

Request for Qualifications



Campus Master Planning Services

Redwood Campus, Grants Pass Oregon

REQUEST FOR QUALIFICATIONS (RFQ) NO. P17926-2019-03-13

RFQ CLOSING (DUE) DATE: March 13, 2019, 10:00 AM, Local Time

NO LATE RESPONSES WILL BE ACCEPTED

SUBMIT TO:

Rogue Community College
Attn: Jodie L Fulton, CPPO, CPPB
Contract and Procurement Manager
3345 Redwood Highway, JO Bldg., Rm 11
Grants Pass, Oregon 97527

PROFESSIONAL, TECHNICAL AND EXPERT SERVICES

Rogue Community College District

REQUEST FOR QUALIFICATIONS

For

Campus Master Planning Services

PROPOSALS DUE: March 13, 2019 by 10:00 a.m.

Envelope(s) shall be sealed and marked with RFQ Project Title.

Submit one (1) original and three (3) complete copies plus one (1) thumb drive with a digital copy of the Proposal to:

Rogue Community College District
Jodie L Fulton, Contract and Procurement Manager
Contract and Procurement Office – Josephine Building
3345 Redwood Hwy
Grants Pass, OR 97527
(541) 956-7200

Questions should be submitted in writing to the attention of Jodie Fulton at jfulton@roquecc.edu and will be answered by written addenda.

This solicitation is advertised on the State of Oregon's purchasing page (ORPIN) and the College's purchasing website at <http://web.roquecc.edu/contract-and-procurement/vendor-opportunities>

GENERAL INSTRUCTIONS AND CONDITIONS

INVESTIGATION – The Proposer shall make all investigations necessary to be informed regarding the service(s) to be performed under this request for proposal.

SPECIAL CONDITIONS – Where special conditions are written in the Request for Qualifications, these special conditions shall take precedence over any conditions listed under the Professional, Technical and Expert Service "General Instructions and Conditions".

CLARIFICATION OF REQUEST FOR QUALIFICATIONS – Proposers who request a clarification of the RFQ requirements must submit questions in writing to the person(s) shown in the QUESTIONS section on the cover of this RFQ, or present them verbally at a scheduled pre-proposal meeting, if one has been scheduled. The College must receive written questions no later than the scheduled pre-proposal meeting. The College will issue a response in the form of an addendum to the RFQ if a substantive clarification is in order.

Oral instructions or information concerning the Request for Qualifications given out by College employees or agents to prospective Proposers shall not bind the College.

ADDENDUM - Any change to this RFQ shall be made by written addendum issued no later than 72 hours prior to the proposal due date. The College is not responsible for any explanation, clarification or approval made or given in any manner except by addendum.

COST OF PROPOSAL – This Request for Qualifications does not commit the College to pay any costs incurred by any Proposer in the submission of a proposal or in making necessary studies or designs for the preparation thereof, or for procuring or contracting for the services to be furnished under the Request for Qualifications.

CANCELLATION - The College reserves the right to modify, revise or cancel this RFQ. Receipt and evaluation of proposals or the completion of interviews do not obligate the College to award a contract.

LATE PROPOSALS – Proposals received after the scheduled closing time for filing will be returned to the Proposer unopened.

REJECTION OF PROPOSALS – The College reserves the right to reject any or all responses to the Request for Qualifications if found in the College's best interest to do so. At the College's discretion, litigation between the College and a Proposer may be cause for proposal rejection, regardless of when that litigation comes to the College's attention and regardless how the Proposer's proposal may have been scored. Proposals may also be rejected if they use subcontractors or subconsultants who are involved in litigation with the College. Proposers who are concerned about possible rejection on this basis should contact the College before submission of a proposal for a preliminary determination of whether its proposal will be rejected.

BUSINESS LICENSE – Successful Proposer shall obtain a current Business License prior to initiation of contract and commencement of the work.

WORKERS' COMPENSATION INSURANCE - Successful Proposer shall be covered by Workers' Compensation Insurance or shall provide evidence that State law does not require such coverage.

CERTIFICATION AS AN EEO AFFIRMATIVE ACTION EMPLOYER – Successful Proposers must abide by a policy of Equal Employment Opportunity Affirmative Action.

LOCAL CONTRACTING – If the final evaluation scores are otherwise equal, the College prefers goods or services that have been manufactured or produced by a Local Business. The College desires to employ local businesses in the purchase, lease, or sale of any personal property, public improvements or services. The College wants the residents of the State of Oregon to benefit from optimizing local commerce and services, and the local employment opportunities they generate.

RESIDENT RESPONDENT - Respondents will be required to attest as to whether they are resident or nonresident Respondents in accordance with provision of ORS 279C.365. Please use the College's form.

CONFLICT OF INTEREST – A Proposer filing a proposal thereby certifies that no officer, agent or employee of the College who has a pecuniary interest in this Request for Qualifications has participated in the contract negotiations on the part of the College, that the proposal is made in good faith without fraud, collusion or connection of any kind with any other Proposer of the same Request for Qualifications, and that the Proposer is competing solely in its own behalf without connection with or obligation to, any undisclosed person or firm.

TYPE OF CONTRACT – A sample personal services contract for the College is attached hereto as Exhibit B; conditions and terms may be modified at the time of contract negotiations.

AWARD – Proposer selection may include, but is not limited to, negotiation with the highest ranked Respondent, competitive negotiations, multiple-tiered competition designed to identify a class of Respondents that fall within a competitive range or to otherwise eliminate from consideration a class of lower ranked responders, or any combination of methods, as authorized or prescribed by rules adopted under 279A.065.

