



Finance Department
1204 NE 201st Avenue
Fairview, OR 97024
503-661-7200

Reynolds School District #7

REQUEST FOR PROPOSALS (RFP)

#RFP1516.001

OWNERS REPRESENTATIVE

Project Management Services for
2015 Bond Projects

PROPOSALS DUE:

July 2, 2015 | 2:00 PM PDT

Reynolds School District
RE: RFP – Owners Representative
1204 NE 201st Ave
Fairview, OR 97024

Submit questions to:
RSD_RFP@rsd7.net

REYNOLDS SCHOOL DISTRICT

Project Management Services for 2015 Bond Projects

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INTRODUCTION AND BACKGROUND

Reynolds School District invites written sealed proposals for project management services for the 2015 Capital Projects GO Bond that was recently passed on May 19th by Reynolds School District constituents.

Reynolds School District serves 11,722 students in 18 schools.

After a two-year facilities study, the facilities master plan was adopted in October 2014. A community task force then prioritized the projects. The bond measure would pay for \$125 million of the projects. The tax rate is estimated to be the same as the 2014 tax rate.

The District plans to replace three of its oldest schools on their current properties. Fairview and Troutdale elementary schools are 88 years old and Wilkes is 101 years old. According to the facilities study, the high school is over student capacity by 750 students. Proceeds from the bond would add classroom space, renovate science labs, and make technology and security improvements at all schools.

Specifically, this bond measure would allow the District to pay for capital construction and improvements to schools:

- Constructing, furnishing and equipping new elementary school buildings on their present sites of Fairview, Troutdale and Wilkes, including demolition and related site improvements.
- Construction, renovation, furnishing and equipping the high school including but not limited to new classrooms, modernization of science classrooms and labs, student common areas and related site improvements.
- Improvements to all schools through renovation, construction and equipment to create safe and secure vestibule entry ways and related site improvements.

The District has established a citizen oversight committee to ensure bond proceeds are only used for purposes indicated.

NOTICE TO PROPOSERS:

- Proposals shall be submitted to Reynolds School District in a sealed envelope and delivered to:
**Reynolds School District
RE: RFP – Owners Representative
1204 NE 201st Avenue
Fairview, OR 97024**
- Sealed proposals will be received until:
July 2, 2015 at 2:00 PM PDT
- The outside of the envelope shall be clearly marked:
Project Management Services for 2015 Bond Projects
- All proposals shall be clearly and distinctly typed or written with ink. No erasures are permitted.
 - Mistakes shall be crossed out and correction typewritten or written in ink adjacent thereto and initialed in ink by the party signing the proposals or a confirmed authorized representative.
 - If a response is not legible, Reynolds School District may determine that the proposal is non-responsive.
- All proposals shall be in the format requested and/or furnished by Reynolds School District, herein after referred to as District, or they may be rejected by the District.
- It shall be the proposer's responsibility to ensure that the proposal is delivered to the District at the specified address above before the time and date set for proposal closing as noted in the solicitation.
- District will not be responsible for proposals delivered to any location other than the address listed above. Proposals delivered to another address will be considered non-responsive.
- Each proposal package will consist of:
 1. Schedule, Scope of Work and Specifications
 2. Proposal Terms and Conditions
 3. Proposal Forms and Attachments
- Proposal documents may be obtained via an email request to RSD_RFP@rsd7.net

The District may, for good cause, reject any or all proposals upon a finding it is in the public interest to do so and to rescind the award of any contract at any time before the execution of said contract by all parties with no liability against the District.

Each proposer by the submission of a proposal assents to each and every term and condition set forth anywhere in these specifications and agrees to be bound thereby.

PROJECT BUDGET AND FUNDING

This project is funded by the successful passage of the May 19th, 2015 bond measure 26-164. The anticipated total budget for the 2015 Bond projects is approximately \$125 million.

PROPOSAL AND AWARD TIMELINE:	
June 16, 2015	RFP issued
June 22, 2015	Mandatory Pre-proposal meeting at 2:00 PM PDT*
June 25, 2015	Last Day for submittal of questions**
July 2, 2015	Proposals due by 2:00 PM PDT
July 7, 2015	Proposer Presentations (tentative 11 AM – 3 PM PDT)
July 8, 2015	Notification of Apparent Successful Proposer
July 15, 2015	Post-Selection Review Ends
July 15, 2015	Send Proposed Contract to Successful Proposer
August 12, 2015	Board Meeting and Contract Approval

The District reserves the right to modify this schedule at its discretion. Proper notification of changes in the response schedule will be made via addendum.

