



**Architectural and Engineering Services
BUILDING E RENOVATION / ALLIED HEALTH**

Redwood Campus, Grants Pass Oregon

**REQUEST FOR QUALIFICATIONS (RFQ)
NO. P17926-2023-03-16**

RFQ CLOSING (DUE) DATE: March 16, 2023, 2:00 PM, Local Time

NO LATE RESPONSES WILL BE ACCEPTED

SUBMIT TO:

Rogue Community College
Attn: Jodie L Fulton, CPPO, CPPB
Contract and Procurement Director
3345 Redwood Highway, JO Bldg., Rm 12
Grants Pass, Oregon 97527

Mandatory Pre-Proposal Meeting

Interested parties are required to participate in a pre-proposal meeting on Thursday March 2, 2023, beginning at 11:00 am at the Redwood Campus of Rogue Community College E Bldg., Room 6, 3345 Redwood Hwy, Grants Pass Oregon 97527. Please call (541) 956-7171 to confirm your attendance and receive location directions.

PROFESSIONAL, TECHNICAL AND EXPERT SERVICES

Rogue Community College District

REQUEST FOR QUALIFICATIONS

For

**Architectural and Engineering (A/E) Services for the design
of BUILDING E RENOVATIONS / ALLIED HEALTH**

PROPOSALS DUE: March 16, 2023 by 2:00 p.m.

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

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

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

Questions should be submitted in writing to bidquestions@roquecc.edu and will be answered by written addenda.

GENERAL INSTRUCTIONS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PART I

CONTRACT REQUIREMENTS

SECTION A

GENERAL INFORMATION

1. INTRODUCTION

In 2016 Jackson and Josephine county voters passed a capital improvement bond to fund Rogue Community College (RCC) building renovations and new construction for workforce training programs offered by RCC throughout Southern Oregon. Additional funding sources may also include Community Project Funding/Congressionally Directed Spending (CPF/CDS) projects funding from the U.S. Department of Health and Human Services (HHS), Health Resources and Services Administration (HRSA) for Allied Health program instruction.

RCC plans to enter into a contract with an architectural firm for a design to renovate an existing building at the Redwood Campus in Grants Pass, Josephine County, for Allied Health program instruction, and is referred to in this RFQ as the RWC-E Building Renovation. The project will provide a purpose-built, but flexible facility for RCC's growing Allied Health training programs. The design will maximize communication and interaction between Allied Health programs, to maximize storage and lab space, to minimize distractions and room conflict from more active functions of the program, and to effectively welcome the public to the facility. Electronic communications and facility security are also important aspects of the programming work for the design.

In addition to assessing program space needs, a traffic impact and parking analysis will be required to determine public road improvements resulting from the project and whether or not the use of the existing facility will require new parking spaces on campus. The project must meet ADA requirements, meet the requirements of a diverse workforce and student population, and be designed as a "green", energy efficient structure. The College desires a mechanical system and envelope design that shadows LEED Silver or greater and encourages the utilization of local resources in achieving that designation. Additionally, the College seeks a design that maintains a campus setting that is efficient for student and staff circulation between each campus building. The College also wishes to maximize the design's flexibility to be able to best accommodate future modification or expansion.

The Rogue Community College Allied Health Program is an established and popular set of offerings provided at the College's Table Rock Campus near Medford, Jackson County, Oregon. The program grew to its current size over the past six years as part of the Health Profession Opportunity Grant-funded Southern Oregon HOPE program. Programs include training necessary to obtain careers in the medical assistant, nursing assistant, phlebotomy, pharmacy technician, medical office, and dental assistant fields; the average annual cohort size is approximately 30 students per program. With most programs being centralized in Jackson County, it requires all students who live in Josephine County to commute for educational training, which creates barriers to attendance for many rural students, especially those living in the Illinois Valley (a one-way commute from O'Brien, Josephine County, to the Table Rock Campus can take 90 minutes or more, for example). Opportunities for employment in health care in Josephine County are high and expanding program offerings to Josephine County and its unique labor market needs will help get students into these high demand careers. Local industry partners and high schools are looking to partner with RCC to train the workforce of tomorrow today. Allied Health is dedicated to helping reach rural, high poverty locations to provide short-term, affordable health care training opportunities that are in high demand. Employers need trained and certified employees who would also like to grow within health care businesses to start a strong pipeline that helps reduce generational poverty over time. Most of Rogue Community College's Healthcare Training programs in Allied Health and Nursing currently occupy approximately 23,000 square feet of total assignable space at the Table Rock

Campus, with one training operated in temporary space at the Redwood Campus.

