

**Gladstone School District  
115 Request for Proposals  
Architectural--Engineering  
Services for  
District-Wide Facilities Master Plan**

**Issued: February 13, 2023**

**Deadline for Submittal of Proposals: March 9, 2023 by 1:00pm**

**Attention:**

Rachel Lopez Hopper  
Gladstone School District  
17789 Webster Road  
Gladstone OR 97027

**TIMETABLE**

	Description	Date	Time
Request for Proposals	RFP Issue Date	February 13, 2023	4:00 PM
	Questions and Requests for Clarifications (please submit written questions via Email at HopperR@Gladstone.k12.or.us)	February 27, 2023	3:00 PM
	Gladstone Response to Questions and Requests for Clarification	March 2, 2023	4:00 PM
	RFP Due Date	March 9, 2023	1:00 PM
Optional Interviews	Gladstone Notification of Finalists	March 17, 2023	4:30 PM
	Finalist Presentation/Interviews (if needed)	March 20-22, 2023	TBD
Award	Notice of Intent to Award	March 27- April 3, 2023	
	Contract Execution	April 13, 2023	
	Begin Engagement	April 14, 2023	

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

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

## **OBJECTIVE OF THIS RFP**

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

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

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

## **BACKGROUND**

Gladstone School District serves approximately 2,000 students in 4 schools and employs an average of 250 employees located at multiple locations within the District. The District boundary nearly mirrors the City of Gladstone City limits and Gladstone.

## **WRITTEN QUESTIONS, COMMENTS, ADDENDA**

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

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Gladstone School District  
17789 Webster Road  
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[HopperR@Gladstone.k12.or.us](mailto:HopperR@Gladstone.k12.or.us)

All interested firms shall monitor the District's website at [WWW.Gladstone.K12.OR.US](http://WWW.Gladstone.K12.OR.US) under the Departments/Business Office section to receive all written addendum and responses to questions.

## **PROPOSAL SUBMISSION**

Interested firms may submit responses to this Request for Proposal by completing the documentation requested herein and submitting an electronic copy to:

Rachel Lopez Hopper  
Gladstone School District  
[HopperR@Gladstone.k12.or.us](mailto:HopperR@Gladstone.k12.or.us)

Emailed proposals will be verified as received if they are received no later than 1:00 pm, Pacific Daylight Time, March 10, 2023, **and** contain all of the required documents. Gladstone School District will not be liable in any manner for expenses incurred by the vendor(s) in response to this RFP.

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

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

## **PROPOSAL FORMAT**

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

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

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

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

## SELECTION PROCESS

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

The District reserves the right to require that a selection of finalist firms make a presentation to a selection team.

Once the District has selected the firm which can best meet the District's needs, based on the evaluation factors, the District will negotiate the specific District system requirements with the selected firm, using the firm's proposal to determine the cost of the system components and options as determined in the sole discretion of the District.

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

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

## SUBMITTAL REQUIREMENTS

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

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

### **ADDITIONAL REQUIREMENTS**

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

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

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

### **CANCELLATION**

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

### **APPEALS**

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

Appeals should be sent to the following address or emailed as noted:

Rachel Lopez Hopper  
Gladstone School District  
17789 Webster Road  
Gladstone OR 97027  
[HopperR@Gladstone.k12.or.us](mailto:HopperR@Gladstone.k12.or.us)

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

**ATTACHMENT A**  
**Scoring Sheet**

(This score sheet is provided for your information only)

**Gladstone School District 115**  
**FACILITIES ASSESSMENT & MASTER PLAN SERVICES**  
**EVALUATION SCORE SHEET**

Proposer Name: \_\_\_\_\_ Reviewer: \_\_\_\_\_

**Required Submissions:**

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

**Review criteria:**

**POINTS:**

1. Firm description and experience (25 points maximum)
2. Staff qualifications and experience (15 points maximum)
3. Approach (20 points maximum)
4. Experience with engagement [includes references] (20 points maximum)
5. MWESB participation (10 points maximum)
6. Rates (10 points maximum)

\_\_\_\_\_ **TOTAL POINTS** (100 possible)

**ATTACHMENT B**  
Signature of Duly Authorized Representative

**Gladstone School District 115**

**FACILITIES MASTER PLAN SERVICES EVALUATION SCORE SHEET**

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

The undersigned agrees and certifies that she/he:

