

Columbia Gorge  
Community College



400 East Scenic Dr., The Dalles, OR 97058

(541) 506-6000 | [cgcc.edu](http://cgcc.edu)

**RFP 2018 EDA**

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# Request for Competitive Proposals

**Request for Competitive Proposals:**  
Feasibility Study

**Submission deadline:**  
Thursday, August 30, 2018 at 5:00 pm

**Issuing Office:**  
Columbia Gorge Community College  
Suzanne Burd, Instructional Services  
400 East Scenic Drive  
The Dalles OR 97058-3434  
(541) 506-6123

**Legal Advertisement**

**Columbia Gorge Community College Request for Proposal**

**Feasibility Study**

**Proposals Due, 5:00 PM Thursday, August 30, 2018**

Columbia Gorge Community College(CGCC) is seeking a qualified firm to conduct a feasibility study that will explore areas of needed workforce skills that support expanding industries in the regional economy, including hospitality, food processing, and fermented foods and beverages manufacturing. The Columbia Gorge Food and Beverage Collaborative Project will inform CGCC's academic and facility planning with a focus on the food and beverage manufacturing industry and its supply chain sectors. The goal of the study is to explore what workforce skills are needed in these and other related industries, including student demand for academic programming.

The Request for Proposal (RFP) package with minimum specifications and required proposal documents may be obtained from the College website [www.cgcc.edu/purchasing/bid-announcements](http://www.cgcc.edu/purchasing/bid-announcements).

Proposal Closing Date and Time is 5:00 PM Pacific time, Thursday, August 30, 2018, after which time Proposals will not be accepted.

Minority-owned, Women-owned, and Emerging Small Business enterprises are encouraged to submit Proposals in response to this solicitation and will be afforded full opportunity and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award of any contract entered into pursuant to this advertisement. (ORS 279A.110)

The College Board of Education reserves the right to reject any and all proposals and to waive irregularities.

The College may cancel the procurement or reject any or all proposals in accordance with ORS 279B.100. Untimely or non-compliant proposals will be rejected.

Sealed proposals must be delivered via mail or hand delivered to the following office:

Columbia Gorge Community College  
Instructional Services  
400 East Scenic Drive  
The Dalles, Oregon 97058  
Attn: Suzanne Burd

## **I. GENERAL INFORMATION**

### **A. Purpose**

A Community and Regional Planning and Technical Assistance grant has been awarded to Columbia Gorge Community College from the U.S. Department of Commerce, Economic Development Administration. This project is also funded in part with a grant from the Oregon – Columbia River Gorge National Scenic Area Investment Fund, which Fund was funded by grants from the United States Forest Service, through Columbia River Gorge National Scenic Act appropriation and is administered by the Mid-Columbia Economic Development District. Columbia Gorge Community College (hereafter referred to as “the College”) is seeking a qualified firm to conduct a feasibility study that will explore areas of needed workforce skills that support expanding industries in the regional economy including hospitality, food processing, and fermented foods and beverages. The Columbia Gorge Food and Beverage Collaborative Project will inform CGCC’s academic and facility planning with a focus on the food and beverage manufacturing industry and its supply chain sectors. The goal of the study is to explore what workforce skills are needed in these and other related industries, including student demand for academic programming.

### **B. Background**

The College began in 1977 when its roots were established as Wasco Area Education Service District, and shortly thereafter was named Treaty Oak Education Service District. The College operated in leased facilities in downtown The Dalles for 16 years. In 1989 a vote of the people changed the College’s designation from service district to community college, and later the name was changed to Columbia Gorge Community College. In 1993 a bond election allowed the purchase and remodeling of the current campus facility overlooking the beautiful Columbia River Gorge. Today, Columbia Gorge Community College serves students from all over the Mid-Columbia region, in both Oregon and Washington.

In 2001 the citizens of Hood River County and Wasco County voted to annex Hood River County into the College’s district, allowing the College the opportunity to increase its presence in the Hood River area. In 2013, the College became independently accredited by the Northwest Commission on Colleges and Universities. Prior, the College was accredited under Portland Community College.