*Proposers must attend and sign in for the Mandatory pre-proposal meeting with the District. This meeting will be held at **Reynolds Online Academy Edgefield Building A, located at 2408 SW Halsey Street, Troutdale, Oregon 97060 on June 22, 2015 at 2:00 PM PDT.**

**Questions must be submitted in writing to RSD_RFP@rsd7.net

SCOPE OF SERVICES

The project management firm, partnership, or individual will provide, under the direction of the Superintendent or designee, management services for the projects included in the “List of Anticipated Projects” section of this proposal request (page 14). The firm or individual will represent the District’s interests throughout all phases of the work. The District expects that representative(s) of the management firm, partnership, or individual will develop and maintain a cooperative team approach with all other parties associated with the projects throughout all phases of the work.

1. Services Required

- a. Act as District’s representative during all designated phases of the capital projects.
- b. Provide and distribute, throughout all phases, management reports detailing project progress, schedule and financial status.
- c. Assist the District in creation and implementation of format(s) to disseminate this information to the public at large.
- d. Attend public meetings as a representative of the District.
- e. Establish an in-District capital construction office, including maintenance of related records, documentation, design data, drawings, correspondence, etc., pertaining to the construction program.
- f. Provide management to ensure compliance with all public entity rules and regulations.
- g. Provide periodic presentations/tours as directed by the District.
- h. Assist the District with the procurement of A & E services via RFQ public procurement.
- i. Assist the District with the development of a long range facility maintenance program and associated budget for all property owned by Reynolds School District.

2. Conceptual Planning Phase

- a. Develop an overall management plan for all projects to include a preliminary master

schedule, critical dates, preliminary contracting strategy for all projects, and other pertinent issues.

- b. Review projects and develop a program master budget.
- c. Develop a project reporting, communications, and documentation system to include progress, schedule, financial, and other information to be distributed to appropriate parties throughout all phases of the work.
- d. Develop procedures for administration of the projects.
- e. Develop and negotiate consultant contracts in conjunction with District's staff when requested.
- f. Manage District consultants to obtain required survey and soil tests.
- g. Assist in site selection and evaluation as required.

3. Schematic Design Phase

- a. Provide general direction to the project consultants and architects. Monitor their activities, and review all consultant products. Review and recommend the payment of consultant billings.
- b. Monitor design schedule. Monitor the design process by reviewing design documents for thoroughness, code compliance. Review cost estimates for each project in each phase of the design process.
- c. Assist with value engineering and energy efficiency design protocols. Assist with constructability analysis.
- d. Coordinate the design process with the master schedule.
- e. Work with the District and other consultants on the development of the Division 1 (Front End) Specifications for the administration of work during the construction process.
- f. Assist with bid package format (designation of additive and deductive alternates, etc.).
- g. Identify long lead items and collaborate on processes to insure timely delivery in alignment with the master project schedules.
- h. Assist A/E firm in permitting projects.

4. Design Development Phase

- a. Confirm final selection of components and systems.
- b. Assist with establishment of bidding schedule.
- c. Establish general conditions planning.
- d. Coordinate with governmental agencies and utilities.
- e. Refine project budgets.
- f. Evaluate and identify prospective responsible general contractors available to bid on projects.

5. Contract Document Review

- a. Conduct final pre-bid review of project manual(s), plans, and specifications.
- b. Assist in preparation of instructions to bidders.

6. Bidding and Contract Award Phase

- a. Consult with the District and its consultants regarding bid document preparation, bidding strategies, evaluation of bids, and notification of qualified bidders.
- b. Take part in pre-bid conferences.
- c. Assist District in evaluation of bid responses and bid award in alignment with project master budgets.
- d. Set disbursement schedules with contractor(s).

7. Construction Phase

- a. Attend periodic construction meetings. Monitor general and subcontractor's work to assure conformance to codes and project design specifications.
- b. Prepare and coordinate preparation of periodic progress and financial information reports required by the District; periodically brief District staff and the School Board on project status, progress, and financial aspects.
- c. Confirm work completed and materials received, review and recommend progress payments.
- d. Communicate change orders and construction change directives to the Superintendent or designee for authorization.
- e. Work with general contractor to assure site safety and security during construction.
- f. Track and communicate the District occupancy schedule(s).
- g. Assist with punch list development.
- h. Confirm substantial completion, temporary occupancy, and final occupancy.
- i. Ensure training of District staff on building systems and turnover process.

8. Post Construction Phase

- a. Participate in construction contract close-out activities including final payment and release of retainage.
- b. Assist with documentation of warranty issues for ongoing administration by District staff.
- c. Provide final project close-out financial information with comparator(s) to master project budget(s).

