

North Douglas School District #22
Drain, Oregon

REQUEST FOR PROPOSAL

**Educational Facility Assessment Services and
Long-Range Facility Planning Services**

Proposal Date Due: July 7, 2020

Time Due: 3pm PST

Place Due: North Douglas School District #22, District Office
P.O. Box 428, Drain, OR 97435

Person to Receive Proposals:

Name: Terry Bennett

Phone: 541-836-2223

Email: terry.bennett@northdouglas.k12.or.us

REQUEST FOR PROPOSALS FOR SCHOOL FACILITIES ASSESMENT, and LONG-RANGE FACILITY PLANNING

The North Douglas School District No. 22 (“District”), Drain, Oregon, is seeking proposals from ODE TAP qualified firms to provide the District with a Facility Assessment on all District buildings, and assist in the development of a 10-year Long-Range Facility Plan to include all the District’s buildings.

Proposals will be accepted until July 7, 2020 at 3pm. Accepted proposers may begin work on August 1, 2020 with walk-throughs completed within the first two weeks of August 2020 to ensure Social and Physical Distancing because of COVID-19 Global Pandemic. Off-site work be completed by November 30, 2020.

A copy of this Request for Proposal (RFP) may be obtained from District's website at <http://www.northdouglas.k12.or.us> or by contacting Terry Bennett, 541-836-2223 or by email at terry.bennett@northdouglas.k12.or.us.

The District reserves the right to reject any and all proposals and to waive irregularities and informalities in the submittal and evaluation process. This RFP does not obligate the District to pay any costs incurred by respondents in the preparation and submission of a proposal. Furthermore, the RFP does not obligate the District to accept or contract for any expressed or implied services. The successful vendor must comply with the District's equal opportunity requirements.

Terry Bennett

North Douglas School District No. 22

Drain, Oregon

Publish: June 24, 2020

www.northdouglas.k12.or.us

I – INTRODUCTION

The North Douglas School District No. 22 (“District”) is requesting sealed proposals from qualified firms to assist the District with the development of a Long-Range Facility Master Plan (10 years) based on conducting facility assessments and collecting district-wide data. The District will employ a consulting firm to evaluate the physical condition of existing school facilities, develop and prioritize options, prepare final documents, and present recommendations to the District.

1. District Overview

District located in Drain, OR serves Douglas County covering 195.97 square miles. The District provides educational services to approximately 350 students and employs over 55 personnel.

The District has 1 K-8 school, 1 9-12 high schools, maintenance shops and multipurpose room on the high school campus. In addition to the schools, the District manages District Office for a total facilities footprint of over 115,723 square feet.

The facility assessment will be used to develop, and be incorporated into, a Long-Range Facility Master Plan (10 years). This plan will guide the District in effectively maintaining district assets and support the District’s educational goals, and an immediate needs plan for the purpose of prioritizing the project list for future bonds.

2. Term of Contract

The District anticipates awarding single or multiple contracts as a result of this RFP. The contract term will be up to, but not greater than the length of the 2020-21 school year ending on June 10, 2021. A timeline of contract deliverables is included in the Statement of Work.

3. Request for Proposal Calendar

Request for Proposal Issued: June 23, 2020

Deadline for inquires and requests for clarification: June 29, 2020

Proposal Due Date: July 7, 2020

District team RFP evaluation and interviews (if needed): July 16, 2020

Notification of Intent to Award: July 23, 2020

Board Approval: July 27, 2020

On-Site Walk-Throughs: August 3, 2020 to August 14, 2020

II – PURPOSE AND SCOPE OF WORK REQUIRED

Phase 1: Facilities Assessment

This assignment is for the Consultant to complete a Facilities Assessment for the following School/District buildings:

Building Name	Gross Square Footage
North Douglas Elementary / Middle School	58,000
North Douglas High School / MPR / Shops	56,009
North Douglas District Office	1714

The overall purpose of the successful firm is to assist the District with conducting a facility condition assessment and collecting district-wide data. The Facilities Assessment will be conducted on the above listed School/District buildings in compliance with facility assessment standards established by the Oregon Department of Education (ODE) Office of School Facilities. Buildings will be assessed and evaluated per OAR 581-027-0035. All work and reports must comply with these requirements. The Facilities Assessment will be utilized to make decision with regards to upgrading facilities for student safety and security issues as well as compliance with today's building codes and the educational needs of today's students. Consultant will use the latest template issued by ODE and the Consultant must hold a current Assessor Certification from ODE. The Consultant will provide the completed Facilities Assessment workbooks and a final narrative report.