The College is a political subdivision defined as a “Community College District” within Oregon Revised Statutes subject to Oregon Budget Law and GASB reporting standards. The College is subject to the requirements of the Single Audit Act and related standards. The total net assets of the College as of June 30, 2015 totaled \$14,555,797. Electronic copies of college audits are available at [www.cgcc.edu/business-office/audit](http://www.cgcc.edu/business-office/audit).

The College is requesting proposals for professional services and desires to enter into a professional services agreement. The term of this agreement will begin approximately September 2018, and conclude approximately December 2018.

The successful contractor will have at least five years experience working within the food services and/or fermented foods and beverages industries; and have experience working with publicly funded organizations.

This Request for Proposals (RFP) is intended to provide you with the general information needed to provide a response.

**C. Project Budget**

The College has sufficient funds appropriated for this project. Estimated approximate budgeted available funding is \$40,000.

**D. Project Management**

The primary contact will be Suzanne Burd, Adult Continuing Education Coordinator, or her designee. The College’s project management team consists of an instructional services coordinator, a community outreach manager with a combined 30 years with CGCC, an interim CFO and various administrative support. The team also uses a review panel of community members selected by the College.

**E. Schedule**

Advertisement/Release of RFP Document	Wednesday, July 25, 2018
Written Questions, Protests and Request for Change Due date	Monday, August 27, 2018
Last Day to Issue Addenda	Wednesday, August 29, 2018
Proposal Due Date	Thursday, August 30, 2018 at 5:00 pm, Pacific Time
Notice of Intent to Award	September 2018
Tentative Contract Period	September - December 2018

**F. Definitions**

As used in this RFP, unless the context requires otherwise:

**“College Representative”** means Suzanne Burd or her designee, acting as the administrator of the College contract and primary contact for the Contractor after award of the Contract.

**“Contract”** or **“Contract Documents”** includes the Purchase Order, if any, the Contract, the RFP, the Instructions to Proposers, the General Conditions of the contract, the Addenda, if any, incorporated in the Documents before their execution, and all Contracts of a supplemental nature entered into during the progress of the work whether by change order or otherwise, modifying or supplementing any of the documents.

**“Contractor”** means the person or persons with whom a Contract is entered into by the College for the performance of work or the providing of described services.

**“District,” “College,” “Columbia Gorge Community College,” or “Owner”** means Columbia Gorge Community College.

**“Plans and Specifications”** mean the directions, requirements, explanations, terms and provisions pertaining to the various features of the work, the manner and method of proposing for the work, the manner and method of performance of the work, and the manner and method of payment, all as they appear in the contract documents.

**“ORS”** means Oregon Revised Statutes.

**“Region”** refers to five counties in Oregon: Hood River, Wasco, Sherman, Gilliam, and Wheeler; and two counties in Washington: Klickitat and Skamania.

#### **G. Single Point of Contact**

All questions, clarifications and protests of Proposal terms, conditions, or specifications shall be in writing and directed to: Suzanne Burd, Adult Continuing Education Coordinator. Email: [sburd@cgcc.edu](mailto:sburd@cgcc.edu). Mail: CGCC, 400 East Scenic Drive, The Dalles, OR 97058.

#### **H. Pre-Qualification**

Pre-qualification is not required for the performance of this work.

#### **I. College Responsibilities**

After Contract Award College Project Manager shall be responsible for coordination of the work and contract management.

#### **J. Proposer’s Responsibilities**

After Contract award, the Proposer shall designate one (1) Project Manager and designate one (1) additional person to be contacted in case the project manager is not available. The

Project Manager shall be the sole contact person between the College and Proposer, and will be responsible for communication and coordination of all work assignments.

## **II. TECHNICAL QUALIFICATIONS**

Proposers must show experience conducting labor market or academic programming research within the previous five years. Proposers must have a record of responsible work, meet the applicable independence standards, and comply with applicable requirements. Proposers should have experience working within the food and beverage industry and its supply chain.

## **III. SCOPE OF WORK**

Columbia Gorge Community College (CGCC) is seeking a qualified firm to conduct a feasibility study that will explore areas of needed workforce skills that support expanding industries in the regional economy, including hospitality, food processing, and fermented foods and beverages. The Columbia Gorge Food and Beverage Collaborative Project will inform CGCC's academic and facility planning with a focus on the food and beverage manufacturing industry and its supply chain sectors. The goal of the study is to explore what workforce skills are needed in these and other related industries, including student demand for academic programming.