9. Other Services

- a. Assist the District in tasks as directed by the Superintendent or Chief Financial & Operations Officer
- b. Assist the District in communicating with its staff, community as specifically directed by the District.

PROPOSAL CONTENT FOR EVALUATION

The Proposers shall provide the following information, clearly separated by tabs, in the order listed below. Each point will be scored by the number of points listed next to the information. The points listed are the maximum amount that can be given during evaluation.

1. Firm Background (10 points)

Describe your firm including ownership structure, service area, volume of project management services, and length of time in the industry, financial stability, and availability to the project locale.

2. Local Involvement (15 points)

Describe your firm's familiarity with the local communities and jurisdictions that Reynolds School District resides in. Provide specific examples of your track record.

3. K-12 Experience and Past Performance (25 points)

Provide experience over the past five (5) years in similar K-12 facilities and locations in Oregon, clearly noting work performed coordinating multiple simultaneous projects solely and directly by proposing firm. Provide reference contact person and telephone number for these projects.

4. Staffing Plan (10 Points)

This section should contain a detailed and specific discussion of your firm's proposed staffing plan, clearly stating who would be assigned to these projects and for how long. Include an organizational chart, staff roles, resume and other relevant biographical information as deemed necessary.

5. Approach (25 points)

Provide a general discussion of your management philosophy. Include a description of your firm's involvement from the planning phase through the completion of K-12 construction projects. Describe how you will manage and staff the job to ensure your understanding of local issues and outline your planned availability throughout the project. Also describe how you, as the District's representative, will develop and maintain a cooperative team over multiple programs spanning several years. Provide specific examples of your methods to insure quality, budget and schedule controls utilizing an inclusive, team-oriented processes.

6. Justification (15 points)

Provide a demonstrated reason why your firm wants to assist Reynolds School District and why the District should place their trust in your firm. Discuss in detail your staff's ability to meet the requirements of the scope of services outlined in this RFP and include comments on any additional services your firm can provide beyond those specified.

7. Certification (Yes/No)

Provide fully executed copies of Certificate of Compliance, Bidder/Proposer Residency Statement and Certificate of Non-Discrimination.

EVALUATION AND SELECTION PROCESS

The proposals shall be subjectively evaluated by the Selection Committee with points assigned based upon the criteria in this RFP. Those proposals submitted that do not meet mandatory requirements outlined in the Instructions to Proposers will not be evaluated.

The role of the Selection Committee shall include a complete review of all documents and information submitted. The Selection Committee will invite recommended finalists for interviews based solely upon its evaluation of the selection criteria. If the Committee elects to interview finalists, the final recommendation will be based on the majority opinion of the interview panel. The Selection Committee, at its sole discretion may forego the interview process.

The Selection Committee will forward a recommendation for selection of one firm to the District's Board of Education for consideration of award. Selection of the successful firm will be entirely at the discretion of the District, and the District reserves the right to waive minor irregularities in the selection process and to reject any and all proposals.

Selection Committee members may not be contacted or solicited by any firm or individual submitting proposals during the proposal solicitation and review process, with the exception of the facilitator, Rachel Hopper, COO in accordance with the directions herein.

PROPOSAL REQUIREMENTS AND CONTENTS

Proposals shall comply with the following, and where the Proposer is asked to provide information there shall be a full discussion (and attachments where necessary):

1. Format

Proposals, including attachments shall not exceed thirty (30) standard size (8½" x 11") pages in length, single sided, minimum 11-point font. Proposers shall provide one (1) original and five (5) bound copies of the proposal plus one electronic copy on a thumb drive. Divider sheets, void of specifics related to the proposal content and evaluation, are required. Divider sheets will not be included in the page count. **Facsimile or e-mailed transmissions will not be accepted.** The title page or cover letter must include the date, the solicitation name, the Proposer's name, contact person, telephone number, email address and complete mailing and street address.

2. Acceptance of Proposal Specifications, Terms and Conditions

The successful Proposer acknowledges and accepts that the specifications listed in this RFP and no others will control any contract awarded unless the successful Proposer expressly states, in whole or by reference, alternate terms or conditions which the successful Proposer wishes the District to consider. Any such alternate terms or conditions will constitute a variance and if found material, may subject the Proposal to rejection. Any referenced alternate terms or conditions shall be attached to the Proposal for consideration by the District.

3. Compliance with Applicable Laws

In connection with this RFP and the contract, Proposers shall comply with all applicable laws in all aspects in connection with the procurement process of this project and the performance of the contract whether such laws are stated herein or not.

