

Seaside School District

REQUEST FOR PROPOSALS for Construction Management Services

SEASIDE SCHOOL DISTRICT 10
SEASIDE, OREGON

Proposals Due Date: December 27, 2016
Proposal Due Time: 3:00 pm, PST
Proposal Opening: Seaside School District
District Office
1801 South Franklin Street
Seaside, OR 97138

Contact: Justine Hill
Telephone: (503)738-5591
Email: jhill@seaside.k12.or.us

Mailing Address: Seaside School District
Business Office
1801 South Franklin Street
Seaside, OR 97138

FAXED OR LATE PROPOSALS WILL NOT BE ACCEPTED

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For more information or for clarification of any part of this RFP the District point of contact is Justine Hill, Business Manager, 1801 South Franklin Street, Seaside, Oregon 97138, jhill@seaside.k12.or.us. Questions must be in writing and must be submitted NO LATER than December 14, 2016 at 4:00 pm PST.

LEGAL PUBLICATION
REQUEST FOR PROPOSALS
SEASIDE SCHOOL DISTRICT
CONSTRUCTION MANAGEMENT SERVICES

Notice is hereby given that Seaside School District (the "District") is seeking proposals from qualified construction management firms (the "Proposer") interested in providing services to assist staff in implementing construction projects that will be funded by a \$99.7 million bond levy passed on November 8, 2016.

Sealed proposals will be submitted to Justine Hill, Business Manager, 1801 South Franklin Street, Seaside, Oregon 97138, before **3:00 pm PST, on December 27, 2016**. **Late proposals will not be accepted**. No reading of the proposals will be conducted or announcement of specifics will be discussed.

A **MANDATORY** Pre-Proposal Conference will be held at **2:45 pm PST on December 12, 2016** at Seaside Heights Elementary, 2000 Spruce Drive, Seaside, Oregon.

All proposals shall be submitted as set forth in this document. Proposers are responsible for submitting proposals in the manner, format, and to the delivery point required by the District. Proposals will be submitted and will be inspected for basic documents submitted. No reading of the proposals will be conducted or announcement of specifics will be discussed.

No Proposal may be withdrawn after the hour set for the opening thereof until the elapse of sixty (60) days from the date and time set for opening.

Attention is called to the provisions of the Oregon Statutes, Chapter 279. The Proposer must indicate if Proposer is a resident Proposer as defined in ORS 279A.120 and if the contractor and subcontractors are licensed under ORS 701.005 – 701.055.

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

Published: The Daily Astorian
 The Daily Journal of Commerce
 DATE: Wednesday, November 30, 2016

USDA and this institution are equal opportunity providers and employers.

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

SECTION I – INTRODUCTION

1. Proposal Introduction

Seaside School District 10 is issuing a Request for Proposals (RFP)
for Construction Management Services

Seaside School District is located on the North Coast of Oregon between the Pacific Ocean and the Oregon Coast Range in Clatsop County. The District serves approximately 1,545 students from the three distinct communities of Seaside, Gearhart, and Cannon Beach. The District has amazing community support, successfully passing five consecutive Local Option levies within the past fifteen years; as well as, just passing a \$99.7 million new campus construction bond. It is approximately a 90-minute drive from the Portland area.

Seaside School District is an educational leader in Oregon. Many teachers and administrators have received state awards from organizations such as the Oregon School Boards Association and the Oregon Business Council's Employers for Educational Excellence. Numerous District teachers and administrators continue to serve on a variety of state committees.

Current 2016-2017 General Fund Operating Budget: \$19,526,010

Total Number of Students: 1,545

- Gearhart Elementary: 316
- Seaside Heights Elementary: 439
- Broadway Middle School: 350
- Seaside High School: 440

Total Number of Employees: 202

- Classified: 93
- Licensed: 92
- Confidential: 7
- Administrative: 10

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

Justine Hill
jhill@seaside.k12.or.us
Seaside School District Office
1801 South Franklin Street
Seaside, Oregon 97138
(503)738-5591
www.seaside.k12.or.us

SOLICITATION CLOSING: December 27, 2016 3:00 pm PST. Deliver to the Seaside School District Office. See address above.

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

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

The District reserves the right:

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

2. Definitions

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

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

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

Agreement: Once a Successful Proposer has been chosen, this is the Agreement that the District and the Successful Proposer will enter into, at which point the Successful Proposer will become the Contractor. That Agreement will include the Provisions of this RFP and the Contract Provisions in similar form to those attached, and also any Appendices attached hereto, as well as the Provisions of the Proposal of the Successful Proposer, all of which will be incorporated therein in that Agreement. That Agreement will constitute the entire Agreement between the parties. The Agreement may also include any purchase orders, bonds, and addenda incorporated in the documents before their execution, and all other agreements of a supplemental nature, in writing, signed by both parties, entered into during the progress of the work. The term Agreement may be interchangeable in the document with the term Contract.

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

District: Seaside School District, its Board of Directors, departments, employees, and agents.

District Representative: Seaside School District Business Manager, or designee, acting as the administrator of the Agreement and the primary District contact for the Contractor after the execution of the Agreement.

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

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

OAR: Oregon Administrative Rules.

ORS: Oregon Revised Statutes.

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

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

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

Public Contract Rules: District Public Contract Rules adopted November 15, 2016.

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

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

SECTION II – PROPOSAL PROCESS

1. Proposal Procedures

a. Issuing Office

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

Justine Hill
jhill@seaside.k12.or.us
Business Manager
Seaside School District 10
1801 South Franklin Street
Seaside, Oregon 97138
Phone: (503)738-5591
Fax: (503)738-3471

b. Pre-Proposal Conference

A **mandatory** Pre-Proposal Conference will be held on **December 12, 2016 at 2:45 pm PST** at the following location:

Seaside Heights Elementary
2000 Spruce Drive
Seaside, Oregon 97138

This meeting is designed to clarify the information that is contained in this RFP and give an opportunity for questions and answers.