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

Authorized Signature Date: \_\_\_\_\_

Authorized Name (type or print): \_\_\_\_\_

FEIN ID# or SS# (required): \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_



## **ATTACHMENT C**

### **Appendices**

#### **RFP AMENDMENTS**

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

#### **VENDOR'S COST TO DEVELOP PROPOSAL**

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

#### **WITHDRAWAL OF PROPOSALS**

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

#### **REJECTION OF PROPOSALS – WAIVER OF INFORMALITIES OR IRREGULARITIES**

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

#### **PROPOSAL VALIDITY PERIOD**

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

#### **PUBLIC RECORDS**

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

#### **CANCELLATION, DELAY OR SUSPENSION OF SOLICITATION; REJECTION OF PROPOSALS**

The District may cancel, delay or suspend this solicitation if in the best interest of the District as determined by the District. The District may reject any or all proposals, in whole or in part, if in

the best interest of the District as determined by the District. The District reserves the right to reject any or all proposals not in compliance with public contracting procedures.

### **RIGHT TO AWARD OR REJECT**

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

### **INDEPENDENT CONTRACTOR**

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

### **COMPLIANCE WITH LAW**

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

### **CONTRACT AWARD AND EXECUTION**

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

The general conditions and specifications of the RFP and as proposed by the District and the successful vendor's response, as amended by agreements between the District and the vendor, will become part of the contract documents. Additionally, the District will verify vendor representations that appear in the proposal. Failure of the vendor's products to meet the mandatory specifications may result in elimination of the vendor from competition or in contract cancellation or termination. Once District staff has selected the vendor that can best meet the District’s needs, based on the evaluation factors, the District will negotiate the specific District system requirements with the selected vendor, using the vendor’s proposal to determine the cost of the project components and options as determined in the sole discretion of the District. After that negotiation period has ended and District has, in its sole discretion, finalized the project requirements, the vendor selected as the apparent successful vendor will be expected to enter into a contract with the District substantially in the form and content attached, but with the addition of specific information pertaining to the agreed-upon work to be provided for the District. The successful proposer is expected to execute this contract verbatim unless

it has proposed specific changes to the contract in its response to this RFP and has later obtained agreement from the Gladstone School District for the contract change. All such proposed changes should be accompanied by an estimate of the cost savings to the District that would result from the recommended change.

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

## **DEFENSE, INDEMNIFICATION, HOLD HARMLESS AND INSURANCE REQUIREMENTS**

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

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

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

### **LIABILITY INSURANCE**

VENDOR will maintain a policy of liability insurance in the form, and from an insurance company, approved by the Gladstone School District, which company is admitted or otherwise licensed to do business in the State of Oregon.

A. Said insurance shall insure VENDOR for the benefit of the DISTRICT in not less than the amount of \$1,000,000 single limit liability for each occurrence, and aggregate coverage of not less than \$3,000,000.

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

C. Certificate of Insurance: VENDOR shall require its insurance carrier to provide to the Gladstone School District a certificate of insurance evidencing said coverage. Said policy shall provide that such coverage cannot be modified, terminated or canceled by the carrier without six (6) months written notice sent by certified mail by the insurance carrier to the Gladstone School District. It

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

### **EQUAL OPPORTUNITY COMPLIANCE**

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

The proposer, in the performance of this agreement, agrees not to discriminate in its employment because of an employee's or applicant's race, religion, national origin, ancestry, sex, sexual preference, age, or physical handicap.

### **OTHER COMPLIANCE REQUIREMENTS**

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

### **OWNERSHIP OF DOCUMENTS**

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

### **CONFIDENTIALITY OF INFORMATION**

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

## ATTACHMENT C

### PERSONAL SERVICE AGREEMENT

Agreement # \_\_\_\_\_ Purchase Order Number \_\_\_\_\_

**THIS PERSONAL SERVICES CONTRACT** ("Contract"), made and entered into as of the \_\_\_\_\_ day of **April**, 2023 by and between Gladstone School District ("District") and \_\_\_\_\_ ("Contractor"). The District requires services which the Contractor represents that it is capable of providing, and desires to enter into an agreement with Contractor under the following terms and conditions, including but not limited to the attached General Terms and Conditions, which are incorporated herein by this reference.

