

**COLUMBIA GORGE COMMUNITY COLLEGE**

**REQUEST FOR PROPOSALS  
FACILITIES MASTER PLAN CONSULTANT SERVICES**

Columbia Gorge Community College (the “College”) seeks facility planning services for renovation and remodeling of existing structures on The Dalles and Hood River campuses. Consultant will review and offer recommended updates to the College’s master plan based upon current and anticipating programming requirements as identified in the Scope of Work (“SOW”) included in this RFP. Based upon those recommendations and SOW, consultant will assess constructability, conduct preliminary design and cost estimating, including three-year escalation estimate, resulting in overall project budget. This RFP may be obtained by contacting Facility Services Director Daniel Piper, 400 East Scenic Drive, The Dalles, OR. 97058 or [dpiper@cgcc.edu](mailto:dpiper@cgcc.edu)

**DATE ISSUED: Feb. 25, 2022**

**PROPOSALS DUE: March 31, 2022, 2:00 p.m.**

**SUBMIT one (1) complete original printed document, and one (1) electronic copy in PDF format submitted on USB flash drive to:**

Daniel Piper  
Director, Facility Services  
Columbia Gorge Community College  
400 East Scenic Drive  
The Dalles, OR. 97058

**DIRECT QUESTIONS TO:**

Daniel Piper  
Director, Facilities Services  
[dpiper@cgcc.edu](mailto:dpiper@cgcc.edu)

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## SECTION 1 REQUEST FOR PROPOSAL (RFP)

Sealed proposals for RFP **Facilities Master Plan Consultant Services** for Columbia Gorge Community College (CGCC) will be accepted by Daniel Piper, Director of Facility Services, until 2:00 p.m., local time, **March 31, 2022**. Proposals received after the time fixed for receiving proposals cannot and will not be considered. There will be no pre-proposal meeting for this RFP.

A complete set of RFP documents may be obtained from the Administrative Services Office by emailing: [dpiper@cgcc.edu](mailto:dpiper@cgcc.edu). RFP documents are available in the Facility Services office of Columbia Gorge Community College, 400 East Scenic Drive, The Dalles, OR. 97058. Contact Facility Services Director Dan Piper to schedule review, [dpiper@cgcc.edu](mailto:dpiper@cgcc.edu)

No Proposer may withdraw its bid after the hour set for the opening thereof and before award of the Contract, unless award is delayed beyond ninety (90) days from the bid opening date.

The College is not responsible for any Proposers' costs incurred while submitting bid; all Proposers who respond to solicitations do so solely at their own expense. Columbia Gorge Community College, a Community College District created within the context of Oregon Revised Statutes, is an Equal Opportunity Employer. Minority and Women-Owned Businesses are encouraged to participate in this solicitation.

The College may waive any or all informalities and irregularities, may reject any bid not in compliance with all prescribed public procurement procedures and requirements, and may reject for good cause any or all Proposals upon a finding of the College that it is in the public interest to do so.

The Director of Facility Services is the sole point of contact for this solicitation. All communication between the Proposer and the College regarding this solicitation shall be in writing, submitted by email, to the Director of Facility Services at the emails listed on Page 1. Email inquiries shall be identified in the subject lines as "**RFP Facility Master Plan Consulting Services**". Statements made by College representatives, including but not limited to oral or written responses to a request for clarification, are not binding on College unless confirmed by written addendum.

## SECTION 2 ANTICIPATED SCHEDULE OF EVENTS

The schedule of events set out herein represents the College's best estimate of the schedule that will be followed. If a component of this schedule, such as the opening date, is delayed, the rest of the schedule will be shifted accordingly.

### 2.1 SOLICITATION SCHEDULE

ISSUE RFP	Feb. 25, 2022
DEADLINE FOR QUESTIONS OR CLARIFICATIONS	March 11, 2022
DEADLINE FOR PROTESTS OF RFP	March 18, 2022 5:00 p.m.
LAST ADDENDA ISSUED	March 23, 2022
RFP CLOSES AND PROPOSALS DUE	March 31, 2022 2:00 p.m.
EVALUATION	April 4-7, 2022
INTERVIEWS (if held)	April 11-14, 2022
NOTICE OF INTENT TO AWARD	April 15, 2022*
DEADLINE FOR PROTESTS OF AWARD	April 22, 2022 5:00 p.m.
AWARD OF CONTRACT	

\*Pending Board of Education Approval

### **SECTION 3 INTRODUCTION AND GENERAL INFORMATION**

#### **3.1 LANGUAGE**

Conditions of RFP that include the word “must,” “will,” or “shall” describe a mandatory requirement. All specifications are defined as mandatory minimum requirements unless otherwise stated. FAILURE TO MEET A MANDATORY REQUIREMENT SHALL DISQUALIFY A PROPOSAL. This solicitation document and the Proposer’s response information shall become part of the Contract.

#### **3.2 STATUTORY AUTHORITY**

This RFP and the resulting Contract are governed by Oregon Law. Specific laws and rules that govern the solicitation process are found in Chapters 279A and 279C of the Oregon Revised Statutes, and Division 137-46 and 137-48 of the Administrative Rules of the Oregon Department of Administrative Services. The RFP and resulting Contract may be subject to other laws and rules. Proposers should obtain and become acquainted with the applicable provisions of the above laws and rules. This RFP is a formal solicitation pursuant to ORS 279C.

### **SECTION 4 INSTRUCTIONS TO PROPOSERS**

#### **4.1 RFP CLARIFICATION AND PROTESTS; ADDENDA**

4.1.1 The Director of Facility Services shall be the sole points of contact for the College during this procurement. Any Proposer requiring clarification of the information provided in this RFP may submit specific questions or comments in writing to the Director of Facility Services by deadline specified in Section 2. Any Proposer wishing to protest this RFP must submit protests to the Director of Facility Services by deadline specified in Section 2.

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

- Sufficient information to identify the solicitation that is subject of the protest or request;
- 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;
- Evidence or supporting documentation that supports the grounds on which the protest is based; and
- A statement of the desired changes to the procurement process or the solicitation document that the Proposer believes will remedy the conditions upon which the Proposer based its protest or request.

4.1.3 It is the Proposer’s responsibility, prior to the applicable deadlines indicated in Section 2, to ask questions, request changes or clarifications, or inform the College if it believes the language, specifications, or requirements of an RFP are ambiguous, contradictory, contrary to law or unnecessarily restrictive.

4.1.4 Questions and requests for clarification submitted after the pertinent deadline specified in Section 2 may not be answered. Clarifications of any provision of the solicitation document are binding only if the College amends the solicitation document by Addendum.

4.1.5 Failure of Proposer to comply with provisions of Section 4.1.2 waives Proposer’s rights to contend later that either the RFP or contract is ambiguous, contradictory, contrary to law or likely to unnecessarily restrictive.

## 4.2 ADDENDA

4.2.1 College reserves the right to make changes to the RFP by written addenda. All changes to RFP documents shall be accomplished by addenda. Proposer shall acknowledge receipt of any addenda issued to this bid by filling in the appropriate space provided on the Proposal Response Form (ATTACHMENT A).

4.2.2 This Request for Proposal, including Contract terms, Conditions, Specifications or Addenda will be made available on OregonBuys. The State of Oregon's procurement website and the College's website at <https://www.cgcc.edu/facilities>. At its discretion, the College may extend the bid opening date and time to allow prospective Proposers to analyze and adjust to changes made by addenda. The College shall notify prospective Proposers of the new RFP closing date and time in the addendum.

4.2.3 Addenda shall be sent to all prospective Proposers known by the College to have received the RFP documents. Addenda shall be issued within a reasonable time to allow prospective Proposers to consider the addenda in preparing their Proposals, but in no case less than 72 hours before the RFP closing time unless it is in the public interest to do so.

4.2.4 Notwithstanding section 4.2.3 above, it is the Proposer's responsibility to check for addenda, responses to inquiries and/or questions, cancellations, or intents to award, and any and all additional information regarding this opportunity. It is not the College's responsibility to ensure that participating Proposers have received any of the above. By submitting a proposal, each Proposer thereby agrees that it accepts all risks, and waives all claims, associated with or related to its failure to obtain addendum information.

## 4.3 RECEIPT AND OPENING OF PROPOSALS

4.3.1 No responsibility will be attached to any official of the College for the premature opening of, or the failure to open, a proposal not properly addressed and identified. It is the Proposer's responsibility to ensure that the proposal has been delivered to the location specified on the cover page and in accordance with all other requirements of this RFP.

4.3.2 At the time fixed for the opening, the proposals shall be opened to avoid disclosure of contents to competing proposers. No information, other than the name of the Proposer, will be disclosed before notice of award of the contract identified herein or until this solicitation is terminated or cancelled.

## 4.4 IMPLIED REQUIREMENTS

Any products or services that are not specifically addressed in this solicitation but are necessary to provide functional capabilities proposed by the Proposer must be included in the proposal.

## 4.5 [RESERVED]

## 4.6 PROPOSAL ERRORS

The College is not responsible for any error or omission Proposer makes in submitting its proposal. Proposer will not be allowed to alter proposal documents after the deadline for submission. The College reserves the right to contact the Proposer for clarification of proposal contents.

## 4.7 MODIFICATION OR WITHDRAWAL OF PROPOSAL

4.7.1 A submitted Proposal may not be withdrawn or canceled by the Proposer for ninety (90) calendar days following the time and date designated for the receipt of Proposals; nor may it be or modified except by College-requested non-material clarification and supplementary submittals. (Material content involves quality, quantity, price and delivery.)

4.7.2 Proposals submitted early may be modified or withdrawn only by notice to the Director of Facility Services prior to the time and date designated for receipt of proposals. Such notice shall be in

writing or may be transmitted via email by an authorized representative of the Proposer. All such communications shall be so worded as not to reveal any material contents of the original proposal.

4.7.3 Withdrawn proposals may be resubmitted up to the time designated for the receipt of proposals provided they are fully in conformance with the Instructions to Proposers.

4.8 [RESERVED]

#### 4.9 PROTEST OF AWARD

4.9.1 A Proposer may protest the intent to award a contract in accordance with OAR 137-048-0240, provided:

1. 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
2. The reason for the protest is:
  - 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;
  - College has failed to conduct the evaluation of proposals in accordance with the criteria or processes described in the solicitation materials;
  - College has abused its discretion in rejecting the protestor's proposal as non-responsive or;
  - College's evaluation of proposals or the College's subsequent determination of award is otherwise in violation of College's Public Contracting Rules or the Public Contracting Code.
3. The protest is clearly marked as a protest, includes a description of this RFP, and is delivered to the point of contact and address set forth on page 1 of this RFP.
4. All protests of award must be in writing and physically received no later than 5:00 p.m. on the deadline for submitting such protests set forth in Section 2.1
5. 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.