CONFIDENTIALITY – All information submitted by Proposers shall be public record and subject to disclosure pursuant to the Oregon Public Records Act (ORS 192.410 et seq.), except such portions of the proposals for which Proposer requests exception from disclosure consistent with Oregon Law. Any portion of a proposal that the Proposer claims constitutes a "trade secret" or is "confidential" must meet the requirements of ORS 192.501, ORS 192.502 and/or ORS 646.461 et seq. If the entire proposal is marked as constituting a "trade secret" or being "confidential," at the College's sole discretion, such a proposal may be rejected as non-responsive.

If a request to inspect the proposal is made, the College will notify the Proposer of the request. If the College refuses to release the records, the Proposer agrees to provide information sufficient to sustain its position to the College, the College will notify the Proposer in order for the Proposer to take all appropriate legal action. The Proposer further agrees to hold harmless, defend and indemnify the College for all costs, expenses and attorney fees that may be imposed on the College as a result of appealing any decision regarding the Proposer's records.

The College has the authority to waive minor irregularities and discrepancies that will not affect the competitiveness or fairness of the solicitation and selection process.

These Professional, Technical and Expert Services Request for Qualifications "General Terms and Conditions" are not to be construed as exclusive remedies or as a limitation upon rights or remedies that may be or may become available under ORS Chapter 279.

SECTION A.

I. INTRODUCTION

HISTORY

Rogue Community College has been providing credit and non-credit post-secondary education for nearly 50 years. Originally established in Josephine County in 1970, nearby Jackson County joined the district in 1997 through annexation.

Today the College district covers 4,801 square miles and serves a combined population of 297,000. The district includes three campuses: Redwood Campus, situated on 84- wooded acres five miles outside the city of Grants Pass with 29 buildings and 161,000 square feet; Riverside Campus, an urban campus comprised of six buildings and 73,500 square feet in downtown Medford; and Table Rock Campus in White City, a 105,000- square-foot former industrial facility and a 13,000 square-foot high tech center that houses primarily career and technical education (CTE) programs.

In addition, the College has a 12,000 square foot learning center in the Illinois Valley (Josephine County), which serves the city of Cave Junction (population 1,353) and surrounding area. Also in Josephine County, the College operates a 16,000 square foot Small Business Development Center and Art classroom complex in downtown Grants Pass. In Medford at the Riverside Campus there are 5 buildings total. One of the buildings the College shares a 69,000-square-foot Higher Education Center constructed and operated in partnership with Southern Oregon University.

The school year comprises three 11-week terms (fall, winter, spring) and an eight-week summer session. In the 2018 academic year there were 8,931 credit students and 6,104 non-credit students taking courses annually.

The majority of students who attend the College live within the district (approximately 60 percent are Jackson County residents, 40 percent Josephine County), and many students attend classes in both counties. Online learning is the most rapidly growing student population. Credit course offerings include a broad variety of lower division courses that prepare students for transfer to a four-year university, plus two-year CTE degrees and one-year CTE certificate programs that range from automotive technology to nursing. The College offers four two-year associate degrees: The Associate of Arts/Oregon Transfer, Associate of General Studies, Associate of Science and Associate of Science/Oregon Transfer in Business (available online), and Associate of Applied Science degrees in 19 disciplines.

SECTION B.

MISSION, VISION, CORE VALUES and GOALS

Mission: Rogue Community College provides quality education to help students achieve their goals and supports the vitality of our community.

Vision: Rogue Community College is a premiere learning college that transforms, strengthens and inspires.

Core Values

Integrity: requires us, as an institution and individuals, to be transparent, ethical and accountable.

Collaboration: promotes an agile, responsive culture to creatively address the aspirations and needs of our communities.

Inclusion: creates a compassionate and safe environment that views all individuals and ideas fairly.

Stewardship: commits us to responsible and thoughtful guardianship of our human, economic, environmental and cultural resources.

Courage: frees the institution to find and pursue the best path in support of student learning and Rogue excellence.

Wildly Important Goals: Core Themes

Access to Educational Opportunities

Objective 1: *Improve access to educational and support systems for current and prospective students.*

Make entry to RCC a smoother transition for all students. Make use of college support systems more student-friendly, including course entry requirements and prerequisites.

Objective 2: *Increase participation of under-served populations in our programs.*

College enrollments do not reflect under-served populations at the same rate as they occur in the community.

Objective 3: *Create collaborative learning spaces that connect students to other students, faculty, staff and local employers.*

These are spaces where students can learn together, with college faculty and staff, or with local employers.

Student Success

Objective 4: *Construct guided educational pathways.*

Guided pathways are highly structured, educationally logical program maps.

Objective 5: *Increase effective student engagement strategies.*

Student engagement is the degree of attention, curiosity, optimism, interest and passion that students demonstrate when they are learning. It influences the level of motivation they have to learn and progress in their education.

Objective 6: *Decrease student time to completion while maintaining quality education.* The longer students take to finish a certificate or degree, the more likely they are to drop out of college. This has a negative impact on their earning power in the workforce.

Collaborative Partnerships

Objective 7: *Increase alignment between college programs and local employers.*

Make sure that programs lead to actual jobs in the Rogue Valley.

Objective 8: *Leverage local partnerships to enhance college strategic goals.*

Find ways to share resources and reduce costs.