The Pre-Proposal Conference is **mandatory**. Representatives from the District will be present to answer questions.

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

<u>EVENT</u>	<u>DATE</u>
Publication	November 30, 2016
Mandatory Pre-Proposal Conference	December 12, 2016
Inquires Deadline	December 14, 2016
Deadline to Withdraw from the RFP Process	December 22, 2016
Submission Deadline	December 27, 2016
Interviews (if required)	January 4, 2017
Date of Notice of Intent to Award	January 10, 2017
Agreement Award Date	January 17, 2017
Agreement Execution Date	January 18, 2017
Project Start Date	January 19, 2017

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

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

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

d. Obtaining RFP Document(s)

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

*Justine Hill
jhill@seaside.k12.or.us
Seaside School District Administration Office
1801 South Franklin Street
Seaside, Oregon 97138
(503)738-5591
www.seaside.k12.or.us*

e. Format Proposals

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

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

- i. The Proposal must be submitted with one original hard copy signed by the Proposer and marked "Original", together with six complete copies. All Proposals must be delivered in sealed containers and the response to Section IV - Evaluation Criteria, should not exceed 20 pages in length, using minimum of 12 point font size. Also included with the Proposal in the sealed container will be either a flash drive or CD with complete contents of the Proposal in a PDF format.

- ii. The Proposer's name and address must appear on the outside of the container. In addition, the words, "Construction Management Services", as well as, the title of the Proposal must be clearly written on the outside of the container.
- iii. Proposers mailing Proposals should allow normal mail delivery time to insure receipt of their Proposals by the Issuing Office.
- iv. Proposals not arriving by the Submission Deadline will not be considered. Time extensions will not be granted. The District will **not** accept faxed or emailed Proposals.
- v. Materials should be prepared simply, economically, and neatly. Special bindings, colored displays, and other similar accoutrements are not desired. Proposers are encouraged to be complete and concise. Attachments are limited to the required submittals included within the RFP. Any additional documents should be minimized and may not be considered in our evaluation of proposals.
- vi. In order to simplify the review process and to obtain the maximum degree of comparability, each Proposal shall include the required information as listed in Attachment 1 - RFP Requirements Checklist, responses must be in the same order as listed.
- vii. Include a fee schedule in the format of the Proposer's choice with all pricing information as Attachment 12. Include hourly rates or unit cost rates on the fee schedule and should be inclusive of the costs and expenses for which the District will be responsible.
- viii. The District is committed to fostering diversity, sustainability, and recycling and to supporting women, minority and small business enterprises. Describe the activities your firm has undertaken in these areas in the format below:
 - What recycled products and/or renewable services do you use?
 - Describe your sustainability practices and public involvement.
 - What products do you recycle?
 - Are you a minority, women-owned, or emerging small business?

f. Erasures

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

g. Signature

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

- i. In the case of an individual Proposer, by each such individual Proposer.
- ii. In the case of a partnership, the name of the partnership must appear directly above the initial or signature, and the initial or signature must be that of one of the authorized partner(s) of said partnership, signing for and in the name of the partnership. In addition, the names of all partners shall be stated in the document.

iii. In the case of a Limited Liability Entity, the entity's name shall be subscribed to by the president or other authorized managing officer, and the name of the office held in (or the capacity in which they act for) such corporation shall be listed under the signature of such officer.

iv. All signatures must be in ink.

h. Proposal Withdrawals

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

i. Sufficiency

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

j. Certificate of Compliance and Agreement Offer

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

All Proposers who submit a Proposal must agree that the Provisions of this RFP and attached copy of the Agreement Provisions are acceptable and that, within ten (10) days after receipt of a Notice of Intent to Award, any Proposer to whom an Agreement is awarded will sign the Agreement including those Provisions. Any objections to such Provisions must be stated in writing and received by the Issuing Office prior to the Deadline to Withdraw.

k. Rejection of Proposals

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

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

Proposals will be evaluated and, unless all Proposals are rejected, an Award of the Contract Agreement will be made based upon the evaluation process outlined within this RFP. The evaluation may result in the Award of the Contract Agreement being made other than to the lowest priced Proposal.

2. Proposal Requirements

a. Required Qualifications

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

b. Cost Data

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

c. Taxes

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

d. Payment

Unless otherwise provided in the terms and conditions of this RFP or of the anticipated Construction Management Services Agreement provisions, payment will be made 30 days after receipt of invoice and acceptance of goods and/or services provided under this RFP.

3. Public Information and Trade Secrets

- a. All Proposals and related materials shall be kept by the District for a period of six (6) years and will be considered public information.
- b. Proposers who have concerns about revealing trade secrets or other proprietary information within their Proposal must preface each page of sensitive material with the following text: *"This data constitutes a trade secret under ORS 192.501(2) and shall not be disclosed outside the District or duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the described products/services or in accordance with Oregon Public Records Law, ORS Chapter 192. This restriction does not limit the District's right to use information contained herein if it is obtained from another source."* All Proposers who respond to this RFP authorize the release of all information on any page that does not contain said above text.
- c. Oregon Public Records law exempts only bona fide trade secrets from disclosure, "unless the public interest requires disclosure in the particular instance." ORS 192.501(2). Non-disclosure of documents submitted with a Proposal and marked as a trade secret may depend on official or judicial determinations made pursuant to Oregon Public Records Law.
- d. Cost or price information does not constitute trade secrets and must be open to public inspection.