The successful contractor will be required to provide the required work products listed below. Drafts of all reports and work products shall first be submitted to the College for review and approval. For purposes of this RFP, "region" is defined as five counties in Oregon: Hood River, Wasco, Sherman, Gilliam, and Wheeler; and two counties in Washington: Klickitat and Skamania.

- Conduct a preliminary analysis of workforce training needs including, but not limited to the following activities.
  - Compile a list of regional companies to be surveyed. The company profile should include those engaged in the production of foods and beverages, with an emphasis on fermented types, and those offering hospitality services.
  - Create a survey for wide distribution using multiple methods of outreach.
  - Create a matrix of industry specific skills to inform workforce skills gaps.
  - Gather data on key sector demand.
  - Identify similar skills gaps at comparable institutions including whether the institution developed new programming as a result of the findings.
  - Meet with CGCC project manager and review panel.
- Prepare and conduct a comprehensive labor market survey including, but not limited to the following activities.
  - Collect state (Oregon and Washington) and local available workforce data.
  - Define available talent pool.

- Gather data on key sector hiring projections and pay scales.
- Meet with CGCC project manager and review panel.
- Prepare and conduct a comprehensive market study.
  - Review population trends, demographic features, cultural factors, and purchasing power in the region.
  - Define geographic influence on the market.
  - Define workforce barriers to industry expansion, or for which the College could be responsive.
  - Meet with CGCC project manager and review panel.
- Prepare and conduct a comprehensive facilities use study.
  - Survey existing CGCC assets, including a commercial and teaching kitchen, science labs, welding lab, and other technical labs that can be used for delivering instruction.
  - Compare existing assets to needed technical teaching spaces.
- Prepare a comprehensive survey and data analysis of the findings.
  - Provide a summary report understandable by multiple audiences.
  - Summarize how workforce skills gaps translates to academic programming.
  - Provide a reasoned explanation for how data would be used by the College to develop new academic programming.
- The successful contractor must provide the following to the College:
  - One original hard copy with signature page and one electronic copy of the survey data.
  - One original hard copy with signature page and one electronic copy of the data analysis report.

#### IV. **PROPOSAL PROCESS**

##### **A. Notices to Proposers**

For purposes of these instructions and all other contract documents, the name Columbia Gorge Community College may be abbreviated to "College," and both names signify the same community college district pursuant to ORS Chapter 341.

##### **B. Issuing Office**

The Request for Proposal (RFP) document will be issued by Suzanne Burd, Columbia Gorge Community College at 400 East Scenic Drive, The Dalles, Oregon 97058.

##### **C. Obtaining Proposal Documents**

The Request for Proposal package may be obtained from the College website [www.cgcc.edu/purchasing/bid-announcements](http://www.cgcc.edu/purchasing/bid-announcements).

**D. Protest or Request for Clarification of RFP Specifications or Contract Terms Pursuant to OAR 137-047-0430**

Protest Procedure: A Proposer who believes that a specification or other provision of this RFP is unclear, conflicts with another section of the RFP, or otherwise requires clarification, or who believes RFP terms and conditions or specifications are unnecessarily restrictive or limit competition may submit a protest or request for clarification, in writing, to Suzanne Burd, Columbia Gorge Community College, 400 East Scenic Drive, The Dalles, OR 97058. Such protest or request for change shall include the reasons for protest or request, and any proposed changes to specifications or conditions.

The College shall promptly respond in writing to each written protest, and, where appropriate, issue all revisions, substitutions, or clarification via addenda to all interested Proposers. All changes or clarifications shall be done by written addendum. Proposers may not rely on verbal or informal clarifications.

All questions, protests of specifications or requests for clarifications must be submitted in writing no later than 2:00 pm, Monday, August 27, 2018. All issues with regard to clarification of objection to specifications in the RFP must be raised pursuant to this section. Such issues that could have been raised pursuant to this process, but were not, shall not be grounds for protest of an award.

