



Request for Qualifications (RFQ) No. P17926-2025-04-17
Preferred Contractors
Rogue Community College

The purpose of this solicitation (RFQ) is to obtain proposals from qualified contractors interested in providing services to Rogue Community College District on an as-needed basis.

Proposal Due: Not later than Thursday, April 17, 2025, at 10:00 am PDT, in the Contract and Procurement Office of Rogue Community College located at 3345 Redwood Highway, Josephine Building, Room 12, Grants Pass, Oregon.

Rogue Community College District reserves the right to reject any Proposals not in compliance with all prescribed public bidding procedures and to reject for good cause any or all proposals that are not in the best interests of Rogue Community College District.

Oregon Revised Statutes (ORS) regulations governing public entities require that questions regarding this solicitation be submitted in writing via email to bidquestions@roquecc.edu or regular US mail to the above address, and answered by addenda so that all potential proposers may be equally apprised of project parameters and clarifications. Any addenda issued will be posted on the State of Oregon's OregonBuys website and the College's Procurement website: <https://www.roguecommunity.net/vendor-opportunities/>.

Minority-owned and women-owned enterprises are encouraged to submit proposals in response to this solicitation, and no Proposer will be discriminated against on the grounds of race, color, or national origin in consideration for an award of any contract entered into pursuant to this solicitation.

Background

Rogue Community College District is an accredited multi-campus comprehensive two-year community college. The College offers Academic and Career Technical programs, GED, ESL, College Transfer, Credit for Prior Learning, Continuing Education, Distance Education and Personal Enrichment courses.

The College was established in 1970 and serves residents in Jackson and Josephine Counties. Today the College district covers 4,801 square miles and serves a combined population of 297,000. The district includes three campuses: Redwood Campus, situated on 84 wooded acres five miles outside the city of Grants Pass, with 32 buildings totaling approximately 165,000 square feet; Riverside Campus, an urban campus comprised of two buildings totaling approximately 89,000 square feet in downtown Medford; and Table Rock Campus in White City, with four buildings totaling approximately 146,000 square feet.

Schedule

RFQ Published	March 18, 2025
Deadline for Protest of Proposal - 12:00 P.M.	April 3, 2025
Deadline for Questions - 5:00 P.M.	April 10, 2025
Proposal Due - 10:00 A.M.	April 17, 2025
Selection Committee Review Complete (tentative) **	April 24, 2025
Notice of Intent to Award (tentative) **	April 29, 2025
Deadline for Protests of Award - 12:00 P.M. (tentative) **	May 6, 2025

*** These dates are tentative and subject to change*

Contracted Services

The College's Department of Facilities Management, Planning, and Construction is providing interested contractors an opportunity to provide maintenance and minor construction services to the College by being qualified as a Preferred Contractor. Preferred contractors shall be placed on a preferred list and called to provide services on an as-needed basis over a three-year period beginning July 1, 2025.

Description of Project:

The College desires to maintain a list of Commercial Contractors within the various categories as listed below:

General Contractors

Landscape Contractors, Tree Services and Irrigation Contractors

Plumbers

Electricians

HVAC Contractors

Concrete, Excavation, and Demolition Contractors

Prevailing Wage Rates (BOLI Requirements)

The Contractor and all subcontractors shall comply with the provisions of ORS 279C.800 through 279C.870, relative to Prevailing Wage Rates (PRW) updated in January and July of each year. This RFQ and the resulting Contract are subject to the following Bureau of Labor and Industries (BOLI) wage requirements, which are incorporated by reference. BOLI wage rates are available on the Internet at: <https://www.oregon.gov/boli/employers/pages/prevailing-wage-rates.aspx>.

The College will determine which projects under this contract qualify for BOLI wage rates and will notify Contractor of such when services for these projects are requested. The Contractor is then solely responsible for compliance with BOLI provisions. In cases where BOLI rates apply, Contractor shall pay workers at not less than the specified minimum hourly rate of wage and shall include that requirement in all subcontracts.

Responsibilities of Proposers

Proposal Due Date. Proposals must be submitted to the College's Contract and Procurement Office no later than 10:00 am PDT, April 17, 2025.

