

**Reynolds School District #7
Request for Proposals
Architectural--Engineering
Services for
District-Wide Facilities Master Plan**

Issued: March 15, 2019

**Deadline for Submittal of Proposals: April 5, 2019
Before 3:00pm**

Attention:

Procurement Specialist
Reynolds School District #7
1204 NE 201st Ave
Fairview, OR 97024

TIMETABLE

	Description	Date	Time
Request for Proposals	RFP Issue Date	March 15, 2019	4:00 PM
	Questions and Requests for Clarifications (please submit written questions via Email at rfp@rsd7.net)	March 27, 2019	3:00 PM
	Reynolds Response to Questions and Requests for Clarification	April 1, 2019	3:00 PM
	RFP Due Date	April 5, 2019	3:00 PM
Optional Interviews	Reynolds Notification of Finalists	April 8, 2019	4:30 PM
	Finalist Presentation/Interviews (if needed)	April 11, 2019	TBD
Award	Notice of Intent to Award	April 8-12, 2019	
	Contract Execution	April 16, 2019	
	Begin Engagement	April 22, 2019	

Award of contract is subject to Reynolds School District #7 and Respondent's ability to agree on contract terms in a timely manner.

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

OBJECTIVE OF THIS RFP

Reynolds School District is requesting sealed proposals from architectural firms to provide a District-wide Facilities Master Plan. Services will include facility condition assessments, including seismic evaluations, analysis of the District's facilities, land and physical plant operations in order to prioritize needs for modernization, replacement and growth.

Reynolds School District will consider proposals from individuals and firms or from multiple firms working as a team, provided one of the firms serves as the prime with single-source contractual liability for all other team members, including their services, equipment, supplies and all other components that go into making the work complete. The ideal individual or firm(s) will have expertise and experience in facilities master planning, experience in the public sector, and have worked with local school districts entities in Oregon.

Reynolds School District intends to enter into a contract with the successful proposer for district-wide facility master planning. These services will include identification of needs and costs for each facility, coordination with city planning processes, District stakeholders, District administration, and community groups.

BACKGROUND

Reynolds School District #7 serves over 11,000 students in 17 schools and approximately 1,100 employees located at multiple locations within the District. The District boundary serves five neighboring communities including Fairview, Troutdale, Wood Village, Gresham and Portland.

WRITTEN QUESTIONS, COMMENTS, ADDENDA

Upon release of this RFP, all communications shall be directed to the RFP Coordinator listed below. Unauthorized contact regarding this RFP with other District employees may result in disqualification. Any oral communications will be considered unofficial and non-binding on the District. Questions will be responded to in writing as outlined in the timeline. If, in the District's opinion, additional information or interpretation is necessary, such information will be supplied in the form of addenda. Addenda shall have the same binding effect as though contained in the main body of the request for proposals.

Procurement Specialist
1204 NE 201st Avenue
Fairview, OR 97024
RFP@rsd7.net

All interested firms shall monitor the District's website at WWW.Reynolds.K12.OR.US under the Bid/Quote Opportunities section to receive all written addendum and responses to questions.

PROPOSAL SUBMISSION

Interested firms may submit responses to this Request for Proposal by completing the documentation requested herein and submitting either printed or electronic copies within a sealed envelope clearly marked with the words **Reynolds School District Facilities Master Plan** to:

Master Plan RFP Committee
1204 NE 201st Ave
Fairview, OR 97024

Emailed versions of the proposal may also be accepted as long as the proposer verifies receipt of the email and attachments by the District. Proposals must be received no later than 3:00 pm, Pacific Daylight Time, April 5, 2019. Reynolds School District will not be liable in any manner for expenses incurred by the vendor(s) in response to this RFP.

Minority-owned and women-owned enterprises are encouraged to submit proposals in response to this solicitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award of any contract entered into pursuant to this advertisement.

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.

PROPOSAL FORMAT

Your response must be contained in a document not to exceed twenty (30) single sided pages, including pictures, charts, graphs, tables and text the firm deems appropriate to be part of the review of the firm's response. Resumes of key individuals proposed to be involved in this project are exempted from the 30-page limit and should be appended to the end of your response. Appended resumes of the proposed key individuals, along with a cover letter, table of contents, front and back covers, and blank section/numerical dividers, etc., will not be counted in the 30- page limit.