4. Disclosure of Interest

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

5. Addenda

- a. If it becomes necessary to modify, revise, or clarify any part of this RFP, addenda will be provided to all Proposers who completed a vendor registration form at the Pre-Proposal Conference.
- b. Proposers shall acknowledge receipt of all addenda in the appropriate area of the Proposal Form (Attachment 2) which must be returned as part of the Proposal requirements. All addenda issued during the RFP period are incorporated into the Agreement resulting from this RFP by this reference.

6. Inquiries and RFP Request for Clarifications

- a. This RFP, the Contract Management Services Agreement (Attachment 11), and all subsequent written modifications and addenda issued by the designated contact for the District thereto are hereby designated as the sole reference and authority for the preparation of Proposals and take precedence over any other source, either verbal or written.
- b. No District employee or officer is authorized to make any oral interpretation of any provisions within the RFP or Agreement documents. The District will not be responsible for any oral remarks related to this RFP. Prospective Proposers who are in doubt about or who have any objection to any aspect of this RFP, the anticipated Contract Management Services Agreement and all subsequent written modifications and addenda must submit a written objection or request for clarification by the Inquiries Deadline listed in the RFP Timetable.
- c. To be considered, prospective Proposer's written RFP Request for Clarification must be submitted to the Issuing Office in writing by the Inquiries Deadline in the RFP Timetable as follows:

RFP Request for Clarification
RFP for Construction Management Services
Due no later than December 14, 2016 4:00 pm PST.

RFP Requests for Clarification may be submitted via email to Justine Hill:

Email: jhill@seaside.k12.or.us

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

7. RFP Protests

- a. A prospective Proposer may protest the procurement process or the solicitation document ("RFP Protest") for an Agreement solicited under ORS 279C.100 to 279C.125, in accordance with this Section II(6). Before seeking judicial review, a Proposer must file a written protest with the District and exhaust all administrative remedies.

- b. RFP Protest Submission Requirements. To be considered, prospective Proposer's written RFP Protest must be submitted to the Issuing Office marked as follows:

RFP Protest

RFP for Construction Management Services

RFP Protests must be submitted via email to jhill@seaside.k12.or.us

- c. Time Limitation on Protest. A RFP Protest shall be presented to the District at least seven (7) calendar days prior to proposal closing. The District will not consider a protest submitted after the time period established in this Section II(6).
- d. Right to Protest RFP. The District will consider a RFP Protest filed in compliance with the requirement of this Section II(6) if it: 1) states the grounds that demonstrate how the process is contrary to law, or how the solicitation document is unnecessarily restrictive, is legally flawed or improperly specifies a brand name; 2) provides evidence or supporting documentation that supports the grounds on which the protest is based; and 3) states the relief sought by prospective Proposer.
- e. District's Response to RFP Protest. The District will issue a written disposition of the RFP protest no less than three (3) business days before proposals are due, unless a written determination by the District determines that circumstances exist that require a shorter time limit. If the District upholds the protest, in whole or in part, the District may in its sole discretion either issue an Addendum reflecting its disposition under OAR 137-048-0240 or may cancel the RFP in the public interest under and in conformance with, OAR 137-048-0250.
- f. Extension of Closing. The District may extend Closing if it determines an extension is necessary to consider and respond to a properly filed Protest under this Section II(6).

SECTION III – PROPOSAL TERMS AND CONDITIONS

1. Independent Contractor/Partnerships

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

2. Recycled Material

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

- a. The recycled product is available;
- b. The recycled product meets applicable standards;
- c. The recycled products can be substituted for a comparable non-recycled product;

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

3. Licenses

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

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

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

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

Proposer will certify in its offer that Proposer has not and will not discriminate against a subcontractor in awarding a subcontract because the subcontractor is a minority, women, or emerging small business enterprise certified under ORS 200.055.

5. Immigration Reform and Control Act

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

6. Cost of Proposal

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

7. Contract Management Services Agreement

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

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

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

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

This Agreement shall be for one (1) year and may be renewed for additional period(s), subject to agreement by the Parties prior to the expiration of the current term. The Agreement term shall not exceed five (5) years.

8. Financial Interest, Fraud, and Collusion

A Proposer filing a Proposal thereby certifies that, with regard to this RFP, no officer, agent, or employee of the District who has a pecuniary interest in this RFP or Proposal has participated in the Agreement negotiations on the part of the District, and that the Proposal is made in good faith without fraud, collusion, or connection of any kind with any other Proposer to this RFP. Further, the Proposer certifies that with regard to this RFP, the Proposer is competing solely on the Proposer's own behalf without connection with, or obligation to, any undisclosed individual, partnership, company, or Limited Liability Entity.

9. Duration of Offer

Proposal prices and Provisions shall remain firm for ninety (90) calendar days after the Submission Deadline indicated above. The Successful Proposer shall not alter the terms or price of their Proposal if said Proposal is accepted within ninety (90) days of the Submission Deadline indicated above. Price increases or changes in terms by others after the acceptance will not be considered. An Award of the Contract Agreement to any Proposer shall not constitute a rejection of any other Proposal and the District will remain free to accept other Proposals.

10. Risk of Loss and Damage

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

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

11. Publicity

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

12. Reservations

The District expressly reserves the following rights:

- a. To reject all Proposals.

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

13. Ownership of Proposal Documents

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

14. Sufficient Information

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

15. Separate Contract Management Services Agreements

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

16. Headings

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

SECTION IV – EVALUATION CRITERIA

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

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

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

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

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

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

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

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

2. EXPERIENCE WITH OREGON K-12 PROJECTS (15 Possible Points)

Describe your firm's relevant Oregon experience as a construction project manager on educational projects in the last five years. Provide a description of at least six projects, each project valued at over \$500,000.

3. PROJECT SCHEDULING AND COST CONTROL (5 Possible Points)

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

4. PROJECT SCHEDULING (4 Possible Points)

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

5. FIRM/TEAM KNOWLEDGE AND EXPERIENCE (3 Possible Points)

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

6. REFERENCES (15 Possible Points)

Provide a reference contact person and phone number for every school project (over \$500,000) your firm has completed in the last five years.