**1. SERVICES**

Contractor will perform the services described in the document attached hereto as Exhibit A, together with all other services necessary or incidental to perform the \_\_\_\_\_ services in a manner satisfactory to District ("Services").

**2. TERM**

The term of this Contract will commence on \_\_\_\_\_ and continue until \_\_\_\_\_, unless earlier terminated in accordance with this Contract.

**3. COMPENSATION**

As full consideration for performance of the Services, District will pay Contractor based the number of hours actually worked multiplied by the hourly rate of \$\_\_\_\_/hour, up to a maximum amount payable under this Contract of \_\_\_\_\_ Dollars (\$\_\_\_\_\_). If additional resources will be used in providing the Services, District will pay Contractor for those resources based on the number of hours actually worked multiplied by the hourly rates, if any, set forth on Exhibit B, subject to the maximum amount payable set forth in the preceding sentence.

**4. CRIMINAL HISTORY CHECK/FINGERPRINTING**

Any Contractor who will have direct, unsupervised contact with students will be subject to a criminal history check and fingerprinting pursuant to OAR 581-21-0511. Has a criminal history check or fingerprinting been previously completed for the District or another Oregon school district?  
☐ **Yes** ☐ **No** *If yes, which District*

**5. MODIFICATION**

District may at any time, without invalidating this Contract, direct Contractor to prepare a draft modification that describes any scope-related changes to the Services that the District deems desirable. Upon receipt of those directions, provided they do not materially change the nature of the Contract or exceed Contractor's capacity to perform (to be determined in Contractor's reasonable discretion), Contractor will promptly prepare and submit to District a draft modification reflecting the District's desired changes and proposing reasonable adjustments, if any, to the work schedule and delivery dates for the Services, or the amount of Contractor's compensation. No modification of the terms of this Contract, including assignment of rights or obligations, will be effective unless made in writing and signed by all parties.

## GENERAL TERMS AND CONDITIONS

### SECTION 1. DESCRIPTION AND STANDARD OF SERVICES

1.1 The Services will include any services performed by Contractor before the date of this Contract.

1.2 Other than as described in Exhibit A, Contractor will not contract with or otherwise use any subconsultants, subcontractors or other non-employee persons or entities ("Subcontractors") to perform the Services without the prior written approval of District. Contractor will be responsible for all acts and omissions of the Subcontractors.

1.3 Contractor warrants that it and the Subcontractors are fully licensed, registered or otherwise authorized to perform the Services to the extent applicable law requires such licensure, registration or authorization.

1.4 Contractor and the Subcontractors will exercise that degree of care in performing the Services in accordance with that prevailing among firms of comparable standing when performing similar services under similar circumstances ("Professional Standard"). Without limiting District's rights or remedies, Contractor will promptly correct or re-perform those Services not meeting the Professional Standard without additional compensation.

1.5 Contractor and the Subcontractors will comply with applicable laws, statutes, codes, ordinances, rules, regulations and lawful orders.

1.6 During the performance of this Contract, Contractor will follow any reasonable District policies and procedures regarding performance of services, and Contractor will cause the Subcontractors to comply with these policies and procedures. Nothing in this Section requires District to develop policies and procedures or to provide policies and procedures to Contractor.

1.7 District's review, approval, acceptance, use, or payment for all or any part of the Services hereunder will in no way alter the Contractor's obligations or District's rights hereunder, and will not excuse or diminish Contractor's responsibility for performing the Services consistent with this Contract.

1.8 If Contractor's proposal is incorporated herein, any conflicts between the proposal and this Contract will be resolved in favor of this Contract. Any limitations of liability, waivers of damages, or disclaimers of warranty or liability contained in Contractor's proposal will not apply to this Contract.

1.9. Work Performed on District Property. Contractor shall comply with the following:

a. Identification: When performing work on District property, Contractor shall be in appropriate work attire (or uniform, if applicable) at all times. If Contractor does not have a specific uniform, then Contractor shall provide identification tags and/or any other mechanism the District in its sole discretion determines is required to easily identify Contractor. Contractor and its employees shall (i) display on their clothes the above-mentioned identifying information and (ii) carry photo identification and present it to any District personnel upon request. If Contractor cannot produce such identification or if the identification is unacceptable to District, District may provide at its sole discretion, District-produced identification tags to Contractor, costs to be borne by Contractor.

b. Sign-in Required: As required by schools and other District locations, each day Contractor's employees are present on District property, those employees must sign into the location's main office to receive an in-school identification/visitor tag. Contractor's employees must display this tag on their person at all times while on District property.

c. No Smoking: All District properties are tobacco-free zones; Contractor is prohibited from using any tobacco product on District property.

d. No Drugs: All District properties are drug-free zones as enforced by local law enforcement.

e. No Weapons or Firearms: Except as provided by statute and District policy, all District properties are weapons- and firearms-free zones; Contractor is prohibited from possessing on its persons or in its vehicles any weapons or firearms while on District property.

