors, architect and district representative can discuss progress.
- f. Establish a process for communication, plan review and project closeout that includes close coordination with the District's business office.
- g. Additional services as agreed to in writing in advance by the District.

5. COMMUNICATION SUPPORT TO INCLUDE

- a. Participation in the design and construction team meetings as required to assure proper implementation of the design and/or repairs.
- b. Attendance at District Board or community meetings as requested.

- c. Informing designated District staff and consultants of progress on a regularly established schedule.
- d. Coordination of the site development activities.
- e. Participation in a weekly meeting with the architect, mechanical engineer, and District staff throughout the course of the project.

6. **DISTRICT PROVIDED SERVICES**

- a. Participation in a weekly meeting with the project team throughout the course of the project.
- b. Coordination of the educational specification development activities.
- c. Coordination with the School Board and advisory committees as needed.
- d. Staff representative for daily contact with the architect/s and project management firm throughout the course of the project.
- e. District will provide office space for contracted project management firm's staff if requested on a limited basis.

ATTACHMENT 1
CONSTRUCTION MANAGEMENT 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: Construction Management Services Agreement _____
- 12. Attachment 12: Fee Schedule _____

ATTACHMENT 2
PROPOSAL CERTIFICATION

Legal Name of Contractor:

Mailing Address:

The Contractor certifies and agrees:

- The prices in this Offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer relating to: the intention to submit an Offer, or the methods or factors used to calculate the prices Offered.
- The Contractor has read and understands the Specifications, Addenda, Contract and all other documents pertaining to this solicitation.
- The Contractor has, or has available, the equipment, personnel, materials, equipment, facilities, and equipment, as well as, the technical and financial ability necessary to complete and execute all work in a sound and suitable manner for the use specified and intended.
- The Contractor agrees to execute the formal Construction Management Services Agreement within ten (10) days from date of Notice of Award.
- The Contractor acknowledges that the signer on this Offer is fully authorized to sign on behalf of the firm listed and to fully bind the firm listed to all conditions and provisions thereof.
- The Contractor will comply with all requirements of local, state, and national laws, and that no legal requirement has been or will be violated in making or accepting this Offer.
- The Contractor certifies that Contractor has a drug testing program in place pursuant to ORS 279C.505 (2). The Contractor is registered with the Construction Contractors Board:

License Number

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

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

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

The Proposer (check one) will / will not extend the terms, conditions and prices to consortium Agencies that intend on establishing 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: Contractor Must Complete A or B below)

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

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

Authorized Signature

Title

Date

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

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

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

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

- A. The labor or services I perform is primarily carried out at a location 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 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

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

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

THIS COVERAGE IS REQUIRED. Attach Certificate of Insurance. If Contractor 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. Contractor shall pay all deductibles and retentions. A cross-liability clause or separation of insured's condition must be included in all commercial general liability policies required by this Agreement. Contractor's coverage will be primary in the event of loss.

Certificate(s) of Insurance Required. Contractor shall furnish a current Certificate(s) of Insurance to the District prior to 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 Contractor's insurer to the District. The Certificate(s) shall also state the deductible or retention level. For commercial general liability, the Certificate shall also provide that the District, its agents, officers, and employees are Additional Insureds with respect to Contractor's services to be provided under this 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 Contractor claims to be exempt from Workers' Compensation coverage requirements)

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

SOLE PROPRIETOR

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

CORPORATION - FOR PROFIT

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

CORPORATION - NONPROFIT

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

PARTNERSHIP

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

LIMITED LIABILITY COMPANY

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

**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 am the person responsible in my firm for the price(s) and the amount of this proposal.

I state that:

- (1) The price(s) and amount of this proposal have been arrived at independently and without consultation, communication or agreement with any other contractor, proposer or potential proposer, except as disclosed on the attached appendix.
- (2) That neither the price(s) nor the amount of this proposal, and neither the approximate price(s) nor approximate amount of this proposal, have been disclosed to any other firm or person who is a proposer or potential proposer, and they will not be disclosed before proposal opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from proposing on this RFP or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
- (4) The proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
- (5) _____ (name of firm), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to proposing on any public contract, except as described in the attached appendix.

I state that _____ (name of firm) understands and acknowledges that the above representations are material and important, and will be relied on by the 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 defective work?

Yes No

If YES, explain.

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

If YES, explain.

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

If YES, explain.

Has your company or any employee or agent of your company been convicted under state or federal antitrust laws?

Yes No

If YES, explain.

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

If YES, explain.