Objective 9: *Maximize cross-divisional strategies to solve problems creatively.*
Work together for the success of our students.

II. SCOPE OF WORK

The College requests the submittal of qualifications from consultant firms interested in providing planning services to develop a comprehensive Campus Master Plan (CMP) for the Redwood Campus in accordance with the Commission on Colleges and Universities of the Northwest Association of Schools, Colleges, and Universities accreditation standard. The College intends to develop a comprehensive CMP that integrates the requirements of the College's institutional mission and educational programs with the needs of the community. Services shall include completion of a comprehensive review of existing CMP, evaluation of existing facilities, identification of current and anticipated facility requirements, and preparation of a plan that addresses the identified needs. A component of the CMP will be the development of a financial strategy to accomplish the recommended improvements.

SECTION A.

SPECIFIC OBJECTIVES

The specific objectives and development of the CMP shall include but not necessarily be limited to the following:

1. Complete on-campus collaborative programming workshops, including supplemental interviews with internal and external stakeholders.
2. Develop a long-range procedure to guide incremental decisions for the development of campus facilities.
3. Develop a facilities condition index for existing campus buildings.
4. Prepare a capital improvement plan that addresses the operational and growth needs of the College for the Redwood Campus.
5. Develop 2 campus site plan options that also includes placement of a new Science building and parking on campus. Develop a third campus option using the existing Science Building and provide ROM cost for the suggested renovation.

It is anticipated that the development of the CMP will be accomplished, as indicated below, in two phases. The first phase shall be from May 2019 through July 2019, and the second phase from August 2019, through December 2019. Prioritization of work activities for the project will be a joint effort between RCC and the selected firm based in part upon available funding. The scope of work for phase 1 and phase 2 will include but not necessarily be limited to the following:

III. PHASING of PROJECT

SECTION A.

Phase 1: Data Review/Space Evaluation and Developing a Schematic for the CMP

1. Review existing planning documents and reports, including but not limited to the following:
 - a. 2012 institutional master plan
 - Institutional consistency connecting all campuses
 - b. 2018 science program space requirement report.
 - c. 2018 building condition report for existing science building.
2. Review and evaluate existing campus buildings and parking inventory.
 - a. Review available space(s).
 - b. Review space classification.
 - c. Review occupancy requirements and deficiencies.
 - d. Evaluate building condition and estimated remaining usefulness
3. Review and evaluate all campus program requirements through a series of workshops.
 - a. Review campus academic programs.
 - b. Review student life programs.
 - c. Review and determine community activities, future and current, and their associated space requirements.
 - d. Review space requirements for all programs identified.
 - e. Review credit hour production data; duration rooms are used for courses based on course credit requirements.
4. Review facility standards and compare to other Higher Education standards recognized by peer institutions in a comparable geographic area.
5. Review existing facilities and audit current building format.
 - a. General fund facilities space
 - b. Auxiliary funded facilities space.
6. Identify unique program assets, including the use of the college's center in Illinois Valley and sharing space with K-12 or other institutions.
7. Evaluate campus space requirements.
 - a. Define curriculum facility needs.
 - b. Define student life facility needs
 - c. Evaluate potential shared spaces and resulting space created.
 - d. Review and evaluate the impact of proposed facility improvements.
8. Compare identified facility requirements with existing facility inventory.
9. Public input
 - a. Develop a series of campus open house workshops to gather public feedback on the concepts collected during phase one.
10. Provide presentations to Board Committees, Campus Councils, and Executive Team.

SECTION B.

Phase 2: Development of Campus Master Plan

1. Recommend specific facility improvements
 - a. General fund facilities space.
 - b. Auxiliary funded facilities space.
2. Prepare an updated CMP
 - a. Identify duplication of space(s).
 - b. Identify recommended shared spaces and provide a recommended use for the space(s) made available.
 - c. Identify proposed improvements of existing facilities.
 - d. Identify proposed construction for additional facilities.
 - e. Integrate previous planning efforts to define updated recommendations for outdoor improvements.
 - i. Vehicular circulation and parking.
 - ii. Outdoor learning complex improvements.
3. Prepare 3 comprehensive options for the proposed Campus Master Plan.
 - a. Facility improvements
 - b. Site improvements.
 - c. Information Technology improvements.
 - d. Placement of new science program facility
4. Recommend a capital improvement plan with the following cost projections
 - a. Five (5) year capital cost projections.
 - b. Ten (10) year capital cost projections.

SECTION C.

Proposal and Evaluation Criteria

Proposals will be evaluated with primary consideration given to the following criteria:

1. Project Team

Identify the project principal, project manager, key staff and subcontractors and provide their curriculum vitae. Set forth how the team's qualifications and experience relate to this project.

Further identify:

- a. Qualifications and experience of all key personnel.
- b. Anticipated key staff involvement in project management and on-site presence.
- c. Current projected workloads for key personnel on this project.
- d. Qualifications of sub-consultant(s).
- e. Organizational chart of authority and coordination.
- f. Integration and delineation of sub-consultant functions.

Note: Organizational charts and graphs depicting aspects of the above may be included in the RFQ.

2. Firm Capabilities

- a. Experience of key staff and firm with higher education projects of similar scope and complexity, with emphasis on educational master plan preparation.
- b. Demonstrated success on past higher education projects of similar scope and complexity, and meeting schedules.
- c. Past record of performance on contracts with government agencies or private industry with respect to such factors as control of costs, quality of work and ability to meet schedules.
- d. Three to five (3-5) references from projects of similar scope and complexity, with emphasis on educational master plan preparation.
- e. Disputes on prior projects for the prior three (3) years, stating the nature of the dispute(s), sum(s) involved, who initiated the dispute, and resolution of the dispute.

