

**COLUMBIA GORGE COMMUNITY COLLEGE
400 E. SCENIC DRIVE
THE DALLES, OR 97058**

Request for Proposals (“RFP”)

Renovation of Chenoweth Middle School into

Columbia Gorge Early Learning Center

RFP No. 352-01

Proposals Due:	Not later than 2 P.M. PST, January 19, 2024 Late proposals will not be accepted or considered.
Submit Proposals to:	Physical Address: Attention: Daniel Saldivar Facilities, Building 1 Columbia Gorge Community College 400 East Scenic Drive The Dalles, Oregon 97058
Direct Questions to:	Procurement Contact: Eric Wilson Email: eric@sledshedconsulting.com Phone: (503) 310-1477 Deadline for Questions/Solicitation Protests: 5 PM PST, December 20, 2023

Pre-Qualification:

☐ Required ☒ Not Required

Pre-Proposal Conference:

No pre-proposal conference.

RFP Availability:

This RFP is being issued through publications of general circulation, noticed on the college website (cgcc.edu) .

Proposal Opening:

Proposals will be opened on the date proposals are due.

Proposal Documents:**RFP for Renovation of Chenoweth Middle School****Attachment A: Form of Proposed Contract****Attachment B: Proposer Certifications and Representations****Attachment C: Certification Statement for Corporation or Independent Contractor****Attachment D: Insurance Requirements****Attachment E: Workers' Compensation Exemption Certificate****Attachment F: Affidavit of Non-Collusion****Attachment G: References****Attachment H: Byrd Anti-Lobbying Certification****1. Introduction**

As is common with rural communities across Oregon and Washington State, there is a critical lack of affordable, high-quality childcare in The Dalles. The Columbia Gorge Early Learning Center (CG-ELC) is envisioned to serve 200 children in a variety of programs and environments at a reimagined facility at Chenoweth Middle School in West The Dalles.

The College is seeking the services of a qualified architect and engineering team with demonstrated experience in working with Early Learning Environments and building renovations. Although the final construction of the CG-ELC project will be undertaken by entities other than Columbia Gorge Community College (CGCC), the goal will be to provide a shovel-ready design to hand off to the successor entity who will secure additional funding and complete construction and operate the facility.

The building will be renovated to support an expansion of the early learning programs and administrative units of CG-ESD. CGCC will support the Center through the Early Childhood Education (ECE) programs as practicum experience in the facility. D-21 will continue to own the property and use portions of it.

This is a request for full services to be delivered in two parts. Initially the design team will work with the Owners and Owner representative to develop a Project Definition package. This is intended to define the elements of the project and create a well-developed schematic design for the building and building systems. This work will form

the basis for the projects continuing fund raising and further development. The three primary objectives of the first phase of work are:

- 1) Define the detailed project programing, functional needs to serve and support the programs. The intent is to support the entire program functions within the confines of the existing building.
- 2) Systems reuse and integration of new systems. A systems assessment is being completed, the design effort is to review these assessments and propose alternatives. The building will ultimately be in a long-term lease and ongoing operational costs and maintenance being minimized is an important factor of success. This work is to be completed with sufficient detail to quantify the needs and extents for the purposes of modeling costs.
- 3) Develop a graphics package for fundraising purposes as well as generating further community support.

Fund raising is in progress. The initial steps of this effort are funded by a grant under the American Rescue Plan Act Coronavirus State Fiscal Recovery Fund (codified as 42 U.S.C. 802). As fund raising is successful the design team will reengage to refine the project with the available budget, complete documentation, permitting, bidding and construction. At this time the hold on work is undetermined and will be driven by funding availability. When the project does proceed the delivery method for construction will be design-bid-build.

The College intends to award a single contract through this RFP. In responding to this RFP, each proposer represents that it does not appear on the SAM.gov Excluded Parties List.