**E. Notice, Protest of Award OAR 137-047-0610, 137-047-0740**

The College shall mail a written notice of award to all Proposers. The written notice of award of the contract shall constitute a final decision of the College to award the contract if no written protest of the notice of award is within seven (7) calendar days of the notice of award is mailed. If a protest is timely filed, the notice of award is a final decision of the agency only upon issuance of a written decision denying the protest and affirming the award. The notice of award and any written decision denying or approving a protest shall be sent to every Proposer.

Any actual Proposer who is adversely affected or aggrieved by the College's notice of award of the contract to another Proposer on the same solicitation shall have seven (7) calendar days after notice of award to submit to the College a written protest of the notice of award. The College shall not entertain a protest submitted after the time period established in this rule. A Proposer adversely affected or aggrieved only if the Proposer is eligible for award of the contract as the next highest-ranked responsible Proposer and is

next in line for award, i.e., the protester must claim that all higher-ranked Proposers are ineligible for award because they are nonresponsive or non-responsible.

Proposers must submit written protest of award to Suzanne Burd, Columbia Gorge Community College, 400 East Scenic Drive, The Dalles, OR 97058, within seven (7) calendar days after notice of award. The written protest must specify the grounds upon which the protest is based. An issue that could have been, but was not, raised as a request for clarification or protest of a specification shall not be grounds for a protest of award.

#### **F. Addenda to RFP**

If it becomes necessary to revise or clarify any part of this Request for Proposal, written addenda will be provided to all Proposers. Proposers shall acknowledge receipt of all addenda in the appropriate area of the Proposal Form, which shall be returned as part of the Proposal. All addenda issued during the RFP period shall be incorporated into any resultant contract. Addenda will be posted to ORPIN. The College reserves the right to extend any deadlines at its sole discretion; any extension will be published as an addendum.

#### **G. Ownership, Public Records**

All Proposal materials received will become the property of the College. This RFP and each original Proposal response, together with copies of all documents pertaining to the award of a contract, shall be kept by the College for a period of six years and shall be made part of a file or record, which shall be open to public inspection. If a Proposal contains proprietary information or trade secrets that the Proposer does not want disclosed to the public or used by the College for any purpose other than evaluation of Proposer's offer, each sheet of such information must be marked with the following legend:

*"This data shall not be disclosed outside the College or be duplicated, used or disclosed in whole or in part for any purpose other than Proposal evaluation. If a contract is awarded to the Proposer as a result of, or in connection with, the submission of such information, the College shall have the right to duplicate, use or disclose this information to the extent provided in the contract. This restriction does not limit the College's right to use information contained herein if it is obtained from another source."*

The above restriction shall not include cost or price information, which must be open to public inspection.

#### **H. Duration of Proposals**

Each Proposal shall be irrevocable for a period of 60 days from date of Proposal opening. An award of a contract to any Proposer shall not constitute a rejection of any other Proposal.

**I. 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 Proposal 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 call for Proposals, and that the Proposer is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.

**J. Reservation of Agency Rights**

The Board of Education of Columbia Gorge Community College expressly reserves the following rights:

- a. To reject all Proposals.
- b. To reject any Proposal or Proposals not in compliance with all prescribed public Proposal procedures and requirements.
- c. To reject any Proposal or Proposals not meeting the specifications set forth herein.
- d. To waive any or all irregularities in Proposals submitted.
- e. To award any or all items or services contained in the Proposal document.
- f. To consider the competency and responsibility of Proposers in making any award.
- g. In the event any Proposer or Proposers to whom a contract is awarded shall default in executing said formal contract, to re-award the contract to another Proposer or Proposers.
- h. The College reserves the right to obtain Proposals from other firms for specific jobs and to select any firm for a given job.
- i. The final award is contingent on funding approval.
- j. The College reserves the right to supply or specify materials, equipment and subcontracting. The Contractor shall provide material and warranty transfers for Owner Furnished Contractor installed materials. The College also reserves the right to reject any materials it determines are unsatisfactory in quality, texture and/or content.