3. SCOPE OF WORK

Rogue Community College District is seeking proposals from individuals, firms, teams or consultants, hereafter called "Proposer(s)", with demonstrated experience in projects of this type, size and complexity to provide Architectural and Engineering services for the renovation of an existing 9,700 sft building on the Redwood Campus for the Allied Health Occupation Program. The successful Proposer chosen by the evaluation committee shall provide pre-design, schematic design, design development, construction documentation and construction administration services in coordination with a **CMGC to:

**(The College intendeds to use a CMGC procurement for this project. Should funding prohibit the use of a CMGC model and require an Invitation to Bid (ITB) all references to CMGC in this solicitation will transfer to the College's Owner Representative/Project Manager)

1. Prepare design construction plans and specifications for the renovation of an existing Redwood Campus building for the College's Allied Health Occupation program and that is aligned with the funding available for this project.
2. Provide a traffic impact analysis per city requirements and campus parking analysis to determine student and staff vehicle parking requirements resulting from adding Allied Health program activity to the Redwood Campus.
3. Provide site lighting improvements for security and safe use pathways while minimizing visibility of light sources. Provide lighting, which is dark-sky friendly.
4. The design should shadow "LEED Silver" level or greater of the Leadership in Energy and Environmental Design (LEED) rating system. Certification by the Green Building Certification Institute (GBCI) is not required for this project.
5. Coordinate with the College's Project Manager/Owner's Representative and the Allied Health Occupation Project Team to prepare project proposals designed to meet permit requirements and the College's desire for substantial public information and public involvement.
6. Complete a boundary and topographic survey of the site sufficient to meet all permit, land use, design and construction requirements.
7. Complete a geotechnical analysis of the site sufficient to meet permit, design and construction needs. Ensure the building will meet the seismic requirements for an educational facility. This work could only be necessary if expanding the existing facility or if structural/seismic improvements are required.
8. Complete Civil Engineering plans for on-site and off-site private and public utilities consistent with permit, programmatic and land use requirements. Coordinate those plans with the architect contracted Traffic Engineer, Mechanical Engineer, Structural Engineer, Geotechnical Engineer, Land use planning firm, and other members of the A/E team.
9. Attend public hearings and make presentations as needed, including presentations to the Allied Health Occupations Project Team, County Planning Commission and College Board of Education.
10. Prepare materials for an appeal, if one is required.
11. Assist in development of all planning and implementation steps to comply with environmental regulations. Complete the City and County application and submittal as necessary to meet all land use requirements.
12. Provide and incorporate all permit conditions, AHJ decisions and requirements into contract documents.

The successful Proposer will promote a multi-disciplinary, integrated approach to design and construction that uses material, energy and water resources efficiently, minimizes

site impacts, maximizes on-site storm water management, addresses the health issues relating to construction and indoor environments, and supports the use of “environmentally preferable” and local products while meeting the College’s fiscal and programmatic responsibilities.

Following an agreement to the fee negotiation period between the College and highest-ranking Proposer, the Proposer will be expected to enter into a not-to-exceed personal services contract. A sample contract is attached to this RFQ as Exhibit B.

4. PROJECT FUNDING

The College has determined an anticipated cost for the requested services. After selection of the most qualified firm based upon the RFQ’s Evaluation Criteria, the fee negotiation phase of the procurement will begin and shall include the Proposer’s true estimated cost to perform the work irrespective of the College’s budgeted funds for this work. The estimated total construction budget for this project is between 3.1M to 3.6M. In addition to the new building, this figure includes site preparations, infrastructure, parking, landscaping, irrigation, and other necessary site improvements. The estimated budget must include the entire GMP, including preconstruction services, estimated cost of the work and CMGC fee. The estimated construction budget does not include A&E fees, furniture and equipment, owner contingency, SDCs, permitting, and other “soft costs” associated with the project.

The total project funding allocated for this project is approximately \$5.1M. The project will be designed and constructed through bond funding and a state grant. As a result of a strict budget, the pre-construction design phase will need to value engineer as necessary to create a design with the funding available for construction. A Personal Services Contract with a not-to-exceed amount will be negotiated with the successful Proposer.

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

5. TIMELINE FOR SELECTION

RFQ Published	February 17, 2023
Deadline for Questions - 5:00 P.M.	March 9, 2023
Proposal Due - 2:00 P.M..	March 16, 2023
Selection Committee Review Complete (tentative)	March 24, 2024
Interviews (tentative)	March 30, 2023
Notice of Intent to Negotiate (tentative)	March 31, 2023
Deadline for Protests of Award - 12:00 P.M.	April 7, 2023
Board of Education Approval	April 18, 2023

The College reserves the right to adjust the above noted schedule.

Anticipated Project Schedule

TBD	End of Schematic and Design Development Phase
January, 2024	End of Construction Documents Phase
February, 2024	Establish a GMP for Construction
March 25, 2024	Start Construction
February, 2025	Project Substantial Completion
March, 2025	Project Final Completion\Closure

SECTION B

WORK REQUIREMENTS

1. TECHNICAL OR REQUIRED SERVICES

The successful Proposer (A/E team) shall perform the tasks listed below for this project, and shall be expected to work closely with designated College personnel to accomplish these goals:

A. Green Design Requirements:

1. The A/E team will conduct an “Eco-Charrette” (if applicable to the project) attended by the design team, College staff and some citizens with the purpose of identifying project goals and options to meet the project’s green design and construction requirements.
2. Throughout the design and construction of the project the successful A/E team shall work with project contractors to provide the Project Manager with periodic updates of the constructability costs and related documentation to achieve a higher than minimum energy code building.