1.10. Unsupervised Contact with Students. This provision is required by statute. "Unsupervised contact" with students, means contact that provides the person opportunity and probability for personal communication or touch with students when not under direct District supervision. As required by ORS 326.603, Contractor shall ensure that Contractor, any subcontractors, and their officers, employees, and agents will have no direct, unsupervised contact with students while on District property. Contractor will work with District to ensure compliance with this requirement. If

Contractor is unable to ensure through a security plan that none of its officers, employees, or agents or those of its subcontractors will have direct, unsupervised contact with students in a particular circumstance or circumstances, then Contractor shall notify District before beginning any work that could result in such contact. Contractor authorizes District to obtain information about Contractor and its history and to conduct a criminal background check, including fingerprinting, of any Contractor officers, employees, or agents who will have unsupervised contact with students. Contractor shall cause its employees and/or subcontractors, if any, to authorize District to conduct these background checks. Contractor shall pay all fees assessed by Oregon Department of Education for processing the background check. District may deduct the cost of such fees from a progress or final payment to Contractor under this Contract unless Contractor elects to pay such fees directly. If Contractor has unsupervised contact with students, Contractor acknowledges District's obligations related to reporting of child abuse and sexual conduct. If there are reports or allegations of sexual conduct or abuse involving one of Contractor's employees, Contractor agrees to immediately remove that employee from providing services to the District. Contractor will follow District's requests for removal of such employees following a report or allegation. Contractor will cooperate in any investigation being conducted by District, law enforcement, DHS, ODE and/or TSPC. Contractor has received information regarding abuse and sexual conduct and District will provide current information to Contractor on an annual basis.

1.11. Confidentiality; FERPA Re-disclosure. Family Education Rights and Privacy Act ("FERPA") prohibits the re-disclosure of confidential student information. Except in very specific circumstances, Contractor shall not disclose to any other party without prior consent of the parent/guardian any information or records regarding students or their families that Contractor may learn or obtain in the course and scope of its performance of this Contract. Any re-disclosure of confidential student information must be in compliance with the re-disclosure laws of FERPA. Contractor is not to re-disclose information without prior written notification to and written permission of District.

## **SECTION 2. COMPENSATION**

2.1 Contractor will not be entitled to compensation in excess of such amount set forth on the first page of this Contract without the prior written directive or approval of such services by District.

2.2 If total compensation is in excess of \$150,000, as stated on the first page of this Contract this contract shall not be binding upon District until approved by the District Board of Directors.

If it appears that the total payments under this Agreement shall exceed \$150,000, Contractor shall notify the District's Director of Finance, who shall present this Agreement to the District Board of Directors for approval of compensation in excess of \$150,000. No compensation shall be due or payable to Contractor in excess of \$150,000 (in the aggregate) unless the District Board of Directors approves this Agreement.

2.3 If applicable, payments for reimbursable expenses are set forth and identified in Exhibit B. Contractor will not be entitled to reimbursement of any expenses other than those stated in Exhibit B, and Contractor's reimbursement for reimbursable expenses will be limited to the amount stated in Exhibit B unless otherwise approved in writing in advance by District.

2.3 Payments under this Contract will be due thirty (30) days after District's receipt of monthly invoices. District may withhold from any progress or final payment any damages, backcharges or claims incurred or anticipated by District to the extent caused by Contractor. For anticipated damages, backcharges or claims, District may withhold up to one hundred fifty percent (150%) of the amount anticipated.

## **SECTION 3. SCHEDULE**

3.1 Contractor will perform and complete the Services with reasonable promptness, and will deliver any identified deliverables in accordance with any schedule established by the District. Time is of the essence of this Contract.