4.9.2 Protests not filed within the time specified in this Section VII(A), 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.

4.9.3 College will resolve all protests in accordance with OAR 137-048-0240(3).  
4.10 CONFIDENTIALITY  
College is subject to the Oregon Public Records Law (ORS 192.311 to 192.478), which requires 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, College need not open proposals for public inspection until after execution of the contract(s) awarded under this RFP. Thereafter, 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:

- Such pages must be clearly marked "Confidential" on each page of the confidential document.
- Proposer must separate confidential pages from its other proposal pages by providing the confidential pages to College in a separate envelope, package, or digital file.
- In its proposal, proposer must cite the specific statutory exemption in Oregon Records Law exempting such pages from disclosure.

- Subsections (i) and (ii) above will prevail in the event these provisions conflict with formatting or response instructions elsewhere in this document.
- Proposers may not mark an entire proposal confidential. Should a proposal be submitted in this manner, 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, College reserves the right to disclose information that College determines, in its sole discretion, is not exempt from disclosure or that College is directed to disclose by the district attorney or a court of competent jurisdiction.

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

#### 4.11 PROPOSER REPRESENTATION

Proposers, by the act of submitting their proposals, represent that they have read and understand the proposal documents, they have familiarized themselves with the local conditions under which the work will be done and their proposal is based on the requirements described in the proposal documents without exception. Further, proposals submitted are made in accordance therewith and all applicable laws, regulations, ordinances, and resolutions dealing with or related to this procurement have been reviewed. The failure or neglect of a Proposer to examine such documents, laws, regulations, ordinances, or resolutions shall in no way relieve the Proposer from any obligations with respect to the contract ultimately issued as a result of this RFP. No claim for compensation will be allowed which is based upon a lack of knowledge of any aspect of the RFP, attachments, addenda (if any), laws, regulations, ordinances, or resolutions.

#### 4.12 CONTRACT LANGUAGE

**4.12.1 The proposal package and the signed College-issued Proposal Response Form by Proposer shall be considered as an offer by Proposer for the Facilities Master Plan Consulting Services and acceptance of all terms and conditions of the Request for Proposal and its attachments, which may be accepted by the College as the contract for the Facilities Master Plan Consulting Services or, at College's option, modified as set forth hereinafter.**

4.12.2 Proposer shall carefully review all terms and conditions stated herein, and comment on any terms and conditions for which Proposer has concerns. Additionally, Proposer must submit any amended or additional terms they want the College to review with their proposal. Terms and conditions not submitted with the Proposal will not be considered at any later date.

4.12.5 Once this proposal has been awarded, and a valid contract has been signed, no other Proposer contract language will be considered. Any contracts language submitted by the Proposer after such award will be considered a counter offer and may be subject to rejection and/or cancellation.

#### 4.13 CONFLICT OF INTEREST

By submitting a bid, a Proposer certifies that no officer, agent, or employee of the College who has a pecuniary interest in this Agreement has participated in preparation of the proposal or resulting Agreement, that the bid was made in good faith without fraud, collusion, or connection of any kind with any other Proposer of the same proposals, and that the Proposer is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.

#### 4.14 RESERVATIONS

The College reserves all rights regarding this RFP, including without limitation, the right to:

- 4.14.1 At any time during the solicitation or negotiation process, reject all proposals and cancel the solicitation without liability if the College determines that doing so would be in the public interest
- 4.14.2 Waive any and all irregularities in proposals submitted
- 4.14.3 Seek clarification of each Proposer's proposal
- 4.14.4 Reject any proposal that fails to comply substantially with all prescribed solicitation procedures and requirements
- 4.14.5 Negotiate the statement of work within the scope of work described in this RFP and to negotiate the rate
- 4.14.6 Negotiate the final contract which is in the best interest of the College considering cost effectiveness and the level of Proposer time and effort required for the project
- 4.14.7 Amend or extend the term of any contract that is a result of this RFP
- 4.14.8 Engage Proposer for different or additional services independent of this RFP process and/or any contracts/agreements entered into pursuant hereto.

#### 4.15 REJECTION OF PROPOSALS

- 4.15.1 The College reserves the right to reject any or all proposals received as a result of this request. Proposals may be rejected for one or more of the following reasons, including but not limited to:
- i. Failure of the Proposer to adhere to one or more of the provisions established in this RFP.
  - ii. Failure of the Proposer to submit a proposal in the format specified herein.
  - iii. Failure of the Proposer to submit a proposal within the time requirements established herein.
  - iv. Failure of the Proposer to adhere to ethical and professional standards before, during or following the Proposal process.
  - v. Failure of the Proposer to provide all costs and fees requested and in the format specified.
- 4.15.2 The College may reject any proposal not in compliance with all prescribed public procurement procedures and requirements and may reject for good cause any or all proposals upon a finding of the College that it is in the public interest to do so.

## SECTION 5 SCOPE OF WORK

### 5.1 OVERVIEW

Columbia Gorge Community College seeks a qualified applicant to update the college's facilities master plan, taking into account programmatic and facility needs identified, at a preliminary level, by college staff and faculty (5.1.1, 5.1.2, 5.1.3). Beginning with this information, the consultant will lead a process to identify other facility needs through a series of focus group meetings. The consultant will assess existing facility capacity to identify which, if any, of these needs can be met within a five-year time horizon through renovation of existing facilities. The consultant will provide estimated capital cost, adjusted for anticipated price escalation, for each of these renovations. The consultant will also identify measures needed to support the college's growth over a ten-year time horizon, separate from renovations. The updated master plan will take into consideration appropriate College design considerations, branding, sustainability, historical significance, siting and development of new facilities and renovation of existing facilities, and conservation of natural space and wildlife. The planning process will involve a Master Plan Steering Committee, the College's Board of Education, and focus groups comprising faculty, staff, students and community members. Outcomes should encompass the following elements:

#### **5.1.1 Facility and equipment inventory**

Update inventory of existing spaces on The Dalles and Hood River campuses:



- Confirm capacity to build out The Dalles Campus as allowed by 2005 CUP (138,562 SF less total of subsequent capital construction 2005-21 – Ref. CUP application Nov. 28, 2005) and identify maximum remaining capacity within 2005 CUP.
- Establish current assignable space – Classrooms, labs, faculty offices, IT, facility, storage
- Determine unmet space requirements for classrooms, labs, faculty offices, IT, facility, storage.
- Assess existing classroom and lab technology, distinguishing CTE from General Education requirements.
  - Identify requirements for new classroom technology
    - Identify opportunities to support multiple instructional modalities, including flexible instructional delivery
  - Identify requirements for additional CTE training equipment
  - Recommendations for sequencing acquisition of new technology
  - Assess current parking capacity for both campuses and recommend expansion options or alternatives including public transit.
- Evaluate and recommend improvements for:
  - Signage
  - Lighting
    - Exterior
    - Interior
  - Life Safety
    - Emergency Lighting
    - Door Locks
    - Intercom/Alarm System
  - Equipment Replacement
    - Classrooms
    - Instructional
    - Operational
    - Technology
  - Deferred Maintenance
    - Program Improvement
    - Asset Preservation
    - Safety/Code/Seismic
    - Reliability

### **5.1.2 Facility renovation: Five-year time horizon**

Evaluate facility renovation needs and present recommendations

- Identify faculty office space – Hood River - Indian Creek Campus
- Identify location for child care center on The Dalles Campus, including infrastructure requirements
- Assess accessibility improvements for Buildings 2, 3 on The Dalles Campus
- Identify additional lab capacity requirements
- Determine measures needed to transform unfinished basement in Building 3 into health sciences lab (dental assisting, dental hygiene).

- Building 4 renovation – Requirements to meet current building codes ???
- Building 11 renovation for fire sciences training and MCF&R fire district equipment bay
- Building 12 – Digital Media Room renovation.
- Student resource center – Location and design
- Commercial kitchen – Coordinate with SBDC fermentation study
- Determine whether HR-ICC classroom building is physically capable of supporting another floor, and whether this would be allowed under zoning height restrictions in City of Hood River.
- Identify and project need for EV charging stations, both campuses
- Identify prospective athletic field locations

### 5.1.3 Strategic expansion: Ten-year time horizon

Evaluate 10-year facility and campus expansion opportunities

- Review 2012 The Dalles Campus master plan
  - Assess upslope build-out capacity to National Scenic Area boundary and infrastructure requirements.
  - Revise The Dalles Campus Master Development Plan to identify any new facilities identified in this report.
- Review and update Hood River – Indian Creek Campus master development plan, coordinating with current and anticipated work taking place between CGCC, City of Hood River, Hood River Valley Parks District and Mid-Columbia Housing Authority.
  - Assess feasibility of constructing classroom building on HR-ICC parking lot
  - Assess potential of 13<sup>th</sup> Street storefront presence for Hood River campus
    - Ensure alignment and coordination with planning goals of the City of Hood River including Heights urban renewal district

5.1.4 Coordinate with the Facilities Master Plan Steering Committee at key steps of the master planning process. The College anticipates a minimum of three meetings with the Master Plan Committee and a presentation of the final master plan to the College’s Board. Deliverable: Final presentation to College Board.

5.1.5. Conduct a minimum of three focus groups or charrettes with College representatives and three focus groups or charettes with community partners (one in The Dalles, two in Hood River) to derive input for master plan concepts and elements. Deliverable: Draft and final technical memorandum summarizing input from College representatives and community partners.

5.1.6. Develop draft and final conceptual drawings and schematics for the proposed master plan. These drawings and schematics shall include conceptual facility footprints and circulation, vehicular circulation and parking, way finding and signage, open and green spaces, and topography, along with notation of relevant infrastructure, regulatory, environmental and community concerns. Lead discussion on the pros and cons of the various alternatives. Deliverable: Final conceptual drawings and schematics with technical memorandum summarizing discussion of the various alternatives.

5.1.7. Prepare draft and final master plan report, coordinating documentation and response for all comments received. Deliverable: Draft and final master plan reports with technical memorandum summarizing all comments received.

