



Reynolds School District
Administration Offices
1204 NE 201st Avenue
Fairview, OR 97024
503.661.7200 • FAX 503.667.6932

REYNOLDS SCHOOL DISTRICT #7
RFP# 17-1004
REQUEST FOR PROPOSAL
Executive/Superintendent Search Services

RELEASE DATE: October 31, 2017

PROPOSALS DUE:
ON OR BEFORE 2:00 PM (Pacific Time), November 20, 2017
LATE PROPOSALS WILL NOT BE ACCEPTED

SUBMIT ELECTRONIC PROPOSALS IN PDF FORMAT TO:
RFP@rsd7.net

OR DELIVER WRITTEN PROPOSALS TO:

Reynolds School District
RFP: Superintendent Recruitment
Joe Teeny
Chair, Board of Directors
1204 NE 201st Ave.
Fairview, Oregon 97024

Proposals will be time-stamped upon receipt.

REFER QUESTIONS IN WRITING TO:

Connie Philibert
Executive Assistant to the Board
Email: cphilibert@rsd7.net

REQUEST FOR PROPOSAL
Executive/Superintendent Search Services

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1. SCOPE OF WORK

1.1. GENERAL OUTLINE

Reynolds School District (the District) is requesting proposals for Executive/Superintendent Search Services as outlined below. This document constitutes an invitation for competitive proposals and may result in the award of an agreement for the purchase of items and services which are in accordance with the scope of work and other specific requirements.

1.2. THIS DOCUMENT

This RFP contains instructions for submitting a proposal, the procedures and criteria by which a bidder (the Proposer) shall be selected and the terms by which the District shall govern the relationship with a selected Proposer.

This document is available on the District's web site: <https://www.reynolds.k12.or.us/rfps>

2. PROPOSAL PROCESS

2.1. BASIC REQUIREMENTS

Each proposal must contain the following items:

- Cover letter and company profile, including full legal name, federal tax I.D. number, address, phone & fax number, email address, and a description of your company's background.
- Current contact and background information about representatives to be assigned to the District.
- A management plan to collaborate with District staff to meet requirements listed in this RFP

It is essential that the District be able to easily match a vendor's response with the requirements for proposal. The Proposer should indicate compliance and/or note any exceptions to the requirements and provide responses to any questions that follow.

2.2. CHANGES TO THIS RFP

The District reserves the right to make changes to this RFP. Changes shall be made by written addendum which will be posted on the District's website and issued to all prospective Proposers.

Prospective Proposers may request or suggest any change to the RFP by submitting a written request. The request must specify the provision of the RFP in question and contain an explanation for the requested change. The request must be submitted at least seven (7) calendar days prior to the date established for submission of proposals.

The evaluation team will evaluate all requests submitted, but will not be obligated to accept the requested change.

2.3. PUBLIC DISCLOSURE OF PROPOSALS

Any information provided to the District pursuant to this RFP shall be public record and subject to public disclosure pursuant to Oregon public records laws.

The District considers proposals submitted in response to this RFP to be submitted in confidence only until the District's evaluation is complete and agrees not to disclose proposals until the District has completed its evaluation of all proposals and publicly announced the results.

The general requirement for public disclosure is subject to a number of exemptions. When preparing a proposal submission, a Proposer must plainly mark each page containing information deemed by the Proposer to remain exempt from public disclosure after proposals have been evaluated (e.g., pages containing trade secret, economic development information, etc.). A summary of redactions shall be placed with the redacted version of the proposal response.

The fact that a Proposer marks and segregates certain information as exempt from disclosure does not mean that the information is necessarily exempt. Any portion of a proposal that the Proposer claims as exempt from disclosure must meet the requirements of ORS 192.501(2) and ORS 192.502(4). The District will make an independent determination regarding exemptions applicable to information that has been properly marked and redacted. Information that has not been properly marked and redacted may be disclosed in response to a public records request. When exempt information is mixed with nonexempt information, the nonexempt information must be disclosed.

Unless expressly provided otherwise in this RFP or in a separate communication, the District does not agree to withhold from public disclosure any information submitted in confidence by a Proposer unless the information is otherwise exempt under Oregon Law. The District considers proposals submitted in response to this RFP to be submitted in confidence only until the District has completed its evaluation of all proposals and publicly announces the results.

2.4. SUBMITTING A BID

2.4.1. General Requirements

The District requires **both** electronic submissions in PDF format **and 9 copies** of delivered written submission. Facsimiled proposals will not be accepted. Contacts for physical or electronic delivery are available on the cover sheet of this RFP.

The District will not be liable in any manner for expenses incurred by the vendor(s) in response to this RFP. Please note that the District will not accept responses or queries that require the District to pay the cost of production or delivery.

The District may reject any proposal not in compliance with all prescribed public proposal procedures and requirements, and may reject for good cause any or all proposals upon a finding of the District that it is in the public interest to do so.

2.4.2. Pre-Printed Materials

Foldouts for charts, tables, spreadsheets, and single-line diagrams are acceptable. Pre-printed materials, such as brochures or technical documents, may be included, but whenever possible should be placed within the bound proposal.

2.4.3. Identification

Proposals must clearly indicate the RFP number, the RFP contact's name, proposal due date and time, as well as the Proposer's name, address and email address.

2.4.4. Price

RFP prices are to be complete and include all costs, whether material, labor, transportation or other, to complete the required work or supply the required materials in accordance with the RFP specifications, contract terms and conditions.