## **SECTION 4. OWNERSHIP AND USE OF DOCUMENTS**

4.1 All drawings, specifications, reports, surveys, studies and other work product of Contractor that result from this Contract ("Work Product") will be provided to District upon request and will be considered the exclusive property of District. If any of the Work Product contains intellectual property of the Contractor or the Subcontractors that is or could

be protected by federal copyright, patent, or trademark laws, or state trade secret laws, Contractor hereby grants District a perpetual, royalty-free, fully paid-up, nonexclusive and irrevocable license to copy, reproduce, perform, dispose of, use and re-use, in whole or in part, and to authorize others to do so for the benefit of District, all such Work Product.

## **SECTION 5. INDEMNIFICATION**

5.1 To the fullest extent allowed by law, Contractor will indemnify, hold harmless, reimburse and defend District and its members, partners, directors, officers, affiliates, subsidiaries, employees and agents from, for and against any and all claims, demands, damages, losses, expenses, liabilities and penalties, including but not limited to reasonable attorneys' and expert witnesses' fees, arising out of or relating to this Contract but only to the extent caused by the acts or omissions of Contractor, the Subcontractors, or any person or entity for whose acts or omissions any of them are responsible, or by the failure of any such party to perform as required by this Contract.

## **SECTION 6. INSURANCE**

6.1 Except to the extent approved otherwise in writing by District, Contractor will purchase and maintain, at Contractor's expense, the types of insurance listed below, covering Contractor, its employees and agents:

- a. Workers' Compensation Insurance as required by law.
- b. Employers Liability Insurance with a per accident value at \$1,000,000, Disease – Policy Limit of \$1,000,000 and Disease – Each Employee of \$1,000,000.
- c. Comprehensive General Liability Insurance covering personal injury and property damage with a combined single limit, or the equivalent, of not less than \$2,000,000 each occurrence, \$3,000,000 general aggregate. This insurance will include contractual liability coverage for the indemnity provided under this Contract. If Contractor will have physical or virtual access to any District students, Contractor is also required to provide proof of insurance for Sexual Abuse and Molestation coverage at the same levels required above.
- d. Business Automobile Liability Insurance with combined single limit coverage of not less than \$1,000,000 aggregate for each claim, incident, or occurrence.
- e. Excess Liability Insurance, at the option of Contractor, may be used to provide the required Liability Insurance (excluding the Professional Liability Insurance), by means of a combination of the underlying policies and the Excess Policy written on an umbrella form so long as the Excess Liability policy will provide coverages as broad and be maintained for periods as long as the underlying policies.

6.2 All Liability Insurance policies required under Section 6.1 will (i) provide cross-liability coverages as would be achieved under the standard Insurance Services Office (ISO) separation of insureds clause, without any exclusions for cross-liability liability and (ii) include a waiver of subrogation in favor of District and its members, partners, directors, officers, affiliates, subsidiaries, employees and agents.

6.3 The policies required by Clauses c, d and e of Section 6.1 will name District and its members, partners, directors, officers, affiliates, subsidiaries, employees and agents as additional insureds. Such coverage of the additional insureds will be primary and noncontributory as to any insurance or self-insurance retention of the additional insureds, including any Excess Liability insurance thereof.

6.4 Contractor will file with District a certificate of insurance acceptable to District, and, if requested, a copy of the policies themselves, prior to performance of the Services. The certificate and policies will provide for thirty (30) days' notice to District of cancellation or a material change in coverage. If Contractor fails to procure and maintain the insurance required under this Contract, District may terminate this Contract for cause or, alternatively, purchase the required insurance at Contractor's expense.

6.5 Except to the extent approved otherwise by District in writing, Contractor will require the Subcontractors to comply with all provisions of this Section 6 as if the Subcontractors were Contractor.



## **SECTION 7. ASSIGNMENT**

7.1 Contractor will not assign or transfer any of its interest in this Contract, in whole or in part, without the prior written consent of District. District may assign this Contract and any rights relating to this Contract (including but not limited to its right to assert claims and defenses against Contractor) at District's discretion.

7.2 The provisions of this Contract will be binding upon and will inure to the benefit of the parties hereto and their respective successors and permitted assigns.

7.3 No Third Party Beneficiaries. District and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract provides any benefit or right, directly or indirectly, to third parties unless they are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.