**K. Affirmative Action**

Columbia Gorge Community College Board Policy is as follows:

- a. The College Board of Education is committed to ensuring that women and members of ethnic minority groups are represented and employed in College public works contracts. College may ask Proposers for such projects to specify to what extent they intend to subcontract with or employ members of ethnic minority groups or women.
- b. In addition, College pledges to assist all Proposers in identifying ethnic minority or women subcontractors or potential employees. Any Contractor who is recommended for

contract award must be prepared to demonstrate that a good faith effort has been made to include qualified subcontractors and members of minority groups in the project team.

#### **L. Immigration Reform and Control Act**

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

### **V. REQUIRED INFORMATION**

#### **A. Proposal Presentation**

All responses to this RFP must be made in accordance with the specifications as set forth herein. Failure to adhere to any specification contained herein, may be cause to reject your response.

#### **B. Ability to Perform**

As part of your response, you must present satisfactory evidence indicating your ability to meet the scope of work as detailed in this RFP. To this end, your response must include the following information:

1. The name, address and telephone number of your company.
2. If appropriate, the names, business address and telephone number of your company's officers, directors and associates and the names and addresses of any parent or subsidiary of your company. Your information should describe the nature of the work and the line of authority of these individuals and/or companies as they relate to this project.
3. Identification of the individuals comprising the team assigned to this project and what specific role each will take in completing the work.
4. Names and qualifications of outside consultants and associates that will be employed to assist on this project.
5. Your current and past experience as it relates to the following:

##### **Research Experience**

It is desirable that the organization has at least five years experience conducting labor market and/or academic programming research for publicly funded institutions.

### **Food and Beverage Experience**

It is desirable that the organization has at least five years experience in the food services and/or fermented foods and beverages industries.

### **Local Knowledge**

It is desirable that the organization has at least five years experience working with businesses located in the Mid-Columbia region.

6. A minimum of three related business references, including names, addresses and phone numbers plus a description of the type of work you performed for them.
7. A work plan describing your approach to designing, managing and coordinating this project. The description should, at a minimum, include all tasks listed in the scope of work and a tentative schedule for completion. In addition, you should include any steps/tasks not included in the "scope of work" that you think would materially affect the quality of the project.
8. To the greatest extent possible, please provide a written summary identifying the types of information, data and assistance expected from the College in order to complete this project.
9. Any additional information the College may reasonably use to formulate an opinion about the stability and financial strength of the organization.
10. Disclose any and all judgments, pending or expected litigation, or other real or potential financial reversals that might materially affect the viability or stability of the proposing organization, or warrant that no such condition is known to exist. If the Proposer is a national firm, they need to disclose the above information for their region and all material judgments and pending or expected litigation on a nation-wide basis. If no such terminations for default have occurred, so indicate.
11. The Proposer shall demonstrate its legal capacity to do business in the State of Oregon. Include your federal tax identification number. Also include the Secretary of State Corporation Division Business Registry number. Provide an explanation if Business Registry in Oregon is not required for the firm.
12. The successful contractor will provide his or her own transportation for the purposes of conducting the business related to the deliverables of this project.

### C. Pricing

Please provide a standard fee schedule and an estimate of the project costs including staff and materials. A total price for the project shall be quoted and shall include all costs for which the College shall be responsible. Any unspecified costs shall be borne by the proposer.

### D. Miscellaneous

1. The College shall not be responsible for the proper identification and handling of any Proposal not submitted with the required information clearly marked on the envelope. Any Proposal received after the due date and time specified in the RFP will not be considered and will be returned unopened.
2. The Proposal sheets of the specifications shall be signed in ink, as follows:
  - In the case of an individual Proposer, by such individual Proposer.
  - In the case of a partnership, the name of the partnership must appear upon the Proposal, and be signed in the name of such partnership by at least one partner. In addition to such signature, the names of all partners shall be stated in such Proposal.
  - In the case of a corporation, the corporate name shall be subscribed to by the president or other managing officer, and there shall be set forth, under the signature of such officer, the name of the office he holds or the capacity in which he acts for such corporation.

Proposals shall not contain any erasures or corrections unless each change is initialed by the Proposer.