2.4.5. Proposal Due Date:

Proposals are due on or before 2:00 PM PST, November 20, 2017. Proposals received after this time and date will not be considered and will be returned unopened. It is the sole responsibility of the proposer to ensure the proposal is emailed or delivered and time stamped by the above deadline. All late proposals will be rejected.

2.4.6. Proposer's Responsibilities:

The Proposer shall examine and understand this entire document and seek clarification from the listed RFP contact if required. Negligence in preparing a proposal does not give a right of withdrawal after proposal opening. The Proposer should become familiar with and abide by current federal laws, state and local statutes, regulations and other ordinances that could impact pricing or performance.

2.4.7. Obligation to Award

The issuance of this RFP, and the receipt and evaluation of proposals does not obligate the District to award a contract. The District may cancel this procurement without liability at any time prior to the District's execution of a contract.

2.4.8. Inquiries:

Inquiries related to this RFP must be directed in writing to the contact listed on the cover sheet of this RFP. Proposers seeking information, clarification or interpretation from anyone other than the contact mentioned above are advised that such material is used at the Proposer's own risk and the District shall not be bound by any such requirements.

2.5. QUALIFICATIONS OF PROPOSERS

Proposers' qualifications will be evaluated when evaluating proposals. Proposers will be required to produce acceptable personal and business references and completed examples of previous work of a similar nature. The Proposer will be asked to supply three (3) references as part of the RFP form. The District reserves the right to interview these references regarding any part of this proposal request. The District also reserves the right to interview organizations not included as references.

2.6. EVALUATION

In evaluating RFP responses, the District will award based on 6 principal factors:

- Base fee for services, plus the cost of any additional/optional services
- Experience with districts of similar demographics
- Placement history and success
- Proposed search process and timeline
- References from recent and Northwest searches
- Ability to communicate with a diverse community and clientele

Additional factors that will be considered include:

- Motivation
- Professional image
- Philosophy of service
- Flexibility

The District may request Best and Final offers based upon improved understanding of the offers or changed scope of work.

The District will select a proposal based on initial and (if requested) Best and Final offers that represents the best value and conforms closest to the listed requirements.

Evaluation of offers may include an on-site presentation at Reynolds School District in Fairview, Oregon. Bidders are hereby notified that the top 3 qualifying firms will be invited to provide presentations to the Board on December 5, 2017 from 6 PM to 9 PM PST.

Evaluation of proposals is expected to be completed within twenty-five (25) working days from the RFP's due date. After evaluating proposals, the team will recommend that the top-ranked proposer be invited to negotiate a final contract with the District. If the District is unable to successfully negotiate with the top-ranked proposer, the District reserves the right, at its sole discretion, to terminate negotiations and begin new negotiations with the next highest-ranked proposer.

Award of a contract is subject to the District's and Proposer's ability to agree on contract terms in a timely manner.

The District reserves the right to waive informalities or to reject any proposals.

3. SCHEDULE OF EVENTS

3.1. MILESTONES

Projected significant milestones for this procurement are as follows:

Date	Time (PST)	Description
October 30, 2017	5:00 PM	RFP Release Date
November 8, 2017	5:00 PM	Deadline for questions from Proposers
November 14, 2017	5:00 PM	District Responses to Questions
November 20, 2017	2:00 PM	RFP Due Date
November 30, 2017	10:00 AM	Publish Top 3 Firms for Presentations
December 5, 2017	6:00 PM	Presentations to the Board
December 7, 2017	5:00 PM	Notice of Intent to Award / Contract Negotiations Commence
December 13, 2017	7:00 PM	School Board Meeting – Firm Selection Announced
December 14, 2017	10:00 AM	Notice of Award Published

The District reserves the right to modify this schedule at its discretion. Proper notification of changes in the response due dates will be made to all proposers on the District's list of responding firms.

3.2. PERIOD OF IRREVOCABILITY

Proposals shall be offers that are irrevocable for a period of 90 calendar days after the time and due date for this RFP. Proposals shall contain the name, address and telephone number of an individual or individuals with authority to bind the company during the period in which the proposal will be evaluated.

3.3. OBJECTIONS OR PROTESTS

Pursuant to OAR 137-047, a Proposer or prospective Proposer who wishes to protest his procurement must deliver written protests to:

Protest to Executive/Superintendent Search Services RFP
Reynolds School District
1204 NE 201st Avenue
Fairview OR 97024

The filing of a protest shall not prevent the District from executing a contract with any other vendor.

3.3.1. Protests Related to Procurement Process or the Solicitation Document

Protests related to the procurement process or this RFP (the solicitation document) are governed by OAR 137-047-0730.

Protests shall include a written statement of desired changes to the solicitation document or procurement process the Proposer believes to be at fault. The Proposer shall include specific citation of law along with any and all other documents to support their remedy of the situation.

A protest must be delivered no later than ten (10) days prior to the deadline for receipt of proposals. The District may decline to review protests received after this date.

3.3.2. Protests related to Award of Contract

Protests related to awarding a contract related to this RFP (the solicitation document) are governed by OAR 137-047-0740.

Protests shall include a written statement of desired changes to the solicitation document or procurement process the Proposer believes to be at fault. The Proposer shall include specific citation of law along with any and all other documents to support their remedy of the situation.

A protest must be delivered no later than seven (7) days prior to the deadline for receipt of proposals. The District may decline to review protests received after this date.