Information should be presented in the same order as the evaluation criteria. Your response must be signed by an officer of your firm with the authority to commit the firm. Proposal pages shall be numbered consecutively.

Reynolds School District may reject any submittal not in compliance with all prescribed public bidding procedures and requirements and may cancel this solicitation or reject for good cause, all responses upon a finding by Reynolds School District that it is in the public interest to do so.

Responses received after the closing date and time will not be considered.

SELECTION PROCESS

Proposers wishing to submit color copies of their proposal should submit five (5) copies of the proposal, with one (1) copy clearly marked as the original to Reynolds School District Facilities Master Plan, 1204 NE 201st Avenue, Fairview, OR 97024. Proposals must be received no later than April 5, 2019 at 3:00 PM PST. Emailed proposals will be accepted and printed in black and white for the committee to evaluate. It is the responsibility of the responder to ensure that their document is received at the correct location and on time.

The evaluation will consider how well the firm's skill, experience and approach meets the needs of the District as described in the firm's response to each requirement. It is important that the responses be clear and complete so that the evaluators can adequately understand all aspects of the proposal. The District intends to select the firm with the best combination of attributes based on the evaluation factors; ability to timely deliver services reputation; experience and approach. This RFP is intended to provide a standard base for proposers to propose the most appropriate and cost-effective solution for the District.

The District reserves the right to require that a selection of finalist firms make a presentation to a selection team. Once District staff has selected the firm which can best meet the District's needs, based on the evaluation factors, the District will negotiate the specific District system requirements with the selected firm, using the firm's proposal to determine the cost of the system components and options as determined in the sole discretion of the District.

The award recommendation may be submitted to the District Board of Education for their consideration according to Board Policy. The District is open to negotiating the terms and conditions related to the scope of work and related fees and costs. The District will proceed to negotiate a contract with the top-ranked firm.

By signing and returning a response, the proposer acknowledges they have read and understand the terms and conditions contained in the solicitation document and accept and agree to be bound by the terms and conditions.

SUBMITTAL REQUIREMENTS

1. **Cover Letter** A cover letter is required and shall not be longer than one page and shall not be numbered or included as part of the maximum number of pages.
2. **Firm Description and Experience (25 points)** Provide a brief description of your firm's history, the type of work you have specifically completed, and capabilities. If this is a joint venture, provide information for each of the firms involved. Provide the location of the office where these services will be provided. List key point of contact and project manager who will be responsible for working with the District throughout the master plan process. Describe your team's organizational structure. Describe your team's experience in master planning, facility assessment, facility analysis and any related land use processes. Describe your experience in dealing with local jurisdictions and specifically those relevant to this project. Provide examples of three projects completed in the past five years that reflect the capabilities of the firm relevant to facilities assessment and master planning.

3. **Personnel Qualifications and Experience** (15 points) Identify the key personnel in your firm who will be assigned to this project and give examples of their experience with similar facilities assessments and master planning. Describe their role, capabilities, education, licenses and certifications, and experience with similar projects. Identify the sub-consultants and their key personnel that you propose to use on this project. Describe their recent (past 5 years) experience, their specific role, and your firm's role in each of the sub-consultant's projects.
4. **Approach** (20 points) Describe your firm's knowledge and understanding of the project and your overall approach to complete the District Facilities Master Plan. Include a proposed schedule. Describe the deliverable that will be the outcome of the master plan process.
5. **Experience with Engagement** (20 points) Describe your firm's knowledge and experience working with the relevant jurisdictions and your methodology for engagement of the stakeholders in the facility assessment and master planning process. Provide examples of leading focus groups, conducting surveys, facilitating stakeholder discussions, graphic communication tools, and presentations.
6. **MWESB Participation** (10 points) Reynolds School District is dedicated to encouraging and awarding contracts to Minority-owned, Women-owned, and Emerging Small Business Enterprises (MWESB). Please describe the ownership of your firm and whether or not your firm is certified by the State of Oregon as MBE, WBE, or ESB. Provide certification number if applicable. Provide your work force demographics (number of employees, race, gender) and the measurable steps taken to ensure a diverse workforce including company policies and practices that promote the hiring and retention of women and ethnic minorities. Provide a history of contracting/ subcontracting with MWESB certified firms. Provide your strategy on how you plan to address and incorporate MWESB participation on this project.
7. **Rates** (10 points) Reynolds School District recognizes that it is difficult to provide a fee proposal from the information provided in an RFP of this nature. Describe the process that you propose to use to establish the fees for this work. What do you perceive to be the milestones for fee disclosure? Provide your project team's hourly rates.
8. **References** Provide the name, address, email, and phone number for three client references of similar projects who are knowledgeable about your process and work product. Reynolds School District may check with these references and/or may check with other references associated with past work of your firm.