7. KEY PERSONNEL AND STAFFING (15 Possible Points)

Identify personnel who will have the responsibility for the District's projects. Include names, titles, and experience and any biographical information on principals and key members. Provide a project organization chart showing proposed staffing for the work to be accomplished.

8. PROJECT LEADERSHIP (15 Possible Points)

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

9. FEES AND COMPENSATION (20 Possible Points)

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

10. EQUITY IN PUBLIC CONTRACTING (3 Possible Points)

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

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

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

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

**SEASIDE SCHOOL DISTRICT
SCORING MATRIX**

CRITERIA FOR SELECTION		CONSTRUCTION MANAGEMENT SCORING										NOTES
		MAX SCORE	1	2	3	4	5	6	7	8	9	
	Background											
1	Firms work history and service area	5										
2	Experience with Oregon K-12 projects	15										
3	Project scheduling and cost control	5										
4	Project scheduling	4										
5	Firm/Team knowledge and experience	3										
6	References	15										
	Staffing											
7	Key personnel and staffing	15										
8	Project leadership	15										
	Fees and Compensation											
9	Schedule of billing rates	20										
	Other											
10	Equity in public contracting	3										
TOTAL SCORES		100										

SECTION V - AWARD PROCESS

1. Selection/Award Process

- a. **Evaluation Committee.** A District selected committee will evaluate the Proposals. Each member will evaluate all aspects of a proposed approach via a scoring system designed to be of internal assistance to the members of the evaluation team. Each Proposal will be scored based on the criteria and points listed herein. A possible 100 points may be accumulated.
- b. **Initial Scoring.** Each of the evaluators shall independently assign a score to each of the written Proposals. Criteria scores will then be summed. The highest scoring Proposals will be identified and those Proposers may be invited to an oral evaluation with the evaluation committee.
- c. **Interviews/Oral Evaluation.** If it is determined to be in the best interest of the District, an oral evaluation will be scheduled based on the date listed within the RFP timetable. Listed individuals in the RFP will be present at the oral interview. If a Proposer is unable to participate in an oral evaluation, the District reserves the right to remove that Proposer from consideration. Additional evaluation criteria and/or award of points may be considered during the oral evaluation phase. All Proposers selected will be required to provide a fifteen (15) minute presentation consisting of whatever you feel would be important to the committee.
- d. **Final Scoring.** After the interview, scores from the written Proposal and interview, subject to the determined scoring methodology during the interview/oral evaluation phase under 1(c) above, will be summed, resulting in a final score. The award recommendation will be given to the Proposal(s) having the highest final score.

2. Method of Award

- a. The Agreement resulting from this Proposal may be awarded on an "all-or-none" basis. All required items must be offered in a Proposal in order for a Proposal to be considered. An Agreement will not be awarded for specific items separately.
- b. The Agreement will be awarded to the highest ranking Proposal(s) under the foregoing criteria. The District may award one or multiple contracts to qualified firms as a result of this RFP process.

3. Notice of Intent to Award

- a. The District will provide written notice of its Intent to Award to all Proposers at least seven (7) days before the Award of a Contract Agreement. The District's Award will not be final until the later of either: 1) the expiration of the Award Protest period provided for in Section II(6) of this RFP; or 2) the District provides written decisions to all timely-filed protests denying the protests and affirming the Award.
- b. The apparent Successful Proposer will be notified in writing of its apparent winning proposal, and a Contract Management Services Agreement will be drawn that will include reference to this RFP, its attachments and addenda, the Proposer's Proposal, and any additional Agreement language that may be required by District or by law. All other Proposers will be notified that the apparent winning proposal has been selected.

4. Award Protest

- a. An adversely affected Proposer may protest the Notice of Intent to Award the Contract Agreement for any and all Agreements solicited under ORS 279C.100 through 179C,125.055 if the Proposer can demonstrate that it would be eligible to be awarded the public contract in the event the protest were successful. Before seeking judicial review of an Award of the Contract Agreement, an adversely affected Proposer must file a written protest with the District and exhaust all administrative remedies.
- b. Right to Protest Award: In order to be an adversely affected Proposer with a right to submit a written protest, a Proposer must itself claim to be eligible for Award of the Contract Agreement in the event the Protest were successful and must be next in line for the Award. In addition, the adversely affected Proposer must demonstrate that the reason for the Protest is that: (a) all higher-ranked Proposers are ineligible for Award of the Contract Agreement because their Proposals were non-responsive; (b) the District has failed to conduct the evaluation of proposals in accordance with the criteria or processes described in this RFP; (c) the District has abused its discretion in rejecting the Protesting Proposer's Proposal as nonresponsive; or (d) the District's evaluation of the Proposals or its subsequent determination of award is otherwise in violation of ORS Chapter 279A, 279B or 279C. In addition, the written protest shall specify the grounds upon which the protest is based and suggested changes that may remedy the defects. An issue that could have been addressed pursuant to an inquiry or request for clarification under Section II(5) or a protest of the RFP under Section II(6) shall not be grounds for protest of award.
- c. Award Protest Submission Requirements. To be considered, Proposer's written Award Protest may be submitted via fax but the protest must be sent to the Issuing Office marked as follows: RFP Award Protest / RFP for Construction Management Services.
- d. Time Limitation on Protest: To be considered by the District, a written protest must be received by the District within seven (7) days after issuance of the Notice of Intent to Award Contract Agreement.
- e. Authority to Resolve Protests: The Superintendent of the District, or such person's designee, shall have the authority to settle or resolve a written protest submitted in accordance with the requirements of this Section V(4).
- f. Decision: If the protest is not settled or resolved by mutual agreement, the Superintendent of the District, or such person's designee, shall issue a written decision on the protest in a timely manner.
- g. After the District has issued its response, Proposer may seek judicial review in the manner provided in ORS 279B.415.
- h. Right to Cancel RFP. The District reserves the right to cancel the RFP in conformance with OAR 137-048-0250.