## **SECTION 8. INDEPENDENT CONTRACTOR; SAFETY**

8.1 Contractor will perform the Services as an independent contractor and employing unit. Although Contractor will perform its Services for the benefit of District, and although District reserves the right to determine the schedule for the Services and to evaluate the quality of the completed performance, District does not control the means or methods of Contractor's performance. District expressly disclaims any acts by its employees who attempt to direct or control Contractor's manner of performance; Contractor shall notify the District's Director of Finance should any District employee make an attempt to exercise direction or control over Contractor. Contractor is solely responsible for determining the appropriate means and methods of performing the Services, and Contractor's liability therefor will not be diminished by any review, approval, acceptance, use or payment for the same by District or any other party.

8.2 Contractor will be responsible for remittance of all federal, state and local taxes applicable to any compensation or payments paid to Contractor under this Contract.

8.3 Contractor will be responsible for the safety of its employees and those of the Subcontractors, and will take all reasonable precautions to prevent personal injury, death and property damage resulting from the Services and its acts and omissions and those of the Subcontractors under this Contract.

8.4 Contractor shall be responsible for, and shall indemnify and hold District harmless from any governmental assessments resulting from Contractor's services or compensation, including but not limited to income tax, social security, worker's compensation, or employment insurance.

8.5 Hazardous Materials. Contractor shall notify District before using any products containing hazardous materials to which District employees, students, or the general public may be exposed. Products containing hazardous materials are those products defined by Oregon Administrative Rules, Chapter 437. Upon District request, Contractor must immediately provide Material Safety Data Sheets to District for all materials subject to this provision.

## **SECTION 9. TERMINATION OF CONTRACT; SUSPENSION OF SERVICES**

9.1 District may terminate this Contract in whole or in part at any time for its convenience or for cause. For a termination for convenience, the termination will be effective upon Contractor's receipt of District's written notice. For a termination for cause, the termination will be effective ten (10) days after Contractor's receipt of District's written notice and Contractor's failure during that period to cure the default. In the event of a termination for convenience, Contractor will be paid within thirty (30) days of termination for Services satisfactorily rendered through the date of termination, minus any damages, backcharges or claims incurred or anticipated by District caused by Contractor. In the event of termination for cause, Contractor will be paid for Services satisfactorily rendered within thirty (30) days after District's damages, backcharges or claims caused by Contractor have been finally accounted and settled. If compensation under this Contract is on a lump sum basis, payment upon termination for convenience or for cause will be prorated based on percentage completion as of termination. In no event will Contractor be entitled to payment for anticipated profit or overhead on Services not performed.

9.2 Contractor may terminate this Contract based upon a material default of District so long as Contractor gives written notice to District providing District with thirty (30) days to cure the default. Nonpayment by District of any sum in

dispute will not be considered a material default, and Contractor will continue performance of the Services to final completion pending resolution of any such dispute so long as undisputed payments are made.

9.3 Following a termination of this Contract, Contractor will wind down and cease its services as quickly and efficiently as possible, without performing unnecessary services or activities, and will deliver to District all Work Product that is or would have been deliverable had this Contract been completed. Contractor will also assign to District all contracts with Subcontractors as directed by District. Contractor will include in all contracts with the Subcontractors provisions providing for such assignment.

9.5 The rights and remedies of District provided in this Section 9 are not exclusive and are in addition to any other rights and remedies provided by law or under this Contract. All rights and remedies of District will be cumulative and may be exercised successively or concurrently.

## **SECTION 10. FORCE MAJEURE**

10.1 Neither District nor Contractor will be held responsible for delay or default to the extent caused by pandemic, fire, riot, an Act of God, war, terrorist attack or other cause beyond, respectively, District's or Contractor's reasonable control. Contractor will, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and will, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

## **SECTION 11. MISCELLANEOUS PROVISIONS**

11.1 The failure of either party to enforce any provision of this Contract will not constitute a waiver by that party of that or any other provision of this Contract.

11.2 The laws of the State of Oregon will govern this Contract.

11.3 District and Contractor agree that if any term or provision of this Contract is determined to be illegal, in conflict with any law, void or otherwise unenforceable, and if the essential terms and provisions of this Contract remain unaffected, then the validity of the remaining terms and provisions will not be affected and the offending provision will be given the fullest meaning and effect allowed by law.

11.4 All rights and obligations set out in this Contract and arising hereunder will survive the expiration or termination of this Contract (i) as to the parties' rights and obligations that arose prior to such expiration or termination and (ii) as is necessary to give effect to rights and obligations that arise after such expiration or termination but derive from a breach or performance failure that occurred prior to the expiration or termination.