ADDITIONAL REQUIREMENTS

Responders agree to comply with the legal requirements of the State of Oregon, the standard and customary professional responsibilities for institutional facility assessments and master plan services as well as any special conditions which are made part of this solicitation or which are subsequently negotiated.

Proposers shall be licensed in the State of Oregon to do the work required under this contract. Firms that are located within 100 miles of the District offices shall be considered as eligible to submit to this solicitation.

The awarded firm will be required to submit each individual on the team through a background screening to be eligible to visit the District school grounds.

CANCELLATION

Reynolds School District reserves the right to cancel award of a contract at any time before execution of the contract by both parties if cancellation is deemed to be in the District's best interest. In no event shall Reynolds School District have any liability for the cancellation of the award.

APPEALS

Firms who wish to appeal a disqualification of proposal or the award of contract may submit the appeal in writing to the District Business Office within seven (7) calendar days of the postmark on the Notice of Award or disqualification.

Appeals should be sent to the following address:

Master Plan RFP Appeal
Reynolds School District
1204 NE 201st Ave
Fairview, OR 97024

The appeal must describe the RFP and specific citation of law, rule or regulation upon which the protest is based. Include any and all supporting documentation. Neither the judgment used in the scoring by individual evaluators nor disagreement with the procurement process shall constitute grounds for appeal. The District will not consider any protest based on items that could have been or should have been raised prior to the deadline for submitting questions or requesting addenda. The filing of a protest shall not prevent the District from executing a contract with any other firm.

ATTACHMENT A
Scoring Sheet

(This score sheet is provided for your information only)

Reynolds School District 7
FACILITIES ASSESSMENT & MASTER PLAN SERVICES
EVALUATION SCORE SHEET

Proposer Name: _____ Reviewer: _____

Required Submissions:

Conformed with RFP requirements	Yes	No
Cover Letter	Yes	No
References	Yes	No

Review criteria:

POINTS:

1. Firm description and experience (25 points maximum)

2. Staff qualifications and experience (20 points maximum)

3. Approach (20 points maximum)

4. Experience with engagement (20 points maximum)

5. MWESB participation (5 points maximum)

6. Rates (10 points maximum)

_____ **TOTAL POINTS** (100 possible)

ATTACHMENT B
Signature of Duly Authorized Representative

Reynolds School District 7

FACILITIES MASTER PLAN SERVICES EVALUATION SCORE SHEET

The RFP must be signed in ink by an authorized representative of the Provider. Any alternations or erasures to the RFP must be initialed in ink by the undersigned authorized representatives.

The undersigned agrees and certifies that she/he:

- 1) Has read and understands all RFP instructions, specifications, and terms and conditions contained herein (including the attachments listed in this document);
- 2) Is an authorized representative of the Respondent; that the information provided in this RFP is true and accurate, and that providing incorrect or incomplete information may be cause for RFP rejection or contract termination;
- 3) Is bound by and will comply with all requirements, specifications, and terms and conditions contained herein; and
- 4) Will furnish the designated service in accordance with the RFP and contract.
- 5) PROVIDER WILL PROVIDE/FURNISH FEDERAL EMPLOYEE IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER WITH RFP INFORMATION.