In order to understand the characteristics of each property beyond what is recorded in existing plans, documents, or other materials, the Consultant will interview knowledgeable District staff, and/or tenants for each facility, in order to benefit from their input and perspective. These interviews will be facility-specific and are to be reflected in the final reports.

Building System Inventory

The types of building systems to be assessed may vary with each building and shall include, but are not limited to, the following requirements as identified in OAR 581-027-0035:

- Foundation
- Basement
- Roofing: construction, coverings, openings
- Floor construction
- Exterior enclosure: exterior walls, windows, doors
- Interior construction: partitions, interior doors, fittings
- Stair construction and finishes
- Interior finishes: wall, floor, ceiling finishes

- Elevators, escalators, and other conveying systems
- Plumbing: fixtures, domestic water distribution, sanitary waste, rain water damage
- HVAC: energy supply, heat/cooling generating systems, distribution systems, terminal and package units, controls and instrumentation, systems testing and balancing
- Fire protection: sprinklers, standpipes, fire protection specialties
- Electrical: electrical service and distribution, lighting and branch wiring, communications and security
- Equipment: commercial, institutional
- Furnishings: fixed and movable
- Site improvements: roadways, parking lots, pedestrian paving, site development, landscaping
- Mechanical utilities: water supply, sanitary sewer, storm sewer, heating/cooling distribution, fuel distribution
- Electrical utilities: electrical distribution, site lighting, site communications and security
- Renovations, additions, and portables
- Security
- ADA compliance
- Technology
- Harmful substances
- Indoor air quality

Phase 2: Long-Range Facility Plan

Using the District's Facilities Assessment and district-wide data, the Consultant will develop a District Long-Range Facility Plan (LRFP) to help inform the District of how its educational facilities will support the District's educational vision in the next ten years. The LRFP will identify deficiencies in the current facilities that could impair the success of the District's vision. The report will identify both short- and long-term actions for the District to take to solve the identified issues. The LRFP will take into account District budgetary constraints, as well as District educational priorities. All work will meet requirements identified in OAR 581-027-0040, and be conducted in consultation with the Superintendent, District staff and School Board members.

Vision

The Consultant will work with the Superintendent, School Board, staff and community members to help articulate the District's vision for their facilities and their role in educating our students. They will develop charts, graphs, meeting minutes, and other materials to share the outcome of this work.

Facilitation

The Consultant will:

- Assist the District Facilities Committee in development of a facilities plan that can be used as the basis for a bond proposal;

- Develop a communications plan for sharing information, exchanging ideas and gathering feedback on all aspects of the facilities plan;
- Create a calendar for site visits, meetings, and events;
- Facilitate community and district meetings;
- Develop feedback loops from community and staff on the facilities plan and the priorities set by the Committee;
- Assist the District Facilities Committee in creating a plan that is consistent with the financial resources available to the District as well as a plan to determine a future school improvement bond.

[Districts may choose to incorporate other requirements under this section such as:

- Craft media deliverables for District outreach as part of the pre-bond planning process]

Long-Range Facility Plan Requirements

All work must meet the following requirements as identified in OAR 581-027-0040:

- Population projections by school age group for the next ten years using U.S. Census or Census partner data
- Collaboration with local government planning agencies (city and/or county) that results in:
 - Identification of suitable school sites if needed
 - Site acquisition schedules and programs
- Evidence of community involvement in determining:
 - Educational vision of local community
 - Proposals to fund long-range facility needs
- Identification of buildings on historic preservation lists including the National Historic Register, State Historical Preservation Office, and local historic building lists
- Analysis of district's current facilities' ability to meet district-adopted educational adequacy standards
 - Identification of standards adopted by district that are used to determine educational adequacy for district
 - Identification of ability of current facility capacity to meet district-adopted educational adequacy standards
- If current facilities are unable to meet district-adopted educational adequacy standards:
 - Identify deficiencies in current facilities
 - Identify changes needed to bring current facilities up to district-adopted educational adequacy standards
 - Identify potential alternatives to new construction or major renovation of current facilities to meet district-adopted educational adequacy standards
- A description of the plan the district will undertake to change its facility to match the projections and needs for the district for the next ten years

Project Milestones/Consultant Deliverables:

The following will be developed with District staff input and direction, and produced at relevant project milestones:

1) Facility Assessment

- Completion Timeframe: 2-4 months from start
- The Facilities Assessment and Seismic Assessment needs to be completed using the template provided by the Oregon Department of Education, which is in an Excel workbook format.
- A narrative report that includes an executive summary, analysis, evaluation, calculations, photos, diagrams, etc., together with all necessary appendices. The report needs to include a breakdown of costs for all deficiencies.
- Provide 10 printed copies of the narrative report, in addition to a digital file.