4. GENERAL SPECIFICATIONS

The Reynolds School District Board of Directors requests a description of services. Please provide the following information:

1. Describe the Executive/Superintendent search process and timeline proposed for the Reynolds School District.
2. Provide a narrative of base services and any additional/optional services offered.
3. Quote the total cost of services to the Reynolds School District. Itemize the cost of each of the base services to be provided. Itemize additional/optional services offered separately.
4. Identify how the District will be billed for services (i.e., incrementally or lump sum.)
5. Describe reimbursable expenses (i.e. mileage, airfare, etc.)
6. Describe follow up services that are included. Please identify guarantees or assurances provided.
7. Describe how your firm will increase the likelihood of a good match between the District and potential candidates. How is your process unique?
8. Identify the person or persons who would be assigned to the Reynolds School District search process. Describe their experience.
9. Provide references for services provided recently to other school districts in the Northwest.

5. STANDARD TERMS AND CONDITIONS

5.1. Proposal Validity Period

Submission of the proposal will signify the vendor's agreement that its proposal and the content thereof are valid for 90 days following the submission deadline and will become part of the contract that is negotiated between the District and the successful vendor.

5.2. Addenda

If, in the opinion of the Deputy CEO, additional information or interpretation is needed by the Proposers, an addendum will be issued per OAR 137-047-0430. Any addendum or addenda issued by the Deputy DEO that may include changes, corrections, additions, interpretation, clarification, or information, and issued seventy-two (72) hours or more before the scheduled closing time for filing proposals, Saturday, Sunday and legal holidays not included, shall be binding upon the proposer. The District shall supply copies of such addenda on the District Web Site and to all Proposers, but failure of the Proposer to receive or obtain such addenda shall not excuse the Proposer from compliance therewith if awarded the Purchase Agreement.

5.3. Cancellation, Delay or Suspensions of Solicitation; Rejection of Proposals

The District may cancel, delay or suspend this solicitation if in the best interest of the District as determined by the District. The District may reject any or all proposals, in whole or in part, if in the best interest of the District as determined by the District. The District reserves the right to reject any or all proposals not in compliance with public contracting procedures.

5.4. Independent Contractor

The relationship to the District with the successful firm and each of its employees and agents shall be that of an "independent contractor" and not an employee. The successful firm shall have single-point responsibility for all persons and legal entities that provide services to the District, be they employees of the firm or independent contractors. The successful proposer is responsible for determining the appropriate means and manner of performing the work. The successful proposer represents and warrants now, and as part of the contract for services with the District pursuant to this RFP, that the successful proposer is not an employee of the District, and that the successful proposer at all times meets and will continue to meet the specific independent contractor standards of ORS 670.600. Among other obligations of successful proposer consistent with this statute, successful proposer shall be responsible for federal and state taxes applicable to any compensation or payments paid to successful proposer under this contract and, the District will not withhold from such compensation or payments any amounts to cover successful proposer's federal or state tax obligations.

5.5. Americans with Disabilities Act Compliance

Proposers agree that if awarded a Professional Services Agreement, the Contractor will comply with all applicable provisions of the Americans with Disabilities Act of 1990, 42 USC Section 12101 et seq. If any Proposer requires special assistance or auxiliary aids during the proposal, evaluation or award process, please notify the RSD Administration office (503) 661-7200 at least two (2) business days prior to the required assistance.

5.6. Special Conditions

Where special conditions are written in the Request for Proposal, these special conditions shall take precedence over any conditions listed under these Proposal Terms and Conditions.

5.7. Compliance with Law

The provisions of any Professional Service Agreement shall be construed in accordance with the provisions of the laws of the State of Oregon without reference to its conflict of law provisions. Any action or suits involving any question arising under the Professional Service Agreement must be brought in the appropriate court in Multnomah County Oregon. All statutory, charter and ordinance provisions that are applicable to public contracts in the State of Oregon shall be followed with respect to this Professional service Agreement. In connection with its activities under this agreement, Contractor shall comply with all applicable federal, state and local laws and regulations.

5.8. Cost of Responding

This Request for Proposal does not commit the District to pay any costs incurred by any Proposer in the submission of a response, or in making necessary studies or designs for the preparation thereof, or for procuring or contracting for the items to be furnished under the RFP.

5.9. Contract Award and Execution

The District reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be initially submitted on the most favorable terms the vendors can offer. It is understood that the proposal will become a part of the official file on this matter without obligation to the District.

The general conditions and specifications of the RFP and as proposed by the District and the successful vendor's response, as amended by agreements between the District and the vendor, will become part of the contract documents. Additionally, the District will verify vendor representations that appear in the proposal. Failure of the vendor's products to meet the mandatory specifications may result in elimination of the vendor from competition or in contract cancellation or termination.

Once District staff have selected the vendor that can best meet the District's needs, based on the evaluation factors, the District will negotiate the specific District requirements with the selected vendor, using the vendor's proposal to determine the cost of the service components and options as determined in the sole discretion of the District. After that negotiation period has ended and District has, in its sole discretion, finalized the service requirements, the vendor selected as the apparent successful vendor will be expected to enter into a contract with the District substantially in the form and content attached, but with the addition of specific information pertaining to the agreed-upon system to be provided for the District. The successful proposer is expected to execute this contract verbatim unless it has proposed specific changes to the contract in its response to this RFP and has later obtained agreement from the District for the contract change. All such proposed changes should be accompanied by an estimate of the cost savings to the District that would result from the recommended change.