3. Project Approach

For the project and services outlined in the RFQ document, please provide a summary on how your team will accomplish the following requirements:

- a. Data Review and Space Evaluation
 - i. Identify pertinent institutional data and develop methodology for review and assessment.
 - ii. Identify and incorporate the expectation of the College with the surrounding community.
 - iii. Survey existing facilities requiring updating.
 - iv. Develop facility requirements.
 - v. Identify existing and potential financial resources.
- b. Development of CMP to ensure compliance with all applicable laws and regulations.
 - i. Evaluate and assess potential capital improvements.
- c. Schedule: Managing the work to meet the established schedule. If proposing firm is not geographically local to the Rogue Valley, describe how coordination and communication will be managed for this project.
- d. Budget: Managing the work to meet an established budget

4. Cost Development of Services

The College recognizes that a fee proposal is not part of the RFQ evaluation and selection process. Describe the process that you propose to use to establish a fee for this study.

IV. INSTRUCTIONS TO PROPOSERS

The following dates are proposed as a timeline for the selection process:

RFQ Published	February 15, 2019
Deadline for Questions - 5:00 P.M.	March 6, 2019
Proposal Due - 10:00 A.M.	March 13, 2019
Selection Committee Review Complete (tentative)	March 29, 2019
Interviews (tentative)	April 1 - 5, 2019
Notice of Intent to Negotiate/Award (tentative)	April 17, 2019
Deadline for Protests of Award - 12:00 P.M. (tentative)	April 24, 2019
Board of Education Approval (tentative)	May 21, 2019

The College reserves the right to make adjustments to the above noted schedule.

Selection Award Process and Criteria Scoring

A committee comprised of College Staff and members of the College's Board of Education will independently evaluate the proposals received and will assign numerical values to each area based on the criteria. The committee will then meet to determine a numerical total for each firm. If there is a clear choice, no further process will be necessary. However, if the committee chooses, the highest scoring proposals will be selected as the "short list" and asked to make an oral presentation to the committee in order to determine the final selection.

Each proposal will be scored based on the criteria and points listed below. A possible 100 points may be accumulated. After the oral interview, scores from the written proposal and oral interview will be summed resulting in a final score. The award recommendation will be given to the proposal having the highest final score.

Criteria and Scoring:

1. Project Team 0-25 points
2. Firm Capabilities 0-25 points
3. Project Approach 0-35 points
4. Cost Development 0-15 points

At any point during the evaluation process, the College is permitted, but is not required to seek clarification of a proposal. However, a request for clarification does not permit changes to a proposal.

Interviews/Oral Presentations

Presentation of Proposals will be scheduled by invitation only. Presentations will tentatively be scheduled the week of April 1, 2019, at the College's Redwood Campus in Grants Pass, Oregon. The College reserves the right to determine which, if any, Proposers will be invited to make presentations. Additional supplemental material (not including organizational charts and graphs) beyond the fifty (50) page proposal limit may be submitted for presentation to College at the oral presentation, if a proposer is so selected. Each proposer must submit eight (8) copies of the presentation packet materials and one digital copy on a thumb drive.

PROPOSAL PREPARATION AND SUBMITTAL

PROPOSAL SUBMISSION

Sealed proposals must be received no later than the date and time, and at the location, specified on the cover of this solicitation. The outside of the envelope shall plainly identify the subject of the proposal. It is the Proposer's responsibility to ensure that proposals are received prior to the specified closing date and time, and at the location specified. Proposals received after the specified closing date and/or time shall not be considered and will be returned to the Proposer unopened. The College shall not be responsible for the proper identification and handling of any proposals submitted to an incorrect location.

Proposals must be clear, succinct, and shall not exceed fifty (50) pages (8 1/2" X 11") including section dividers, title page and table of contents. Proposals should use a font size for type no smaller than 12 pt. Proposers who submit more than the pages indicated may not have the additional pages of the proposal read or considered. Upon selection for an Oral Presentation, Proposers may bring larger format presentation boards or alternate forms of presentation but all materials submitted shall be reproducible to 8 1/2 X 11 formatting and shall become the property of the College.

Proposers must provide all information as requested in this Request for Qualifications (RFQ). Responses must follow the format outlined in this RFQ. Additional materials in other formats or pages beyond the stated page limit(s) may not be considered. The College may reject as non-responsive, at its sole discretion, any proposal or any part thereof, which is incomplete, inadequate in its response, or departs in any substantive way from the required format or is not in the best interest of the College. Proposal responses shall be organized in the following manner and shall address each item listed in the Evaluation Criteria:

1. Cover Letter
2. Project Team (including Project Scope and team member responsibility)
3. Project Approach
4. Cost Development
5. Non-Collusion Affidavit (Attachment A)
6. Resident Bidder (Attachment B)
7. Proposer's Representation and Warranties (Attachment C)

By submitting a response to this RFQ, the Proposer is accepting the terms of the Request for Qualifications and its attachments and exhibits.

In addition to the requirements listed to satisfy the evaluation criteria a cover letter shall be submitted. The Cover Letter must include the following:

- RFQ project title: Campus Master Planning Services - NO. P17926-2019-03-13
- Name(s) of the person(s) authorized to represent the Proposer in any negotiations
- Name(s) of the person(s) authorized to sign any contract that may result
- Contact person's name, mailing or street addresses, phone and fax numbers and email address.
- Statement of interest in this project.
- Acknowledgement of the receipt of any and all addenda for the RFQ.