APPENDIX A

SCOPE OF WORK

DESCRIPTION OF THE REQUESTED SERVICES

1. PURPOSE

The purpose of the services is to provide the District with assistance in managing the relocating of three schools as follows: Build a new middle school and high school on higher land, safely outside the tsunami inundation zone, and combine two elementary schools at Seaside Heights Elementary School to which a new addition will be built and as more particularly described in the notice of bond election.

Bonds are expected to fund:

- Closing obsolete buildings in inundation zone and relocating them to donated land at higher elevation;
- Renovating and expanding elementary school; constructing middle and high school;
- Increasing school safety with fire protection systems, locking systems, security cameras, emergency communications; and
- Remodeling and affiliated construction costs: land/site development, infrastructure, demolition, furnishings, equipment and technology for classrooms.

2. MANAGEMENT OF THE PROJECT

The overall project will be managed by the Superintendent or her designee. Day to day contact with the District will be through the Business Manager.

The District is establishing a Citizens Oversight Committee composed of citizens who will review bond progress and commitments. The selected construction management firm should expect significant contact with this committee.

3. PROPERTY SITE AND SITE CONCEPT

Prepared by Dull Olson Weekes - IBI Group Architects, Inc.

4. SCOPE OF SERVICES REQUESTED

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

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

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

5. **SERVICES REQUESTED BY PHASE**

General Note: Some projects may not require all phases of management, or may not require all services described under each phase.

Project Pre-Design Planning Phase

- a. Develop an overall management plan for the program to include a master schedule, contracting strategy, and other program issues.
- b. Review programs and budgets and prepare project cost budgets. Perform project financial management to maximize value within available project funding through all phases of the program.
- c. Develop a project reporting and communication system to include progress, schedule, and financial status to be distributed throughout all phases of the project.
- d. Develop procedures for administration of the program.
- e. Develop a documentation system for the program.
- f. Develop and negotiate contracts on the District's behalf.
- g. Investigate and recommend a schedule for purchase by the District of all materials and equipment and coordinate the schedule with the preparation of contract documents by the architect. Expedite and coordinate delivery of these purchases.
- h. Assist the District in preparing criteria for bidding and develop a pre-qualified list of bidders. Conduct pre-bid conferences.

Project Design Phase

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

Bidding and Award of Construction Contract Phase

- a. Consult with the District and the design team regarding bid preparation, bidding strategy, and evaluation of bids.

- b. Insure appropriate review of contract documents by District departments including but not limited to: Facilities, Nutrition Services, Business Office, Transportation, Office of Superintendent, and legal services.

Construction Phase

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

Other Services

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

6. COORDINATION OF OTHER SUPPORT SERVICES

- a. Asbestos removal.

7. COMMUNICATION SUPPORT TO INCLUDE

- a. Participation in the design and construction team meetings as required to assure proper implementation of the design and/or repairs.
- b. Attendance at District Board or community meetings as requested.
- c. Informing designated District staff and consultants of progress on a regularly established schedule.
- d. Coordination of the site development activities.
- e. Participation in a weekly meeting with the architect, mechanical engineer, and District staff throughout the course of the project.

8. DISTRICT PROVIDED SERVICES

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

ATTACHMENT 1
CONSTRUCTION MANAGEMENT SERVICES
RFP REQUIREMENTS CHECKLIST

Company Name: _____

- | | | |
|------------|--|-------|
| 1. | Attachment 1: RFP Requirements Checklist | _____ |
| 2. | Attachment 2: Proposal Certification | _____ |
| 3. | Attachment 3: Proposer Residency Information | _____ |
| 4. | Attachment 4: Certification Statement for Independent Contractor | _____ |
| 5. | Attachment 5: Insurance Requirements | _____ |
| 6. | Attachment 6: Workers' Compensation Exemption Certificate | _____ |
| 7. | Attachment 7: Affidavit of Non-Collusion | _____ |
| 8. | Attachment 8: References | _____ |
| 9. | Attachment 9: Financial Resources | _____ |
| 10. | Attachment 10: Key Personnel | _____ |
| 11. | Attachment 11: Construction Management Services Agreement | _____ |
| 12. | Attachment 12: Fee Schedule | _____ |

ATTACHMENT 2
PROPOSAL CERTIFICATION

Legal Name of Proposer: _____

Mailing Address: _____

The Proposer certifies and agrees:

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

License Number _____

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

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA TO RFP DOCUMENTS:

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

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

Date if not applicable or no addenda were received: _____

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

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

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

Respectfully submitted this _____ day of _____ 2016.

Authorized Signature: _____ Authorized Title: _____

Authorized Name (Print): _____ Date: _____

Phone: _____ Fax: _____

ATTACHMENT 3

PROPOSER RESIDENCY INFORMATION

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

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

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

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

- a. Bidder is a (check one): ☐ RESIDENT Bidder ☐ NON-RESIDENT Bidder
- b. If resident Bidder, enter your Oregon business address: (physical and mailing address)

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

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

CHECK ONE: ☐ YES ☐ NO

If YES, state the preference percentage: _____%

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

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

ATTACHMENT 4

**CERTIFICATION STATEMENT FOR CORPORATION
OR INDEPENDENT CONTRACTOR**

(NOTE: Contractor Must Complete A or B below)

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

I certify under penalty of perjury that Contractor is a [check one]:

☐Corporation ☐Limited Liability Company ☐Partnership authorized to do business in the State of Oregon.