Authorized Signature Date: _____

Authorized Name (type or print): _____

FEIN ID# or SS# (required): _____

Phone: _____

Fax: _____

Email: _____

ATTACHMENT C

Appendices

RFP AMENDMENTS

The District reserves the right to change the schedule or issue amendments to the RFP at any time. The District also reserves the right to cancel or reissue the RFP.

VENDOR'S COST TO DEVELOP PROPOSAL

Costs for developing proposals in response to the RFP are entirely the obligation of the vendor and shall not be chargeable in any manner to the District.

WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn at any time prior to the submission time specified in this RFP, provided notification is received in writing. Proposals cannot be changed or withdrawn after the time designated for receipt.

REJECTION OF PROPOSALS – WAIVER OF INFORMALITIES OR IRREGULARITIES

If deemed to be in the best interest of the District, the District reserves the right to reject any or all proposals, to waive any minor informalities or irregularities contained in any proposal, and to accept any proposal.

PROPOSAL VALIDITY PERIOD

Submission of the proposal will signify the vendor's agreement that its proposal and the content thereof are valid for 180 days following the submission deadline and will become part of the contract that is negotiated between the District and the successful vendor.

PUBLIC RECORDS

“Under Oregon state law, the documents (including but not limited to written, printed, graphic, electronic, photographic or voicemail materials and/or transcriptions, recordings or reproductions thereof) submitted in response to this request for proposals (the “documents”) become a public record upon submission to the District, subject to mandatory disclosure upon request by any person, unless the documents are exempted from public disclosure by a specific provision of law. If the District receives a request for inspection or copying of any such documents provided by a vendor in response to this RFP, it will promptly notify the vendor at the address given in response to this RFP that it has received such a request. Such notice will inform the vendor of the date the District intends to disclose the documents requested and affording the vendor a reasonable opportunity to obtain a court order prohibiting or conditioning the release of the documents. The District assumes no contractual obligation to enforce any exemption.”

CANCELLATION, DELAY OR SUSPENSION 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.

RIGHT TO AWARD OR REJECT

This RFP does not commit the Reynolds Schools District to award a contract. The District reserves the right to reject any and all proposals and negotiate a contract with one of the proposers. The District reserves the right to offer the contract to other than the low proposer based on evaluation criteria other than just cost.

INDEPENDENT CONTRACTOR

The relationship to the Reynolds Schools District of 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 who 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 Reynolds Schools District, and that the successful proposer at all times meets and will continue to meet the specific independent successful proposer standards of ORS 670.600. Among other obligations of successful proposer consistent with this status, 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.

COMPLIANCE WITH LAW

The successful proposer shall comply with all applicable federal, state, and local statutes, ordinances, administrative rules, regulations, and other legal requirements in performance of the work.

CONTRACT AWARD AND EXECUTION

The Reynolds Schools 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 has selected the vendor that can best meet the District’s needs, based on the evaluation factors, the District will negotiate the specific District system requirements with the selected vendor, using the vendor’s proposal to determine the cost of the project 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 project 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 work 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 Reynolds School 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 proposer. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

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, his 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 Reynolds School District, which company is admitted or otherwise licensed to do business in the State of Oregon.

A. Said insurance shall insure VENDOR for the benefit of the DISTRICT in not less than the amount of \$1,000,000 single limit liability for each occurrence, and aggregate coverage of not less than \$2,000,000.

B. 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.

C. Certificate of Insurance: VENDOR shall require its insurance carrier to provide to the Reynolds School 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 Reynolds School District. It is

agreed that no person shall perform any acts on behalf of VENDOR without having said insurance in full force and effect.

EQUAL OPPORTUNITY COMPLIANCE

The District is an equal opportunity employer and requires all proposers to comply with policies and regulations concerning equal opportunity.

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 physical handicap.

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.

OWNERSHIP OF DOCUMENTS

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

CONFIDENTIALITY OF INFORMATION

All information and data furnished to the proposed by the District, and all other documents to which the proposer's employees have access during the term of the contract, shall be treated as confidential to the District. Any oral or written disclosure to unauthorized individuals is prohibited.

ATTACHMENT C
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