CONTRACT AWARD

As a matter of qualifications-based selection (QBS) the College will attempt to reach a final agreement with the highest scoring Proposer. However, the College may, in its sole discretion, terminate negotiations and reject the proposal if it appears agreement cannot be reached. The College may then attempt to reach a final agreement with the second highest scoring Proposer and may continue on, in the same manner, with remaining proposers until an agreement is reached.

The proposal and all responses provided by the successful Proposer may become part of the final contract. The form of contract shall be the College's Standard Contract.

PROTESTS OF CONTRACT AWARDS:

Protests may be submitted to the College only for formal solicitations resulting in contract(s) only from those Proposers who would receive the contract if their protest was successful.

Protests must be in writing and received by the College within seven (7) calendar days, UNLESS OTHERWISE NOTED, following the date the College's Notice of Intent to Award was issued. The protest must specifically state the reason for the protest and show how its proposal or the winning proposal was miss-scored or show how the selection process deviated from that described in the solicitation document. No contract will be awarded until the protest has been resolved.

Protests must be timely and must include all legal and factual information regarding the protest, and a statement of the form of relief requested. Protests received later than specified or from other than the Proposer who would receive the contract if the protest was successful will not be considered. The exercise of judgment used by the evaluators in scoring the written proposals and interviews, including the use of outside expertise, is not grounds for appeal.

The College may waive any procedural irregularities that had no material effect on the selection of the proposed contractor, invalidate the proposed award, amend the award decision, request the evaluation committee re-evaluate any proposal or require the College to cancel the solicitation and begin again to solicit new proposals. The College's decision regarding a protest is final.

EXHIBITS AND ATTACHMENTS

Exhibit A Sample College Contract

The attached contract is the College's standard consulting services/personal services contract and will be used as a result of this selection process.

Attachment A Non-Collusion Affidavit

Attachment B Resident Bidder

Attachment C Proposer's Representation and Warranties

EXHIBIT A

Sample Contract



CONSULTING SERVICES/PERSONAL SERVICES CONTRACT

CAMPUS MASTER PLANNING SERVICES

THIS AGREEMENT, made this ____ day of _____, 2019, by and between **<Consultant>**, a _____ in the State of Oregon, hereinafter referred to as "CONTRACTOR", and **Rogue Community College District**, a political subdivision of the State of Oregon, hereinafter referred to as "COLLEGE".

Article 1. The Services

The COLLEGE hereby agrees to engage the CONTRACTOR to perform the technical and/or professional services as hereinafter set forth. CONTRACTOR is not an employee of the COLLEGE.

Mater Planning Services for the Redwood Campus Master Plan

Project Not To Exceed: \$

Article 2. Scope of Services

The CONTRACTOR shall perform the services set forth in RFQ NO, P17926-2019-03-13, entitled Scope of Services, attached hereto and by reference incorporated herein and made a part hereof. CONTRACTOR is engaged to render a professional service only, and any payments made to the CONTRACTOR are compensation solely for such services rendered and recommendations made in carrying out the services. Except as otherwise agreed by the parties, CONTRACTOR shall follow the usual and customary practice of its profession to make findings, provide opinions, make factual presentations, and provide professional advice and recommendations.

Article 3. Time of Performance

The services of the CONTRACTOR are to **commence within** _____ after the date of this

Agreement. The services shall be completed in accordance with the schedule developed by the parties hereto and contained in the schedule of performance and all work covered by this Agreement shall be completed **within** _____ from the date of this Agreement.

Article 4. Personnel

- A. The CONTRACTOR represents that it employs, or will employ at its own expense, all personnel required to perform the services under this Agreement.
- B. All of the services required hereunder will be performed by the CONTRACTOR or under its direct supervision and all personnel engaged in the services shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.
- C. CONTRACTOR shall be responsible to ensure that it and any subcontractors comply with all applicable Federal, State and local laws regarding employee wages, hours, benefits, health care, and workers compensation, and shall ensure that all expenses and claims related thereto are paid promptly. The applicable provisions of ORS 279B and 279C are attached hereto and incorporated herein by reference.
- D. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the COLLEGE.

Article 5. Compliance with Laws and Regulations

CONTRACTOR shall at all times observe and comply with all federal and state laws and local ordinances and regulations, including but not limited to possession of a valid business license, in any manner affecting the conduct of the services, and all such orders or decrees as exist at the present and those which may be made or enacted later by bodies or tribunals having any jurisdiction or authority over the services.

CONTRACTOR must comply with all tax laws of this state and all applicable tax laws for any political subdivision throughout the duration of this Agreement including any extension. Any violation of state tax law and/or applicable tax law for any political subdivision shall constitute a material breach of this agreement and shall entitle the College to terminate this Agreement and pursue and recover any and all damages that arise from the breach and the termination of the Agreement, and to pursue any or all of the remedies available by law.

Article 6. Federal Requirements and Provisions

Notwithstanding any other provision hereof, any applicable federal laws, rules or regulations are to govern in any case where federal funds are involved and the federal laws conflict with any provision hereof.