Authorized Signature

Title

Date

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

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

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

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

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

Authorized Signature

Title

Date

ATTACHMENT 5

INSURANCE REQUIREMENT

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

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

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

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

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

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

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

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

Authorized Signature

Title

Date

ATTACHMENT 6

WORKERS' COMPENSATION EXEMPTION CERTIFICATE

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

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

☐ **SOLE PROPRIETOR**

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

☐ **CORPORATION - FOR PROFIT**

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

☐ **CORPORATION - NONPROFIT**

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

☐ **PARTNERSHIP**

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

☐ **LIMITED LIABILITY COMPANY**

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

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

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

Authorized Printed Name

Authorized Signature

Authorized Title

Date

ATTACHMENT 7
AFFIDAVIT OF NON-COLLUSION

STATE OF OREGON

County of _____

I state that I am _____ (title) of _____ (name of firm) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this proposal.

I state that:

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

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

Authorized Printed Name

Authorized Signature

Authorized Title

Date

ATTACHMENT 8

REFERENCES

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

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

Has your company ever been declared in breach of any contract for unperformed or defective work?

☐Yes ☐No

If YES, explain. _____

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

If YES, explain. _____

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

If YES, explain. _____

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

If YES, explain. _____

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

If YES, explain. _____

ATTACHMENT 9

FINANCIAL RESOURCES

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

If YES, explain. _____

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

If YES, explain. _____

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

If YES, explain. _____

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

If YES, explain. _____

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

If YES, explain. _____

ATTACHMENT 10

KEY PERSONNEL

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

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

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

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

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

(Provide attachment if additional space is required)

ATTACHMENT 11

CONTRACT MANAGEMENT SERVICES AGREEMENT

Construction Management Services Agreement Between Seaside School District 10 and

This Agreement is between the Seaside School District 10, hereinafter "District" and _____, hereinafter "Contractor" (and collectively the "Parties").

The parties mutually agree as follows:

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

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

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

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

STANDARD TERMS AND CONDITIONS

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

Agreement Performance.

- a. Services. Contractor's performance of Services shall be as a professional consultant to the District to carry out the project described in the scope of work ("Project") and to provide the technical documents and supervision to achieve District's Project objectives.
- b. Subcontractors. Contractor shall provide a list of all subcontractors, which Contractor intends to utilize on the Project (the "Subcontractors"). This list shall include such information on the qualifications of the Subcontractors as may be requested by District. District reserves the right to review the Subcontractors proposed, and the Contractor shall not retain a Subcontractor to which District has a reasonable objection.

- c. Key Personnel. Contractor shall make available Key Personnel as identified in its Proposal. Contractor shall provide to 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 District. If any Key Person becomes unavailable to Contractor, the Parties shall mutually agree upon an appropriate replacement. Contractor shall remove any individual or Subcontractor from the Project if so directed by District in writing following discussion with Contractor, provided that Contractor shall have a reasonable time period within which to find a suitable replacement.
- d. Agreement Performance. Contractor shall at all times perform the Services diligently and without delay and shall punctually fulfill all Agreement requirements consistent with the schedule for the performance of services. Expiration or termination of the Contract shall not extinguish, prejudice, or limit either party's right to enforce this Agreement with respect to any default or defect in performance. Time is of the essence in the performance of this Agreement.

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

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

- a. Mutual. The District and Contractor may terminate this Agreement at any time by written agreement.
- b. District's Sole Discretion. The District in its sole discretion may terminate this Agreement for any reason on seven (7) calendar days' written notice to Contractor. The District shall pay Contractor for all work satisfactorily performed prior to the termination date.
- c. Breach. Either party may terminate this Agreement in the event of a breach by the other party. To be effective, the party seeking termination must give the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within fifteen (15) calendar days of the date of the notice, then the non-breaching party may terminate this Agreement at any time thereafter by giving a written notice of termination. The District shall pay Contractor for all work satisfactorily performed prior to the termination date.
- d. Termination by either party shall not constitute a waiver of any claim either party may assert against the other party.

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

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

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

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

- b. Nondiscrimination. Contractor must comply with all applicable requirements of federal and state civil rights law and rehabilitation statutes and shall not discriminate based on race, color, creed, religion, gender, sexual orientation, gender identity, gender expression, national origin, marital status, familial status, age, veteran or military status, genetic information, source of income, or political affiliation in programs, activities, services, benefits, or employment disability, or use of a service animal by a person with a disability. As required by ORS 279A.110, Contractor shall not discriminate against a subcontractor in awarding a subcontract because a subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns, or an emerging small business that is certified under ORS 200.055.
- c. Tax Compliance Warranty. As required by ORS 279B.045, Contractor represents and warrants that Contractor has complied with the applicable tax laws of this state or a political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Contractor covenants that Contractor will continue to comply with the tax laws of this state or a political subdivision of this state during the term of this Agreement. Failure by Contractor to comply with the applicable tax laws of this state or a political subdivision of this state before the execution of this Agreement or during the term of this Agreement is a default for which the District may terminate this Agreement and seek damages and other relief available under the terms of this Agreement or under applicable law.
- d. Payment of Labor. As required by ORS 279C.505, Contractor shall:
 - 1. Make payment promptly, as due, to all persons supplying labor or material to Contractor for the performance of the services provided for in this Agreement;
 - 2. Pay all contributions or amounts due the Industrial Accident Fund from Contractor or subcontractor incurred in the performance of this Agreement;
 - 3. Not permit any lien or claim to be filed or prosecuted against the District on account of any labor or material furnished; and
 - 4. Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.
- e. Hours of Labor; Pay Equity; Salary Discussions. As required by ORS 279C.520(3):
 - 1. Maximum Hours. Employees shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week and for work performed on Saturdays, Sundays, New Year's Day (January 1), Memorial Day (last Monday in May), Independence Day (July 4), Thanksgiving Day (fourth Thursday in November), and Christmas Day (December 25).
 - 2. Exemption. These requirements do not apply to individuals who are excluded under ORS 653.010 to 653.261 or under 29 USC 201 to 209 from receiving overtime.