## 5.2 PROFESSIONAL REQUIREMENTS

Proposer will have not less than 5 years of experience in providing all the types of services required within the Scope of Work and will demonstrate, to the satisfaction of the College, the ability to provide the services

required within the Scope of Work to the College and a proven history of providing such service for public agencies and specifically with college and/or universities. The College anticipates that the successful Proposer shall have brought together an interdisciplinary team that includes at minimum representatives from the planning, engineering, environmental science and public outreach professions. The successful Proposer shall demonstrate its ability to effectively coordinate communications and work product across these disciplines.

### 5.3 CONTRACTOR RESPONSIBILITIES

The services performed by Proposer under contract through this RFP process shall be rendered directly by it or under close personal supervision by it, and those services shall be faithfully performed with care and diligence. The Proposer will be available for communications from the College within a reasonable time. If it is not possible for the contacted party to respond, the Proposer will make arrangements for a designated member to respond to the College.

### 5.4 [RESERVED]

### 5.5 SCHEDULE OF SERVICES

Proposer will provide a detailed project schedule and narrative of the process to develop the master plan.

## **SECTION 6 SPECIFICATIONS**

### **6.1 MANDATORY QUALIFICATIONS**

6.1.1 Basic Qualifications: Proposer shall provide basic data relative to Proposer's size, history, personnel and special expertise ~~and general credits~~. Provide a list of at least five (5) projects, with brief descriptions, which show the Proposer's ability to complete projects of this scope. ~~Relevant awards, associations, etc. for the Proposer may be included. Office brochures should be submitted separately as supplemental data.~~

6.1.4 Past Performance: Submit at least three reference letters from prior clients or client representatives.

## **SECTION 7 PROPOSAL CONTENTS AND SUBMISSION**

### **7.1 PROPOSAL SUBMISSION**

All proposals shall be legibly written in ink or typed and comply in all regards with the requirements of the solicitation. Proposals submitted shall be in a sealed opaque container, clearly marked with the proposal number listed on the cover page of this solicitation. No facsimile proposals will be accepted.

### **7.2 SIGNATURE**

An Authorized representative of the Proposer must sign proposals in ink. Proposals by partnerships must bear the signature of one authorized representative from each of the partners. Signature on a proposal certifies that Proposer has read and fully understands all solicitation specifications, terms and conditions. No consideration will be given to any claim resulting from proposing without comprehending all requirements of the RFP.

### **7.3 TIMELINESS**

Proposals must be submitted by the due date and time set forth in this RFP. Proposals received after the due date and time will be considered late proposals and will be returned unopened.

### **7.4 FORMAT OF PROPOSAL**

7.4.1. Proposals must conform to the requirements of the RFP. Submit all necessary attachments with the proposal and in the required format. Failure to comply with all requirements may result in proposal rejection.

7.4.2 Proposals should provide a straightforward, concise description of the Proposer's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness, organization, and clarity of content. Proposers should refrain from providing supplemental information not requested. Present information sequentially in the same order as the proposal content listed below in Section 7.5.

7.4.3. Proposal should be typed in a font size 12 or larger and be contained in a document not to exceed thirty (30) pages on 8.5" x 11" "letter sized" paper including pictures, charts, graphs, tables and text the firm deems appropriate to be part of the review of the firm's response. Pages larger than 8.5" x 11" will be counted as two pages. Pages printed on both sides will be counted as two pages. Pages submitted in excess of 30 will result in a five (5) point penalty for each additional page, deducted from the total combined proposal score prior to ranking.

7.4.4. Resumes of key individuals proposed to be involved in this project should be restricted to a single page per person. Show degrees, certifications, years and types of experience.

7.4.5. The following items will not count toward the 30-page limit:

- Two-page cover letter
- College-provided forms
- Table of contents
- Front and back covers
- Insurance certificates
- Single-page Resumes when appended
- Blank section/numerical dividers. Dividers with text or photographs that display information about the Proposer will be included in the page count.
- Supplemental Information: Project examples and pamphlets

7.4.6 Fill out all College-provided forms completely. Alteration of the form beyond page orientation and font/page color may result in proposal rejection. Add pages only when indicated as acceptable on the form.

7.4.7 For ease in scoring the Proposals, please provide tabs keyed to each of the criteria. Submit the original and each copy with tabs between each section. Identify each section, as defined below, with a tab.

## 7.5 PROPOSAL CONTENTS

7.5.1 Company Information: Include the following items in this section:

- Cover Letter. In narrative form, using a maximum of two (2) pages, provide sufficient information that will demonstrate the proposer's capacity to meet the expectation of this solicitation, including proposer's availability to complete the scopoe of work in timely fashion, and what specifically sets the company apart and above competitors.
- Attachment A: Proposal Response Form in this section. Submit the Proposal Form with every line item filled in; if any items are not applicable, use N/A to indicate this.
- Comments on College Terms & Conditions: Provide comment on which terms and conditions, if any, the Proposer will have difficulty accepting. Per Attachment D- General Terms and Conditions, Section D.6, submit any additional terms and conditions Proposer wishes the College to review.
- Insurance Certificate as required under Attachment D- General Conditions.

7.5.2 Reserved.

7.5.3 Staff Experience and Qualifications: Proposers shall list the team expected to accomplish this work including project leads, project staff and anticipated consultants. The Proposal shall describe who will perform the various tasks, the amount of their involvement and responsibilities, availability to respond to College requests and queries, and give their qualifications, including any required licenses or certifications.

7.5.4 Mandatory qualifications: Address all requirements in Section 6.

7.5.5 References: Using Attachment B, provide references from a minimum three clients of similar size and scope of work as is listed herein. ~~Preference will be given to references from institutions of higher education.~~

7.5.6 Plan and Approach: Proposer shall provide a specific timeline and detailed description of their approach to this specific project and scope of work, master planning, and planning philosophy, including understanding of the program, alternative concepts and methods for consideration, specific steps, techniques, description of reports as set forth in Section 5.,

- 7.5.7 Fees/Costs: Proposer should provide a detailed breakdown of the total fees and costs of conducting the scope of work set forth in this RFP, including staff billing rates and overhead.
- 7.5.8 Format: To assist evaluation it is desirable to format the proposal similar to the headings listed above. The submittals should be clear and to the point.

**SECTION 8 SELECTION CRITERIA AND METHOD OF AWARD**

**8.1 PROPOSAL ANALYSIS PROCESS**

The evaluation process will be centered on the selection criteria set forth below. The steps described herein shall be taken to analyze and rank the proposals, and to finalize a contract for delivery of the services described herein.

- 8.1.1 An evaluation committee comprised of appropriate college staff, and as required, technical experts and/or community members, will convene to review the proposals.
- 8.1.2 Each member of the selection committee will independently score proposals in accordance with the evaluation criteria above. The College will then average the proposal scores per category and sum the category averages for a total score for each proposal.
- 8.1.3 After reaching a total score for each proposal, the evaluation committee may elect to proceed to interviews as described below should the evaluation committee consider it necessary or desirable.
- 8.1.4 If the College decides to conduct interviews, the evaluation committee will interview the three (3) highest-scored proposers whose proposals evidence the highest level of qualification and experience to proceed to an oral interview and presentation. Should fewer than three (3) proposals be received, the proposers submitting a proposal that meets minimum requirements will be interviewed. Each proposer selected to interview and present will require the proposer’s proposed project manager for the Project to attend the interview and presentation.

**8.2. SELECTION CRITERIA**

All proposals from qualified firms deemed responsive and that provide all the minimum requirements will be evaluated on the following criteria:

PROPOSER’S BASIC QUALIFICATIONS	P/F
STAFF EXPERIENCE AND QUALIFICATIONS	35 points possible
PLAN & APPROACH	40 points possible
REFERENCES/PAST PERFORMANCE	P/F
EXAMPLES OF WORK	P/F
FEES/COSTS	25 points possible
TOTAL PROPOSAL POINTS AVAILABLE	100 points

**8.3 [RESERVED]**

**8.4 INTERVIEWS**

8.4.1 If interviews are scheduled, an interview agenda will be provided to the firms being selected for an interview at least 72 hours prior to interview. The interview is a fact-finding and explanation session only and will not include negotiations. The College will schedule the time and location of presentations. If an oral presentation is requested, any specific requirements for the presentation will be provided in a written notice of the request. Agenda for each invitee may be different depending upon the particular aspects of their Proposal, which may require clarification or additional information.

8.4.2 [Reserved]

8.4.3	Evaluation criteria for the interviews will be as follows:	
	Staff and Management approach	30 points
	Comprehension of College needs	30 points
	Presentation	15 points
	Clarity of responses	25 points
	TOTAL INTERVIEW POINTS AVAILABLE	100 points

8.4.5 Each member of the interview panel will independently score the interviews in accordance with the evaluation criteria above. The College will then average the interview scores per category and sum the category averages for a total score for each interview.

**8.5 FINAL RANKING AND NOTICE OF AWARD**

Following interviews, if implemented, the sum of the total score for the proposal and the total score for the interview will be used to determine the highest-ranked proposer. The highest-ranked Proposer thus selected, will be recommended for award to the Board of Education when required by College policy, a Notice of Intent to Award will be issued, and the College will enter into contract negotiations. During negotiation, the College may require any additional information it deems necessary to clarify the approach and understanding of the requested services. Any changes agreed upon during the contract negotiations will become part of the final contract. If the College cannot come to terms with the top-ranked proposer, the College may enter into negotiations with the second-ranked proposer. This process may continue until the College reaches an agreement which the College deems appropriate for the services.

**8.6 RIGHT TO CLARIFICATION AND ADDITIONAL RESEARCH**

The College reserves the right to obtain clarification of any point in a proposal or to obtain additional information necessary to evaluate a particular proposal. Failure of a Proposer to respond to such a request for additional information or clarification may result in a finding that the Proposer is non-responsive and consequent rejection of the proposal.

8.6.1 The College may obtain information from any legal source for clarification of any proposal or for information on any Proposer including, but not limited to, the Proposer’s clients, police files, insurance files and agencies, credit bureaus and professional organizations. The College need not inform the Proposer of any intent to perform additional research in this respect or of any information thereby received.

8.6.2 The College may perform, at its discretion, investigations of any Proposer. Information sought may include, but shall not necessarily be limited to credit history, recent financial statements, insurance coverage and policies, current litigation, contacting references, etc. All such documents, if requested by the College, become part of the public records and may be disclosed accordingly. If the College finds that a Proposer is unable to demonstrate financial responsibility in the sole judgment of the College, that Proposer’s proposal may be rejected.