Article 7. Compensation

The COLLEGE shall compensate the CONTRACTOR in accordance with the Schedule of Charges and Payment Schedule as negotiated and added as Exhibit B to this contract, which shall include the basis for rates and charges. Compensation shall be billed monthly in

summary form giving employees names and hours and expense data. Payment to CONTRACTOR is due upon presentation of invoice to the COLLEGE and is to be made within sixty (60) days. Under no circumstances shall the cost of the Services exceed the dollar figure stated on the first page of this contract.

Article 8. Payment to Contractor and Extras

Subject to ORS 279C.570 (Progress Payments) and subject to ORS 279C.550 (Retainage), and in consideration of the faithful performance of the services herein embraced and provided for, as set forth in this contract, solicitation, general specifications and special provisions, notice to contractors, and plans which are a part thereof, in accordance with the directions of the COLLEGE and to its satisfaction, COLLEGE agrees to pay to CONTRACTOR the amount earned by CONTRACTOR under said contract, as provided in the general specifications and special provisions attached. All payments will be made at the times and in the manner provided in the general and special provisions incorporated herein and in accordance with the regulations of the COLLEGE in regard to the payment of claims, which regulations provide, among other things, that all claims against the COLLEGE shall be submitted to the COLLEGE by invoice.

Except as otherwise provided herein, no payment for extras shall be made unless and until such extras and the price therefor have been authorized in writing in advance.

Article 9. Data to be Furnished

All information, data, reports and records and maps as are existing, available and necessary for the carrying out of the services and shall be made available to the CONTRACTOR without charge by the COLLEGE, and the COLLEGE shall cooperate in the carrying out of the services without undue delay.

Article 10. Changes

The COLLEGE may from time to time request changes in the scope of the services and the time of performance as set forth herein. Such changes, including any increase or decrease in the amount of compensation to the CONTRACTOR, shall be mutually agreed upon by and between the parties hereto and shall be memorialized as written amendments to this Agreement.

Article 11. Suspension of Services

The COLLEGE may suspend, in writing, all or a portion of the services under this Agreement if unforeseen circumstances beyond COLLEGE 'S control make normal progress of the services impossible in the COLLEGE'S determination. CONTRACTOR may request that the services be suspended by notifying COLLEGE, in writing, of circumstances that are interfering with the normal progress of services. CONTRACTOR may suspend services in the event COLLEGE does not pay invoices when due. The time for completion of the services shall be extended by the number of days work is suspended pursuant to the terms of this Article 11. If the period of suspension exceeds ninety (90) days, the terms of this Agreement are subject to renegotiation, and both parties are granted option to terminate work on the suspended portion of Project in accordance with Article 13.

Article 12. Force Majeure

If the performance by either party of any provision of this Agreement (other than the payment

for services rendered) is prevented, stopped, or delayed by any strikes, lockouts, labor disputes, acts of God, government actions, acts of terrorism, civil commotions or unrest, fire or other casualty, or other causes beyond the reasonable control of the party from whom performance is required, the party will be excused from such performance for the period of time equal to the time of that prevention, stoppage, or delay up to a maximum of sixty (60) days

Article 13. Termination of Work

The COLLEGE may terminate all or a portion of the services covered by this Agreement for its convenience. The COLLEGE or CONTRACTOR may terminate the services if the other party fails to perform in accordance with the provisions of this Agreement by providing fifteen (15) days prior, written notice to the other by certified mail with receipt for delivery returned to the sender.

In that event, all finished or unfinished documents and other materials shall, at the option of COLLEGE, become its property. If requested by COLLEGE, CONTRACTOR shall perform such additional work as is necessary for the orderly filing of documents and closing of Project. The time spent on such additional work shall not exceed ten (10%) percent of the time expended on the Project prior to the effective date of termination. CONTRACTOR shall be compensated for work on the Project, plus work required for filing and closing as described in this Article, either of which is performed up to the effective date of termination; provided, however, that COLLEGE shall not be required to pay for work that is not done in substantial compliance with requirements of this contract and CONTRACTOR shall be liable to COLLEGE for any damages resulting from CONTRACTOR'S breach of its obligations under this contract.

Article 14. Default

If CONTRACTOR fails to begin the services under the contract within the time specified, or fails to perform the services with sufficient workmen or equipment or with sufficient materials to insure the prompt completion of the services, or shall neglect or refuse to remove and replace materials or work that have been rejected as defective or unsuitable, or shall discontinue the prosecution of the services or if CONTRACTOR shall become insolvent or declared bankrupt, or commit any act of bankruptcy or insolvency, or allow any final judgment to stand against CONTRACTOR unsatisfied for a period of forty-eight hours, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever, shall not carry on the services in an acceptable manner, COLLEGE shall give notice in writing to CONTRACTOR and CONTRACTOR'S surety of such delay, neglect or default, and if CONTRACTOR, within a period of ten days after such notice fails to correct the stated delay, neglect, or default, then COLLEGE in addition to the rights and remedies to which COLLEGE may be entitled by law for the enforcement of its rights hereunder or upon breach of covenant shall have full power and authority, without violating this contract, to take the prosecution of the services out of the hands of CONTRACTOR, to appropriate or use any or all of the materials and equipment on the ground that may be suitable and acceptable and may award a contract for the completion of this contract according to the terms and provisions hereof, or use such methods as in its opinion shall be required for the completion of this contract, in an acceptable manner. All costs and charges incurred by COLLEGE together with the costs of completing the services under the contract, shall be deducted from any money due or which shall become due said CONTRACTOR. In case the expense so incurred by COLLEGE shall be less than the sum which would have been payable under the contract, if it had been completed by

CONTRACTOR hereunder, then CONTRACTOR shall be entitled to receive the difference less any damages for delay to which COLLEGE may be entitled, and in case such expense shall exceed the sum which would have been payable under the contract, CONTRACTOR and the surety shall be liable and agree to and shall pay COLLEGE the amount of said excess with damages for delay of performance, if any. CONTRACTOR shall not make any disposition of the plant, machinery, tools, appliances, supplies or materials used on or in connection with the services, whether by sale, covenants, or encumbrance, inconsistent with the provisions of this contract.