11.5 This Contract constitutes the entire, legally-binding contract between the parties regarding its subject matter. No waiver, consent, modification or change of terms of this Contract will bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, will be effective only in the specific instance and for the specific purpose given. This Contract supersedes any and all prior or contemporaneous understandings, agreements, or representations, whether oral or written, not specified herein. No documents referenced, referred to, or incorporated into any exhibit to this Contract is incorporated into this Contract unless specifically referenced in this Contract and included herein.

11.6 This Contract may be executed in several counterparts, each of which will be an original, all of which will constitute one and the same instrument. A facsimile, PDF or other electronic signature will be considered an original. The individuals signing this Contract certify that they are authorized to execute this Contract on behalf of Contractor and District, respectively.

11.7 The Contract hereby incorporates all contract provisions that are required to be incorporated into contracts with public entities pursuant to (a) the Public Contracting Code (ORS Chapters 279A, 279B and 279C), (b) the applicable public contracting rules or (c) other applicable law. The provisions incorporated into the Contract under the preceding sentence include, without limitation, any provisions or amendments to provisions that become required after the Contract is executed.

11.8 This provision is required by statute. In addition to applicable federal and state laws, ORS 279B.220 requires that Contractor shall:

- a. Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract.
- b. Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract.
- c. Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
- d. Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

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

11.9 Payment for Medical Care: This provision is required by statute. As required by ORS 279B.230 and to the extent any of Contractor's employees are covered by Oregon employment laws, Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of Contractor, of all sums that Contractor agrees to pay for such services and all moneys and sums that Contractor collected or deducted from the wages of employees under any law, contract, or agreement for the purpose of providing or paying for such service.

11.10 Hours of Labor. This provision is required by statute. As required by ORS 279B.020(5), 279B.235(3), and 279C.540(6), for Contractor's employees subject to Oregon employment laws:

- a. Maximum Hours: Employees shall be paid at least time and a half pay for all time worked in excess of 40 hours in any one week and for work performed on Saturdays, Sundays, New Year's Day (Jan. 1), Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (first Monday in September), Thanksgiving Day (fourth Thursday in November), and Christmas Day (December 25).
- b. Exemption: The requirements of Section 11.10(a) do not apply to individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.
- c. Notice to Employees: Contractor must give notice in writing to its employees who perform work on this Contract, either at the time of hire or before commencement of work on this Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

11.11 Time Limitation on Claim for Overtime. This provision is required by statute. For Contractor's employees subject to Oregon employment laws and as required by ORS 279C.545, any worker employed by Contractor shall be foreclosed from the right to collect for any overtime provided in ORS 279C.540 unless a claim for payment is filed with Contractor within 90 days from the completion of this Contract, providing Contractor has: (1) Caused a circular clearly printed in boldfaced 12-point type and containing a copy of this section to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place that is readily available and freely visible to workers employed on the work, and (2) Maintained such circular continuously posted from the inception to the completion of this Contract on which workers are or have been employed.

## **SECTION 12. EXHIBITS**

- 12.1 The following documents are incorporated into and made a part of this Contract:
  - Exhibit A – Scope of Work
  - Exhibit B – Hourly Rates/Reimbursable Expenses

THE DISTRICT IS NOT BOUND OR OBLIGATED BY THIS CONTRACT AND NO WORK SHALL COMMENCE UNTIL ALL DISTRICT APPROVALS HAVE BEEN SECURED AS REQUIRED BY DISTRICT POLICY.

<hr/>		<hr/>		<hr/>	
Contractor Signature		Date		Superintendent or Designee	
<hr/>		<hr/>		<hr/>	
Address		Contractor Form W-9		On File	
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City/State/ZIP		Attached		Approval	
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				Will the Temporary Professional have direct, unsupervised contact with students?	
				<input type="checkbox"/> Yes <input type="checkbox"/> No	

Individuals that are not independent contractors shall be considered a Temporary Professional Employee by the District for employment purposes and must complete a Temporary Professional Employee Contract (FIS610p). The District is not bound or obligated by this contract and no work shall commence until all District approvals have been secured as required by District policy.							
OFFICE USE ONLY							
Fund	Function	Object	Location	Area	SubArea	Program	Total