4. Insurance Coverage

The selected Project Manager shall furnish Certificates of Insurance meeting contract specifications.

5. Contract Detail

Attached are the contract forms that shall be used for the selected Proposer's engagement. A Proposer may suggest additions to be considered as part of the Proposal. However, it will be considered a positive thing for a Proposal to contain no suggested additions. By submitting a Proposal a Proposer conclusively agrees to the use of such forms and to confine negotiations to the spaces indicated by District as "to be determined" or to those terms for which the Proposer indicates a suggested change in the Proposal. No other negotiations over the form of the contract shall be allowed.

The District reserves the right to enter into negotiations with the successful proposer on the final contract amounts and services, inclusive of proposed additional services. If an agreement cannot be reached, the District will open negotiations with the next ranked Proposer. The District reserves the right within its sole discretion to terminate negotiations with the Proposer when it appears to the District that negotiations are not going to be fruitful.

6. Delayed Proposal Closing Time/Proposal Opening

The time and date set for the proposal closing and proposal opening will advance to the same time on the District's next business day in the event that weather or other contingency causes the District to be officially closed at the time and date set for the proposal closing and proposal opening.

7. Investigation

The Proposer shall make all investigations necessary to be informed regarding the service(s) to be furnished.

8. Late Proposals

Proposals received after the time and date set for proposal closing will be returned to the proposer unopened.

9. Modifications of Proposal before Award

Proposals, once submitted, may be modified in writing if the modification is received in the office of the Chief Financial & Operations Officer prior to the time and date set for proposal closing (see page 1). Any modifications shall be prepared on a Company letterhead, signed by the party signing the proposal or a confirmed authorized representative and state that the new document supersedes the prior proposal. This modification document must thereafter be accepted by the District in writing. The envelope containing any modification to a proposal shall be marked as follows:

- "Proposal Modification"
- Proposal Number
- Proposal Title
- Letter must be addressed to: Reynolds School District , Attn: Rachel Hopper, Chief Financial & Operations Officer, 1204 NE 201st Avenue, Fairview, OR 97024

10. Oregon business registration.

ORS 60.701 requires that foreign corporations be registered in the State of Oregon, through the Office of the Secretary of State, before conducting business in Oregon. A foreign corporation (see ORS 60.001) means a for-profit corporation incorporated under a law other than the laws of the state of Oregon. This registration must be accomplished prior to Contract execution. The current status of the Proposer in this regard shall be stated in the Proposal.

11. District's Rights

The District may investigate the qualifications of any Proposer under consideration, may require confirmation of information furnished by a Proposer, and may require additional evidence of qualifications to perform the work described in this RFP.

The District reserves the right, in its sole and absolute discretion and without recourse by Proposers, to take any of the following actions:

- a. Reject any or all Proposals
- b. Issue a new RFP
- c. Cancel, modify, or withdraw the RFP
- d. Issue addenda, supplements, and modifications to this RFP
- e. Modify the RFP process (with appropriate notice to proposers)

- f. Appoint a selection committee and evaluation teams to review RFP's and seek the assistance of outside technical experts in the response evaluations
- g. Hold meetings and exchange correspondence with the Proposers to seek an improved understanding and evaluation of the responses
- h. Seek or obtain data from any source that has the potential to improve the understanding and evaluation of the responses
- i. Waive minor irregularities in responses
- j. In the negotiations for the contract with the selected proposer to change the dates for performance from that set forth in Section III hereof
- k. Refuse to issue a contract at all.

The District is not obligated to enter into any contract, and under no circumstances shall it have any obligation to pay for any costs or expenses incurred by any Proposer in the preparation or submission of a response to this RFP or in anticipation of a contract.

Proposers are solely responsible for all costs and expenses of any nature associated with responding to this RFP, attending briefing(s), providing supplemental information, and all subsequent costs and expenses. By submitting a response to this RFP, a Proposer disclaims any right to be paid for such costs by the District or anyone else.

12. Proposal Validity

All proposals shall remain valid for a period of 90 days following the RFP deadline.