If the selected vendor fails to sign the contract within five (5) business days of delivery of the final contract, the District may elect to cancel the award and award the contract to the next-highest-ranked vendor. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

5.10. Defense, Indemnification, Hold Harmless and Insurance Requirements

In addition to other standard contractual terms, the District will require the selected vendor to comply with the defense, indemnification, hold harmless and insurance requirements as outlined below:

Vendor shall defend, indemnify and hold the District, its officers, officials, employees and volunteers harmless for, from and against any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Vendor and its agents in performance of this Agreement, except for injuries and damages caused by the sole negligence of the District.

The Vendor shall procure and maintain, for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Vendor, its agents, representatives, employees or subcontractors. The cost of such insurance shall be paid by the Vendor. Insurance shall meet or exceed the following unless otherwise approved by the District.

LIABILITY INSURANCE

VENDOR will maintain a policy of liability insurance in the form, and from an insurance company, approved by the DISTRICT (Reynolds School District), which company is admitted or otherwise licensed to do business in the State of Oregon as required by the attached Personal Services Agreement.

The insurance shall cover any occurrences, resulting from any conduct, act, or failure to act, by VENDOR, or by an employee, representative, or agent of VENDOR, and which occurrence or occurrences result in damages of any kind, including, but not limited to, personal injury or death to any person or persons, damage to any property (personal or real), or damage to any contractual or other commercial right or interest.

Certificate of Insurance: VENDOR shall require its insurance carrier to provide to the DISTRICT a certificate of insurance evidencing said coverage. Said policy shall provide that such coverage cannot be modified, terminated or canceled by the carrier without six (6) months written notice sent by certified mail by the insurance carrier to the DISTRICT. It is agreed that no person shall perform any acts on behalf of VENDOR without having said insurance in full force and effect.

5.11. Non-Collusion Affidavit

The Vendor submitting a proposal thereby certifies that no officer, agent, or employee of the District who has a pecuniary interest in this RFP, has participated in the Price Agreement negotiations on the part of the District, that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other Vendor of the same request for proposal and

that the Vendor is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm. Vendor will complete the enclosed Non-Collusion Affidavit and submit it with their proposal.

5.12. Equal Opportunity Compliance

The District is an equal opportunity employer and requires all proposers to comply with policies and regulations concerning equal opportunity. All proposers must be certified as Equal Employment Opportunity Affirmative Action Employers. The proposer, in the performance of this agreement, agrees not to discriminate in its employment because of an employee's or applicant's race, religion, national origin, ancestry, sex, sexual preference, age, or disability.

5.13. Other Compliance Requirements

In addition to any nondiscrimination and affirmative action compliance requirements previously listed, the Proposer awarded a contract shall comply with federal, state and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, protection of public and employee safety and health; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subjects.

5.14. Ownership of Documents

Any reports, studies, conclusions, and summaries prepared by the proposer, including all proposal documents, shall become the property of the District.

5.15. Oral Instructions

Oral instructions or information concerning the RFP documents or the project given out by officers, employees, or agents of the District to prospective Proposers shall not bind the District. Any changes or revisions to the specifications shall be binding only if issued in writing by the District by addendum. The District reserves the right to officially amend or cancel an RFP after issuance.

5.16. Invoicing

Purchase Order numbers must appear on all invoices, packing lists, packages, shipping notices, instruction manuals, and any correspondence. Vendor will invoice Reynolds School District monthly as services are rendered with a final invoice issued within fifteen (15) days of completion of scope of this RFP. Invoices submitted for payment shall identify the goods and services, the unit price, quantity, extended price, order number and invoice total.

5.17. Tobacco

Use of Tobacco on School Property: State law OAR 581-021-0110 and school district policy (GBK/JFCG/KGC) prohibit the use of all tobacco products on public school property. If the vendor is on property during the performance of this contract, the contractor/vendor is required to comply with this policy.

5.18. Security

Onsite staff who will access school buildings will need to complete criminal history background check and be issued district contractor badges. The cost of any requested background check shall be borne by the Contractor.

5.19. Licensing

Vendor must be licensed to do business in the State of Oregon. Upon award of Contract, Vendor will provide District with Contractor's Oregon State Department of Revenue Tax Registration Number.

6. RFP ATTACHMENTS

1. Attachment A to this RFP is the form of contract that will be used for any contract issued pursuant to this RFP. The contract includes the statement of work, insurance coverage requirements, and other exhibits associated with the Attachment.

Objections to Proposed Contract: The form of Contract that the successful Contractor will be expected to execute if awarded the contract is included. The Proposer should include in the proposal any objections to the form or terms of the Contract. Any objections shall be considered after a determination of the apparent highest ranked responsive, responsible bidder is made, and the terms shall be subject to negotiation. The Board, in consultation with the District's legal counsel, shall determine if any proposed modifications to the form of agreement are acceptable to the District and that they do not present material risk to the District or increase the District's costs.

If the final negotiated terms are not acceptable to the selected highest ranked proposer, that bidder shall be declared not to be responsive, and the next apparent highest ranked firm's proposal and objections to form of Contract, if any, shall be considered, and so forth in order, until a responsive, responsible bidder agreeable to execution of a form of Contract acceptable to the District and to the bidder is ascertained.

2. Attachment B Non-Collusion Affidavit

3. Attachment C to this RFP is a statement that must be signed by the proposer and submitted with the proposal, certifying to the accuracy of all statements made in the proposal and certifying that the proposer meets all minimum qualifications stated in Section B of this RFP and is prepared to enter into a contract on the terms contained in all attachments.

4. Attachment D to this RFP is a form to be used by proposer for listing pricing information.

5. Attachment E to this RFP is a form to be used by proposer for listing references.

OREGON STATE PUBLIC CONTRACTING AND PROCUREMENTS

Vendors shall observe all applicable state and local laws pertaining to public contracts, all of which are incorporated by this reference. ORS Chapters 279B requires every public contract to contain certain provisions. Pursuant to those chapters, the following provisions shall be a part of the contract as applicable.