1.1 About the Project

Project components include renovations to approximately 34,000 sq. ft. of the 1954 Chenoweth Middle School on the West end of The Dalles. The building is owned and will continue to be owned by District-21. The facility has been mothballed for the last 15 years, current uses are limited to the Gym structure attached to the main building. The new use intends to utilize the full structure less the gymnasium that will continue to be utilized in the current configuration for district practice facility. Detail Project Programing needs to be verified in the initial phase of the work, the current working assumptions.

CG-Early Learning: based on the ratio and probable group size:

32	Full Time Infants
40	Full Time Toddler
60	Full Time Preschool
40	Part Time Preschool
30	After School School-age

202 Slots minimum

CG-ESD: Administrative space for approximately 75 staff with various areas of focus and workspace needs and schedules.

CGCC: Early Childhood Education, The program will place students in practicum associated with the College program.

Commercial kitchen, cafeteria, and auditorium for support of the early learning programs as well as anticipated community uses.

With the variety of uses and schedules planning of the layout to easily control access to different parts of the building at different times for different users will be an important component of success.

Children being the primary occupants with the addition of infants and toddler age(s) the installation of a fire sprinkler system is an important goal. Full abatement of hazardous material is intended. Identification has been completed and efforts on specific funding for abatement are in progress.

A portion of the building is located with-in the Columbia Gorge National Scenic Area and predates the area designation. Wasco County Planning has established that the Early Learning Center use is consistent with the educational use of the original building. Preliminary discussions indicate with a sensitive approach to exterior building elements, a full Columbia Gorge Commission review may not be necessary.

This project is intended to address any issues with the existing facility and transform it into a modern, highly efficient, and cost-effective building to maintain over time and operate into the distant future.

This portion of the Project is funded by an ARPA grant awarded to the College. Because the Project is receiving federal grant funding, the Project, and the selected Proposer, will be subject to certain federally imposed requirements.

1.2 Timeline/Deadlines

ACTIVITY	DATE
Issuance of Request for Proposal	December 11, 2023
Deadline for Questions/Clarifications/Protest of Solicitation Documents	December 20, 2023
Proposals Due	January 19, 2024, 2 PM PST
Short list of Interviews	January 29, 2024, 5 PM PST
Interviews (if required)	February 8-9, 2024
Notice of Intent to Award	February 12, 2024
Deadline for Filing Protest of Award	February 20, 2024, 5 PM PST
Anticipated Contract Start	March 2024
Design Definition Completion Date	June 2024
Design Refinement	TBD
Project Implementation	TBD

The College reserves the right to deviate from this schedule.

1.3 RFP Clarifications and Protests; Addenda

(a) Informal Questions or Requests for Clarification

Any Proposer requiring clarification of the information provided in this RFP may submit specific questions or comments in writing to the Procurement Contact shown on page 1 of this document. Email is the preferred form of written communication. The deadline for submitting such questions is set forth in Section 1.2.

(b) Request for Clarification or Protest of Solicitation or Contract Documents

Any Proposer wishing to protest this RFP or request clarification of any provision, specification, or contract term contained in the solicitation documents, must submit such questions, comments, or protests to:

Eric Wilson, Sled Shed Consulting
Phone: (503) 310-1477
Email: eric@sledshedconsulting.com

The deadline for submitting such protests is set forth in Section 1.1.

(c) **Content of Solicitation Protest/Request for Clarification**

The prospective Proposer's written request for clarification or protest of the RFP must include all the following and otherwise comply with OAR 137-048-0240(1):

- (i) Sufficient information to identify the solicitation that is the subject of the protest or request;
- (ii) The reasons for the protest or request, including any grounds that demonstrate how the procurement process is contrary to law or how the solicitation document is unnecessarily restrictive, or is legally flawed;
- (iii) Evidence or supporting documentation that supports the grounds on which the protest is based; and
- (iv) A statement of the desired changes to the procurement process or the solicitation document that the prospective Proposer believes will remedy the conditions upon which the prospective Proposer based its protest or request.

(d) **Addenda**

If the College determines that a change or clarification to the solicitation documents is necessary, such information, clarification, or interpretation will be supplied in a writing and noticed by, posting to the College website, and, as a courtesy, distribution via email to all recipients of the informal procurement. Proposers are responsible for viewing the College website check for addenda.