8.6.3 The College may postpone the award or execution of the contract before or after Notice of Intent to Award to complete its investigation. The College reserves the right to consider past performance, historical information and fact, whether gained from the Proposer’s proposal, question and answer conference, references, or any other source in the evaluation process. The College reserves the right to reject any proposal or to reject all proposals at any time prior to the College’s execution of a contract in the event Proposer’s reference checks prove unsatisfactory.

## SECTION 9

### ATTACHMENT A: PROPOSAL RESPONSE FORM

#### **Facilities Master Plan Consultant Services**

RFP Closing date: March 31, 2022 at 2:00 pm

The undersigned, through the formal submittal of this proposal response, declares that they have examined all related proposal documents and read the instruction and conditions, and hereby proposes to provide **Master Plan Consultant Services** as specified, in accordance with the proposal documents herein for the price set forth in the proposal submittal attached hereto and forming a part of this proposal.

The Proposer, by signature below, hereby certifies and represents as follows:

- That no officer or employee of Columbia Gorge Community College is personally interested directly, or indirectly, in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the College, its officers, agents, or employees had induced the Proposer to enter into this contract and the papers made a part hereof by its terms;
- Proposer does not discriminate in its employment practices with regard to age, disability, gender, marital status, national origin, color, race, religion, sexual orientation or veteran status. Proposer has not discriminated and will not discriminate, in violation of ORS 279A.110, against 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.
- 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.
- Information and costs included in proposal shall remain valid for ninety (90) days after the RFP due date or until the contract is approved, whichever comes first.
- The statements contained in proposal are true and complete to the best of the Proposer's knowledge and the Proposer accepts as a condition of the contract, the obligation to comply with applicable state and federal requirement, policies, standards and regulations. The undersigned recognizes that this is a public document and open to inspection.
- The Proposer understands and accepts all the terms and conditions contained in the Request for Proposal.



**Acknowledges Receipt of Addenda No's. \_\_\_\_\_ through \_\_\_\_\_ inclusive.**

PROPOSER'S EMPLOYERS FEDERAL TAX IDENTIFICATION NUMBER (EIN)

\_\_\_\_\_

\_\_\_\_\_  
(Proposer)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Print Name and Title)

\_\_\_\_\_  
(Email address)

\_\_\_\_\_  
(Telephone)

\_\_\_\_\_  
(Signature)

**PRIMARY CONTACT**

Provide the contact information for the person primarily responsible for any communication with the College during the course of the work if awarded.

Contact Name (printed): \_\_\_\_\_

Contact Title: \_\_\_\_\_

Contact Email Address: \_\_\_\_\_

Contact Telephone Number: \_\_\_\_\_

**FAILURE TO SIGN AND SUBMIT THIS FORM WILL BE CAUSE FOR PROPOSAL REJECTION** Proposer accepts and agrees to be bound by the terms and conditions stated in this Proposal.

**END OF PROPOSAL RESPONSE FORM**

**ATTACHMENT B: REFERENCES**

Fill out Reference form completely and submit with Proposal. Failure to do so may result in Proposal being rejected for consideration.

1. CLIENT FIRM NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PRIMARY END USER CONTACT NAME: \_\_\_\_\_

EMAIL: \_\_\_\_\_ PHONE: \_\_\_\_\_

TYPE OF PRODUCTS PROVIDED TO CLIENT: \_\_\_\_\_

YEARS OF CONTINUOUS SERVICE TO CLIENT: \_\_\_\_\_

2. CLIENT FIRM NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PRIMARY END USER CONTACT NAME: \_\_\_\_\_

EMAIL: \_\_\_\_\_ PHONE: \_\_\_\_\_

TYPE OF PRODUCTS PROVIDED TO CLIENT: \_\_\_\_\_

YEARS OF CONTINUOUS SERVICE TO CLIENT: \_\_\_\_\_

3. CLIENT FIRM NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PRIMARY END USER CONTACT NAME: \_\_\_\_\_

EMAIL: \_\_\_\_\_ PHONE: \_\_\_\_\_

TYPE OF PRODUCTS PROVIDED TO CLIENT: \_\_\_\_\_

YEARS OF CONTINUOUS SERVICE TO CLIENT: \_\_\_\_\_

## ATTACHMENT C: SCHEDULE OF INSURANCE

### 1. General Requirements

During the term of the Contract, Contractor shall maintain in full force and at its own expense each insurance coverage or policy noted below from insurance companies that are authorized to transact insurance and issue coverage in the State of Oregon. The Contractor shall pay for all deductibles, self-insured retention and self-insurance included thereunder. If the Contractor is self-insured for any of the below required insurance coverage, the Contractor must provide proof of their organization's self-insurance program in the form and substance requested by the College. Any company or individual performing work for Southwestern Oregon Community College District (hereinafter "the College") shall be required to provide a certificate of insurance to the College for which the company is to perform such work, and name the College as an additional insured on the policy of insurance.

1. General Liability shall be a per occurrence form and must cover the time for which the work is being performed.
2. Proof of insurance of not less than the amount required is to be provided. Limits shown in the requirements are a minimum per occurrence limit.
3. If the College is required to use Federal or State insurance policy limits, or is subject to the Federal or State tort claim limits, the limits required through this statement shall be superseded by such limits.
4. If a claim occurs where the amount of the claim exceeds the insurance policy limits required by this directive, the company or individual performing work assumes full responsibility for the payment of such claim.
5. Waivers of the policy limits or provisions in this policy must be approved by the Vice President of Administrative Services, the College President and under certain circumstances, the College Board. Insurance policy limits may also be required to be higher based upon the College's review of the specific application for which insurance is required.
6. Tail Coverage": If any of the required liability insurance is on a "claims made" basis, recipient shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Contract/Agreement, for a minimum of 24 months following the later of:
  - (1) Recipient's completion of all services and the College's acceptance of all services required under the Contract/Agreement, or
  - (2) The expiration of all warranty periods provided under the Contract/Agreement. Notwithstanding the foregoing 24-month requirement, if recipient elects to maintain "tail" coverage and the maximum time period "tail" coverage is reasonably available in the marketplace is less than the 24-month period described above, recipient shall maintain "tail" coverage for the maximum time period "tail" coverage is reasonably available in the marketplace for the coverage required.
7. Definitions:

Commercial General Liability: To cover bodily injury, death, and property damage. This insurance shall include contractual liability coverage for the indemnity provided under those listed in the Agreement/Contract, personal and advertising injury liability, products liability and completed operations liability. Coverage may be written in combination with Automobile Liability Insurance (with separate limits).

Professional Liability: To cover error, omission or negligent acts related to the professional services to be provided under the Agreement/Contract.

Automobile Liability: To cover each accident for bodily injury and property damage, including coverage for owned, hired, non-owned, leased, or rented vehicles as applicable. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits).

Builders Risk: To cover structures being built, temporary structures at the building site, and building materials not yet having become part of the building. The building materials are covered while on the insured location, in transit, or in storage at another location.

Installation Floater: To cover materials, equipment, and personal property while in transit, installation, and until coverage terminates according to the terms of the floater. This coverage can cover the property of others in the contractor's care, custody or control that is often excluded under the contractor's general liability coverage.

Umbrella Liability: To cover excess liability over several of the insured's primary liability policies. An excess liability policy may be what is called a following form policy, which means it is subject to the same terms as the underlying policies; it may be a self-contained policy, which means it is subject to its own terms only; or it may be a combination of these two types of excess policies.

Umbrella policies provide three functions:

- (1) To provide additional limits above the each occurrence limit of the insured's primary policies;
- (2) To take the place of primary insurance when primary aggregate limits are reduced or exhausted; and
- (3) To provide broader coverage for some claims that would not be covered by the insured's primary insurance policies, which would be subject to the policy retention.

Most umbrella liability policies contain one comprehensive insuring agreement. The agreement usually states it will pay the ultimate net loss, which is the total amount in excess of the primary limit for which the insured becomes legally obligated to pay for damages of bodily injury, property damage, personal injury, and advertising injury.

8. Should the Umbrella/Excess Insurance coverage combined with Commercial General Liability coverage not equal or exceed the minimum combined coverage shown, coverage must be increased to equal or exceed the minimum total coverage limits shown.

If there is no Umbrella/Excess Insurance coverage, then the Commercial General Liability, Employers Liability, and Automobile Liability limits must be increased to equal or exceed the minimum total coverage limits shown.

9. Contractor will purchase and maintain property insurance for the entire work at the site on a replacement cost basis.

Contractor shall obtain, at Contractor's expense, and keep in effect until final acceptance of the work performed under this contract, an Installation Floater or equivalent property coverage for materials, equipment, supplies, and tools to be used for completion of the work performed under this contract.

The Installation Floater shall include coverage for testing, if applicable.

The minimum amount of coverage to be carried shall be equal to the full amount of this contract.

The contractor will be responsible for any applicable deductibles.

10. The Certificate of Insurance(s) and Endorsement(s) will be a part of the Contract and shall be provided to the College with endorsement(s) indicating that the Commercial General Liability insurance coverage is in effect which shall be **primary and non-contributory** with any insurance maintained by the College. For construction contracts, a per project aggregate (form CG 2503 05/09 or equivalent) shall also be required.

The College shall be included as an additional insured under the commercial general liability, automobile liability, and umbrella liability policies.

A waiver of subrogation under the workers' compensation and commercial general liability policies shall be provided.

Copies of such endorsements or coverage enhancements **shall be attached to the certificate(s)** provided to the College and will become a part of the Contract.

Insurance Coverage provided must be underwritten by an insurance company deemed acceptable by the College. The College reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

**Level 2 Insurance Requirements:**

***Professional services contracts/agreements \$50,000 and under:***

<u>Commercial General Liability</u>	\$1,000,000
<u>Professional Errors and Omissions Liability</u>	\$2,000,000
<u>Workers' Compensation (if applicable)</u>	Statutory Limit
Employer's Liability	\$ 500,000
<u>Automobile Liability</u>	\$1,000,000
<u>Umbrella/Excess Insurance</u>	\$ 1,000,000

**Level 4 Insurance Requirements:**

***Professional services contracts/agreements over \$50,000:***

<u>Commercial General Liability</u>	\$ 1,000,000
<u>Professional Errors and Omissions Liability</u>	\$ 2,000,000
<u>Workers' Compensation</u>	Statutory Limit
Employer's Liability	\$ 500,000
<u>Umbrella/Excess Insurance</u>	\$ 2,000,000
<u>Automobile Liability</u>	\$1,000,000

## **ATTACHMENT D      GENERAL TERMS AND CONDITIONS**

### **D.1      INCURRED COSTS**

Neither the College, nor its agents, is liable for any cost incurred by proposers prior to issuance of an agreement, contract, or purchase order. All prospective proposers who respond to a Southwestern Oregon Community College RFP do so solely at the Proposer's cost and expense.