Pursuant to ORS 279B.220, on every public contract, the contractor shall make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract; shall pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract; not permit any lien or claim to be filed or prosecuted against the state or county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished, and; pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

Pursuant to ORS 279B.230 (1), in every public contract, the contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.

Pursuant to ORS 279B.230 (2), in every public contract, all subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

Pursuant to ORS 279B.235 (1), persons may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it. In such cases, the employee shall be paid a) at least time and a half pay for all overtime in excess of 8 hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or b) for all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and c) for all work performed on Saturday and on any legal holiday specified in ORS 279B.020.

**APPENDIX A: PROFESSIONAL SERVICES
AGREEMENT**

RSD#7 Assigned Contract#:

**REYNOLDS SCHOOL DISTRICT #7
PERSONAL/PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT, entered into by and between the Reynolds School District #7 "RSD" and "Contractor", and in consideration of the following covenants, conditions, and considerations:

WITNESSETH:

1. The contractor shall provide RSD with the following information:

- a. Full Name
- b. Mailing Address
- c. Telephone Number
- d. Federal Tax ID No. Contractor must submit W9 to RSD's Finance Department
- e. Business Designation (check one): ☐ Individual ☐ Sole proprietorship ☐ Partnership ☒ Corporation
Other ☐

Payment information will be reported to the IRS under the name and taxpayer I.D. number provided above. We are required by the Internal Revenue Service to obtain this information in order to report income paid to you by the District. If the information is not provided, we will be required to withhold 31 % of all future payments made to you.

1099 Withholding Exemption: If exempt from backup withholding (form 1099 reporting), check here ☐ and check your qualifying reason below:

- ☐ i. Corporation
- ☐ ii. Tax Exempt Charity under 501(a), or IRA
- ☐ iii. The United States or any of its agents or instrumentalities
- ☐ iv. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions
- ☐ v. A foreign government or any of its political subdivisions
- ☐ vi. District will deduct taxes from pay, which will occur monthly
- f. Does contractor now have, or have had within the prior year, contracts with other persons or entities to perform services similar to the services being performed hereunder? ☐ Yes ☐ No ☒ N/A
- g. Does Contractor have current statutory Worker's Compensation Insurance coverage for all persons performing services under this contract? Yes ☐ No ☐ N/A ☒

2. **Statement of Work:** Contractor agrees to perform the following services for the District (please be specific as to nature and dates of performance and expected time involved) *Attach an exhibit if needed.*

Use additional sheet if needed.

3. **Contract Term.** This Contract becomes effective on _____. Unless terminated earlier as provided below, this Contract shall continue through _____.

4. Contractor shall be compensated in the manner provided in either subsection (a) or (b) below, whichever is completed.

- a. The entire, agreed-upon compensation for the services to be performed under this contract is \$ _____ to be paid according to the following schedule of payments *Use additional sheets if needed.*
- b. If services are to be charged at a periodic rate, rate charged and period: \$ _____ per _____.
What is the total estimated compensation \$ _____ ; Additional description of pay, if applicable _____.

If it appears during the course of this contract that the actual compensation will exceed the estimated amount, the contractor shall notify the RSD Fiscal Department in writing. No payment in excess of the total estimated compensation shall be paid unless the Contractor has notified the Fiscal Office of the increase in time required to complete the services, and received approval of Fiscal Office to perform services up to the newly approved contract time.

Exhibits. As a condition to receiving the compensation above, the Contractor shall provide, in addition to the services above stated the following additional documents or reports relating to the service performed:

(Check all that apply)

Exhibit A: Statement of Work ☐; Exhibit B: Contractor's Proposal ☐; Exhibit C: Insurance Requirements ☐; Other ☐ , describe

If RSD is required by law to withhold any monies from Contractor, e.g., PERS, such withholding shall be deducted from the amount of compensation due to Contractor and the balance shall be paid to Contractor. Contractor must submit an invoice to the RSD Chief Financial Officer as an application for payment. The invoice shall itemize Contractor's charges and expenses.

5. If total compensation is in excess of \$150,000, as stated in Section 4a above, or the estimated charges based upon the rate charge and anticipated time involved as stated in Section 4b above exceed \$150,000, this contract shall not be binding upon RSD until approved by the RSD Board of Directors.
If compensation is to be paid as stated in Section 4b, and it appears that the total payments under this Agreement shall exceed \$150,000, Contractor shall notify the RSD Chief Financial Officer. The CFO shall present this Agreement to the RSD Board of Directors for approval of compensation in excess of \$150,000. No compensation shall be due or payable to Contractor in excess of \$150,000 (in the aggregate) unless the RSD Board of Directors approves this Agreement.
6. Unless Contractor is a sole proprietorship, prior to performing any labor for this Contract, Contractor shall file with RSD Chief Financial Officer a certificate of insurance evidencing that the persons performing services under this Contract are covered by the Contractor's statutory worker's compensation insurance. Contractor shall maintain such coverage during the term of this Contract.
7. Contractor is being employed as an independent contractor to provide the services stated in Section 2 above. The compensation paid to Contractor shall be for all materials, supplies, and labor required, necessary or convenient for Contractor to provide services to RSD. Contractor shall be responsible for, and shall indemnify and hold RSD harmless from any governmental assessments resulting from Contractor's services or compensation, including but not limited to income tax, social security, worker's compensation, or employment insurance. RSD shall not have the right to direct or control the manner of Contractor's performance. RSD expressly disclaims any acts by its employees who attempt to direct or control Contractor's manner of performance; Contractor shall notify RSD Chief Financial Officer should any RSD employee make an attempt to exercise direction or control over Contractor.
8. Contractor covenants and warrants to RSD that Contractor is an independent business, has performed such services for others in the past or is now performing such services for others, and is skilled and duly qualified to provide the services required under this Agreement.
9. This provision is required by statute. In addition to applicable federal and state laws, ORS 279B.220 requires that Contractor shall:
 - a. Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract.
 - b. Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract.
 - c. Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
 - d. Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