3. Proposer's signature on the Proposal form also certifies that the Proposer has read and fully understands all RFP specifications, terms and conditions. No consideration will be given to any claim resulting from proposing without comprehending all requirements of the RFP documents.
4. Proposals that do not provide all required information may be rejected.
5. One signed, single-sided hard copy original and six (6) stapled double-sided copies of the proposal are to be submitted. As part of the Proposal process, Proposals submitted by the prospective vendor must be submitted in the following format. They must be contained within a document not to exceed 20 single-sided pages including whatever photographs, charts, graphs, tables and text the Proposer deems appropriate to be part of the review of the firm's qualifications. Required forms from Section 6 and a separate transmittal letter, front and back covers, one-page table of contents, blank section dividers and specification sheets will not be included in the 20-page limit. Resumes of key individuals proposed to be involved

in this project are exempted from this limit. Page size is limited to 8-1/2 x 11 inches, with basic text information no smaller than 12-point type.

#### **E. Conformance to RFP Requirements**

Proposals must conform to the requirements of the RFP. All necessary attachments, as stipulated in the RFP document, must be submitted with the Proposal and must be in the required format. Proposal prices must be for the unit indicated in the RFP. Failure to substantially comply with all requirements may result in Proposal rejection.

#### **F. Proposal Withdrawals**

Proposals may be withdrawn in writing on company letterhead signed by an authorized representative and received by the College prior to Proposal closing. Proposals may also be withdrawn in person prior to Proposal closing upon presentation of appropriate identification.

### **VI. SELECTION PROCESS AND EVALUATION CRITERIA**

#### **A. Evaluation Criteria**

The College will act as the sole judge of all proposals. Final selection of the firm/team will be made based upon the following criteria:

- Specific professional experience related to ability to perform work outlined in this RFP.
- Satisfaction of previous and current clients.
- Documented evidence relating to project scheduling and the timely completion of this project.
- Price. Price will be considered in addition to other factors, but will not necessarily be the determinative factor.

#### **B. Selection/Evaluation Process**

The selection process will involve the following steps:

1. A review panel will evaluate responses to this RFP. Emphasis will be placed on identifying firms whose qualifications best meet the project's scope of work. Interviews with finalists will be held at the discretion of the College.

2. Based on an evaluation of all materials pursuant to the above criteria, the College will award the contract to the responsible proposer whose proposal the College determines is the most advantageous to the College. The College will pursue the development of a service agreement covering fees, timetable, performance standards, etc. If an agreement cannot be reached, staff will consider the next most advantageous proposal.

## VII. PROFESSIONAL SERVICES CONTRACT

Should the College select a firm in response to this RFP, a professional service contract will be required.

While the specific conditions of the contract are dependent on the types of services proposed, it is anticipated the contract will include the following terms. Any modifications to the terms will be determined by the College.

### A. **Worker's Compensation.**

As required by ORS 656.017, subject employers must provide workers' compensation coverage in accordance with ORS Chapter 656 for all subject workers. Contractor and all subcontractors of Contractor with one or more employees must have this insurance unless exempt under ORS 656.027. Contractors that are statutory subject employers must submit a certificate of insurance to College showing proof of coverage. If Contractor is not a subject employer, does not have coverage, and claims to be exempt, Contractor must complete Section 31, Workers' Compensation Exemption Certificate, in lieu of providing the above certificate of insurance.

### B. **Professional Liability / Errors & Omissions (E&O).**

In order to cover Contractor damages caused by error, omission, or negligent acts related to the services provided under this Contract, Contractor shall maintain professional liability / errors & omissions insurance coverage. This policy must provide extended reporting period coverage for claims made within two years after this Contract is completed and have a combined single limit of not less than:  \$500,000,  \$1,000,000,  \$2,000,000 each claim, incident, or occurrence, with an annual aggregate limit of  \$500,000,  \$1,000,000,  \$2,000,000.  
 Required by College  Not required by College.

### C. **Commercial General Liability.**

Contractor shall maintain commercial general liability insurance on an occurrence basis with a combined single limit of not less than:  \$500,000,  \$1,000,000,  \$2,000,000 each occurrence for bodily / personal injury and property damage, with an

annual aggregate limit of  \$500,000,  \$1,000,000,  \$2,000,000. This insurance must include contractual liability coverage.