The contract may be canceled at the election of COLLEGE for any failure or refusal on the part of CONTRACTOR to faithfully perform this contract according to its terms and conditions.

Article 15. Non-Appropriation

Notwithstanding the termination provisions and the Default section above, termination may occur for non-appropriation. Specifically, all COLLEGE obligations to spend money under this contract are contingent upon future appropriations as part of the COLLEGE budget process and local budget law, and the failure of the Board of Education to make the appropriation shall necessarily result in termination of this contract. As such, in the event insufficient funds are appropriated for the payments under this contract, then the COLLEGE may terminate this contract at the end of its current fiscal year, with no further liability or penalty to the COLLEGE. The COLLEGE shall deliver written notice to CONTRACTOR of such termination no later than thirty (30) days from the determination by the COLLEGE of the event of non-appropriation.

Article 16. Interest of the Contractor

The CONTRACTOR hereby covenants that it has, at the time of the execution of this Agreement, no interest and that it shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed pursuant to this Agreement. The CONTRACTOR further covenants that in the performance of the services no person having any such interest shall be employed.

Article 17. Findings Confidential

No report, information, or other data given to or prepared or assembled by the CONTRACTOR pursuant to this Agreement which the COLLEGE has requested be kept confidential, shall be made available to any individual or organization by the CONTRACTOR without the prior written approval of the COLLEGE.

Article 18. Subletting or Assignment

Neither of the parties, hereto shall assign, sublet nor transfer interest in this Agreement or any portion thereof without the prior written consent of the other.

Article 19. Rights to and Disposition of Data

The term "subject data" as used herein includes all data, written materials, photographs, drawings or other information collected or created under this Agreement whether delivered under this Agreement or not. The term does not include financial records, accounting records or other information incidental to the administration of this Agreement. All subject data shall be retained by the CONTRACTOR, in accordance with the terms of this Agreement, until disposition of such subject data shall have been determined in a manner mutually agreeable to the parties hereto. Subject data shall be available for study and utilization by the COLLEGE

so long as such subject data is in the possession of the CONTRACTOR. Following termination or completion of the services pursuant to this Agreement, upon request, CONTRACTOR will deliver copies of all subject data to COLLEGE and the COLLEGE may duplicate, use and disclose in any manner and for any purpose whatsoever all subject data. Upon request, all final reports and other materials prepared by CONTRACTOR under this agreement shall be the property of COLLEGE.

Article 20. Publications

It is agreed that either or both of the parties hereto may publish at any time, subject to the terms of this Agreement, the results of the services conducted hereunder, provided credit is given to the individuals and organizations who conducted and sponsored the services. A copy of each manuscript to be submitted for publication by either or the parties hereto shall be furnished to the other party prior to such submission for publication, and five (5) copies or reprints shall be furnished to the other party subsequent to publication. Articles or works reporting on the subject work hereunder or on portions thereof which are published by the CONTRACTOR shall contain the forward, preface or footnote a statement to the effect that publication of the article or work does not necessarily indicate acceptance by the COLLEGE of the findings, conclusions or recommendations either inferred or specifically expressed therein.

Article 21. Intellectual Property, Including but Not Limited to Copyrights

Neither party shall claim any copyright protection for any plans, architectural designs, schematics, reports, maps or other documents produced in whole or in part under this Agreement.

Article 22. Indemnity

CONTRACTOR hereby agrees to defend, indemnify, and hold harmless COLLEGE, its officers, agents, and employees, from and against any and all liability, including but not limited to claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions, and costs of actions including, but not limited to, attorneys' fees for trial and on appeal, and for the preparation of same arising out of the CONTRACTOR's, its officers', agents', and employees' acts or omissions while performing services or actions associated with this Agreement. Provided, however, that CONTRACTOR shall not be required to indemnify COLLEGE against liability for damages arising out of death or bodily injury to persons or damage to property caused solely by the negligence of COLLEGE.

Article 23. Insurance

CONTRACTOR shall obtain at its own expense and maintain continuously in effect during the term of this Agreement the following minimum insurance:

- A. Commercial General Liability Insurance on an "occurrence" policy form covering Bodily Injury and Property Damage, Products/Completed Operations, Personal & Advertising Injury, and blanket Contractual Liability. Such insurance shall be primary and non-contributory, and provide limits of at least \$2,000,000 per Occurrence and a General Aggregate of at least \$4,000,000. "*Rogue Community College District and its officers, employees and agents while acting within the scope of their duties as such*" shall be named an Additional Insured by endorsement.

- B. Commercial Automobile Liability Insurance for Bodily Injury and Property Damage covering owned, non-owned, rented, and hired autos. Such insurance shall provide a combined single limit per accident of at least \$2,000,000.
- C. Workers Compensation Insurance meeting statutory requirements of Oregon Workers Compensation Law must be provided by CONTRACTOR (and any sub-contractor CONTRACTOR may use) for any subject workers, as well as Employers Liability Insurance with limit of at least \$1,000,000.