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

10. Payment for Medical Care: This provision is required by statute. As required by ORS 279B.230 and to the extent any of Contractor's employees are covered by Oregon employment laws, Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of Contractor, of all sums that Contractor agrees to pay for such services and all moneys and sums that Contractor collected or deducted from the wages of employees under any law, contract, or agreement for the purpose of providing or paying for such service.
11. Non-Appropriation; Adequate Funding: RSD is prohibited from contracting for services for which it has not received appropriated funds. If payment for work under this Contract extends into RSD's next fiscal year, RSD's obligation to pay for such work shall be subject to approval of future Board of Education ("Board") appropriations to fund this Contract. Moreover, continuation of this Contract at specified levels is specifically conditioned on adequate funding under the RSD's budget adopted in June of each year. RSD reserves the right to adjust the level of services provided for in this Contract in accordance with funding levels adopted by the Board. In the event that the RSD is not adequately funded or funds are cut back, the RSD reserves the right to cancel all, or part of this contract.
12. Contractor shall indemnify, defend, and hold RSD harmless from any claims, actions, demands, losses, or costs (including attorney fees) arising out of or resulting from any act or omission by Contractor.
13. Contractor warrants to RSD that it/he/she has general liability insurance coverage in excess of \$2,000,000 per person, \$3,000,000 per occurrence, and \$50,000 property damage, and that Contractor shall maintain such insurance during the term of this agreement or for such longer time as RSD may request at the time of execution hereof.
- Initial if applicable.* Contractor warrants to RSD that it/he/she has professional malpractice insurance coverage for any errors or omissions by Contractor for the type of services being performed under this Agreement, with limits not less than \$1,000,000 per occurrence.
- Initial if applicable.* Motor Vehicle Liability. If Contractor is providing services that require Contractor to transport RSD personnel, students, or property, then in addition to any legally required insurance coverage, Contractor shall maintain motor vehicle liability insurance of at least \$1,000,000 for each claim, incident, or occurrence.
- Certificate of Insurance. Upon RSD request, Contractor shall furnish to RSD a current certificate of insurance for each of the above coverage's within 48 hours of RSD request. Each certificate must state the relevant deductible or retention level. For general liability coverage, the certificate must state that RSD, its agents, officers, and employees are additional insured's with respect to Contractor's services provided under this Contract. The certificate must specify an additional insured endorsement, and Contractor shall attach a copy of the endorsement to the certificate. If requested by RSD, Contractor shall also provide complete copies of insurance policies to RSD.
14. Contractor acknowledges that RSD is a public entity, and that persons or entities contracting with public entities are subject to certain state or federal law, rules, or regulations. To the extent any state or federal law, rule, or regulation is applicable to this Agreement, it is hereby incorporated by reference as if stated herein. It shall be Contractor's responsibility to become acquainted with the applicable laws, rules, and regulations, and Contractor shall indemnify and defend RSD in the event Contractor fails to comply with any applicable state or federal law, rule or regulation.
15. Subcontracts and Assignment. Contractor shall not subcontract, assign, delegate, or transfer any of its duties, rights, or interests under this Contract without the prior written consent of RSD. RSD may withhold such consent for any or no reason. If RSD consents to an assignment or subcontract, then in addition to any other provisions of this Contract, Contractor shall require any permitted subcontractor to be bound by all the terms and conditions of this Contract that would otherwise bind Contractor. The parties agree that any such subcontracts shall be construed as matters solely between the Contractor and its subcontractor and shall have no binding effect on RSD. However, the Contractor may not invoice RSD for more than a 10% markup of the subcontractor's goods or services, nor may the Contractor invoice RSD for any markups of the subcontractor's hard costs (e.g. mileage, supplies, background check fees).
16. Successors in Interest. This Contract shall bind and inure to the benefit of the parties, their successors, and approved assigns, if any.