13. Protest of Proposal Specifications of Terms and Conditions*

Protests of proposal specifications or terms and conditions shall be presented to the Chief Financial & Operations Officer in writing at least five (5) calendar days prior to proposal closing. Such protest shall include the reason(s) for protest and any proposed changes. If, in the opinion of the District, a change is required for the Request for Proposals (RFP), an addendum will be issued. Envelopes containing protests shall be marked as follows:

- "Protest RFP"
- Proposal Number
- Proposal Title
- Letter must be addressed to: Reynolds School District , Attn: Rachel Hopper, Chief Financial & Operations Officer, 1204 NE 201st Avenue, Fairview, OR 97024

14. Protest of Proposal Award*

Protests of proposal award shall be presented to the Chief Financial & Operations Officer in writing within seven (7) calendar days after notice of Intent to Award is published. Such protest shall include the reason(s) and evidence for protest, alleged damages and remedial action requested. The District shall consider and respond in writing in a timely manner. If, in the opinion of the District, a change is required for the Request for Proposals (RFP), an addendum will be issued. Envelopes containing protests shall be marked as follows:

- "Protest Award"
- Proposal Number
- Proposal Title
- Letter must be addressed to: Reynolds School District , Attn: Rachel Hopper, Chief Financial & Operations Officer, 1204 NE 201st Avenue, Fairview, OR 97024

** A written protest that is not specific enough to comply with the terms of this Section will not be considered.*

Any protest not set forth in writing within the time limits specified in this RFP shall not be considered.

Except as otherwise stated above, Proposer's are directed to OAR 137-048-0240 for additional protest procedures.

15. Publicity

News releases relating to this RFP will not be made without prior approval by, and in coordination with the District.

16. Written Questions, Comments and Addenda, Rules of Contact

Questions and comments pertaining to this solicitation must be submitted in writing according to the Proposal and Award Timeline to: Reynolds School District , Attn: Rachel Hopper, Chief Financial & Operations Officer, 1204 NE 201st Avenue, Fairview, OR 97024

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. The successful Proposer shall acknowledge receipt of all addenda issued, either with the proposal, or separately, in writing, prior to the time and date set for proposal closing. Addenda shall be sent within a reasonable time to allow prospective proposers to consider them in preparing their proposals.

ORAL INSTRUCTION OR INFORMATION CONCERNING THE INVITATION FOR PROPOSALS OR THE PROJECT GIVEN OUT BY OFFICERS, EMPLOYEES OR AGENTS OF THE DISTRICT TO PROSPECTIVE PROPOSERS SHALL NOT BIND THE DISTRICT AND SHALL NOT BE RELIED UPON.

Other District employees or agents, including the Selection Committee shall not be contacted once the RFP is issued and until a final selection and award is made.

ATTACHMENTS & EXHIBITS PAGES 13-26**LIST OF ANTICIPATED PROJECTS**

The District plans on replacing three Elementary Schools, upgrading school facilities to increase security, improved classroom environments all resulting in increasing educational efficiencies.

Specifically, the anticipated projects are as follows:

SAFETY + SECURITY UPGRADES – Including entry vestibule modifications.

- Alder ES, Davis ES, Glenfair ES, Hartley ES, Margaret Scott ES, Salish Ponds ES, Sweetbriar ES, Woodland ES; , HB Lee, Reynolds and Walt Morey Middle Schools; Reynolds Learning Academy–West, and Edgefield Campus

School Replacement – The following existing school facilities will have new buildings constructed on available land on that site. Demolition of the current building and required site work will complete the project scope.

- **FAIRVIEW ELEMENTARY**
Current Capacity: 515
New Capacity: 570
- **WILKES ELEMENTARY**
Current Capacity: 451
New Capacity: 527
- **TROUTDALE ELEMENTARY**
Current Capacity: 394
New Capacity: 450

Repairs and Renovations

- **REYNOLDS HIGH**
18 new classrooms, restrooms, secure controlled access entrance and automatic door locks, relocate student support services accessed by parents and community to the front entrance of the building, expanded cafeteria commons.

REYNOLDS SCHOOL DISTRICT
Certification of Compliance

I/we have received and reviewed the RFP and any Addenda issued by the Reynolds School District and this submission is our entire proposal.

Firm Name: _____

Authorized Signature: _____

Printed Name: _____

Date: _____

Addenda Received: _____

REYNOLDS SCHOOL DISTRICT Proposer Residency Statement

Pursuant to ORS 279A.120, Oregon's reciprocal Preference Law, public contracting agencies shall, for the purposes of determining the lowest responsible Bidder/Proposer and the awarding of a contract, add a percent increase on the bid of a non-resident Bidder/Proposer equal to the percent, if any, of the preference given to that Bidder/Proposer in the state in which the Bidder/Proposer resides.

As defined in ORS 279A.120, "Resident Bidder/Proposer" means a Bidder/Proposer that has paid unemployment taxes or income taxes in this state in the twelve calendar months immediately preceding submission of the bid, has a business address in this state, and has stated in the bid whether the bidder/proposer is a "Resident Bidder/proposer". A "non-resident Bidder/Proposer" is a Bidder/Proposer who does not meet the definition of a "Resident Bidder/Proposer" as stated above.