2) Long-Range Facility Plan

- Completion Timeframe: 6-9 months from start
- Coordinate the efforts to develop a LRFP, including community involvement.
- Final report that will address needs identified in the Facilities Assessment and a ten-year plan for addressing these issues as well as the district's foreseeable future needs.
- Availability to present the LRFP to the Board and other stakeholders.
- Provide 10 printed copies of the report, in addition to a digital file.

III – PROPOSAL FEES, EVALUATION AND AWARD

Fees

Facility Assessment – Proposers are asked to provide a cost per each listed building.

Long-range Facility Plan – Proposers are asked to provide a lump sum cost for the District Plan.

Evaluation Criteria and Scoring Process

The Evaluation Committee will consist of three to five members comprised of District staff and/or Board Members.

The Evaluation Committee shall review all documents submitted. It may also, at its discretion, conduct in person interviews with the Proposers submitting the highest scoring proposal(s). The District also reserves the right to select from proposals alone. The Board will make the final decision regarding the selection of the firm.

The following scoring will be used to evaluate the proposals (100 points maximum):

1. Relevant Oregon experience with school facility projects (30 pts)
2. Experience with facility planning, communications and campaign facilitation services (15 pts)
3. Fee Structure (20 pts)

4. Experience and expertise of key staff. (10 pts)
5. References from previous projects. (15 pts)
6. Ability to work within the compact time period (10 pts)

After consideration of the proposals, the contract award offer will be made to the Proposer that provides the best overall proposal in the opinion of the Board.

IV – PROPOSAL SUBMISSION

Proposers must submit (1) original and (3) complete copies of the proposal to: **North Douglas School District No. 22, P.O Box 428 / 500 So. Main St., Drain, Oregon 97435 no later than 3pm, July 2, 2020.**

Proposals shall be submitted in a sealed, opaque envelope appropriately marked with the Proposal title, and the name and address of the Proposer. Electronic or faxed submissions will not be accepted. Failure to respond to any or all of the requested information may result in disqualification of the proposal by the District.

Cost of Preparation of Response

Costs incurred by any Proposer in preparation of a response to this Request for Proposal shall be the responsibility of the Proposer.

Clarification or Protest of Specifications

Any Proposer requiring clarification of the information or protesting any provision herein, must submit specific questions/protests or comments in writing or Email to:

Terry Bennett, Superintendent, North Douglas School District #22, P.O. Box 428 / 500 So. Main St., Drain, OR 97435, 541-836-2223, email: terry.bennett@northdouglas.k12.or.us

The deadline for submitting questions and/or protests is **June 26, 2020**. If the District determines that additional information or interpretation is necessary, such information or interpretation will be supplied in Addenda that will be emailed to all persons or firms that have received this Request for Proposal. All such Addenda shall have the same binding effect as though contained in the main body of the Request for Proposal. Oral instructions or information concerning the specifications of the project from District managers, employees, or agents to prospective Proposers shall not bind the District. The Accounting Manager shall issue all addenda not less than five (5) working days prior to the proposal deadline.

Reservation of District Rights

District reserves all rights regarding this RFP, including, without limitation, the following:

- The right to amend, delay or cancel this RFP at any time if deemed to be in District's best interest. In no event shall the District have any liability for any amendment, delay, or

cancellation. The Proposer assumes the sole risk and responsibility for all expenses connected with the preparation of its proposal.

- The right to accept or reject any or all responses to this Request for Proposal, and to waive any informalities and/or irregularities in such proposals.
- The right to request clarification of any item in a firm's proposal or to request additional information necessary to properly evaluate a particular proposal. All requests for clarification and responses shall be in writing. Except for requests and responses related to a clarification necessary to evaluate whether a proposal has met minimum requirements, all requests for clarification and responses shall be provided to each evaluation committee member.
- The right to negotiate a Statement of Services based on the Scope of Services described in the RFP and to negotiate separately in any manner necessary to serve the best interest of the District.
- The right to amend any Contracts that are a result of the RFP.
- The right to engage consultants by selection or procurement independent of the RFP process or any Contracts or agreements under it to perform the same or similar services.
- The right to extend any Contracts that result from the RFP without an additional RFP process.
- Although price is a consideration in determining the apparent successful Proposer, the intent of the RFP is to identify a Proposer that has a level of specialized skill, knowledge, and resources to perform the Services as described in the RFP. The Proposer with the lowest Price proposal may not necessarily be awarded a Contract. The District reserves the sole right to determine the best Proposal.