B. Pre-Design: Program Development and Documentation Review

1. A/E Team to facilitate Allied Health Occupation programming workshops. The number of program workshops should be at least two but generally not more than three. Notify the Project Manager of RCC information that is needed for A/E Team review prior to workshops.
2. Review the completed preliminary programming with the College Allied Health Occupation (AHO) team and make recommendations necessary for improvement. The tasks associated with the review/revision process may include identifying and recommending improvements to currently listed or College proposed space usage; and preparing a revised program. Space planning and general furniture planning for College procurement will be a component of required work.
3. Prepare a more detailed project schedule from the preliminary project schedule required for this RFQ that identifies the necessary major tasks and/or benchmarks during the design process. Schedule should include workshops with College AHO program for review and confirmation at key milestones from SD through DD. Include the City’s design review process required for a building permit. Estimate the time required to accomplish each major task, including those associated with design review. The project schedule shall be updated throughout the design process. The schedule deliverable to the College is prior to entering SD.
4. Prepare a companion document that identifies potential risk issues that could negatively impact the project budget or schedule. The successful Proposer shall help develop strategies to mitigate these risk impacts. The risk assessment document shall be updated throughout the design and construction process.
5. Participate in a project kick-off meeting with the Project Team to formulate a design statement or charter in which major project goals and the means of implementation are identified. The Project Team is at a minimum the A/E design team, the College’s Project Manager and the RWC-E Building Renovation Project Team. Other College staff may also be included as members of the Project Team, as necessary.

C. Schematic Design Phase (SD)

1. Building on the information generated from the programming workshop(s), develop

adjacency diagrams, bubble diagrams, and block diagrams as necessary to fully understand the relationships between the various functions and operational spaces of the RWC-E Building Renovation, and of any other components of the project and their surrounds. These diagrams should illustrate how the programmatic and operational requirements of the project will be met.

2. Develop at least two distinct, well thought out, and complete preliminary Schematic Designs that satisfy the program requirements for the project. The successful Proposer will present both alternatives to the full Project Team, which includes CMGC, with complete explanations for how each was derived. It is expected that both alternatives will be good solutions to the design problem. Include discussions of cost in relation to budget adherence in the presentation of each design. Show or otherwise describe preliminary selections of major building systems and construction materials.
3. From the responses to the preliminary Schematic Designs, prepare a semifinal Schematic Design for the project and review it with the Project Team.
4. Provide information as necessary to the CMGC so the contractor can provide a preliminary cost estimate with a value engineering (VE) proposal, simple life cycle analysis (LCA) and cost information that addresses durability and maintenance of major materials for review by the Project Team at the same time as the final Schematic Design.
5. Provide design and project management services as required to assist and support the effort to obtain a building permit. The College will pay charges for the Planning Department, all applicable land use permits, and the Building Department plan check and building permit. Participate in any public meetings as required.
6. The successful Proposer may suggest additional appropriate green design strategies for consideration by the Project Team and shall report on implementation of green strategies at design meetings.

D. Design Development Phase (DD)

1. Upon written approval of the Schematic Design by the Project Manager, proceed with Design Development documents.
2. Conduct a Value Engineering Charrette as necessary to insure the project will meet budget requirements and assist the CMGC in the development of a construction phase GMP. Coordinate with the College's CMGC to provide input into project staging, building systems, materials, methods of construction, constructability, schedule, construction access and other elements that will affect project cost, quality and schedule.
3. Provide all documentation necessary to describe the scope, existing systems and new system relationships, appearance of the project, and all landscape, architectural, structural, mechanical and electrical systems by means of plans, sections, elevations, typical construction details, and equipment layouts.
4. In cooperation with the CMGC, develop specifications that identify major materials and systems, and establish, in general, their quality levels.
5. Prepare a semi-final set of DD documents and review with the Project Manager and Project Team.
6. Integrate information from the Project Manager and Project Team review into final DD documents and present to the Project Team.
7. Collaborate with Project team and CMGC to develop costs. On-going constructability and VE reviews shall occur during this phase as necessary to

assure budget compliance.

8. Obtain approval from the Project Manager before proceeding with Construction Documents.

E. Construction Documents Phase (CD)

1. Provide Construction Documents, drawings and specifications, based upon the DD documents approved by the College, including all requirements that may be required as part of the land use approval.
2. These documents shall describe in adequate detail all aspects of the construction of the project. CD's should be clear and complete in order to keep change orders to a minimum.
3. CD's shall be submitted for review to Project Manager at 50% and 95% completion. At the time of submittals, the successful Proposer shall submit a list of issues needing resolution and what information is needed. Successful Proposer shall submit a minimum of 4 drawing sets and specifications for review.
4. Collaborate with CMGC to provide a 95% cost estimate for review by the Project Manager at the same time as the 95% Construction Document submittal.