ATTACHMENT 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 subcontractors or work performance on a contract? Check "yes" even if the matter proceeded to arbitration or mediation without court litigation. Yes No

If YES, explain.

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

CONSTRUCTION MANAGEMENT SERVICES AGREEMENT

**Construction Management Services Agreement Between
Warrenton-Hammond School District 30
and**

This Agreement is between the Warrenton-Hammond School District 30, hereinafter "District" and _____, hereinafter "Contractor" (and collectively the "Parties").

The parties mutually agree as follows:

Term of Agreement. This Agreement shall become effective on the date it is signed by all parties and shall expire when the Contractor has completed performance or on _____ (date), whichever date occurs first. However, such expiration shall not extinguish or prejudice the District's right to enforce this Agreement with respect to (a) breach of a Contractor warranty or (b) default or defect in the Contractor's performance which has not been cured.

Scope of Work. Contractor shall perform the work described in the Proposal which is attached to this Agreement and incorporated into this Agreement by this reference.

Consideration. District agrees to pay Contractor, from available and authorized funds, a sum not to exceed \$ _____ not including any allowable expenses.

Payment for Work. No payments shall be made until this Agreement is fully executed by both parties. Invoices shall not be issued prior to delivery of items/performance of service. Payment shall not be made prior to receipt of items/performance and invoice. Unless otherwise specified in the Scope of Services or solicitation document, the Contractor will submit invoices monthly for services rendered and The District shall remit payment within thirty (30) calendar days of receipt of invoice. Contractor is responsible for providing appropriate documentation of wages for BOLI prevailing wage when necessary. A W-9 must be on file with the District.

STANDARD TERMS AND CONDITIONS

Legal Relationship with Contractor. The District and the Contractor intend the legal relationship between the parties to be at all times and for all purposes under this Agreement that of an independent contractor. Contractor represents and warrant Contractor meets the independent contract standards in ORS 670.600. The Contractor shall complete a Determination of Independent Contractor form to certify their status as an independent contractor.

Agreement Performance.

- a. Services. Contractor's performance of Services shall be as a professional consultant to the District to carry out the project described in the scope of work ("Project") and to provide the technical documents and supervision to achieve District's Project objectives.

- b. Performance Standard. Consistent with OAR 137-047-255(2)(b)(D), Contractor will perform the services in accordance with the highest standards applicable to construction project managers performing similar services for comparable projects. The standard established in this Section includes but is not limited to performance of the complete scope of services in accordance with (i) the terms and conditions of this Agreement and (ii) applicable federal, state, and local laws.
- c. Subcontractors. Contractor shall provide a list of all subcontractors, which Contractor intends to utilize on the Project (the "Subcontractors"). This list shall include such information on the qualifications of the Subcontractors as may be requested by District. District reserves the right to review the Subcontractors proposed, and the Contractor shall not retain a Subcontractor to which District has a reasonable objection.
- d. Key Personnel. Contractor will identify key personnel who will perform Contractor's duties, obligations, and responsibilities under this Agreement. All key personnel must be continually employed by the Contractor. Communications given to key personnel are binding on Contractor. So long as they remain employed by Contractor, Contractor may not remove or replace key personnel, or cause them to leave the project for any reason, including without limitation to work on other projects or take vacations in excess of 30 days, without 45 days' advance notice to and the prior written approval of the District
- e. Rejection and Replacement of Personnel. If, for reasonable cause, District objects at any time to Contractor's use of any individual on a project, including key personnel, Contractor will (i) immediately remove that individual from their position on the project and (ii) submit the name and qualifications of a different individual to District within two days of receiving the objection. New or replacement personnel must be qualified and have adequate experience with the District's project or with similar projects. Contractor must consult District in advance with respect to replacement of key personnel.
- f. Performance of Services. Contractor shall at all times perform the Services diligently and without delay and shall punctually fulfill all Agreement requirements consistent with the schedule for the performance of Services. Expiration or termination of the Contract shall not extinguish, prejudice, or limit either party's right to enforce this Agreement with respect to any default or defect in performance. Time is of the essence in the performance of this Agreement.

Subcontracts and Assignment. Neither party shall subcontract or assign any part of the Agreement without the prior written approval of the other party. Any attempted assignment of this Agreement without the prior written approval of the District shall be void.