Bidder is Resident ☐ or Non-Resident ☐ and is a resident of _____ (State) as set forth above. If a Resident Bidder/Proposer, enter your Oregon Business address below:

Bidder/Proposer hereby certifies that the information provided is true and accurate.

Bidder/ Proposer Company Name:			
Street Address:			
	City:	State:	Zip Code:
Toll Free Telephone:	Telephone:	Fax:	
Federal I.D. or Social Security #:		E-Mail:	
Type or Print Name of Person Signing:		Title:	
Authorized Signature:			

**REYNOLDS SCHOOL DISTRICT
Certificate of Non-discrimination**

Pursuant to ORS 279A.110, discrimination in subcontracting is prohibited. Any contractor who contracts with a public contracting agency shall not discriminate against minority, women or emerging small business enterprises in the awarding of contracts.

By signature of the authorized representative of the Bidder/Proposer, the Bidder/Proposer hereby certifies to Reynolds School District that this Bidder/Proposer has not discriminated against minority, women, or emerging small business enterprises in obtaining any subcontracts; and, further, that if awarded the contract for which this bid or proposal is submitted, shall not so discriminate.

Date: _____

Signature: _____

Printed or Typed Name: _____

Name of Firm: _____

Exhibit A - Sample
REYNOLDS SCHOOL DISTRICT
Project Management Proposal Evaluation Score Sheet

Firm Name: _____

Reviewer: _____

Date: _____

Required Submissions:

Conformance with RFP Requirements	Yes / No
Certificate of non-Discrimination	Yes / No
Certificate of Compliance	Yes / No
Residency Statement	Yes / No

Notes:

Review criteria:

1. Background

(10 points maximum) _____

Comments: _____

2. Local Involvement

(15 points maximum) _____

Comments: _____

3. K-12 Experience & Past Performance/References

(25 points maximum) _____

Comments: _____

4. Staffing Plan

(10 points maximum) _____

Comments: _____

5. Approach

(25 points maximum) _____

Comments: _____

6. Justification

(15 points maximum) _____

Comments: _____

TOTAL POINTS (100 possible) _____

Additional Notes:

Reviewer's Initials _____

Exhibit B - Sample
REYNOLDS SCHOOL DISTRICT
Personal Services Contract

This Contract is between Reynolds School District, hereinafter called District, and _____, hereinafter called Contractor. The District's supervising representative for this Contract is Rachel Hopper, Chief Financial & Operations Officer.

1. Effective date and duration.

This Contract shall become effective on the date at which every party has signed this Contract. Unless earlier terminated or extended, this Contract shall expire when Contractor's completed performance has been accepted by District or on the _____ day of _____, ____ [if an end date is not applicable, insert "not applicable"]. However, such expiration shall not extinguish or prejudice District's right to enforce this Contract with respect to: (i) any breach of contract or warranty; (ii) any incomplete or remaining performance required of the Contractor under this Contract, or (iii) any default or defect in performance that has not been cured.

2. Statement of work

The statement of work is contained in Exhibit A attached hereto and by this reference made a part hereof.

3. Consideration

- a. District agrees to pay Contractor, from available and authorized funds [*check appropriate box*] ☐ the sum of \$ _____ ☐ the _____ rate of \$ _____, ☐ such rate as is set forth in the Addendum attached hereto, for accomplishing the work required by this Contract. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is \$ _____ [if not applicable, insert "not applicable"].
- b. Any interim payments to Contractor shall be made only in accordance with the schedule and requirements in Exhibit A.

4. Terms and Conditions.

Attached hereto and incorporated as part of this Contract are: Exhibits A and B; the Terms and Conditions for Personal Service Contract; and any Addenda entered into by the parties.

5. Contractor Data and Certification

Name (tax filing): _____

Address: _____

Business designation (check one):

<input type="checkbox"/>	Corporation	<input type="checkbox"/>	General Partnership	<input type="checkbox"/>	Sole Proprietorship
<input type="checkbox"/>	Governmental/Non-Profit	<input type="checkbox"/>	LLC	<input type="checkbox"/>	LLP

Federal Tax ID # or SSN #: _____

[The above information must be provided prior to contract approval. This information will be reported to the Internal Revenue Service under the name and taxpayer I.D. number submitted. (See IRS 1099 for additional instructions regarding taxpayer numbers). Information not matching IRS records could subject Contractor to 31 percent back up withholding].