If CONTRACTOR is statutorily exempt from the requirement to provide Workers Compensation Insurance, CONTRACTOR shall complete, sign, and submit a ***Declaration of Exemption from Oregon Statutory Workers Compensation*** in lieu of Workers Compensations Insurance.

- D. Professional Liability Insurance (also known as “Errors and Omissions” or “malpractice liability” insurance for professionally trained, licensed, or certified service providers) with a limit of at least \$2,000,000. Such coverage may be on a “claims made” policy form. Should the Professional Liability Insurance policy be terminated for any reason, satisfactory “tail” coverage of an extended claims reporting period of at least two (2) years shall be required and provided at the sole expense of CONTRACTOR.

CONTRACTOR shall submit to COLLEGE certificates of insurance for all policies listed above at time of this Agreement, and at each subsequent insurance renewal for the life of this Agreement. Certificate must include Additional Insured Endorsement for General Liability Insurance. Certificates of insurance for current coverage or activated tail coverage for Professional Liability Insurance, because it is a claims-made coverage, shall continue to be submitted to COLLEGE for two (2) years following the effective term of this Agreement. Certificate Holder (and additional insured for General Liability) shall be shown as: Rogue Community College District, 3345 Redwood Highway, Grants Pass, OR 97527. *Any request for exemption from this requirement must be in writing and approved by the COLLEGE’S Vice President of College Services.*

CONTRACTOR is responsible to assure that COLLEGE receives a required thirty (30) days written notice prior to cancellation of, material change to, exhaustion of aggregate limits of, or intent not to renew any insurance policy for coverage required in this Agreement. Ten (10) days will be accepted for cancellation due to non-payment of premium. CONTRACTOR shall itself provide the written notice in the event that its insurance companies will not or do not provide such notice. Failure to maintain proper insurance and/or provide timely notification of a change in coverage is grounds for potential immediate termination of this contract.

Notwithstanding insurance requirements stated or any modifications made thereto, in no case shall the presence or absence of any insurance coverage, or any insurance policy limit, provision, term, or condition reduce the obligations of the CONTRACTOR for liability granted generally by law or specifically in the terms of this Agreement. In no case shall COLLEGE be responsible for any amount of CONTRACTOR self-insurance, or any retention, deductible, or coinsurance amount required by CONTRACTOR’s insurance policies.

Article 24. Partial Invalidity

If any term, covenant, condition, or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby.

Article 25. Integration

This Agreement represents the entire understanding of COLLEGE and CONTRACTOR as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This Agreement may not be modified or altered except in writing signed by both parties.

Article 26. Jurisdiction

This Agreement shall be administered and interpreted under the laws of the State of Oregon, and any litigation arising from this Agreement shall commence in Josephine or Jackson Counties, Oregon.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper officers the day and year first above written.

Rogue Community College District

<CONTRACTOR>

Signature Date

Signature Date

Curtis Sommerfeld
Printed Name

Printed Name

Vice President of College Services
Title

Title

ATTACHMENT A

NON-COLLUSION AFFIDAVIT

STATE OF OREGON)
COUNTY OF)

I, _____ after first being sworn, depose and say that in submitting the proposal to which this affidavit is attached, I certify that said proposal has been computed and determined independently, without collusion, and without any agreement, understanding or planned course of action with any other vendor of materials, suppliers, equipment or services described in the invitation to submit proposal. I further state that the contents of the attached proposal have not been communicated by the undersigned, its employees or agents, to any person not an employee or agent of this Respondent, or to its surety on any bond furnished with the proposal, and further that such information will not be communicated to any such person prior to the official opening of the proposal.

I further state that I sign this affidavit as a (sole proprietor, partner, officer of the bidding corporation), and that I am so authorized to sign, and I have fully informed myself regarding the accuracy of the statements made herein.

Dated this _____ day of _____, 20__

Signature _____

(Designate Capacity)

Subscribed and sworn to before me this _____ day of _____, 20__

Notary Public, State of Oregon

My Commission Expires:

(Notarial Seal)

ATTACHMENT B

RESIDENT BIDDER

In compliance with ORS 279C.365 (h), Section 2, each bid must contain a statement as to whether the bidder is a resident bidder. This is defined by ORS 279A.120: “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 and has a business address in this state.

_____ Yes, I certify that I am a “resident bidder” as defined by ORS 279A.120.

_____ No, I certify that I am not a “resident bidder” as defined by ORS 279A.120.

Name

Date

Attachment C

Proposer's Representation and Warranties

Name of Firm: _____

Address: _____

The Proposer certifies and warrants the following:

The Proposer has the power and authority to enter into and perform any resulting contract.

The Proposer acknowledges that the contract when executed and delivered is a valid and binding obligation and enforceable in accordance with contract terms.

That the Proposer, for a period of no fewer than six (6) calendar years prior to the closing date of this solicitation has faithfully complied with the following:

- All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318.
- Any tax provisions imposed by a political subdivision of this state that applied to Proposer, Proposer's property, operations, receipts, income, or to Proposer's performance of or compensation for any work performed by Proposer.
- Any tax provisions imposed by a political subdivision of this state that applied to Proposer, goods, services, or property, whether tangible or intangible.
- Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the forgoing tax laws or provisions.

That any goods or services delivered to Rogue Community College District as contracted shall be provided free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges and encumbrances of any kind.

Signature: _____

Name (please type or print): _____

Title: _____

Phone: _____ Fax: _____ Email: _____