F. Bid Phase for GMP (B)

1. The successful Proposer shall submit the final and complete CD's to the Project Manager and shall be responsible for printing the number of sets determined by the Design Team to be necessary. Printing costs to be paid by the College as a reimbursable expense to the Proposer.
2. The CMGC will competitively bid and cost out the construction phase for a GMP. The successful Proposer shall attend the pre-bid and pre-construction meetings. Successful Proposer shall collaborate with CMGC on responses to any substitution requests and may be asked to respond to questions and to provide additional support during the bid phase.

G. Construction Administration Phase (CA)

1. The successful Proposer shall perform timely site visits and observe construction to the degree necessary and as required to ensure conformance with the CDs.
2. The successful Proposer shall attend weekly construction meetings and perform on-going A/E tasks (requests for information, review change order requests, assist in approving CMGC payment applications using standard forms as required by AIA, prepare field reports, etc.) during construction as required to implement the project.
3. Work with the CMGC to provide the College a Traffic Control Plan that will protect the public from the potential impacts of construction access and schedule conflicts.
4. The successful Proposer shall prepare meeting notes for electronic distribution no later than 48 hours after the meeting. Meeting notes shall contain, at a minimum, adequate detail to document construction progress, action items, decisions, and risk issues that could negatively impact schedule or budget.
5. Provide a full record drawing set ("as-built") with latest AutoCAD release or compatible version, on compact disks (CD's) and also provide copies of public utilities. Co-ordination with the CMGC will likely be required; however, the successful Proposer will not be held liable for the accuracy of the information received from the CMGC and Subcontractors regarding the site and building

improvements, but shall to the best of their ability ensure that information is correct and true. These drawings will become the property of the College at the end of the project. Successful Proposer shall be released from responsibility for future work done using these drawings not directly involving the successful Proposer. Drawing files shall conform to County standards and file naming conventions. Drawings illustrating as-built utilities shall be certified by a registered civil engineer and require acceptance by the County Building Department/Engineer.

6. At the end of the CA phase, provide the College with all back-up documentation showing compliance to stated goals.
7. Provide an "Owner's Manual" at project completion containing all building element sources, subcontractor and manufacturer contact information, manufacturer owner's manuals, warranty information and other relevant data.

2. WORK PERFORMED BY THE COLLEGE

The College has assigned a project manager to oversee the successful Proposer's work and provide support as needed.

The College Information Technology Services Department (IT) will provide to the successful Proposer requirements for connectivity and information sharing necessary for the project. The IT Manager will be available for coordination of the work as requested.

Other College personnel in the IT Department, Facilities Department, and the Allied Health Department will be available to review building system design, landscaping and irrigation, and utilities. These staff members will assist the Project Manager to represent the College as the project Owner.

3. DELIVERABLES AND SCHEDULE

Deliverables shall be considered those tangible resulting work products that are to be delivered to the College such as reports, draft documents, data, interim findings, drawings, schematics, training, meeting presentations, final drawings and reports.

Deliverables and schedule for this project shall include:

A. Specific deliverables are described in Part 1, Section B.1. They include:

1. Green Design Requirements:

- a. An "eco-charrette" meeting attended by the entire design team with the purpose of identifying project goals as they relate to green design and construction
- b. Meeting notes distributed to attendees
- c. Project team is periodically updated throughout the project on building sustainability and energy efficiency.

2. Pre-Design Phase: Program Development and Documentation Review:

- a. Allied Health Occupation Program development
- b. Detailed project schedule
- c. Prepare risk issues and mitigation document
- d. Project kick-off meeting. This meeting will be prior to the eco-charrette, conducted shortly after the Notice to Proceed.
- e. Meeting notes for the project kick-off meeting distributed to attendees

3. Schematic Design Phase:

- a. Two schematic design options based on the final Program developed by design firm.
- b. Provide information necessary for the CMGC to provide preliminary cost estimate at end of SD. Conduct VE Charrette if over budget.

4. Design Development Phase:

- a. Attend design, review and process meetings as previously described, and distribute meeting notes to attendees.
- b. In coordination with CMGC for a construction GMP, provide information necessary for the CMGC to cost estimate at end of DD with VE proposal if over budget. Conduct Value Engineering Charrette.
- c. Complete and file application for Land Use permit (only if applicable). Attend design, review and process meetings as previously described, and distribute meeting notes to attendees.

5. Construction Documents Phase:

- a. Submit review documents at 50% and 95% complete.
- b. Final cost estimate at 95% complete
- c. Submit applications for permits to all plan review authorities, respond to check sheet comments, and make changes to CD's as required.
- d. Update schedule

6. Bid Phase for GMP:

- a. Make final revisions to CD's and prepare the Bid Sets.
- b. Attend Pre-Bid meeting, take and distribute notes.
- c. Respond to substitution requests and bid document clarification requests.
- d. Generate draft addenda.