3. Notice to Employees. Contractor shall give notice in writing to its employees who perform work under this Agreement, either at the time of hire or before commencement of work under this Agreement, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.
 4. No Discriminatory Wage Rates. Contractor shall comply with ORS 652.220 (prohibition of discriminatory wage rates based on sex; employer not to discriminate against employee who is a complainant). Compliance is a material element of this Agreement. Failure to comply is a breach that entitles the District to terminate this Agreement for cause.
 5. Employee Not to Be Prohibited From Discussing Compensation. Contractor may not prohibit any of Contractor's employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person, and may not retaliate against an employee who does so.
- f. Payment for Medical Care and Workers' Compensation. As required by ORS 279C.530:
1. Contractor shall promptly, as due, make payment to any person, copartnership, association, or corporation furnishing medical, surgical, and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of Contractor, of all sums that Contractor agrees to pay for the services and all moneys and sums that Contractor collected or deducted from the wages of employees under any law, contract, or agreement for the purpose of providing or paying for the services.
 2. All subject employers working under this Agreement are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

Insurance. Unless otherwise specified in a solicitation document (if any), at all times while providing services under this Agreement Contractor shall maintain in force, at Contractor's expense the following insurance coverage:

- a. Workers' Compensation. As required by ORS 656.017, subject employers shall provide Workers' Compensation coverage in accordance with ORS Chapter 656 for all subject workers. Contractor shall have this insurance unless exempt under ORS 656.027 or 656.126. Contractors that are statutory subject employers shall submit a certificate of insurance to the District showing proof of coverage and shall carry limits of \$500,000 for Employers Liability under the workers compensation policy form. If Contractor is not a subject employer, does not have coverage, and claims to be exempt, Contractor shall complete a Workers' Compensation Exemption Certificate in lieu of providing the above certificate of insurance.
- b. Professional Liability/Errors & Omission ("E&O"). If Contractor is performing services that require a state license, certifications, and or specialized training, then Contractor shall maintain professional liability/E&O insurance coverage of at least \$1,500,000 for each claim, incident, or occurrence, and at least \$2,000,000 annual aggregate coverage. This policy shall provide extended reporting period coverage for claims made within two (2) years after this Agreement is completed or otherwise terminated according to its terms. If Contractor is performing services that do not require a state license, then Provider does not have to maintain professional liability/E&O insurance.
- c. Commercial General Liability. Contractor shall maintain general liability insurance coverage on an occurrence basis with a combined single limit of not less than \$1,500,000 for bodily/personal injury and property damage, with an annual aggregate \$3,000,000. Contractor's general liability insurance

must include contractual liability insurance.

- d. Commercial Automobile Liability. Contractor shall maintain automobile liability insurance with a combined single limit, or the equivalent of not less than \$1,500,000 each occurrence for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles.
- e. Certificate(s) of Insurance. This Agreement is not binding and the Contractor will not commence work until the District receives certificate(s) of insurance (emailed from Contractor's insurance carrier(s) directly to the District) demonstrating Contractor meets all of the insurance requirements in this Section of the Agreement. Each provider of certificate or policy holder shall provide there shall be no cancellations, termination, material change or reduction of limits of the insurance without prior written notice to the District. For all general liability coverage, the certificate shall also provide an endorsement (either a form No. CG 2010 (04/13) together with CG 2037 (04/13)) to this effect and name the District, its agents, officers, Board of Directors and employees as additional insured with respect to Contractor's services provided under this Agreement.

Indemnity and Hold Harmless. Contractor agrees to indemnify, defend, and hold harmless the District and its officers, agents, Board of Directors and employees against all liability, loss and costs arising from actions, suits, claims or demands for the acts or omissions of Contractor, and Contractor's officers, agents and employees, in performance of this Agreement. In accordance with the Oregon Tort Claims Act and the Oregon Constitution, the District agrees to indemnify, defend and hold harmless the Contractor and its officers, agents, and employees against all liability, loss and costs arising from actions, suits, claims or demands for the acts or omissions of the District and the District's officers, agents and employees, in performance of this Agreement that arise out of the sole negligence of the District.

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

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

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

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

When Work Is Performed On District Property Contractor. Contractor agrees to comply with the following:

- a. Identification. Contractor shall carry photo identification and will present such upon request. Contractors that do not have specific uniforms for employees shall provide identification tags, as described above, and / or any other mechanism, the District in its sole discretion determines is required to easily identify Contractors.
- b. Sign-In Required. Contractors are required to sign in at designated location each day.
- c. Tobacco Use on School Grounds. ORS 581.021.0110 and ORS 326.051. No employee, subcontractor, material supplier, or project visitor is permitted to smoke, inhale, dip, chew, use electronic nicotine delivery systems, or sell tobacco at any time, including non-school hours on school property.
- d. No Weapons or Firearms. Except as provided by Oregon Statutes and District Policy, weapons and firearms are prohibited on District property.
- e. Clothing. No suggestive clothing (drugs, alcohol, tobacco, racist, sexual, political, etc.) are permitted on District property

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

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

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

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

Remedies. In case of Contractor's breach and in addition to the other provisions of this Agreement, The District shall be entitled to any other available legal and equitable remedies. In case of the District's breach, Contractor's remedy shall be limited to termination of this Agreement and receipt of payments to which Contractor is entitled.

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

Liquidated Damages. In the event Contractor fails to perform any or all of its obligations under this Agreement, Contractor shall pay liquidated damages of \$500.00 or ten percent (10%) of the contracted service(s) prices whichever is less.