Termination. This Agreement may be terminated as follows unless otherwise specified herein:

- a. Mutual: The District and Contractor may terminate this Agreement at any time by written agreement.
- b. District's Sole Discretion: The District in its sole discretion may terminate this Agreement for any reason on seven (7) calendar days' written notice to Contractor. The District shall pay Contractor for all work satisfactorily performed prior to the termination date.
- c. Breach: Either party may terminate this Agreement in the event of a breach by the other party. To be effective, the party seeking termination must give the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within

fifteen (15) calendar days of the date of the notice, then the non-breaching party may terminate this Agreement at any time thereafter by giving a written notice of termination. The District shall pay Contractor for all work satisfactorily performed prior to the termination date.

- d. Termination by either party shall not constitute a waiver of any claim either party may assert against the other party.

Access to Records. The District shall have access to the books, documents, and other records of Contractor which are related to this Agreement for the purpose of examination, copying, and audit, unless otherwise limited by law. Contractor shall maintain such books and records for a minimum three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Agreement, whichever is later. Contractor shall maintain all fiscal records directly relating to this Agreement in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this Agreement in such a manner as to clearly document Contractor's performance.

Public Employee Retirement System. Contractor represents and warrants that (a) Contractor is not active as an employee in the Public Employee Retirement System, and (b) Contractor has not received wages from the District or any other public entity during this calendar or fiscal year.

Confidentiality. No reports, information, or data submitted to or prepared or assembled by the Parties under this Agreement shall be made available to any individual or organization by either Party without the prior written approval of the other Party or when required by state or federal law. Contractor shall not access the District's computer records or network without specific written permission from the District.

Compliance with Applicable Laws. This Agreement shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the work to be performed under this Agreement. The District's performance under this Agreement is conditioned upon Contractor's compliance with the following:

- a. Nondiscrimination. Contractor must comply with all applicable requirements of federal and state civil rights law and rehabilitation statutes and shall not discriminate based on race, religion, color, gender, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, source of income, or political affiliation in programs, activities, services, benefits, or employment. As required by ORS 279A.110, Contractor shall not discriminate against a subcontractor in awarding a subcontract because a subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns, or an emerging small business that is certified under ORS 200.055.

Contractor must comply with all applicable requirements of federal and state civil rights laws and rehabilitation statutes and shall not discriminate 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.

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

applicable law.

c. Payment of Labor. As required by ORS 279C.505, Contractor shall:

1. Make payment promptly, as due, to all persons supplying labor or material to Contractor for the performance of the services provided for in this Agreement;
2. Pay all contributions or amounts due the Industrial Accident Fund from Contractor or subcontractor incurred in the performance of this Agreement;
3. Not permit any lien or claim to be filed or prosecuted against the District on account of any labor or material furnished; and
4. Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

d. Hours of Labor; Pay Equity; Salary Discussions. As required by ORS 279C.520(3):

1. **Maximum Hours.** Employees shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week and for work performed on Saturdays, Sundays, New Year's Day (January 1), Memorial Day (last Monday in May), Independence Day (July 4), Thanksgiving Day (fourth Thursday in November), and Christmas Day (December 25).
2. **Exemption.** These requirements do not apply to individuals who are excluded under ORS 653.010 to 653.261 or under 29 USC 201 to 209 from receiving overtime.
3. **Notice to Employees.** Contractor shall give notice in writing to its employees who perform work under this Agreement, either at the time of hire or before commencement of work under this Agreement, 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.
4. **No Discriminatory Wage Rates.** Contractor shall comply with ORS 652.220 (prohibition of discriminatory wage rates based on sex; employer not to discriminate against employee who is a complainant). Compliance is a material element of this Agreement. Failure to comply is a breach that entitles the District to terminate this Agreement for cause.
5. **Employee Not to Be Prohibited From Discussing Compensation.** Contractor may not prohibit any of Contractor's employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person, and may not retaliate against an employee who does so.

e. Payment for Medical Care and Workers' Compensation. As required by ORS 279C.530:

1. Contractor shall promptly, as due, make payment to any person, copartnership, association, or corporation furnishing medical, surgical, and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of Contractor, of all sums that Contractor agrees to pay for the 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 the services.
2. All subject employers working under this Agreement are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

Insurance. Unless otherwise specified in the RFP, at all times while providing services under this Agreement Contractor shall maintain in force, at Contractor's expense the following insurance coverage:

- 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 shall have this insurance unless exempt under ORS 656.027 or 656.126. Contractors that are statutory subject employers shall submit a certificate of insurance to the District showing proof of coverage and shall carry limits of \$500,000 for Employers Liability under the workers compensation policy form. If Contractor is not a subject employer, does not have coverage, and claims to be exempt, Contractor shall complete a Workers' Compensation Exemption Certificate in lieu of providing the above certificate of insurance.
- b. Professional Liability/Errors & Omission ("E&O"). If Contractor is performing services that require a state license, certifications, and or specialized training, then Contractor shall maintain professional liability/E&O insurance coverage of at least \$1,500,000 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 (2) years after this Agreement is completed or otherwise terminated according to its terms. If Contractor is performing services that do not require a state license, then Contractor does not have to maintain professional liability/E&O insurance.
- c. Commercial General Liability. Contractor shall maintain general liability insurance coverage on an occurrence basis with a combined single limit of not less than \$1,500,000 for bodily/personal injury and property damage, with an annual aggregate \$3,000,000. Contractor's general liability insurance must include contractual liability insurance.
- d. Commercial Automobile Liability. Contractor shall maintain 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.
- e. Certificate(s) of Insurance. This Agreement is not binding and the Contractor will not commence work until the District receives certificate(s) of insurance (emailed from Contractor's insurance carrier(s) directly to the District) demonstrating Contractor meets all of the insurance requirements in this Section of the Agreement. Each provider of certificate or policy holder shall provide there shall be no cancellations, termination, material change or reduction of limits of the insurance without prior written notice to the District. For all general liability coverage, the certificate shall also provide an endorsement (either a form No. CG 2010 (04/13) together with CG 2037 (04/13)) to this effect and name the District, its agents, officers, Board of Directors and employees as additional insured with respect to Contractor's services provided under this Agreement.

Indemnity and Hold Harmless. CONTRACTOR agrees to indemnify, defend, and hold harmless the District and its officers, agents, Board of Directors and employees against all liability, losses, damages, and costs arising from the acts or omissions of CONTRACTOR, and CONTRACTOR'S officers, agents, representatives, or employees.

Licenses. At all times during the term of this Agreement, Contractor represents that it has all currently required licenses, certificates or other evidence of the necessary skills, abilities and professional knowledge needed to carry out the terms of this Agreement.

Background and Criminal Records Checks. The Contractor agrees to comply with the District's policy regarding background and criminal background checks for all employees who will be providing services to the District. Failure to successfully pass required checks will prohibit Contractor's employees from working on school property. No unsupervised contact with students is permitted.

Security. Contractor agrees to abide by all District rules and regulations while on District property. Unsupervised access to students will require fingerprinting and a criminal records check as required by law. Contractor will be responsible for all costs associated with this requirement. If approved access to students is granted, all personnel shall be required to prominently display District issued identification while on District property. All property issues will remain the property of District and upon termination or expiration of this Agreement, Contractor will return all identification and other property to the District.

Confidentiality of Student Records. Contractor agrees to adhere to requirements of state and federal law to protect all personally identifiable information and to share information only with authorized representatives of the District. The Parties recognize the Family Educational Rights and Privacy Act (FERPA) imposes strict penalties for improper disclosure or re-disclosure of confidential student information for at least five (5) years (34 CFR 99.33(e)). Therefore, consistent with the requirement of FERPA, the Contractor will safeguard all records maintained by the Contractor and personally identifiable information obtained by the Contractor in the performance of this Agreement may not be re-disclosed to third parties without the permission of an authorized representative of the District or written consent of the students' parent/guardian, and must be used only for the purposes identified in this Agreement. Copies of all records created by the Contractor that pertain to students will be provided to the District.

Work Performed On District Property. Contractor agrees to and will cause its employees, agents, and representatives to comply with the following when performing services on District property:

- a. Identification. Carry photo identification and present such upon request. Contractors that do not have specific uniforms for employees shall provide identification tags, as described above, or any other mechanism the District in its sole discretion determines is required to easily identify Contractor's employees, agents, and representatives.
- b. Sign-In Required. Sign in each day at the location designated by the District.
- c. Tobacco Use on School Grounds. Not smoke, inhale, dip, chew, use electronic nicotine delivery systems, or sell tobacco at any time, including during non-school hours on District property.
- d. No Weapons or Firearms. Except as provided by Oregon Statutes and District policy, not carry weapons or firearms on District property.
- e. Clothing. Not wear suggestive clothing (including drugs, alcohol, tobacco, or racist, sexual, or political messaging) on District property

Hazardous Materials. Contractors shall notify District prior to using products containing hazardous chemical(s) to which District employees, students, or contractors may be exposed. Products containing hazardous chemicals are those products defined by Oregon Revised Statutes, Chapter 465. Contractor shall supply Safety Data Sheets (SDS) OAR Chapter 437, Division 2, subdivision Z.