7. Contract Administration/Construction:

- a. Attend Pre-Bid meeting and all subsequent weekly construction meetings, take and distribute notes.
- b. Review and approve all project documents from the Contractor and issue additional project information and documentation.
- c. Respond to Requests for Information (RFI's) and Change Order requests.
- d. Provide a Traffic Control Plan.
- B. Successful Proposer shall provide Project Team design meeting minutes during the design phases, construction meeting minutes, and site visit reports during the CA phase.
- C. Full electronic record per County CAD standards and drawings for public utilities.
- D. Submit a Monthly Subconsultant Payment and Utilization Report.
- E. All deliverables and resulting work products from this contract will become the property of Rogue Community College District.

4. PERIOD OF PERFORMANCE

The College anticipates having the successful Proposer begin work immediately upon contract execution with submittal of final deliverables to the College occurring by 1/20/2024.

Proposals containing earlier completion of the deliverables are acceptable and encouraged.

5. CAMPUS SAFETY

The College may require limiting access to public work sites. The College may request and the successful Proposer shall assist the Contractor to implement steps to ensure the security of the College Facility. Employees of the Proposer, Subconsultants and the Contractor may be subject to background checks. The successful Proposer's employees and agents shall carry sufficient identification to show by whom they are employed and display it upon request to security personnel.

6. INSURANCE

The successful Proposer(s) shall agree to maintain continuous, uninterrupted coverage of all insurance as required by the College. Such insurance shall cover all activities of the Proposer arising directly or indirectly out of the Proposer's work, including the operations of its subconsultants of any tier. An insurance company deemed acceptable by the College must underwrite coverage provided by the Proposer. The College reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without a 30-day written notice provided to the College. Any failure to comply with this provision will not affect the insurance coverage provided to the College. Certificates of such insurance shall be provided to the College prior to commencement of the work. No contract shall become effective until the required insurance certificates have been received and approved by the College. A renewal certificate shall be sent to the College 10 days prior to coverage expiration. The procuring of such required insurance shall not be construed to limit the Proposer's liability hereunder. Notwithstanding such insurance, the Proposer shall be obligated for the total amount of any damage, injury, or loss caused by negligence or neglect of any consultant connected with the contract. The Sample Contract, attached as Exhibit B, contains the required limits and coverage for Commercial General Liability Insurance, Commercial Automobile Insurance, Workers' Compensation Insurance and Professional Liability Insurance.

The Commercial General Liability Insurance and Commercial Automobile Insurance policies and other policies the College deems necessary shall include the College as an additional insured.

SECTION

1. INDEX

ATTACHMENTS

Exhibit A Evaluation Criteria

Exhibit B Sample College Contract

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

Non-Collusion Affidavit

Resident Bidder Certification

PART II PROPOSAL PREPARATION AND SUBMITTAL

PRE-PROPOSAL MEETING/CLARIFICATION

A pre-proposal meeting and/or site visit is scheduled for this project on March 2, 2023.

This is a **mandatory** meeting; therefore, all Proposers are required to attend if they intend to submit a proposal. Proposals received from Proposers who do not attend this **mandatory** meeting will not be considered and will be returned to the Proposers unopened.

Questions and requests for clarification regarding this Request for Proposal must be directed to the email listed below. **The deadline for submitting such questions/clarifications is 5:00 p.m. March 9, 2023.** An addendum will be issued no later than seventy-two (72) hours prior to the proposal due date to all recorded holders of the RFQ if a substantive clarification is in order.

bidquestions@roquecc.edu

PROPOSAL SUBMISSION

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

Proposals must be clear, succinct, and shall not exceed twenty-five (25) pages (8 1/2" X 11") and use a font size for type no smaller than 12 pt. Section dividers, title page, and table of contents do not count in the overall page count of the proposal. Proposers who submit more than the pages indicated may not have the additional pages of the proposal read or considered. Upon selection for an Oral Interview, Proposers may bring larger format presentation boards or alternate forms of presentation but all materials submitted shall be reproducible to 8 1/2 X 11 formatting and shall become the property of the College.

For purposes of review and in the interest of College goals for sustainability, Proposers shall use submittal materials (i.e. paper, dividers, binders, brochures, etc.) that contain post-consumer recycled products and the College discourages but does not prohibit the use of materials that cannot be readily recycled such as PVC (vinyl) binders, spiral bindings, and plastic or glossy covers or dividers. Alternative bindings such as reusable/recyclable binding posts, reusable binder clips or binder rings, and recyclable cardboard/paperboard binders are examples of preferable submittal materials. Proposers are encouraged to print/copy on both sides of a single sheet of paper wherever applicable; if sheets are printed on both sides, it is considered to be two pages. Color is acceptable, but black and white printing or copying should not lose content. All submittals will be evaluated on the completeness and quality of the content. Only those Proposers providing complete information as required will be considered for evaluation. The ability to follow these instructions demonstrates attention to detail.