A. Contractor, under penalties of perjury, does hereby certify that (a) the business designation above is correct and the number shown on this form is the correct taxpayer I.D. number, and (b) Contractor is not subject to back up withholding because (i) Contractor is exempt from back up withholding or (ii) Contractor has not been notified by the Internal Revenue Service that Contractor is subject to back up withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that Contractor is no longer subject to back up withholding.

B. Contractor, under penalty of perjury, does hereby certify that Contractor is not in violation of any Oregon tax laws, that Contractor is authorized to conduct business in the State of Oregon, and that all representations and certifications set forth in all Exhibits and Addenda attached hereto are truthful and accurate.

By signing below, the parties agree to all terms of this Contract and of any Exhibits, Attachments, and Addenda.

Signed by Contractor:	_____	_____	_____
	Signature/Title	Date	
Approved by District:	_____	_____	_____
	Signature/Title	Date	

REYNOLDS SCHOOL DISTRICT

Terms and Conditions | Personal Services Contract

1. Independent contractor; responsibility for taxes and withholding; retirement system status

- A. Contractor shall perform the work required by this contract as an independent contractor. Although the District reserves the right (i) to determine (and modify) the delivery schedule for the work to be performed and (ii) to evaluate the quality of the completed performance, the District cannot and will not control the means or manner of the Contractor's performance. The Contractor is responsible for determining the appropriate means and manner of performing the work.
- B. The Contractor represents and warrants that Contractor (i) is not an employee of the State of Oregon, (ii) is not currently employed by the federal government, and (iii) has truthfully completed that portion of Exhibit B which is related to contractor information. Contractor is not an "officer," "employee," or "agent" of the District, as those terms are used in ORS 30.265.
- C. Contractor shall be responsible for all federal or state taxes applicable to any compensation or payments paid to Contractor under this Contract. Contractor is not eligible to receive from District any payment or withholding for federal Social Security, unemployment insurance, workers compensation or public employee retirement system benefits.

2. Subcontracts and Assignment

Contractor shall not enter into any subcontracts for any of the work required by this contract, or assign or transfer any of its interests in this contract, except as may be expressly authorized by District in writing. In the event of a subcontract, it shall expressly state that it is subject to the terms and conditions hereof.

3. Key Personnel

- A. Contractor shall provide to the District a list of the proposed Key Personnel to be assigned to the Project. This list shall include such information on the professional background of each Key Person as may be requested by the District. If any Key Person becomes unavailable to the Contractor, the Parties shall mutually agree upon an appropriate replacement. Without prior notice to, and the written consent of the District, the Contractor shall not
 - i. Re-assign or transfer any Key Person to other duties or positions so that the Key Person is unable to fully perform his or her responsibilities under the Contract;
 - ii. Allow any Key Person to delegate to anyone his or her performance of any management authority or other responsibility required under the Contract; or;
 - iii. Substitute any Key Person. Any of these actions shall constitute a material breach of the Contract. Additionally, the Contractor shall remove any individual or Sub-consultant from the Project if so directed by the District in writing following discussion with the Contractor, provided that Contractor shall have a reasonable time period within which to find a suitable replacement.

4. Termination

- A. This contract may be terminated at any time by the District upon fifteen days' written notice, without cause.
- B. In addition, District may terminate or modify this contract, in whole or in part, effective upon delivery of written notice to Contractor, or at such later date as may be established by District, under any of the following conditions:
 - i. If District funding is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services;
 - ii. Contractor's failure to maintain any license or certificate required by law or regulation to be held by Contractor to provide the services required by this Contract.
- A. Time is of the essence of Contractor's performance of each and every obligation and duty under this Contract. In the event of default or breach, District may at any time terminate the whole or any part of this Contract by written notice to Contractor.
- B. In the event of termination by District without cause, Contractor shall be paid in accordance with the terms of this Contract for services provided, together with all costs arising out of such termination.
- C. Under no circumstances shall Contractor be entitled to claim, or receive compensation for, anticipated profits or lost opportunity.
- D. Except as limited by the terms hereof, the rights and remedies of either party provided for in this Section are not exclusive and are in addition to any other rights and remedies provided to the parties by law or under this Contract.

5. Records maintenance; access

Contractor shall maintain all records pertinent to this Contract in such a manner as to clearly document Contractor's performance hereunder. Contractor acknowledges and agrees that District, and its duly authorized representatives shall upon request have immediate access to all fiscal records and to all other books, documents, records, papers, time records, subcontractor's records, plans and writings that are pertinent to this Contract for the purpose of performing examinations and audits, and making excerpts and transcripts.