Addenda will have the same binding effect as though contained in this RFP. The Owner representative will issue all addenda not less than five days prior to the submission deadline.

Statements made by the College's representatives are not binding on the College unless confirmed by a written addendum.

(e) **Extension of Closing**

The College may extend the proposal due date and time set forth in Section 1.3 if it determines an extension is necessary to consider and respond to a properly filed protest under this Section 1.4.

2. Scope of Work

Proposer will provide architectural and engineering services for preliminary programing and design work for the renovation of portions of Chenoweth Middle School, as described in the Introduction. Contract scope will be negotiated in phases consistent with the anticipated delivery of the work. Chosen team will work with the Owners representative and stake holders to deliver services in two phases as noted in section 1.1.

Services will include usual and customary as required for full programing and design services. See Attachment A “Sample Contract” Article 3 “Scope of Architect’s Basic Services” and Article 4 “Supplemental and Additional Services” for the complete scope of work.

3. Qualification Format, Content, and Submission

3.1 Format

- (a) Includes a one-page cover letter.
- (b) Includes Attachments B, C, D, F, G, and H, originals signed in ink.
- (c) Proposal addresses evaluation criteria in the order presented in Section 3.4.
- (d) Proposal may not exceed 25 pages in length. Cover letter, attachments B, C, D, F, G, and H, , and resumes are excluded from the page count.
- (e) Proposal is double-sided, when possible. Double-sided sheets are considered equal to two pages.
- (f) Proposal is prepared simply and economically. Comprised of recyclable and, ideally, recycled materials. Proposal is stapled rather than bound.

Please do not include sales or promotional materials as part of proposal.

3.2 Content

Proposals must provide all information requested and required under this RFP. Proposals that do not provide all such information may be rejected as non-responsive.

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3.3 Proposal Responses to Evaluation Criteria

Each proposal must address each of the following Evaluation Criteria completely:

Written Evaluation Criteria – Proposal Phase 1	
Cover Letter (Pass/Fail): The cover letter should indicate your understanding of the project needs and services to be performed. Letter should be signed by key members of your team, and person authorized to contractually bind your company to a contract.	
<p>A. Project team:</p> <p>I. Introduce the proposed Project team leads and sub consultants that will be involved throughout the programing and design effort. Provide a narrative of each team member, their role, and their relevant experience as it relates to this Project. Provide an organizational chart of the full team.</p> <p>II. Provide a summary of how you intend to interact with the project team particularly through the first phase of the project. Your approach should take into account the Project location, public inclusion, engagement with stakeholders, while providing the required services and managing an efficient process.</p> <p>III. Describe your approach to communications and dialog between the design team, project sponsors and stakeholders.</p>	<p>Maximum Points Available: 20</p>
<p>B. Design Approach: This section of the Proposal should provide the information necessary to determine if the Proposer’s qualifications will support the project needs.</p> <p>I. Describe your experience and approach in conducting renovations to older, existing structures, considering existing conditions, aging utilities, hazardous materials, structural upgrade triggers, accessible access, and other variables.</p> <p>II. Early Learning Centers by nature work against flexible spaces between age ranges. How do you build in flexibility over time, so the facility has the ability to flex with the community need as student ages and numbers, and delivery models evolve?</p> <p>III. This project because of funding will be provided in multiple phases. How will you work to provide continuity of thinking</p>	<p>Maximum Points Available: 35</p>