Disputes

In case of any doubt or differences of opinions as to the items or service to be furnished hereunder, or the interpretation of the provisions of the RFP, the decision of the District shall be final and binding upon all parties.

References

District reserves the right to investigate references including customers other than those listed in proposer's submission. Investigation may include past performance of any proposer with respect to its successful performance of similar projects, compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, and its lawful payment of employees and workers.

Collusion

A Proposer submitting a Proposal hereby certifies that no officer, agent or employee of District has a pecuniary interest in this Proposal; that the Proposal is made in good faith without fraud, collusion or connection of any kind with any other Proposer and that the Proposer is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.

Confidentiality

The District is subject to the Oregon Public Records Law (ORS 192.410 to 192.505), which requires the District to disclose all records generated or received in the transaction of District business, except as expressly exempted in ORS 192.501, 192.502, or other applicable law. Examples of exemptions that could be relevant include trade secrets (ORS 192.501 (2)) and computer programs (ORS 192.501915)). The District will not disclose records submitted by a Proposer that are exempt from disclosure under the Public Records Law.

In general, all submittals in response to this RFP are public records and available for inspection upon request. Proposers who desire that information included as part of their submittal be treated as confidential must mark those pages as “confidential”, cite a specific statutory basis for the exemption, and the reasons why the public interest would be served by the confidentiality. *The entire RFP cannot be marked confidential, nor, shall any pricing. Should an RFP be submitted in this manner, no portion of it can be held as confidential unless that portion is segregated in the above manner and meets the above criteria.*

Notwithstanding the above procedures, the District reserves the right to disclose information that the District determines, in its sole discretion, is not exempt from disclosure or that the District is directed to disclose by the District Attorney or a court of competent jurisdiction. Prior to disclosing such information, the District will notify the Proposer. If the Proposer disagrees with the District’s decision, the District may, but is not required to enter into an agreement not to disclose the information so long as the Proposer bears the entire cost, including reasonable attorney’s fees, of any legal action, including any appeals, necessary to defend or support a no-disclosure decision.

Withdrawal of Proposal; Proposal Validity Period

Proposals may be withdrawn before the RFP submittal deadline by submitting a written request to Terry Bennett, Superintendent. Proposals that are not so withdrawn shall remain valid for a period of ninety (90) days following the deadline set for receiving proposals.

Submitted Materials Property of District

All material submitted for any portion of this solicitation shall become the property of the District, and will not be returned to proposers.

Sufficient Appropriation

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be affected by sending written notice to the Proposer. The District’s decision as to whether sufficient appropriations and authorization are available will be accepted by the Proposer as final. If the determination is made that there is insufficient funding to continue or finalize the proposal, the successful Proposer will be compensated to the level of effort performed, as authorized by the District prior to that determination.

V – CONTRACT TERMS AND CONDITIONS

North Douglas School District No. 22 Contract

Proposers are advised to thoroughly review and familiarize themselves with the standard contract incorporated as Appendix A.

- If a Proposer takes exception to any of these terms it is advised to contact the Terry Bennett, per Section IV of this RFP.
- At minimum, the proposal must reflect in writing, any exceptions to specific terms and conditions. District may reject a proposal with significant exceptions to terms and conditions.
- If successful Proposer does not take either one of the two steps above, he or she will be expected to sign a contract including all standard terms and conditions contained in the sample contract.
- Certain contract terms reflect state statute and may not be altered.
- District reserves the right to negotiate final contract terms with the awarded Proposer to the fullest extent allowed by law and as in the best interests of the District.

Insurance

General Insurance. Proposer, or independent consultant, shall furnish a Certificate of Insurance listing the District as an additional insured under blanket Errors and Omissions Coverage in the amount not less than \$1,000,000, provided that the formation of said contract shall not be complete and the District shall not be liable thereon until said contract has been executed by both the successful Proposer and The District and said Certificate of Insurance, properly executed, has been delivered to and accepted by the District.

Commercial General Liability. Proposer, or independent consultant, shall maintain in force for the duration of this agreement a Commercial General Liability insurance policy written on an occurrence basis with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

Automobile Liability. The Proposer, or independent consultant, shall maintain in force for the duration Automobile (owned, non-owned and hired) Liability insurance with limits not less than \$1,000,000 per occurrence shall be maintained. The District, its officials, employees, servants and agents, will be named as an additional insured as respects to work or services performed under this agreement. This insurance shall be primary and shall be paid and applied first in its entirety prior to any application of insurance the District may carry on its own.

Workers' Compensation. The Proposer, or independent consultant, shall provide and maintain workers' compensation coverage for its employees, officers, agents, or partners, as required by applicable workers' compensation laws.