Required by College  Not required by College

**D. Commercial Automobile Liability.**

Contractor shall maintain commercial automobile liability insurance with a combined single limit, or the equivalent of not less than:  \$500,000,  \$1,000,000,  \$2,000,000 each occurrence for bodily injury / personal injury, and property damage, including coverage for owned, hired, or non-owned vehicles.

Required by College  Not required by College

**E. Additional Requirements.**

All insurance coverage must be provided by an insurance company having an A.M. Best rating of at least A- and/or licensed to do business in Oregon. Contractor alone is responsible for paying all deductibles and retentions. A cross-liability clause or separation of insureds condition must be included in all commercial general liability policies required by this Contract. Contractor's coverage shall be primary in the event of loss.

**F. Certificate of Insurance.**

Upon College request, Contractor shall furnish to College a current certificate of insurance for each of the above coverages within 48 hours of College request. Each certificate must provide that there shall be no cancellation, termination, material change, or reduction of limits of the insurance coverage without 30 days' prior written notice from Contractor or its insurer to College. Each certificate must also state the relevant deductible or retention level. For commercial general liability coverage, the certificate must also provide that College, its agents, officers, and employees are additional insureds with respect to Contractor's services provided under this Contract. If requested by College, Contractor must also provide complete copies of insurance policies to College.

**G. Indemnify and Hold Harmless**

Consultant shall defend, indemnify, and hold harmless, the College and its officers, agents and employees from and against all claims, losses, damage, injury, and liability for damages arising from, or alleged to have arisen from, errors, omissions, negligent or wrongful acts of the Consultant in the performance of its services under this Agreement, regardless of whether the College has reviewed or approved the work or services which has given rise to the claim, loss, damage, injury or liability for damages. This indemnification shall extend for a reasonable period of time after completion of

the project as well as during the period of actual performance of services under this Agreement. The College's acceptance of the insurance certificates required under this Agreement does not relieve the Consultant from its obligation under this paragraph.

#### H. Conformance to Applicable Laws

Consultant shall comply with all applicable Federal, State, and Municipal laws, rules, and ordinances. No discrimination shall be made by Consultant in the employment of persons to work under this contract because of race, color, national origin, ancestry, sex or religion of such person.

#### I. Rights and Remedies of College for Default

In the event any item furnished by the vendor in the performance of the agreement or purchase order shall fail to conform to the specifications herewith, the College may reject the same and it shall become the duty of the vendor to reclaim and remove the property, without expense to the College. Additionally, it shall be the duty of said vendor to immediately replace any such rejected items with items conforming to these specifications. Should the vendor fail, refuse or neglect to replace such item, the College shall thereupon have the right to purchase on the open market, in lieu thereof, an item meeting all specifications, and to deduct from any monies due or that thereafter may become due to the vendor, the difference between the price named in the contract or purchase order and the actual costs thereof to the College.

### VIII. MISCELLANEOUS

#### A. Ownership of Proposals

Upon delivery, all RFP's will become the property of the Columbia Gorge Community College.

#### B. Right to Reject/Modify

The College may, at its sole discretion, reject any or all RFP's or waive any irregularities without disqualifying the proposal. The issuance of this RFP does not bind the College to award a service agreement for services described herein.

#### C. Inquiries

Inquiries regarding this proposal should be directed to Suzanne Burd, Columbia Gorge Community College, 400 East Scenic Drive, The Dalles, Oregon 97058, sburd@cgcc.edu or 541-506-6123.

**Commented [CWP1]:** May be confusing – previously Lisa was the contact for inquiries???

**Commented [LD2R1]:**

**Commented [SB3R1]:**

**D. Public Disclosure of All Proposals**

All proposals received in response to this RFP shall become the property of the College. All proposals shall become a matter of public record, and shall be regarded as public records except for those parts of each proposal which are defined by the proposer as business or trade secrets, provided that said parts are submitted in a sealed envelope and clearly marked as "trade secret", "confidential" or proprietary."

**E. Reasonable Inquiry**

The College may conduct any reasonable inquiry to determine the responsibility of the proposer. The submission of a proposal constitutes permission by the proposer for the College to verify all information contained therein. If the College deems it necessary, additional information may be requested from any proposer. Failure to comply with any such request may disqualify a proposer from consideration.