from the definition phase into the refinement and implementation phases over the life of the project?	
<p>C. Program Budget Management: Please define strategies for managing design costs, construction costs, and future facility maintenance and operational costs.</p> <p>I. Describe how you will evaluate existing facility and conditions to identify opportunities to solve programmatic challenges. How do you evaluate and communicate to the owner the value proposition presented by alternative solutions?</p> <p>II. The first phase of the project is about establishing a scope and budget that can deliver the project. Resources are challenging, describe how you will identify and track options for budget management during the Refinement phase.</p> <p>III. Time works against budgets and adds uncertainty; if the project becomes over budget during the design process, how will you resolve this issue?</p>	<p>Maximum Points Available: 20</p>
<p>D. Schedule: Provide information to determine how the proposer can meet the desired schedule:</p> <p>I. The project wishes to complete the definition phase within three ½ months of the award of this A/E agreement. The College anticipates that the selected team will continue with the project through completion of renovation on yet to be determined schedule. Describe your ability to be flexible with the schedule and fundraising efforts.</p>	<p>Maximum Points Available: 10</p>
<p>E. Equity and local resources: (up to 10 points): The project has a 15% MW/EWB participation goal, and a desire to utilize local consultants, when possible, to benefit the project. Describe your integration of MW/ESB and local consultants into the project team.</p> <p>I. Identify MW/ESB consultants on your team by describing.</p> <ol style="list-style-type: none"> Roles on previous projects. Your firm's work with these firms on previous projects. <p>II. Describe your approach to integrating local sub consultants based out of the Columbia River Gorge into the project process.</p>	<p>Maximum Points Available: 15</p>
<p>F. References: (Pass/Fail): Include a list of at least three clients and their contact information for services provided that involved the key personnel to be assigned to this project, within the last five years. Provide reference information in Attachment G.</p>	<p>Maximum Points Available: P/F</p>

	Total Points Available: 100
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3.4 Proposal Submission

Provide one hard copy original proposal, six additional copies and PDF. Deliver complete hard copies to:

See page 1 of this RFP

Proposals are due no later than the due date and time as set forth on page 1 of this RFP.

It is the Proposer's sole responsibility to ensure that its proposal is delivered and time-stamped, at the Bid Desk, prior to the due date and time.

Proposals not time-stamped at the Bid Desk by the due date and time will be considered late. The College will reject all late proposals.

Proposals will be submitted in a sealed envelope, or box, with the following information provided on the outside of the package:

- (a) RFP Title.
- (b) RFP number.
- (c) Proposer name.
- (d) Proposer address.

3.5 Proposal Withdrawal

A Proposal may be withdrawn in person with proper identification, or by issuing a written request on company letterhead, signed by an authorized representative, and received by the College prior to the proposal due date and time.

3.6 Confidential Information

The College is subject to the Oregon Public Records Law (ORS 192.311 to 192.478), which requires the College to disclose all records generated or received in the transaction of College business, except as expressly exempted under ORS 192.338 to 192.355, or other applicable law.

Pursuant to ORS 279C.107, the College need not open proposals for public inspection until after execution of the contract(s) awarded under this section. Thereafter, the College will not disclose records submitted by a Proposer that are exempt from disclosure under the Oregon Public Records Law, subject to the following procedures and limitations:

The Proposer must mark all proposal pages containing the records it has determined as confidential under Oregon Public Records Law and must segregate those pages in the following manner:

- (a) Such pages must be clearly marked "Confidential" on each page of the confidential document.
- (b) Proposer must separate confidential pages from its other proposal pages by providing the confidential pages to the College in a separate envelope or package.
- (c) In its proposal, Proposer must cite the specific statutory exemption in Oregon Records Law exempting such pages from disclosure.
- (d) Subsections (a) and (b) above will prevail in the event these provisions conflict with formatting or response instructions elsewhere in this document.
- (e) Proposers may not mark an entire proposal confidential. Should a proposal be submitted in this manner, the College will hold no portion of the proposal as confidential, unless such a portion is segregated as required under subsection (b) above and is determined exempt from Oregon Public Records Law.

Notwithstanding the above procedures, the College reserves the right to disclose information that the College determines, in its sole discretion, is not exempt from disclosure or that the College is directed to disclose by the Wasco County District Attorney or a court of competent jurisdiction.

Prior to disclosing such information, the College will make reasonable attempts to notify the Proposer of the pending disclosure.

4. Proposal Evaluation and Award

4.1 Clarification of Responses

If one or more proposals need clarification, the College may request such clarification in writing and may afford the Proposer(s) contacted an opportunity to respond in kind, with the necessary clarification.