Notices. All notices or demands of any kind required or desired to be given by the District or Contractor must be in writing and shall be deemed delivered upon depositing the notice or demand in the United States mail, certified or registered, postage prepaid, addressed to the respective party at its address listed below:

Seaside School District 10	Vendor _____
Attn: Justine Hill	Attn: NAME _____
1801 S Franklin Street	ADDRESS _____
Seaside, OR 97138	ADDRESS _____
(503)785-5591	PHONE NUMBER _____

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

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

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

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

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

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

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

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

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

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

Employee Removal. Contractor will immediately remove any Contractor's employee, agent or officer from all District's facilities in cases where District determines, in its sole discretion, that removal of the employee, agent or officer is in District's best interest.

SIGNATURES ON FOLLOWING PAGE

I have read this Agreement. I certify I have the authority to sign and enter into this Agreement. I understand this Agreement and agree to be bound by its terms. Contractor further certifies that it is a corporation or has completed and submitted Seaside School District's Verification of Certificate Statement for Corporation or Independent Contractor (Attachment 4).

THIS AGREEMENT IS NOT VALID UNTIL ALL SIGNATORY APPROVALS ARE COMPLETED AND ALL INSURANCE CERTIFICATES HAVE BEEN RECEIVED

CONTRACTOR DATA AND SIGNATURE

Business Name: _____

Business Address: _____

Contractor Phone:

Federal Tax ID # or Social Security # _____

Is Contractor a nonresident alien? _____ Yes _____ No

Business Designation (check one): ☐ Sole Proprietorship ☐ Partnership
 ☐ Corporation-for profit ☐ Corporation-non-profit
 ☐ Other [describe here: _____]

Federal tax ID numbers or Social Security numbers are required pursuant to ORS 305.385 and will be used for the administration of state, federal, and local laws. Payment information will be reported to the Internal Revenue Service under the name and Federal tax ID number or, if none, the Social Security number provided above.

I have read this Agreement, including the attached Exhibits. I certify that I have the authority to sign and enter into this Agreement. I understand the Agreement and agree to be bound by its terms.

Authorized Signature

Authorized Title

Name (please print)

Date _____

SEASIDE SCHOOL DISTRICT SIGNATURE

(This Agreement is not binding on the District until signed by the appropriate signing authority)

Authorized Signature

Authorized Title

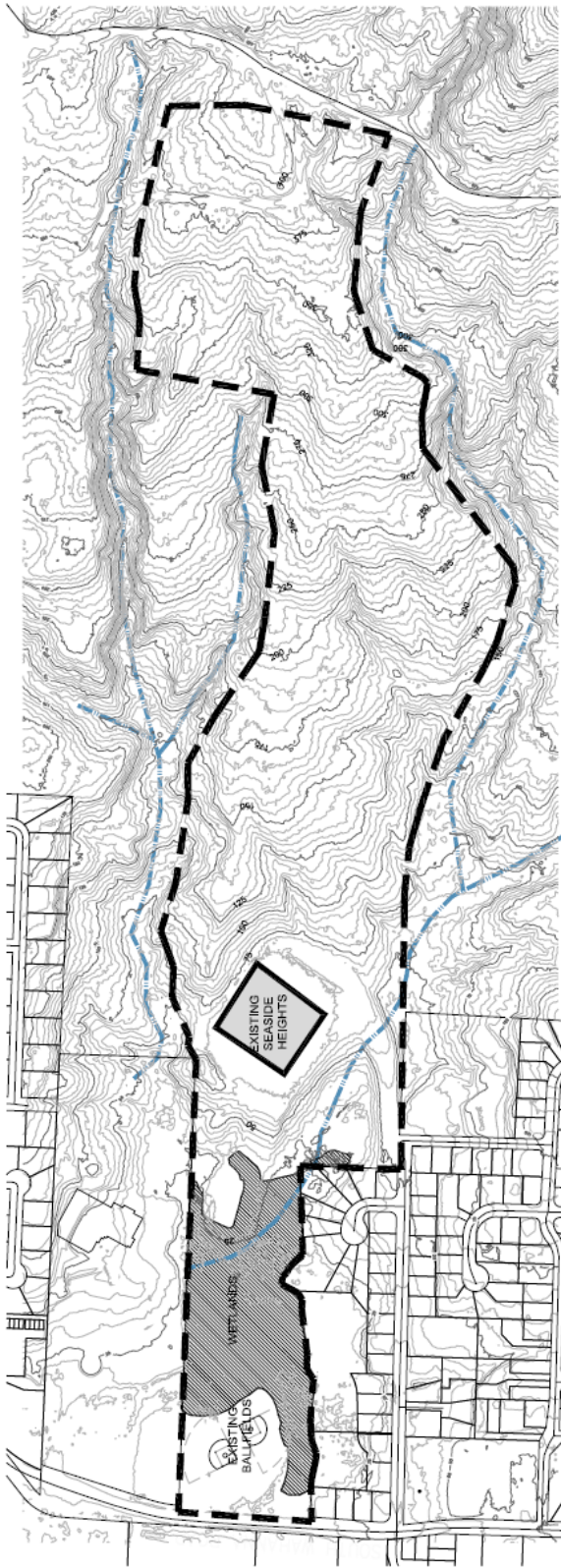
Date _____

Name (please print) _____

ATTACHMENT 12
FEE SCHEDULE


(Insert here)

PROPERTY SITE



POTENTIAL SITE PLAN 1

SCALE: 1"=400'-0"

<p>DULL OLSON WEEKES architects inc.</p>	<p>SEASIDE SCHOOL DISTRICT</p> <p></p> <p>1000 PINE STREET, SUITE 100, PORTLAND, OREGON 97208 P 503.226.8800 / F 503.273.9102 / WWW.DOWNSIDE.COM</p>
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Seaside School District RFP Construction Management Services 47