### **D.2      NO ASSIGNMENT OR TRANSFER OF CONTRACT RIGHTS**

Subsequent to executing a contract, Contractor shall not assign, sell, or transfer rights, nor delegate responsibilities, under a public contract, either in whole or in part, without first obtaining the College's prior written consent. Such written consent shall not relieve Contractor of any obligations under a public contract, and any transferee shall be considered the agent of the Contractor and bound to abide by all provisions of the public contract. Except in the event of novation, if the College consents in writing to an assignment, sale, or transfer of the Contractor's rights and responsibilities, the Contractor shall remain ultimately liable to the College for complete performance of the public contract as if no such assignment, sale, or transfer had occurred.

### **D.3      CONTRACT**

No other additional contract language, unless otherwise indicated by the Proposer at the time of the proposal submittal, will be considered. Should Proposer require that a standard company contract be signed, a copy of this contract must be submitted along with the proposal. If submitted, this contract will be evaluated to make certain that it does not deviate from the conditions of this proposal package. Should the submitted Proposer contract deviate from the terms and conditions of the proposal package, said contract will be modified by the College for compliance. Once this proposal has been awarded, and a valid contract has been signed, no other Proposer contract will be considered. Any contracts submitted by the Proposer after such award will be considered a counter offer and may be subject to rejection and/or cancellation.

### **D.4      TERMINATION OF CONTRACT**

D.4.1 The Contract may be terminated at any time by mutual written consent of the parties.

D.4.2 The College may, at its sole discretion, terminate the contract, for convenience upon thirty (30) days written notice.

D.4.3 The College is excused from performance and may in its sole discretion terminate the contract immediately upon notice to the Contractor or at such later date the College may establish in such notice, upon the occurrence of any of the following events:

- The College fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for the Goods/Services to be purchased under the contract; or
- Federal or state laws, regulations, or guidelines are modified or interpreted in such a way that either the purchase of the Goods/Services by the College under the contract is prohibited, or the College is prohibited from paying for such Goods/Services from the planned funding source; or
- Contractor commits any material breach of the contract.

### **D.5      INDEPENDENT CONTRACTOR STATUS**

The Contractor is engaged as an independent contractor and is responsible for any federal, state, and local taxes and fees applicable to payments hereunder. The Contractor, its Subcontractors, and their employees are not employees of the College and are not eligible for any benefits through the College including, without limitation, federal social security, health benefits, worker's compensation, unemployment compensation, and retirement benefits.

**D.6 NO THIRD PARTY BENEFICIARIES**

The Contractor and the College are the only parties to a Contract awarded from this solicitation and are the only Parties entitled to enforce its terms. Nothing in this document gives, assigns or provides any benefit or right, whether directly or indirectly, or otherwise, to third persons.

**D.7 GOVERNING LAW/VENUE**

The provision of the contract shall be construed in accordance with the provisions for the laws of the State of Oregon without reference to its conflict of laws provisions. Any actions or suits involving any question arising under the Contract shall be brought in the appropriate court in Coos County, Oregon.

**D.8 COMPLIANCE WITH LAWS**

The Contractor certifies that in performing the Contract it will comply with all applicable provisions of the federal, state and local laws, regulations, rules, orders, codes, and ordinances applicable to the provision of goods and/or services under this solicitation, including, without limitation, the provisions of ORS 279C.505, 279C.515, and 279B.235, as set forth below and the provisions of: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 (Pub L No. 101-336), ORS 659.800 et al, and all amendments of regulations and administrative rules established pursuant to those laws; and (iv) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.

**D.9 CONTRACTOR’S REPRESENTATIONS AND WARRANTIES**

Contractor represents and warrants to the College that:

D.9.1 Contractor has the power and authority to enter into and perform this Contract.

D.9.2 This Contract, when executed and delivered, is a valid and binding obligation of Contractor, enforceable in accordance with its terms.

D.9.3 Contractor (to the best of Contractor’s knowledge, after due inquiry), for a period of no fewer than six calendar years preceding the date of Closing of this solicitation listed herein for this Contract, faithfully has complied with:

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

D.9.4. Any purchases including but not limited to, Goods, Items, Equipment, Components, Hardware, Software/Intellectual Property Rights, etc. delivered to the College under this Contract, and Contractor’s Services rendered in the performance of Contractor’s obligations under this Contract, shall be provided to the College free and clear of any and all restrictions on or conditions of use, transfer, modification, or assignment, and shall be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.

**D.10 CONTRACTOR’S COMPLIANCE WITH TAX LAWS**

D.10.1 Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of

this Section, "tax laws" includes all the provisions described in subsection D.10.3 (i) through (iv) of this Contract.

D.10.2 Any violation of subsection 1 of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty, in subsection D10.3 of this Contract, that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle the College to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:

- i. Termination of this Contract, in whole or in part;
- ii. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to the College's setoff right, without penalty; and
- iii. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. The College shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement services and/or goods as listed herein.

These remedies are cumulative to the extent the remedies are not inconsistent, and the College may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

#### **D.11 AMENDMENTS**

All changes to the Contract, including changes to the scope of work and Contract amount, must be made by written amendment and approved by the Vice President for Administration or their designee to be valid.

#### **D.12 WARRANTIES**

Unless otherwise stated, all goods shall be new and current model and shall carry full manufacturer warranties. The Contractor warrants to the College that all goods and services furnished hereunder will conform in all respects to the terms of this order, including any drawings, specifications, standards incorporated herein, materials, workmanship, and be free from such defects in design. Contractor warrants and represents that all goods and services contained herein are free and clear of all liens, claims, or encumbrances of any kind whatsoever. In addition, Contractor warrants the goods and services are suitable for and will perform in accordance with the purposes for which they were intended. Contractor agrees to accept for credit, repair, or replacement, at no charge, any items received defective by the College or proven defective during the agreed warranty period and to be responsible for all transportation costs for return to the Contractor, and when repaired or replaced, returned to the College. All implied and expressed warranty provisions of the Uniform Commercial Code (ORS chapter 72) are incorporated in this Contract. All warranties shall run to the College.

#### **D.13 COMPLIANCE WITH COLLEGE POLICIES**

The College retains the right to stop any activity and/or to require dismissal from the job site of any worker whose behavior does not comply, or gives the College reasonable suspicion to believe the worker's behavior does not comply, with pertinent Southwestern Oregon Community College policies, including but not limited to providing a respectful workplace, a harassment free workplace, and a drug and alcohol free workplace, or the activity is deemed hazardous to members of a user group, the public, or College facilities. Southwestern Oregon Community College is a college campus; however, there are a large number of minors on College property. Contractors are responsible and shall be held liable for any misconduct of its employees and/or subcontractors.

#### **D.14 OWNERSHIP OF WORK PRODUCT**



All Work Product created by Contractor pursuant to this Contract, including derivative works and compilations, and whether or not such Work Product is considered a “work made for hire” or an employment to invent, shall be the exclusive property of the College. The Contractor and College agree that such original works of authorship are “work made for hire” of which the College is the author within the meaning of the United States Copyright Act. If for any reason the original Work Product created pursuant to the Contract is not “work made for hire,” Contractor hereby irrevocably assigns to the College any and all of its rights, title, and interest in all original Work Product created pursuant to this Contract, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon the College’s reasonable request, Contractor shall execute such further documents and instruments necessary to vest fully such rights in the College. Contractor forever waives any and all rights relating to original Work Product created pursuant to this Contract, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

#### **D.15 FUNDS AVAILABLE AND AUTHORIZED**

The College reasonably believes at the time of entering into the Contract that sufficient funds are available and authorized for expenditure to finance the cost of the Contract within the College's appropriation or limitation. Contractor understands and agrees that, to the extent that sufficient funds are not available and authorized for expenditure to finance the cost of this Contract, The College’s payment of amounts under the Contract attributable to Services performed after the last day of the current biennium is contingent on the College appropriations, limitations or other expenditure authority sufficient to allow The College, in the exercise of its reasonable administrative discretion, to continue to make payments under this Contract.

#### **D.16 INDEMNITY**

Contractor shall hold harmless, defend and indemnify the College, its officers, employees and agents, from all claims, demands, suits, actions, losses, damages, liabilities, costs and expenses of whatsoever nature, including all attorney’s fees and costs, resulting from or arising out of the activities of the Contractor or its officers, employees, Subcontractors, or agents including intentional acts, or of its Subcontractors, agents or employees under this contract.

#### **D.17 BREACH OF CONTRACT**

In the event of a breach by the Contractor of any of the provisions of this Contract, the College reserves the right to cancel and terminate the Contract forthwith upon giving oral or written notice to the Contractor. Contractor shall be liable for any and all damages suffered by the College as a result of Contractor’s breach of contract including, but not limited to, incidental and consequential damages, as provided in ORS 72.7110 to 72.7170; in the event of repeated breach of public and/or private contracts, Contractor shall be subject to disqualification on College contracts, as provided in ORS Public Contracting Code (279A, 279B, and 279C, and OAR as applicable).

#### **D.18 SEVERABILITY**

If any provision of the Contract is declared by a court of competent jurisdiction to be illegal or in conflict with the law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular provision held invalid.

#### **D.19 DEFAULT BY PROPOSER**

In case of default by the Proposer, the College may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the Contractor, the difference between the price named in the contract or purchase order and actual cost thereof to the College. Prices paid by the College

shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Vice President of Administration of Southwestern Oregon Community College.

**CONSULTANT PROFESSIONAL SERVICES AGREEMENT**  
**Between**  
**COLUMBIA GORGE COMMUNITY COLLEGE**  
**and**  
**[NAME OF CONSULTANT]**

This Consultant Professional Services Agreement ("Agreement") is made by and between Columbia Gorge Community College ("College") and [Name of Consultant] ("Consultant"), for [Description of Services] ("Services"). The parties agree as follows:

**CONSULTANT DATA**

Consultant attests that it is an independent contractor solely responsible for the work performed under this Agreement. Consultant, its subconsultants, employees, and agents shall not be deemed employees of College. Consultant shall be responsible for all federal, state, and local taxes and any and all fees applicable to payments for Services under this Agreement.