The District reserves the right to change these criteria if the District extends the contract for the follow up design work.

Evidence of Coverage

Evidence of the above coverages issued by a company satisfactory to District shall be provided to the District, by way of a certificate of insurance before any work or services commence. A 30-day notice of cancellation or material change in coverage clause shall be included. Failure to maintain the proper insurance shall be grounds for immediate termination of this contract.

Equipment and Material

The Proposer, or independent consultant, shall be responsible for any loss, damage, or destruction of its own property, equipment, and materials used in conjunction with the work.

Subcontractors

The Proposer, or independent consultant, shall require all subcontractors to provide and maintain general liability, auto liability, professional liability (as applicable), and workers' compensation insurance with coverage's equivalent to those required of the general contractor in this contract. The Proposer shall require certificates of insurance from all subcontractors as evidence of coverage.

Exception or Waivers

Any exception or waiver of these requirements shall be subject to review and approval by the District, and must be in writing. Proposers are advised to review the insurance requirements contained in the sample contract. Before entering into the contract, the successful Proposer shall furnish to the District certificates of insurance verifying all such coverages are in place with District named as an additional insured. District will not agree to changes that unreasonably increase District's risk.

Negotiation with Awarded Contractor

The District reserves the right to negotiate final contract terms with the awarded contractor to the fullest extent allowed by law and as in the best interest of the District.

Personnel Substitution

If Contractor must substitute personnel included in the original proposal, the following conditions shall apply: Written District approval of substituted personnel is required, prior to the substitution.

APPENDIX A – PROPOSER’S CERTIFICATIONS AND REPRESENTATIONS

The undersigned hereby certifies that Proposer:

1. Has the authority and/or responsibility to submit a proposal and to represent the organization in all phases of this RFP process.
2. The information is true and accurate to the best of their knowledge.
3. Shall furnish, within the time specified, the Proposer’s Submittal, the items/services as indicated in the RFP and the Resultant Contract.
4. Is a Resident Proposer, Non-Resident Proposer, as defined in ORS 279A.120, of the State of Oregon, and has not discriminated against any minority, women, or emerging small business enterprises in obtaining any required subcontracts, in accordance with ORS 279A.110.

ORS 279A.120 (2) 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". (ORS 279A.120 (b)) "Non-resident bidder" means a bidder who is not a "resident bidder" as defined above. (ORS 279A.120 (a))

5. Understands any false statement may disqualify this proposal from further consideration or be cause for contract termination.
6. Understands by submitting this RFP Proposal, the undersigned certifies conformance to the applicable Federal Acts, Executive Orders and Oregon Statutes and Regulations concerning Affirmative Action toward equal employment opportunities. All information and reports required by the Federal or Oregon State Governments, having responsibility for the enforcement of such laws, shall be supplied to the District upon request for purposes of investigation to ascertain compliance with such acts, regulations, and orders.
7. Has not discriminated and will not discriminate against minority, women or emerging small business enterprises in obtaining any required subcontracts, and that the Proposer is not in violation of any discrimination laws.

8. Certification Regarding Debarment, Suspension and Other Responsibility Matters

The Proposer certifies to the best of its knowledge and belief that neither it nor any of its principals:

- (a) Are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from submitting bids or proposals by any federal, state or local entity, department or agency;
- (b) Have within a five-year period preceding the date of this certification been convicted of fraud or any other criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are presently indicted for or otherwise criminally charged with commission of any of the offenses enumerated in paragraph 2 of this certification;
- (d) Have, within a five-year period preceding the date of this certification had a judgment entered against proposer or its principals arising out of the performance of a public or private contract;
- (e) Have pending in any state or federal court any litigation in which there is a claim against proposer or any of its principals arising out of the performance of a public or private contract; and
- (f) Have within a five-year period preceding the date of this certification had one or more public contracts (federal, state, or local) terminated for any reason related to contract performance.

Where Proposer is unable to certify to any of the statements in this certification, Proposer shall attach an explanation to their offer. The inability to certify to all of the statements shall not necessarily preclude Proposer from award of a contract under this procurement.

9. Acknowledges Receipt of Appendix A.

Proposer's Federal Tax ID # (EIN): _____ **or** **Social Security #:** _____

FAILURE TO SIGN AND SUBMIT THIS FORM MAY BE CAUSE FOR PROPOSAL REJECTION

Signature: _____ Date: _____

Name (Printed): _____

Title: _____

Company Name: _____

Street Address: _____

City: _____

State: _____

Zip: _____

Phone: _____

Fax: _____

Email: _____