17. No Third Party Beneficiaries. RSD and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract provides any benefit or right, directly or indirectly, to third parties unless they are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.
18. Hours of Labor. This provision is required by statute. As required by ORS 279B.020(5), 279B.235(3), and 279C.540(6), for Contractor's employees subject to Oregon employment laws:
 - a. Maximum Hours: Employees shall be paid at least time and a half pay for all time worked in excess of 40 hours in any one week and for work performed on Saturdays, Sundays, New Year's Day (Jan. 1), Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (first Monday in September), Thanksgiving Day (fourth Thursday in November), and Christmas Day (December 25).
 - b. Exemption: The requirements of Section 15(a) do not apply to individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.
 - c. Notice to Employees: Contractor must give notice in writing to its employees who perform work on this Contract, either at the time of hire or before commencement of work on this Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.
19. Time Limitation on Claim for Overtime. This provision is required by statute. For Contractor's employees subject to Oregon employment laws and as required by ORS 279C.545, any worker employed by Contractor shall be foreclosed from the right to collect for any overtime provided in ORS 279C.540 unless a claim for payment is filed with Contractor within 90 days from the completion of this Contract, providing Contractor has: (1) Caused a circular clearly printed in boldfaced 12-point type and containing a copy of this section to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place that is readily available and freely visible to workers employed on the work, and (2) Maintained such circular continuously posted from the inception to the completion of this Contract on which workers are or have been employed.
20. Hazardous Materials. Contractor shall notify RSD before using any products containing hazardous materials to which RSD employees, students, or the general public may be exposed. Products containing hazardous materials are those products defined by Oregon Administrative Rules, Chapter 437. Upon RSD request, Contractor must immediately provide Material Safety Data Sheets to RSD for all materials subject to this provision.
21. Errors. Contractor shall perform any and all additional work necessary to correct errors in the work required under this Contract without undue delays or additional cost to RSD.
22. Access to Records; Contractor Financial Records. Contractor agrees that RSD and its authorized representatives are entitled to review all Contractor books, documents, papers, plans, and records, electronic or otherwise ("Records"), directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain all Records, fiscal and otherwise, directly relating to this Contract in accordance with generally accepted accounting principles so as to document clearly Contractor's performance. Following final payment and termination of this Contract, Contractor shall retain and keep accessible all Records for a minimum of three years, or such longer period as may be required by law, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Contract, whichever date is later.
23. Ownership of Work Products. Contractor agrees that any and all goods or services provided by or developed for RSD are intended as "works made for hire" by Contractor for RSD. As a work made for hire, all work products (including intellectual property) created by the Contractor, as part of Contractor's performance under this Contract shall be the exclusive property of the RSD. If any such work products contain Contractor's intellectual property that is or could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants RSD a perpetual, royalty-free, fully-paid, non-exclusive, and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, and use or re-use, in whole or in part, and to authorize others to do so, all such work products. RSD claims no right to any pre-existing work product of Contractor provided to RSD by Contractor in the performance of this Contract, except to copy, use, or re-use any such work product for RSD use only.
24. Work Performed on RSD Property. Contractor shall comply with the following:
 - a. Identification: When performing work on RSD property, Contractor shall be in appropriate work attire (or uniform, if applicable) at all times. If Contractor does not have a specific uniform, then Contractor shall provide identification tags and/or any other mechanism the RSD in its sole discretion determines is required to easily identify Contractor. Contractor and its employees shall (i) display on their clothes the above-

- mentioned identifying information and (ii) carry photo identification and present it to any RSD personnel upon request. If Contractor cannot produce such identification or if the identification is unacceptable to RSD, RSD may provide at its sole discretion, RSD-produced identification tags to Contractor, costs to be borne by Contractor.
- b. Sign-in Required: As required by schools and other RSD locations, each day Contractor's employees are present on RSD property, those employees must sign into the location's main office to receive an in-school identification/visitors tag. Contractor's employees must display this tag on their person at all times while on RSD property.
 - c. No Smoking: All RSD properties are tobacco-free zones; Contractor is prohibited from using any tobacco product on RSD property.
 - d. No Drugs: All RSD properties are drug-free zones as enforced by local law enforcement.
 - e. No Weapons or Firearms: Except as provided by statute and RSD policy, all RSD properties are weapons- and firearms-free zones; Contractor is prohibited from possessing on its persons or in its vehicles any weapons or firearms while on RSD property.
25. Unsupervised Contact with Students. This provision is required by statute. "Unsupervised contact" with students, means contact that provides the person opportunity and probability for personal communication or touch with students when not under direct RSD supervision. As required by ORS 326.603, Contractor shall ensure that Contractor, any subcontractors, and their officers, employees, and agents will have no direct, unsupervised contact with students while on RSD property. Contractor will work with RSD to ensure compliance with this requirement. If Contractor is unable to ensure through a security plan that none of its officers, employees, or agents or those of its subcontractors will have direct, unsupervised contact with students in a particular circumstance or circumstances, then Contractor shall notify RSD before beginning any work that could result in such contact. Contractor authorizes RSD to obtain information about Contractor and its history and to conduct a criminal background check, including fingerprinting, of any Contractor officers, employees, or agents who will have unsupervised contact with students. Contractor shall cause its employees and/or subcontractors, if any, to authorize RSD to conduct these background checks. Contractor shall pay all fees assessed by Oregon Department of Education for processing the background check. RSD may deduct the cost of such fees from a progress or final payment to Contractor under this Contract, unless Contractor elects to pay such fees directly.
26. Confidentiality; FERPA Re-disclosure. Family Education Rights and Privacy Act ("FERPA") prohibits the re-disclosure of confidential student information. Except in very specific circumstances, Contractor shall not disclose to any other party without prior consent of the parent/guardian any information or records regarding students or their families that Contractor may learn or obtain in the course and scope of its performance of this Contract. Any re-disclosure of confidential student information must be in compliance with the re-disclosure laws of FERPA. Contractor is not to re-disclose information without prior written notification to and written permission of RSD.
27. Security. Any disclosure or removal of any RSD matter or property by Contractor shall be cause for immediate termination of this Contract. Contractor shall bear sole responsibility for any liability including, but not limited to attorney fees, resulting from any action or suit brought against RSD because of Contractor's willful or negligent release of information, documents, or property contained in or on RSD property. RSD hereby deems all information, documents, and property contained in or on RSD property privileged and confidential.
28. Employee Removal. At RSD's request, Contractor shall immediately remove any Contractor employee from all RSD properties in cases where RSD in its sole discretion determines that removal of that employee is in RSD's best interests.
29. Remedies. In case of Contractor breach of this Contract, RSD shall be entitled to any other available legal and equitable remedies. In case of RSD breach, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.
30. Controlling Law; Venue. The parties agree that Oregon law will govern any dispute related to this Contract, and any litigation arising out of the Contract shall be conducted in courts located in Multnomah County, Oregon.
31. Amendments; Renewal. Any amendments, consents to or waivers of the terms of this Contract must be in writing and signed by both parties. The parties may renew this Contract by their signed, written instrument.
32. Counterparts. The parties may execute this Contract in counterparts, each of which constitutes an original and all of which comprise one and the same Contract. Counterparts may be delivered by electronic means.