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

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

Successors in Interest. The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their successors and approved assigns, if any.

Remedies. In case of Contractor’s breach and in addition to the other provisions of this Agreement, The District shall be entitled to any other available legal and equitable remedies. In case of the District’s breach, Contractor’s remedy shall be limited to termination of this Agreement and receipt of payments for services properly performed by Contractor.

Attorney Fees. The Parties agree if any suit or action at law, in equity, or through arbitration is filed to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party its reasonable attorney fees, costs, and disbursements in addition to any other relief to which that party may be entitled. If the prevailing party is represented by “in-house” counsel, it shall nevertheless be entitled to recover reasonable attorney fees based upon reasonable time, rates and charges generally accepted in the Clatsop County, Oregon area for the type of legal services performed.

Notices. All notices or demands of any kind required or desired to be given by the 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 its address listed below:

Warrenton-Hammond School District 30	Vendor
Attn: Mark Jeffery	Attn: NAME
820 SW Cedar	ADDRESS
Warrenton, OR 97138	ADDRESS
(503)861-2281	PHONE NUMBER

Governing Law. The provision of this Agreement shall be construed in accordance with the laws of the State of Oregon. Any legal action involving any question arising under this Agreement must be brought in the appropriate court in the State of Oregon. If the claim must be brought in a federal forum then it shall be brought and conducted in the United States District Court for the State of Oregon. CONTRACTOR AGREES TO THE JURISDICTION OF THESE COURTS.

Merger Clause. There are no covenants, promises, agreements, conditions, or understandings between the Parties, either oral or written, other than those contained in this Agreement and its attachments (s). All attachment(s) hereto together constitute the entire agreement between the Parties.

Force Majeure. Neither the District nor Contractor shall be responsible for delay or default caused by any occurrence beyond their control, including, but not limited to war or insurrection, strikes or lockouts by the Parties’ own employees, fires, natural calamities, riots or demands or requirements of governmental agencies other than the District.

Ownership of Work Product. Any and all goods and services developed for District pursuant to this Agreement are intended as works made for hire. Works made for hire are the exclusive property of the District. Contractor hereby irrevocably assigns to the District all of its right, title and interest in and to any and all of the work product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property

law or doctrine. Contractor forever waives any and all rights relating to the work product including any and all rights of approval, restriction or limitation on use or modification.

If any such work products contain intellectual property of the Contractor that is or could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants the District a perpetual, royalty-free, fully paid-up, non-exclusive and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, use, re-use, in whole or in part, and to authorize others to do so, all such work products. The District shall have no rights in any pre-existing work product of Contractor provided to the District by Contractor in the performance of this Contract except to copy, use, and re-use any such work product for the District's use only.

If this Agreement is terminated by either party or by default, the District, in addition to any other rights provided by this Agreement, may require the Contractor to transfer and deliver such partially completed work products, reports, or other documentation that the Contractor has specifically developed or specifically acquired for the performance of this Agreement.

Representations. Contractor represents and warrants to the District any and all services under this Agreement shall be performed in a efficient competent manner and in accordance with the highest professional standards. In addition, Contractor warrants that employees assigned to perform service(s) under this Agreement will have the required qualifications and licenses to perform their normal professional duties. Upon request Contractor will provide the District with additional information concerning its employees' qualifications and expertise to assist the District in conforming with internal rules and policies. Contractor's employees will comply with all Federal and State rules and regulations.

Modification. No waiver, consent, modification or change in the terms of this Agreement shall bind either party unless in writing signed by both Parties. A written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

Responsibility of Taxes and Withholding. Contractor shall be responsible for all federal or state taxes applicable to compensation paid to Contractor under this Agreement. The District will not withhold from such compensation any amount(s) to cover Contractor's federal or state tax obligations. Contractor is not eligible for any social security, unemployment insurance or workers compensation benefits from compensation paid to Contractor under this Agreement.

Funding. This Agreement is subject to availability of appropriated funds. If payment for services under this Agreement extends into the District's next fiscal year, District's obligation to pay for services under this Agreement is subject to future budget appropriations. The District reserves the right to adjust the services provided for in this Agreement or terminate this Agreement if there are insufficient or no appropriations to fund this Agreement. Agreements funded pursuant to a grant or grants are not at all times subject to availability of grant funds.

SIGNATURES ON FOLLOWING PAGE

ATTACHMENT 12
FEE SCHEDULE

(Insert here)