Proposers must provide all information as requested in this Request for Qualifications (RFQ). Responses must follow the format outlined in this RFQ. Additional materials in other formats or pages beyond the stated page limit(s) may not be considered. The College may reject as non-responsive, at its sole discretion, any proposal or any part thereof, which is incomplete, inadequate in its response, or departs in any substantive way from the required

format. Proposal responses shall be organized in the following manner and shall address each item listed in the Evaluation Criteria (Exhibit A):

1. Cover Letter
2. Background/ Experience Green Energy Design
3. Project Team (including Project Scope and team member responsibility)
4. Approach, Cost, Quality and Innovation
5. Communication, Public Involvement / Public Information strategies
6. Non-Collusion Affidavit and Resident Bidder Certification (Not included in max page count)

EVALUATION CRITERIA

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

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

- RFQ project title
- name(s) of the person(s) authorized to represent the Proposer in any negotiations
- name(s) of the person(s) authorized to sign any contract that may result
- contact person's name, mailing or street addresses, phone and fax numbers and email address

PART III

SECTION A

PROPOSAL EVALUATION

PROPOSAL REVIEW AND SELECTION

1. EVALUATION CRITERIA

Each proposal shall be evaluated on the evaluation criteria, as shown in the Evaluation Criteria attachment (Exhibit A).

2. PROPOSAL REVIEW

An evaluation review committee will be appointed to evaluate the proposals received. For the purpose of scoring proposals, each committee member will evaluate each proposal in accordance with the criteria and point factors listed above. The evaluation committee may seek outside expertise, including but not limited to input from technical advisors, to assist in the evaluation process.

The successful Proposer shall be selected by the following process:

- a. An evaluation committee will be appointed to evaluate submitted written proposals.
- b. The committee will score the written proposals based on the information submitted according to the evaluation criteria.
- c. The committee will require a minimum of five (5) working days to evaluate and score the written proposals.
- d. A short list of Proposers, based on the highest scores, will be selected for oral interviews.
- e. Final scores, based on the same evaluation criteria, will be determined following the oral interviews.

All communications shall be through the contact(s) referenced in the RFQ.

For contracts over \$100,000, the evaluation committee's recommendation for contract award will be submitted to the College's Board of Education for approval. The College has the right to reject any or all proposals for good cause, in the public interest.

3. CLARIFYING PROPOSAL DURING EVALUATION

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

SECTION B

CONTRACT AWARD

1. CONSULTANT SELECTION

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

2. CONTRACT

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

3. AWARD REVIEW AND PROTESTS

REVIEW:

Following the Notice of Intent to Award, the public may view proposal documents. However, any proprietary information so designated by the Proposer as a trade secret or confidential and meeting the requirements of ORS 192.501, 192.502 and/or ORS 646.461 et seq., will not be disclosed unless the County District Attorney determines that disclosure is required. At this time, Proposers not awarded the contract may seek additional clarification or debriefing, request time to review the selection procedures or discuss the scoring methods utilized by the evaluation committee.

PROTESTS OF CONTRACT AWARDS:

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

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

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

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

Exhibit A

ARCHITECT AND ENGINEERING EVALUATION CRITERIA

Proposals will be evaluated on the basis of the following areas:

Evaluation Criteria

Cover Letter

Background / Experience

Project Team

Approach, Cost Control, Quality & Innovation / Schedule

Communication, Public Involvement / Public Information

A. Background / Experience

1. All of the elements of design services including;
 - Architecture
 - Landscape Architecture
 - Civil Engineering
 - Structural Engineering
 - Mechanical Engineering
 - Electrical Engineering
 - Traffic Engineering
 - Planning (land use permitting)
 - Construction Manager/General Contractor (CMGC) Coordination and Integration

Provide a description of the proposing firm(s) which include(s) the type of work in which the firm specializes; the number of College Health Occupations facilities designed within the last 10 years; the number of Green Energy projects designed; also describe the design style(s) that is emblematic of the firm's work. List the names of all persons with an ownership interest in the company(s), the primary bank, insurer, accounting firm, and legal office used by the contracting firm and include names and contact information for each.

2. State whether the firm is or has been named as a plaintiff, or defendant, in any mediation, arbitration, litigation or other legal action with an owner, client or contractor, in the previous 10 years, regardless of the outcome. State whether, during the last 10 years, the firm has made a settlement, or been ordered to make a payment to a plaintiff or claimant, or has been found in violation of a regulatory statute which has resulted in a fine, disbarment or other action by regulatory agencies (information required to be kept confidential in any settlement agreement need not be disclosed in the proposal).