33. Entire Agreement. When signed by both parties, this Contract (and any attached exhibits) is their final and entire agreement. As their final and entire expression, this Contract supersedes all prior and contemporaneous oral or written communications between the parties, their agents, and representatives. There are no representations, promises, terms, conditions, or obligations other than those contained herein.
34. Notices. All notices or demands of any kind required or desired to be given by RSD or Contractor must be in writing and shall be deemed delivered upon depositing the notice or demand in the United States mail, certified or registered, postage prepaid, addressed to the respective party at the addresses herein.
35. This contract may be terminated by either party with a 30-day written notice. The RSD can immediately terminate the Agreement if the Contractor and/or any of the Contractor's employees or agents endanger the health or safety of RSD students or employees.
36. Standards. Contractor shall meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services.
37. Performance. Should the Contractor fail to perform the scope of work or meet the performance standards of the RFP and/or contract, the Contracting Agency may (a) reduce or withhold payment under the contract, (b) require the Contractor to perform, at the Contractor's expense, any additional work necessary to perform the scope of work to meet the performance standards established under the contract, and/or (c) to declare a default of the resulting Contract, to terminate the resulting Contract, and to seek damages and other relief available under the resulting Contract and/or applicable law.

IN WITNESS WHEREOF, the parties do execute this Agreement, and except as provided above, the undersigned warrant to the other that they are executing this agreement pursuant to authority.

Reynolds School District #7

Contractor

Rachel Hopper
Chief Operating Officer

Contractor Signature

Date Signed

Printed Name

Title

Date Signed

----- **Review required for final authorization** -----

.....
Program Director

.....
Date Signed

.....
Site Manager

.....
Date Signed

☒ Account Code for applicable charges required for revenue, expense and pass thru funds.

☐ Board approval required if estimated charges exceed \$150,000 Board Approval Date.....

☐ Background check completed – required if in direct contact with students

☐ Certificate of Insurance Provided

APPENDIX B: NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT REQUEST FOR PROPOSAL

Executive/Superintendent Search Services

STATE OF _____ COUNTY OF _____

I, (Type/Print Name) _____, state that I am (Position 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 the 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. 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 the price(s), not approximate amount, 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 or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to any offer on any public solicitation, 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 **Reynolds School District** in awarding the Purchase Agreement for which this proposal is submitted. My firm understands that any

misstatement in this affidavit is and shall be treated as fraudulent concealment from **Reynolds School District** of the true facts relating to the submission of our proposal and award of a Purchase Agreement.

Signature

Subscribed and sworn to before me this _____ day of _____, 2017.

Notary Public

My Commission Expires

APPENDIX C: RFP FORM PAGE 1

RFP FORM PAGE 1

CERTIFICATION and CONTRACT OFFER

REQUEST FOR PROPOSAL

Executive/Superintendent Search Services

The undersigned proposer submits this proposal in response to the Reynolds School District's Request for Proposals (RFP) dated October 30, 2017, for the contract named above. The proposer warrants that proposer has carefully reviewed the RFP and that this proposal represents proposer's full response to the requirements described in the RFP. The proposer further warrants that if this proposal is accepted, the proposer will contract with the Reynolds School District, agrees to all terms and conditions found in the attached contract, and will provide all necessary labor, materials, equipment, and other means required to complete the work in accordance with the requirements of the RFP and contract documents.

The proposer hereby acknowledges the requirement to carry or indicates the ability to obtain the insurance required by the Professional Services Agreement. Indicate in the affirmative by initialing here: _

The proposer hereby acknowledges receipt of Addendum Nos. _____ through _____ to this RFP.

Name of Proposer: _____

Business Address: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

Authorized Signature: _____

Printed/Typed Name: _____

Title: _____

Date: _____

Note: Complete and execute this form and include as the first page of the proposal.

APPENDIX D: RFP FORM PAGE 2
PRICING
REQUEST FOR PROPOSAL
Executive/Superintendent Search Services

Proposer Signature:

Signature

Title

Company

Date

Street Address

City/State/Zip

Phone

Fax

Email address

Oregon State Unified Business Identifier Number (UBI) _____

Federal Tax Identification Number _____

Vendor's financial terms _____

The District reserves the right to waive proposal informalities and irregularities, and award to proposer deemed in the best interests of the District.

APPENDIX E: RFP FORM PAGE 3

REFERENCES

REQUEST FOR PROPOSAL

Executive/Superintendent Search Services

Company: _____

Our company has provided services/products of a similar nature to the following organizations:

- 1 Name of Organization _____
Website Address _____
Address _____
Contact Person _____
Phone _____
Email _____

- 2 Name of Organization _____
Website Address _____
Address _____
Contact Person _____
Phone _____
Email _____

- 3 Name of Organization _____
Website Address _____
Address _____
Contact Person _____
Phone _____
Email _____