**Full Business Name:**

**Address:**

**City, State, ZIP:**

**Business Telephone:**

**Facsimile:**

**E-mail:**

**Federal Tax Identification Number ("TIN") or Social Security Number ("SSN"):**

Consultant must submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed Agreement. Payment information will be reported to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Consultant.

**Consultant certifies under penalty of perjury that Consultant is a:**

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Corporation             | <input type="checkbox"/> Limited Liability Company |
| <input type="checkbox"/> Partnership     | <input type="checkbox"/> Other [describe: _____] |  |

## TERMS AND CONDITIONS

### 1. Initial Project Information.

- a. Project Description: Assist College in [**facility planning services for renovation and remodeling of existing structures on The Dalles and Hood River campuses**] as more fully described in ""Exhibit C, Scope of Services (the "Services").
- b. Consultant's Project Team: The Consultant's team is as set forth in Consultant's Response to College's RFP ("Consultant Response") submitted on \_\_\_\_\_ and incorporated by reference herein.
- c. The Agreement consists of these Terms and Conditions and the following Exhibits:
  - Exhibit A: Payment Schedule
  - Exhibit B: Insurance Requirements
  - Exhibit C: Scope of Services

### 2. Consultant's Duties.

- a. Consultant Representative. Consultant shall identify a representative authorized to act for Consultant on the Project. College has the right to review and approve any representative proposed by Consultant, which approval shall not be unreasonably withheld. Consultant shall not appoint a representative to whom College has reasonably and timely objected. Consultant shall not substitute representatives without College's review and approval. Consultant acknowledges that this Agreement was awarded in part on the basis of the unique background and abilities of the key personnel and subconsultants identified by Consultant. Consultant shall not remove, reassign, or replace key personnel without College's prior written consent.
- b. Subconsultants. Consultant shall identify by firm, name, and title, the primary subconsultants who will perform Services under this Agreement. Consultant shall not engage or assign any person or entity to whom College has made a reasonable and timely objection. College has the right to review and approve any subconsultant substitutions proposed by Consultant. College shall not unreasonably withhold its review and approval of these substitutions. Upon College's request, Consultant shall promptly provide copies of Consultant's agreements with subconsultants.
- c. Conflicts. Consultant represents that Consultant has no existing interest and shall not acquire any interest, direct or indirect, that would reasonably appear to interfere in any manner or degree with the performance of Services under this Agreement and that Consultant shall employ no person having such interest.
- d. Insurance. Before beginning Services, Consultant shall obtain and maintain for the duration of this Agreement all insurance coverages listed in Exhibit B (Insurance Requirements). Maintenance of insurance coverage is a material element of this Agreement and Consultant's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement, as required or when requested, may be treated as a material breach.

### 3. Scope of Consultant's Services.

- a. Legal and Policy Compliance. Consultant shall provide the Services described in detail in the RFP in accordance with the terms of this Agreement, federal, state, or local law or ordinance, and applicable College rules, policies, and administrative directives. Consultant shall provide the Services so that the Project will be completed as expeditiously and economically as possible within the total budgeted cost to College and in College's best interests.
- b. Standard of Care. Consultant shall perform the Services with skill, care, and diligence in accordance with the standard of care applicable to such Services performed by recognized firms providing similar services in the Dalles, Oregon and Columbia River Gorge region, and on projects similar to the Project. Consultant shall be responsible to College for all Services provided whether provided by Consultant or by subconsultants it engages.
  1. All persons or entities providing Services under this Agreement shall be licensed, as may be required by Oregon law.
  2. Consultant shall rely on its professional judgment as to the accuracy and completeness of College-provided services and information. Consultant shall provide prompt written notice to College if Consultant becomes aware of any material deficiencies, errors, omissions, or inconsistencies in College services or information'.
- c. Time is of the Essence. Time is of the essence in the performance of this Agreement. Consultant shall be responsible for delay in its performance to the extent those delays are caused by circumstances within Consultant's reasonable control and the delay has not been approved in writing by the College.
- d. Additional Services. Consultant shall perform only the Services authorized by this Agreement. Additional Services will be compensated only as authorized in writing by College. College will not pay for Additional Services made necessary by Consultant or any subconsultant mistakes.
- e. Approvals; Permits. Consultant represents that it and its subconsultants have expertise and working knowledge of the applicable approval and permit application requirements of any governmental jurisdiction and shall be responsible to provide the Services in the form and at the time required to obtain such approvals or permits, if required under this Agreement.
- f. Independent Contractor. Consultant shall perform all Services as an independent contractor. Although College reserves the right to set the delivery schedule for the Services and to evaluate quality of completed Services, College cannot and will not control the means and manner of Consultant's performance. Consultant is responsible to determine the appropriate means and manner of performing the Services. Consultant, Consultant's employees, and any subconsultants are not "officers, employees, or agents" of the State of Oregon or College (as those terms are used in ORS 30.265) and shall have no authority to bind College for the payment of any cost or expense without College's express written approval.
- g. Other Service Providers. College reserves the right to enter into other agreements for work additional or related to the Project, and Consultant agrees to cooperate fully with these other contractors and with College personnel. When requested by College, Consultant shall coordinate its performance under this Agreement with such additional or related work. Consultant shall not interfere with the work performance of any other contractor or College employees.

#### **4. College's Duties.**

- a. Written Information. Unless otherwise provided for under this Agreement, College shall provide written information in a timely manner on requirements and limitations on the Project. This information shall include College's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems, and site requirements.
- b. College Representative. College shall identify a representative authorized to act on its behalf on all Project matters. The College Representative will have the sole authority to make decisions for the College under this Agreement.
- c. Other Consultants. College shall coordinate the services of its own consultants with Consultant's Services. Upon Consultant's request, College shall furnish copies of the scope of services in the contracts between College and College's consultants.
- d. Site Access. College shall provide Consultant access to the Project site before Services begin and shall cause College contractors to provide Consultant access to their work wherever it is in preparation or progress.

#### **5. Access to Records.**

- a. The Consultant agrees that the College and its authorized representatives shall have access to the books, documents, papers, and records of the Consultant which are directly pertinent to the specific Contract for the purpose of making audit, examination, excerpts, and transcripts.
- b. Consultant shall maintain all fiscal records directly relating to this Contract in accordance with generally accepted accounting principles. In addition, Consultant shall maintain any other records pertinent to this Contract in such a manner as to clearly document Consultant's performance. Consultant acknowledges and agrees that College's duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans, and writings of Consultant that are pertinent to this Contract to perform examinations and audits and make excerpts and transcripts. Consultant shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Contract, whichever date is later.

#### **6. Ownership of Work Product.**

- a. All work products created by the Consultant as part of Consultant's performance of this Contract, including background data, documentation, and staff work that is preliminary to final reports, shall be the exclusive property of College. College and Consultant agree that such original works of authorship are "work made for hire" of which College is the author within the meaning of the United States Copyright Act. To the extent that College is not the owner of the intellectual property rights in such Work Product, Consultant hereby irrevocably assigns to College any and all of its rights, title, and interest in all original Work Product created pursuant to this Contract, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon College's reasonable request, Consultant shall execute such further documents and instruments necessary to fully vest such rights in College. Consultant forever waives any and all rights relating to original Work Product created

pursuant to this Contract, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

- b. In the event that Consultant Intellectual Property is necessary for the use of any Work Product, Consultant hereby grants to College an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use Consultant Intellectual Property, including the right of College to authorize contractors, consultants and others to use Consultant Intellectual Property, for the purposes described in this Contract.
- c. If this Contract is terminated by either party or by default, College, in addition to any other rights provided by this Contract, may require Consultant to transfer and deliver such partially completed work products, reports, or other documentation that Consultant has specifically developed or specifically acquired for the performance of this Contract.

## 7. Term and Termination.

- a. Start and End Dates. This Agreement becomes effective on the date of the last authorized signature below. Unless earlier terminated as provided below, this Agreement shall continue through .
- b. Unilateral. College may terminate the Agreement in writing at any time for its convenience. If College terminates for convenience, Consultant may invoice College and College shall pay all undisputed invoice(s) for Services performed until College's notice of termination.
- c. Mutual. Either party may terminate this Agreement in the event of a material breach by the other. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party fails to cure the breach within 15 days of the date of the notice, the non-breaching party may terminate this Agreement at any time thereafter by giving a written notice of termination.
- d. Other. Except as indicated in this section, termination will have no effect upon any of the rights and obligations of the parties arising out of any transaction occurring before the effective date of such termination.

## 8. Payments.

- a. Exhibit A (Payment Schedule). College shall pay Consultant for Services performed under this Agreement according to the provisions of Exhibit A.
- b. Monthly Invoices. Consultant shall provide College with monthly invoices detailing Services rendered and reimbursable expenses incurred in the preceding month. Invoices shall include itemization of all approved Agreement amendments whether or not they are currently being billed. Consultant expressly waives any right to additional payment for any Services in the absence of College's written authorization or request.
- c. Payment Method. Upon work completion and acceptance, invoice approval, and according to this Agreement's Terms and Conditions, College shall pay Consultant for Services rendered and for reimbursable expenses authorized under this Agreement net 30 days. College shall make no deductions from Consultant's compensation on account of penalty, liquidated damages, or other sums withheld from payments to contractors or on account of the cost of construction changes other than those for which Consultant is liable.

- d. Reimbursables. Upon College's request, Consultant shall provide to College all records of reimbursable expenses, expenses pertaining to a change in Services, and any Services performed on the basis of hourly rates or expense, and shall be available to College or College's authorized representative at mutually convenient times. Consultant shall save these records for at least three years after final payment.
- e. Errors and Omissions; Fee Adjustments. College will not pay for any change order fee increases due to Consultant's errors or omissions. Regardless of the structure of Consultant's fee, the fee may be adjusted downward if, in accordance with this Agreement, College reduces the Services to be provided under this Agreement.
- f. Non-Appropriation; Adequate Funding. College is prohibited from contracting for Services for which it has not received appropriated funds. If payment for Services under this Agreement extends into College's next fiscal year, College's obligation to pay for such work shall be subject to approval of future Board of Directors appropriations to fund this Agreement. Moreover, continuation of this Agreement at specified levels is specifically conditioned on adequate funding under College's budget adopted in June of each year. College reserves the right to adjust the level of Services provided for in this Agreement in accordance with funding levels adopted by College's Board of Directors.