6. Compliance with applicable law

- A. Contractor shall comply with all federal, state and local laws and ordinances applicable to the work under this Contract. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with (i) Title VII of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans With Disabilities Act of 1990; (iv) ORS 659.425, and all regulations and administrative rules established pursuant to those laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- B. Persons employed under this Contract shall receive at least time and a half pay for work performed

on legal holidays and for all overtime work in excess of 40 hours in any one week, except for individuals who are excluded under ORS 653.010 to 653.261 or under 29 USC 201 to 209 from receiving overtime.

- C. The parties enter this Contract with the expectation that prevailing wages do not apply to any of the work hereunder. However, if at any time it is determined that prevailing wages (whether state or federal) were, or are, required to be paid any persons, Contractor shall have the sole responsibility therefore, without reimbursement or other extra compensation from District, and Contractor shall indemnify, defend, and hold harmless the District from any liability therefore.

7. Standard of care

The services provided by the Contractor to District under this Contract will be performed in accordance with the Contract and in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the State of Oregon. Such standards are in lieu of any warranties not expressly set forth herein.

8. Contractor's registration

The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.

9. Governing law

This Contract shall be governed and construed in accordance with the laws of the State of Oregon. Any and all litigation arising out of this contract shall be initiated and tried in the Circuit Court of the State of Oregon for Umatilla County.

10. Indemnity

Contractor shall indemnify and defend District from, and reimburse District for, any cost, claim, loss, or liability suffered directly or from a third-party claim arising out of or related to any activity of Contractor whether or not the activity is in breach of this Contract.

11. Insurance

During the term of this Contract, Contractor shall maintain in force at its own expense, insurance as follows:

- A. If Contractor has one or more workers, as defined by ORS 656.027, Contractor shall provide workers compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers compensation coverage for all their subject workers.
- B. Professional liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000.00 for each claim, incident or occurrence. This is to cover damages caused by error, omission or negligent acts related to any professional services to be provided under this Contract.
- C. General liability insurance with combined single limits, or the equivalent, of not less than \$2,000,000.00, for each occurrence for bodily injury and property damage. The policy shall

include contractual liability coverage for the indemnity provided under this Contract. It shall provide that the District and their officers, employees, and agents are additional insured's but only with respect to the Contractor's services to be provided under this Contract.

- D. Automobile liability insurance with a combined single limit, or the equivalent, of not less than \$2,000,000.00 for each accident for bodily injury and property damage, including coverage for owned, hired or non-owned vehicles, as applicable.
- E. Notice of cancellation or change. There shall be no cancellation, material change, reduction of limits or intent not to renew any of the insurance coverage's without thirty days' written notice from the Contractor or its insurer to District.
- F. Certificates of insurance. As evidence of the insurance coverage's required by this Contract, the Contractor shall furnish acceptable insurance certificates to District prior to the commencement of services under this Contract. The certificate will specify all of the parties who are additional insureds, and shall acknowledge the limitations on cancellation or change set forth in the preceding paragraph. If requested, complete copies of insurance policies shall be provided to the District. The Contractor shall be financially responsible for all pertinent deductibles.

12. Attorney's fees

In the event of any litigation, whether a trial or an arbitration, to interpret or enforce this Contract, the prevailing party shall be entitled to recover from the other party its costs, disbursements, expert witness fees, and attorney's fees at trial and on any appeal or review.

13. Severability

The parties agree that if any terms or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

14. Waiver

The failure of a party to enforce any provision of this Contract shall not constitute a waiver by that party of that, or any other, provision.

15. Merger clause

THIS CONTRACT, THESE TERMS AND CONDITIONS, AND THE ATTACHED EXHIBITS AND ANY ADDENDA CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES. No waiver, consent, modification or change of the terms of this Contract shall bind either party unless in writing and signed by both parties.

Exhibit C**BASIC SERVICES AND ADDITIONAL SERVICES COMPENSATION SCHEDULE**

For Basic Services and Additional Services, Owner's Representative/Project Manager shall be compensated as follows:

1. Personnel assigned to the Project will be billed to the Owner for time spent at the following hourly billing rates:
 - a. Project Executive
 - b. Program Manager
 - c. Senior Project Manager
 - d. Project Manager
 - e. Assistant Project Manager
 - f. Senior Construction Manager
 - g. Construction Manager
 - h. Assistant Construction Manager
 - i. Senior Cost Analyst
 - j. Clerk
 - k. Technical Support
2. Reimbursable Expenses will be billed at actual cost.