4.2 Site Visits/Informational Activities

At any point before or after the opening of proposals, the College may conduct site visits, demonstrations, informational and group activities with Proposers for the purpose of clarification to ensure full understanding of, and responsiveness to, the solicitation documents or to consider and respond to requests for modifications to the proposal requirements. The College will use procedures

designed to accord Proposers fair and equal treatment with respect to any opportunity for discussion and revisions of proposals.

4.3 Proposal Evaluation

The evaluation process of this RFP will be comprised of

- A written proposal.
- Interviews (should the College determine these are warranted).

An Evaluation Committee, consisting of not fewer than three individuals, will evaluate the proposals. Each evaluator will independently evaluate and score proposals in accordance with the Evaluation Criteria. The College may assign certain evaluators specific evaluation criteria, in alignment with the evaluator's expertise.

(a) Written Proposal Evaluation

- (i) Each evaluator will independently score proposals in accordance with the Evaluation Criteria.
- (ii) The College will average the written proposal scores per category and then sum the category averages for a total written evaluation score for each proposal.

(b) Invitation for Interview

- (i) After scoring the written proposals under Section 4.3(a) of this RFP, the Evaluation Committee may conduct interviews with one or more of the top-ranked proposers if the Evaluation Committee determines that interviews are warranted or desirable in its sole discretion.
- (ii) The number of proposers selected for interviews is as the sole discretion of the Evaluation Committee.
- (iii) Proposers selected for interviews will be notified by the Evaluation Committee at least 3 business days in advance of the interview date.
- (iv) No additions, deletions or substitutions may be made to proposals during the interviews/presentations that cannot be viewed as clarification.

(c) **Interview Evaluation**

- (i) Each evaluator will re-score the proposals submitted by the top-ranked proposers invited for interviews, in accordance with the Evaluation Criteria, on the basis of each top-ranked proposer's interview.
- (ii) The College will average the proposal scores per category and then will sum the category averages for a total proposal evaluation score for each proposal to determine the highest-ranked eligible Proposer.

(d) **References**

The College reserves the right to investigate references, including customers other than those listed in a Proposer's submission. This inquiry may include without limitation investigation of past performance of any Proposer with respect to its successful performance of similar projects, compliance with specifications and contractual obligations, completion or delivery of a project on schedule, and its lawful payment of employees and subcontractors.

4.4 Notification of Intent to Award

The College will notify Proposers of its Intent to Award through email notice to all direct recipients of the informal procurement and through posting on the college website (cgcc.edu).

4.5 Negotiation

- (a) After the College has issued the Notice of Intent to Award, the College will commence serial negotiations with the highest-ranked eligible Proposer.
- (b) At any time during negotiations, the College may terminate negotiations with the highest-ranked Proposer, or the eligible Proposer with whom it is currently negotiating if the College believes that:
 - (i) The eligible Proposer is not negotiating in good faith; or
 - (ii) Further negotiations or negotiations with the eligible Proposer will not result in the parties agreeing to the terms and conditions of a final Contract in a timely manner.
- (c) If the College terminates negotiations with an eligible Proposer, the College may then commence negotiations with the next highest-ranked eligible Proposer.

- (d) The College reserves the right to negotiate final contract terms with the selected Proposer(s) to the fullest extent allowed by law and as in the best interest of the College, including a maximum compensation level that the College alone determines is fair and reasonable.

4.6 Award of Contract

If the College awards a contract pursuant to this RFP it will award a contract to the responsible Proposer whose proposal the College determines is the most advantageous to the College based upon the evaluation process and criteria described in this RFP, applicable preferences, and the outcome of any negotiations authorized by this RFP.

5. Solicitation Terms and Conditions; Protest of Award

5.1 College Right to Cancel Solicitation

The College reserves the right to cancel this RFP at any time or to reject any and all proposals, if the College determines that doing so is in the public interest.

5.2 Proposer Cost of Response Preparation

Proposers will bear sole responsibility for all costs incurred in preparing and providing their proposals in response to this RFP. The College is not liable to any Proposer for any loss or expense caused by or resulting from the cancellation of a solicitation or rejection of a proposal.