3. List and briefly describe a minimum of five relevant College facilities designed by the firm within the last 10 years, with respective client references and their phone number, fax number, and E-mail addresses. Provide general contractor references for the respective projects with construction project manager names, including phone number, fax number, and E-mail addresses for each reference. List key personnel for each of those projects and indicate whether they are on the current proposing team for this project. Firms with more recent experience will be given preference.

B. Project Team

1. Identify the project team, which includes all joint venture or partnering firms for this project. Include the **project manager** and **key personnel** that will be assigned to this project. Also include the **specialty consultants**, such as Healthcare Design consultant or a consulting firm specializing in College Health Professions for Allied Health Occupations training facilities, and **all other individuals** on the team that include but are not limited to the **engineering firm(s)** that will support the completion of this project. Provide resumes of each member of the project team describing their educational background, percentage time commitments for this project, work history, and area of responsibility. Provide a statement of the team member's particular expertise and experience on similar projects, and with an emphasis on similar College facilities and LEED design. List other current projects for these people and the beginning and anticipated end dates for those projects.
2. Identify previous College Allied Health Occupation training facility projects completed by the same proposal team.
3. Provide a scope listing all staff that illustrates how the project will be managed with sufficient detail for all phases of design, permitting, integration and coordination with the CMGC for a Guaranteed Maximum Price (GMP), construction phase administration, project closeout, and the preparation of as-built drawings.

C. Approach, Cost Control, Quality and Innovation/ Schedule

1. Describe and provide examples of issues that could be a problem for building the project within budget and techniques or recommendations to address those issues. Similarly describe potential schedule issues and provide recommendations.
2. Describe your understanding of the project and explain your process and methodology of approach to the design of Allied Health Occupations Training facilities in Oregon. Describe innovative design, quality control, or process options that could be applied to this project.
3. Describe and provide examples of your firm's experience and approach to phasing multiple building designs and coordinating their construction within a single timeline or schedule.
4. Describe how a College Health Professions facility for Allied Health Occupation could be designed to meet community and Healthcare needs in a manner unique to Southern Oregon.
5. Describe and provide examples on your firm's experience and expectations for local partnering, participation, and availability on this project.

D. Communications, Public Involvement/ Public Information

1. Describe the techniques you will use to involve the public in the design process and how information can be made available to citizens during the design and construction phases of the project.
2. Provide examples of your firm's experience and process to integrate and coordinate with the project CMGC for the design, GMP, scheduling, and facilitating the construction phases.

3. Describe the type of software used or familiar with for communication with the CMGC, Building Information Modeling (BIM), ProCore, Etc.
4. Provide examples of how your firm will ensure the project deliverables and schedules are effectively and clearly communicated to the project manager and team.

EXHIBIT B



CONSULTING SERVICES/PERSONAL SERVICES CONTRACT

BUILDING E, ALLIED HEALTH OCCUPATIONS ARCHITECTURAL AND ENGINEERING SERVICES

THIS AGREEMENT, made by and between _____, with a principle place of business at _____, hereinafter referred to as "CONSULTANT", and **Rogue Community College District**, a political subdivision of the State of Oregon, with a principle place of business located at 3345 Redwood Highway, Grants Pass, Oregon 97527, hereinafter referred to as "COLLEGE".

Architect and Engineering Services for the renovation of Building E, Redwood Campus

Project Not to Exceed: \$_____

Article 1. The Services

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

Article 2. Scope of Services

The CONSULTANT shall perform the services set forth in **Exhibit A**, entitled Scope of Services, attached hereto and by reference incorporated herein and made a part hereof. CONSULTANT is engaged to render a professional service only, and any payments made to the CONSULTANT are compensation solely for such services rendered and recommendations made in carrying out the services. Except as otherwise agreed by the parties, CONSULTANT shall follow the usual and customary practice of its profession to make findings, provide opinions, make factual presentations, and provide professional advice and recommendations.

Article 3. Time of Performance

The services of the CONSULTANT are to **commence within 10 days** after the date of this Agreement. The services shall be completed in accordance with the general project timeline provided in the solicitation schedule and included hereto under solicitation documents and proposal (Attachment I); services contained in the schedule of performance, including normal and customary activities that include but are not limited to a 100% set of Construction Drawings and Specification Manual to be completed and delivered to Owner's Representative not later than 5 pm January 19, 2024; project Construction Administration and Close Out activities to be completed through March 2025. Project timeline and or schedule of performance changes must be agreed to in writing by both parties as outlined in Article 10.

Article 4. Personnel

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

Article 5. Compliance with Laws and Regulations

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

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

Article 6. Federal Requirements and Provisions

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

Article 7. Compensation

The COLLEGE shall compensate the CONSULTANT in accordance with the Schedule of Charges and Payment Schedule set forth in **Exhibit B**, which shall include the basis for rates and charges. Compensation shall be billed monthly in summary form giving employees names and hours and expense data. Payment to CONSULTANT is due upon presentation of invoice to the COLLEGE and is to be made within sixty (60) days. Under no circumstances shall the cost of the Services exceed the dollar figure stated on the first page of this contract.