## **9. Indemnification.**

- a. Claims for Other Than Professional Liability. Consultant shall indemnify, defend, save, and hold harmless College, and its officers, directors, agents, representatives, and employees from, for, and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of whatsoever nature resulting from or arising out of the acts or omissions of Consultant or its subconsultants, subcontractors, agents, or employees under this Contract.
- b. Claims for Professional Liability. Consultant shall indemnify the College and its officers, directors, agents, representatives, and employees, from, for, and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of whatsoever nature arising out of the professionally negligent acts, errors, or omissions of Consultant or its sub-consultants, subcontractors, agents, or employees in the performance of professional services under this Contract.
- c. Exception. Nothing in Sections 9(a) or 9(b) requires Consultant or Consultant's surety or insurers to indemnify College, its officers, directors, agents, representatives, and employees against liability for damages for death or bodily injury to persons or damage to property caused in whole or in part by the negligence of College, its officers, agents, and employees. Nothing in the foregoing limits or otherwise affects any requirement in Sections 9(a) or 9(b) that requires Consultant to indemnify College, its officers, directors, agents, representatives, and employees against liability for damages for death or bodily injury to persons or damage to property arising from the fault of the Consultant or Consultant's agents, representatives, employees, or subconsultants.

## **10. Compliance with State of Oregon Public Contracting Code.**

- a. Nondiscrimination. As required by ORS 279A.110, Consultant shall not discriminate against a disadvantaged business enterprise, minority-owned, women-owned, or emerging small businesses certified under ORS 200.055 or a business enterprise that is owned or controlled by or employs a service-disabled veteran.
- b. Tax Compliance Warranty. As required by ORS 279B.045, Contractor represents and warrants that Contractor 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. Contractor covenants that contractor will continue to comply with the tax laws of this state or a political subdivision of this state during the term of this contract. Failure by the Contractor to comply with the applicable tax laws of this state or a political subdivision of this state before the execution of this Contract or during the term of this Contract is a default for which the College may terminate this Contract and seek damages and other relief available under the terms of this Contract or under applicable law.

- c. Payment of Labor. As required by ORS 279B.220 and 279C.505, Consultant shall:
1. Make payment promptly, as due, to all persons supplying labor or material to Consultant for the performance of the Services provided for in this Contract;
  2. Pay all contributions or amounts due the Industrial Accident Fund from Consultant or sub-consultant incurred in the performance of this Contract;
  3. Not permit any lien or claim to be filed or prosecuted against Metro on account of any labor or material furnished; and
  4. Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.
- d. Payment for Medical Care and Workers' Compensation. As required by 279B.230 and 279C.530:
1. Consultant shall promptly, as due, make payment to any person, copartnership, association, or corporation furnishing medical, surgical, and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of Consultant, of all sums that Consultant agrees to pay for the services and all moneys and sums that Consultant collected or deducted from the wages of employees under any law, contract, or agreement for the purpose of providing or paying for the services.
  2. All subject employers working under this Contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
- e. Hours of Labor, Pay Equity, Salary Discussions. As required by ORS 279B.020(5), 279B.235(3), and 279C.540(6), for Consultant's employees subject to Oregon employment laws:
1. **Maximum Hours.** Employees shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week and for work performed on Saturdays, Sundays, New Year's Day (January 1), Memorial Day (last Monday in May), Independence Day (July 4), Thanksgiving Day (fourth Thursday in November), and Christmas Day (December 25).
  2. **Exemption.** These requirements do not apply to individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.
  3. **Notice to Employees.** Consultant shall give notice in writing to its employees who perform work under this Contract, either at the time of hire or before commencement of work on this Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.
  4. Consultant shall comply with ORS 652.220 (Prohibition of discriminatory wage rates based on sex; employer not to discriminate against employee who is a complainant). Compliance is a material element of the Contract. Failure to comply is a breach that entitles the College to terminate the contract for cause.



5. Consultant may not prohibit any of Consultant's employees from discussing the employee's rate of wage, salary, benefits or other compensation with another employee or another person, and may not retaliate against an employee who does so.
- f. Limitation on Claims. For Consultant's employees subject to Oregon employment laws and as required by ORS 279C.545, any worker employed by Consultant shall be foreclosed from the right to collect for any overtime provided in ORS 279C.540 unless a claim for payment is filed with Consultant within 90 days from the completion of this Contract, providing Consultant has:
  1. Caused a circular clearly printed in boldfaced 12-point type and containing a copy of this Section to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place that is readily available and freely visible to workers employed on the work; and
  2. Maintained such circular continuously posted from the inception to the completion of this Contract on which workers are or have been employed.

## 11. Other Provisions.

- a. Services Performed on College Property. Consultant's personnel performing Services on College property shall carry photo identification and shall present such to anyone on request. If such identification cannot be produced by Consultant, or it is not acceptable to College, College may provide at its sole discretion such identification tags to Consultant. Consultant shall bear the entire cost of producing and assigning such identification. Consultants that do not have specific uniforms for employees shall provide identification tags as described above, and/or any other mechanism College in its sole discretion determines is required to easily identify Consultants.
- b. No Smoking or Drugs. All College properties are tobacco-free zones; Consultant is prohibited from using any tobacco product on College property at occupied facilities. All College properties are drug-free zones.
- c. No Weapons or Firearms. Except as provided by Oregon statutes and College policy, all College properties are weapons- and firearms-free zones; Consultant is prohibited from possessing on its persons or in its vehicles any weapons or firearms while on College's property.
- d. No Unsupervised Contact with Students. Unsupervised contact with students means contact with students that provide the person opportunity and probability for personal communication or touch when not under direct supervision. Consultant will ensure that Consultant, subconsultants, any subcontractors, and their officers, agents, and employees will have no direct unsupervised contact with students while on College property. Consultant will work with the College to ensure compliance with this requirement. If Consultant is unable to ensure through a security plan that none of its officers, agents, or employees will have direct, unsupervised, contact with students in a particular circumstance or circumstances, Consultant shall so notify the College prior to beginning any work that could result in such contact. Consultant authorizes College to conduct a criminal background check, including fingerprinting, of any officer, agent, or employee of Consultant that will have unsupervised contact with students. Consultant also agrees to cause Consultant's employees and/or Subcontractors, if any, to authorize College to conduct such background checks. Consultant shall pay all fees assessed by Oregon Department of Education for processing the background check. College may deduct the cost of such fees from a progress or final payment to the Consultant under this contract, unless the Consultant elects to pay such fees directly

- e. Confidentiality. As required by the Family Educational Rights and Privacy Act, 20 USC 1232(g) ("FERPA") and ORS 326.565, Consultant shall not disclose any information or records regarding students or their families that Consultant may learn or obtain in the course and scope of its performance of this Agreement. The parties recognize that FERPA imposes strict penalties for improper disclosure or redisclosure of confidential student information, including but not limited to denial of access to personally identifiable information from education records, for at least five years (34 CFR 99.33(e)). Therefore, consistent with FERPA's requirements, personally identifiable information obtained by Consultant in the performance of this Agreement may not be redisclosed to third parties without the written consent of the student's parent/guardian and must be used only for the purposes identified in this Agreement.
- f. Security. Any disclosure or removal of any College matter or property by Consultant will be cause for immediate termination of this Agreement. Consultant shall bear sole responsibility for any liability, including but not limited to attorney fees, resulting from any action or suit brought against College as a result of Consultant's willful or negligent release of information, documents, or property contained in or on College property. College hereby deems all information, documents, and property contained in or on College property privileged and confidential.
- g. Employee Removal. At College's request, Consultant shall immediately remove any employee from all College properties in cases where College determines in its sole discretion that removal of that employee is in College's best interests.
- h. Payment for Workers' Compensation. As required by 279C.530, all subject employers working under this Agreement are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
- i. Controlling Law; Venue. Any dispute under this Agreement or related to this Agreement will be governed by Oregon law, and any litigation arising out of the Agreement will be conducted in courts located in Washington County, Oregon.
- j. Claims/Mediation. Any claim or dispute arising under this Agreement will be delivered in writing to the other party within a reasonable time after the claim, dispute, or other matters in question have arisen. Consultant and College will meet within ten days of the date of delivery of the claim to attempt to resolve the claim. Consultant and College agree that both parties shall try to resolve the dispute amicably and at a Project level. If the dispute is not settled, both parties shall consider mediation as a next alternative for dispute resolution prior to the commencement of litigation or arbitration. Such mediation will occur in the Dalles, Oregon, and the mediator's fees and expenses will be shared equally by the parties who agree to exercise their best efforts in good faith to resolve all disputes in the mediation.
- k. Waiver; Severability. Waiver of any default or breach under this Agreement by College will be effective only in the specific instance and for the specific purpose given. Any such waiver does not constitute a waiver of any subsequent default or a modification of any other provisions of this Agreement. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held invalid.
- l. Amendments. Any amendments, consents to, or waivers of the terms of this Agreement shall be in writing and signed by the authorized representatives of both parties.

- m. Media/Publications. Consultant shall issue no news release, press release, or other statement to members of the news media or any other publication regarding this Agreement or the Project within one year of Project completion without College's prior written authorization. Consultant shall not post or publish any textual or visual representations of the Project without approval of College.
- n. Nondiscrimination. Consultant shall comply with all applicable requirements of federal and state civil rights law and rehabilitation statutes and shall not discriminate based on race, color, gender, age, religion, national origin, U.S. military veteran status, marital status, sexual orientation, disability, source of income, or political affiliation in programs, activities, services, benefits, or employment in connection with this Agreement.
- o. Successors in Interest. This Agreement will bind and inure to the benefit of, the parties, their successors, and approved assigns, if any. Except as previously disclosed and approved, Consultant shall not enter into any subconsultant agreements for any of the Services or assign or transfer any of its interest in this Agreement without College's prior written consent.
- p. No Third-Party Beneficiaries. College and Consultant are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement provides any benefit or right, directly or indirectly, to third persons unless they are individually identified by name in this Agreement and expressly described as intended beneficiaries of this Agreement.
- q. Entire Agreement. When signed by the authorized representatives of both parties, this Agreement (and the attached exhibits) is their final and entire agreement. As their final and entire expression, this Agreement supersedes all prior and contemporaneous oral or written communications between the parties, their agents, and representatives. There are no representations, promises, terms, conditions, or obligations other than those contained herein.
- r. Notices and Communications. Notices and communications between the parties to this Agreement must be sent to the following addresses:

**College**

[Name, title, and address]

**Consultant**

[Name, title and address]

The party giving notice will provide notice in writing, dated and signed by a duly authorized representative of that party. Notice is not effective for any purpose whatsoever unless served in one of the following manners:

1. If notice is given by personal delivery, it is deemed delivered on the day of delivery.
2. If notice is given by overnight delivery service, it is deemed delivered one day after the date deposited, as indicated by the delivery service.
3. If notice is given by United States mail, it is deemed delivered three days after the date deposited, as indicated by the postmarked date.
4. If notice is given by registered or certified mail with postage prepaid, return receipt requested, it is deemed delivered on the day the notice is signed for.