5.3 Submitted Materials are College Property

All material submitted for any portion of a proposal in response to this RFP, or during any phase of this solicitation, will become the property of the College and will not be returned to Proposers.

5.4 Additional College Reservations

The College reserves the right to reject all proposals, to reject any proposal not in compliance with all prescribed procedures and requirements, to waive any or all irregularities in proposals submitted, and to award any or all items or services contained in a proposal.

5.5 Proposal Validity

Proposals will remain valid for a period of 75 days following the proposal submission deadline.

5.6 Sufficient Information.

All Proposers represent and warrant that by responding to this RFP, they have been sufficiently informed in all matters relating to the performance of services solicited under this RFP and its attachments. Prior to submitting a proposal, all Proposers will make a careful examination of this RFP and its provisions, including but not limited to all terms and conditions and specifications. Failure to take these precautions will not release a proposer from performing the services solicited under this RFP in strict accordance with the terms of any contract awarded as a result of this RFP.

5.7 Protests

(a) Protest of Contract Award

A Proposer may protest the Intent to Award a contract in accordance with OAR 137-048-0240, provided:

- (i) The Proposer is adversely affected because the Proposer would be eligible to be awarded the contract in the event that the protest is successful; and
- (ii) The reason for the protest is:
 - (1) All higher-ranked proposals (or, in the event multiple contracts are awarded, a sufficient number of proposals) are non-responsive or failed to meet the requirements of this RFP, or all higher-ranked proposers (or, in the event multiple contracts are awarded, a sufficient number of proposers) are not qualified to perform the services required under this RFP.
 - (2) The College has failed to conduct the evaluation of proposals in accordance with the criteria or processes described in the solicitation materials;
 - (3) The College has abused its discretion in rejecting the protestor's proposal as non-responsive or;
 - (4) The College's evaluation of proposals or the College's subsequent determination of Award is otherwise in violation of the College's Public Contracting Rules or the Public Contracting Code.

Address protest to:

PROTEST OF AWARD: RFP NO. 352-01

Eric Wilson, Owners Representative
Columbia Gorge Early Learning Center
eric@sledshedconsulting.com
(503) 310-1477

- (5) All protests of Award must be in writing and physically received by the title of procurement official no later than 5 p.m. PST on the deadline for submitting such protests set forth in Section 1.2.
- (6) Protests must specify the grounds for the protest including the specific citation of law, rule, regulation, or procedure upon which the protest is based. The judgment used in scoring by individual evaluators is not grounds for protest.
- (7) Protests not filed within the time specified in paragraph 1 above, or which fail to cite the specific law, rule, regulation, or procedure upon which the protest is based will be dismissed. An issue that could have been raised by request for clarification or protest of the solicitation is not a ground for protest of award.

- (b) The College will resolve all protests in accordance with OAR 137-048-0240(3).

6. Contract Terms and Conditions

6.1 Contract Award and Term

The College intends to award a single contract as a result of this RFP.

6.2 College Contract

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

The successful Proposer will be invited to enter into a contract in substantially the form attached hereto as Attachment A.

6.3 Insurance

Proposers are advised to carefully review the insurance requirements contained in Attachment D. Proposer will promptly provide Certificates of Insurance at the College's request.

ATTACHMENT A

SAMPLE CONTRACT

Modified AIA Document B101 – 2017 – Standard Form of Agreement Between Owner and Architect.

ATTACHMENT B

PROPOSER CERTIFICATIONS AND REPRESENTATIONS

Renovation of Chenoweth Middle School

PROPOSAL FORM

Legal Name of Proposer: _____

Mailing Address: _____

The Proposer certifies and agrees:

- The Proposer has read and understands the Specifications, Addenda, Contract and all other documents pertaining to this solicitation.
- The Proposer has, or has available, the equipment, personnel, materials, equipment, facilities, and equipment, as well as, the technical and financial ability necessary to complete and execute all services in a sound and suitable manner for the use specified and intended.
- The Proposer agrees to execute a contract in substantially the same form as Attachment A within ten (10) days from date of Notice of Intent to Award.
- The Proposer acknowledges that the signer on this Proposal is fully authorized to sign on behalf of the firm listed and to fully bind the firm listed to all conditions and provisions thereof.
- The Proposer will comply with all requirements of local, state, and national laws, and that no legal requirement has been or will be violated in making or accepting this Proposal.
- The Proposer certifies that Proposer is registered with the Oregon State Board of Architect Examiners:

Registration Number _____

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA TO RFP DOCUMENTS:

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

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

Date if not applicable or no addenda were received: _____

The Proposer certifies that it has not discriminated and will not discriminate, in violation of ORS 279A.110, a disadvantaged business enterprise, a minority-owned business, a woman-

owned business, a business that a service-disabled veteran owns or an emerging small business in awarding a subcontract.

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

Respectfully submitted this _____ day of _____ 2024.

Authorized Signature: _____ Authorized Title: _____

Authorized Name (Print): _____ Date: _____

Phone: _____ Fax: _____

ATTACHMENT C

CERTIFICATION STATEMENT FOR CORPORATION OR INDEPENDENT CONTRACTOR

(NOTE: Consultant Must Complete A or B below. For purposes of this Attachment C,
"Consultant" refers to Proposer)

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

I certify under penalty of perjury that Consultant is a [check one]: ☐ Corporation ☐ Limited Liability Company ☐ Partnership authorized to do business in the State of Oregon.

Authorized Signature

Title

Date

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

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

1. If Consultant is providing labor or services under this Contract for which registration is required under ORS Chapter 671, Consultant has registered as required by law, **and**
2. If Consultant performed labor or services as an independent contractor last year, Consultant filed federal and state income tax returns last year in the name of the business (or filed a Schedule C in the name of the business as part of a personal income tax return), **and**
3. Consultant represents to the public that the labor or services Consultant provides are provided by an independently established business, **and**
4. All of the statements checked below are true.

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

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

Authorized Signature

Title

Date

ATTACHMENT D
INSURANCE REQUIREMENTS

See Attachment A, Sample Contract

ATTACHMENT E

WORKERS' COMPENSATION EXEMPTION CERTIFICATE

(To be used only when Consultant claims to be exempt from Workers' Compensation coverage requirements. For purposes of this Attachment E, "Consultant" refers to Proposer.)

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

☐ **SOLE PROPRIETOR**

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

☐ **CORPORATION - FOR PROFIT**

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

☐ **CORPORATION - NONPROFIT**

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

☐ **PARTNERSHIP**

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

☐ **LIMITED LIABILITY COMPANY**

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

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

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

Authorized Printed Name

Authorized Signature

Authorized Title

Date

ATTACHMENT F
AFFIDAVIT OF NON-COLLUSION

STATE OF OREGON

County of _____

I state that I am _____ (title) of _____
(name of firm) and that I am authorized to make this affidavit on behalf of my firm, and its owners,
directors, and officers.

I state that:

- (1) No attempt has been made or will be made to induce any firm or person to refrain from proposing on this RFP, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
- (2) The proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
- (3) _____ (name of firm), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to proposing on any public contract, except as described in the attached appendix.

I state that _____ (name of firm) understands and acknowledges that the above representations are material and important, and will be relied on by Columbia Gorge Community College in awarding the contracts(s) for which this proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Columbia Gorge Community College of the true facts relating to the submission of proposals for this RFP.

Authorized Printed Name

Authorized Signature

Authorized Title

Date

ATTACHMENT G
REFERENCES

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

Has your company ever been declared in breach of any contract for unperformed or negligent services?
☐ Yes ☐ No

If YES, explain. _____

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

If YES, explain. _____

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

If YES, explain. _____

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

If YES, explain. _____

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

If YES, explain. _____

ATTACHMENT H
ANTI-LOBBYING CERTIFICATE

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING – REQUIRED FOR CONTRACTS OVER \$100,000 Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[CONSULTANT/CONTRACTOR NAME]

By: _____

Name (Printed): _____

Title: _____

Date: _____