Article 8. Payment to Consultant and Extras

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

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

Article 9. Data to be Furnished

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

Article 10. Changes

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

Article 11. Suspension of Services

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

Article 12. Force Majeure

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

Article 13. Termination of Work

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

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

Article 14. Default

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

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

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

Article 15. Non-Appropriation

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

Article 16. Interest of the Consultant

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

Article 17. Findings Confidential

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

Article 18. Subletting or Assignment

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

Article 19. Rights to and Disposition of Data

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

request, CONSULTANT will deliver copies of all subject data to COLLEGE and the COLLEGE may duplicate, use and disclose in any manner and for any purpose whatsoever all subject data. Upon request, all final reports and other materials prepared by CONSULTANT under this agreement shall be the property of COLLEGE.

Article 20. Publications

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

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

The CONSULTANT warrants that in transmitting instruments of service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. CONSULTANT shall indemnify, defend and hold the COLLEGE harmless for any claims, demands, losses, or liability attributed to CONSULTANT's breach of this warranty.

Upon execution of this Agreement, the CONSULTANT grants to the COLLEGE a perpetual, irrevocable, and nonexclusive license to use the CONSULTANT's instruments of service, for purposes including but not limited to constructing, using, maintaining, altering, adding to, advertising, and marketing the Project. The CONSULTANT shall obtain similar perpetual, irrevocable nonexclusive licenses from the CONSULTANT's subcontractors consistent with this Agreement.

The license granted under this section permits the COLLEGE to authorize the contractor, subcontractors, sub-subcontractors, and material or equipment suppliers, as well as the COLLEGE's consultants and separate contractors, to reproduce applicable portions of the instruments for use in performing services or construction for the Project, as well as take any and all other measures necessary to secure services relating to the Project.

Article 22. Indemnity

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

Article 23. Insurance

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

- A. Commercial General Liability Insurance on an “occurrence” policy form covering Bodily Injury and Property Damage, Products/Completed Operations, Personal & Advertising Injury, and blanket Contractual Liability. Such insurance shall be primary and non-contributory, and provide limits of at least \$2,000,000 per Occurrence and a General Aggregate of at least \$4,000,000. *“Rogue Community College District and its officers, employees and agents while acting within the scope of their duties as such”* shall be named an Additional Insured by endorsement.
- B. Commercial Automobile Liability Insurance for Bodily Injury and Property Damage covering owned, non-owned, rented, and hired autos. Such insurance shall provide a combined single limit per accident of at least \$2,000,000.
- C. Workers Compensation Insurance meeting statutory requirements of Oregon Workers Compensation Law must be provided by CONSULTANT (and any sub-contractor CONSULTANT may use) for any subject workers, as well as Employers Liability Insurance with limit of at least \$1,000,000.

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

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

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

CONSULTANT is responsible to assure that COLLEGE receives a required thirty (30) days written notice prior to cancellation of, material change to, exhaustion of aggregate limits of, or intent not to renew any insurance policy for coverage required in this Agreement. Ten (10) days will be accepted for cancellation due to non-payment of premium. CONSULTANT shall itself provide the written notice in the

event that its insurance companies will not or do not provide such notice. Failure to maintain proper insurance and/or provide timely notification of a change in coverage is grounds for potential immediate termination of this contract.

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

Article 24. Energy Efficient Tax Credit

IRC 179D(d)(4) allows but does not obligate the COLLEGE as a government entity and owner of a qualified building to allocate the IRC 179D deduction to the person/firm primarily responsible for designing the Energy Efficient Commercial Building Property (EECBP). In order to transfer this deduction, the request must be in writing and approved by the COLLEGE. The request must contain all the information specified in Notice 2008-40, section 3.04. That information includes the contact information for the authorized representatives of both the COLLEGE and the Designer, the address of the COLLEGE-Owned Building, the costs of the EECBP, the date the EECBP was placed in service, the dollar amount of the deduction allocated to the Designer, the signatures of the authorized representatives, and a penalty of perjury statement signed by the authorized representative of the COLLEGE attesting that the facts presented are true, correct, and complete.

Article 25. Partial Invalidity

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

Article 26. Integration

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

Article 27. Jurisdiction

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

Signature page follows

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

ROGUE COMMUNITY COLLEGE DISTRICT

CONSULTANT

Signature Date

Signature Date

Printed Name

Printed Name

Title

Principal
Title

NON-COLLUSION AFFIDAVIT

STATE OF OREGON)

COUNTY OF)

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

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

Dated this _____ day of _____, 20____

Signature _____

(Designate Capacity)

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

Notary Public, State of Oregon

My Commission Expires:

(Notarial Seal)

RESIDENT BIDDER

In compliance with ORS 279C.365 (h), Section 2, each bid must contain a statement as to whether the bidder is a resident bidder. This is defined by ORS 279A.120: "Resident bidder" means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid and has a business address in this state.

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

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

Name

Date