**I HAVE READ THIS AGREEMENT, INCLUDING ALL EXHIBITS. I CERTIFY THAT I HAVE THE AUTHORITY TO SIGN AND ENTER INTO THIS AGREEMENT, AND TO BE BOUND BY ITS TERMS ON BEHALF OF THE PARTY I REPRESENT.**

**CONSULTANT**

Consultant Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Consultant Printed Name and Title

\_\_\_\_\_  
Date of Signature

**COLLEGE**

Columbia Gorge Community College

\_\_\_\_\_  
Signature

\_\_\_\_\_  
College Official Printed Name & Title

\_\_\_\_\_  
Date of Signature

**EXHIBIT A**  
**PAYMENT SCHEDULE**

**A. COMPENSATION**

Lump sum paid upon completion.

**B. PAYMENT METHOD**

1. Consultant shall submit to College's authorized representative all monthly invoices in a form approved by College.
2. Payment terms are net 30 days upon receipt of goods and department sign off. All invoices must reference the purchase order number and forwarded to the address indicated on the purchase order.
3. Invoices shall be detailed and include the following:
  - a. Itemization of all Project components and the percentages completed;
  - b. A breakdown of costs and receipts, invoices, and other documentation in support of the breakdown of costs;
  - c. Previously billed and currently invoiced;
  - d. Previously approved contract amendments, whether or not they are being invoiced; and
  - e. Separate itemization of any reimbursables that are billable but not a part of the base compensation under this Agreement.
4. Upon College request, Consultant shall provide to College documentation showing proof that payments were made to its vendors and subconsultant(s).
5. Upon receipt and approval of Consultant's properly submitted invoices, College agrees to make payments within 30 days of receipt.

**EXHIBIT B**  
**INSURANCE REQUIREMENTS**

**A. MINIMUM INSURANCE LIMITS.** Consultant shall procure, prior to commencement of the Services of this Agreement, and shall maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Services hereunder by Consultant, its agents, representatives, employees, and subconsultant(s). Consultant's liabilities, including but not limited to Consultant's indemnity obligations under this Agreement, will not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement, and Consultant's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement, as required or when requested, may be treated as a material breach of contract by College. Coverage shall be at least as broad as the following scopes and limits:

1. **Commercial General Liability.** \$1,000,000 per occurrence and \$1,000,000 aggregate for bodily injury, personal injury, and property damage.
2. **Commercial Automobile Liability.** \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation Liability.** Consultant shall require and ensure that each of its subconsultants or subcontractors comply with this requirement.
4. **Employers' Liability.** \$500,000 per occurrence.
5. **Professional Liability.** \$2,000,000 per claim and \$2,000,000 aggregate limits subject to no more than \$10,000 per claim deductible. Consultant shall maintain professional liability coverage through completion of construction and two years thereafter.

College reserves the right to modify the limits and coverages described herein, with appropriate credits or changes to be negotiated for such changes.

**B. DEDUCTIBLES AND SELF-INSURANCE RETENTION.** Consultant shall inform College in writing if any deductibles or self-insured retention exceeds \$10,000. At its sole discretion, College may (1) accept the higher deductible, (2) require Consultant to insure such deductibles or self-insured retention as respects College, its officers, officials, employees, and volunteers, or (3) require Consultant to provide a surety bond guaranteeing Consultant's payment of deductible or self-insured losses and related investigations, claim administration, and defense expenses.

**C. OTHER INSURANCE PROVISION.** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. College, College's Program Manager, or both, their representatives, consultants, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as Additional Insureds with respect to liability arising out of activities performed by or on behalf of Consultant; Instruments of Service and completed operations of Consultant; premises owned, occupied, or used by Consultant; or automobiles owned, leased, hired, or borrowed by Consultant. The coverage will contain no special limitations on the scope of protection afforded to the Additional Insureds.
2. For any claims related to the Project, Consultant's insurance coverage shall be the primary insurance with respect to the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of Consultant's insurance and not contributory.
3. Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, will not affect coverage provided to the Additional Insureds.
4. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage will not be suspended, voided, or canceled by either party, or reduced in coverage or in limits, except after 30 days' prior written notice by certified mail, return receipt requested, has been given to College.

**D. ACCEPTABILITY OF INSURERS.** Insurance shall be placed with insurers admitted in Oregon with a current A.M. Best's rating and FSC no lower than A-VII. Consultant shall inform College in writing if any of its insurers have a rating and FSC lower than A-VII. At its sole discretion, College may (1) accept the lower rating or (2) require Consultant to procure insurance from another insurer.

**E. VERIFICATION OF COVERAGE.** Consultant shall furnish College with:

1. Certificates of insurance showing maintenance of the required insurance coverage; and
2. Original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements shall be received and approved by College before Services commence.

## EXHIBIT C

### SCOPE OF SERVICES

*[Note to proposers: Columbia Gorge Community College seeks a qualified applicant to update the college's facilities master plan, taking into account programmatic and facility needs identified, at a preliminary level, by college staff and faculty (5.1.1, 5.1.2, 5.1.3). Beginning with this information, the consultant will lead a process to identify other facility needs through a series of focus group meetings. The consultant will assess existing facility capacity to identify which, if any, of these needs can be met within a five-year time horizon through renovation of existing facilities. The consultant will provide estimated capital cost, adjusted for anticipated price escalation, for each of these renovations. The consultant will also identify measures needed to support the college's growth over a ten-year time horizon, separate from renovations. The updated master plan will take into consideration appropriate College design considerations, branding, sustainability, historical significance, siting and development of new facilities and renovation of existing facilities, and conservation of natural space and wildlife. The planning process will involve a Master Plan Steering Committee, the College's Board of Education, and focus groups comprising faculty, staff, students and community members. Outcomes should encompass the following elements. The College and selected consultant will collectively determine final schedule for deliverables, including due dates.]*

#### **5.1.1 Facility and equipment inventory**

Update inventory of existing spaces on The Dalles and Hood River campuses:

- Confirm capacity to build out The Dalles Campus as allowed by 2005 CUP (138,562 SF less total of subsequent capital construction 2005-21 – Ref. CUP application Nov. 28, 2005) and identify maximum remaining capacity within 2005 CUP.
- Establish current assignable space – Classrooms, labs, faculty offices, IT, facility, storage
- Determine unmet space requirements for classrooms, labs, faculty offices, IT, facility, storage.
- Assess existing classroom and lab technology, distinguishing CTE from General Education requirements.
- Identify requirements for new classroom technology
  - Identify opportunities to support multiple instructional modalities, including flexible instructional delivery
- Identify requirements for additional CTE training equipment
- Recommendations for sequencing acquisition of new technology
- Assess current parking capacity for both campuses and recommend expansion options or alternatives including public transit.
- Evaluate and recommend improvements for:
  - Signage
  - Lighting
    - Exterior
    - Interior
  - Life Safety
    - Emergency Lighting
    - Door Locks
    - Intercom/Alarm System
  - Equipment Replacement



- Classrooms
- Instructional
- Operational
- Technology
- Deferred Maintenance
  - Program Improvement
  - Asset Preservation
  - Safety/Code/Seismic
  - Reliability

### **5.1.2 Facility renovation: Five-year time horizon**

Evaluate facility renovation needs and present recommendations

- Identify faculty office space – Hood River - Indian Creek Campus
- Identify location for child care center on The Dalles Campus, including infrastructure requirements
  - Assess accessibility improvements for Buildings 2, 3 on The Dalles Campus
  - Identify additional lab capacity requirements
  - Determine measures needed to transform unfinished basement in Building 3 into health sciences lab (dental assisting, dental hygiene).
  - Building 4 renovation – Requirements to meet current building codes ???
  - Building 11 renovation for fire sciences training and MCF&R fire district equipment bay
  - Building 12 – Digital Media Room renovation.
  - Student resource center – Location and design
  - Commercial kitchen – Coordinate with SBDC fermentation study
  - Determine whether HR-ICC classroom building is physically capable of supporting another floor, and whether this would be allowed under zoning height restrictions in City of Hood River.
  - Identify and project need for EV charging stations, both campuses
  - Identify prospective athletic field locations

### **5.1.3 Strategic expansion: Ten-year time horizon**

Evaluate 10-year facility and campus expansion opportunities

- Review 2012 The Dalles Campus master plan
  - Assess upslope build-out capacity to National Scenic Area boundary and infrastructure requirements.
  - Revise The Dalles Campus Master Development Plan to identify any new facilities identified in this report.
- Review and update Hood River – Indian Creek Campus master development plan, coordinating with current and anticipated work taking place between CGCC, City of Hood River, Hood River Valley Parks District and Mid-Columbia Housing Authority.
  - Assess feasibility of constructing classroom building on HR-ICC parking lot
  - Assess potential of 13<sup>th</sup> Street storefront presence for Hood River campus
    - Ensure alignment and coordination with planning goals of the City of Hood River including Heights urban renewal district

5.1.4 Coordinate with the Facilities Master Plan Steering Committee at key steps of the master planning process. The College anticipates a minimum of three meetings with the Master Plan Committee and a presentation of the final master plan to the College's Board. Deliverable: Final presentation to College Board.

5.1.5. Conduct a minimum of three focus groups or charrettes with College representatives and three focus groups or charettes with community partners (one in The Dalles, two in Hood River) to derive input for master plan concepts and elements. Deliverable: Draft and final technical memorandum summarizing input from College representatives and community partners.

5.1.6. Develop draft and final conceptual drawings and schematics for the proposed master plan. These drawings and schematics shall include conceptual facility footprints and circulation, vehicular circulation and parking, way finding and signage, open and green spaces, and topography, along with notation of relevant infrastructure, regulatory, environmental and community concerns. Lead discussion on the pros and cons of the various alternatives. Deliverable: Final conceptual drawings and schematics with technical memorandum summarizing discussion of the various alternatives.

5.1.7. Prepare draft and final master plan report, coordinating documentation and response for all comments received. Deliverable: Draft and final master plan reports with technical memorandum summarizing all comments received.