All RFQ's submitted should be clearly identified as: "RFQ No. P17926-2025-04-17 – Preferred Contractors, Rogue Community College District" and addressed as follows:

Rogue Community College
RFQ P17926-2025-04-17
Attn: Director, Contract and Procurement
Contract and Procurement Office, JO 12
3345 Redwood Highway
Grants Pass, OR 97527

Proposals must be received no later than 10:00 am PDT Thursday, April 17, 2025. Emailed, facsimile or any type of electronic response to the Request for Qualifications will not be accepted. It is the responsibility of the proposer to ensure that their document is received at the correct location and on time.

The Qualified Contractors will be selected based on the following criteria: currently licensed; bondable; no history of debarment or suspension; relevant experience and qualifications; and acceptable references. Proposals submitted in response to this RFQ will be reviewed and evaluated by committee.

All costs associated in the preparation of proposals are solely the responsibility of the proposer. The College reserves the right to reject any or all proposals, or to modify or cancel this solicitation.

Per ORS 279A.125, proposers shall use recyclable products to the maximum extent economically feasible in responding to this RFQ and in performance of the contract as set forth in this document.

Solicitation Review

Proposers must carefully review this document and are responsible for knowing and understanding the terms and conditions included in or applicable to this solicitation. Unless defects, ambiguities, omissions, or errors are brought to the College's attention by noon on April 3, 2025, protests or appeals based on such defects, ambiguities, omissions, or errors received after issuance of the Notice of Intent to Award will not be favorably considered.

Solicitation Response

Pursuant to Oregon Administrative Rule (OAR) 137-47-0310, a submission in response to this solicitation is the Proposer's Offer to enter into a Contract. By signing and returning the proposal, the Proposer acknowledges that they have read, understand, and agree to be bound by the terms and conditions contained in this document and attachments. The College's Award of a Contract constitutes acceptance of the proposal and binds a proposer to the contract.

Submittal Requirements

Instructions. Proposers shall provide one (1) original and one (1) thumb drive that includes all requested information and attachments for this RFQ. The Original must contain all of the required signatures.

Proposals should include a cover letter, and the signed certifications, references, and Contract organized as follows:

Cover Letter – include a brief description of the company and services provided.

Certification and Offer Form (Attachment A)

Proposal Form (Attachment B).

Proposer's Representation and Warranties (Attachment C)

References (Attachment D).

Agreement Completed and Signed.

Addenda

If it becomes necessary to modify, revise, or clarify any part of this RFQ, addenda will be created.

Addenda for this project can be viewed at the State of Oregon's OregonBuys website and on the College's Purchasing website at <https://www.roguecommunity.net/vendor-opportunities/>. Any addenda posted on other websites are not official. Proposers should monitor the websites regularly until the RFQ Deadline to ensure that they have not missed any posted addenda.

Proposers shall acknowledge receipt of all addenda in the appropriate area of the Certification and Offer Form (Attachment A), which must be returned as part of the Proposal requirements. All addenda issued during the RFQ process will be incorporated into the Contract resulting from this RFQ.

Inquiries and RFQ Requests for Clarifications

This RFQ and all subsequent written addenda issued by the designated contact for the College are hereby designated as the sole reference and authority for the preparation of Proposals and take precedence over any other source, either verbal or written.

No College employee or officer is authorized to make any oral interpretation of any Provisions within the RFQ or Contract documents. The College will not be responsible for any oral remarks related to this RFQ. Prospective Proposers who are in doubt about or who have any objection to any aspect of this RFQ, the Contract Provisions and all subsequent written modifications and addenda must submit a written objection or request for clarification as stated in the RFQ Timetable.

To be considered, Proposer's written RFQ Request for Clarification must be submitted to the Contract and Procurement Office by 5:00 pm PDT April 10, 2025. All RFQ Requests for Clarification must be in writing. RFQ Requests for Clarification may be submitted via e-mail at bidquestions@roguecc.edu.

The College must issue a written addendum in response to all RFQ Requests for Clarification no less than seventy-two (72) hours before proposals are due.

The College's clarification to a Proposer, whether orally or in writing, does not change the RFQ and is not binding on the College unless the College amends the RFQ by Addendum.

The College reserves the right to cancel the RFQ in lieu of clarification under, and in conformance with, OAR 137-047-0660.

RFQ Protests

A Proposer may protest the procurement process or the solicitation document ("RFQ Protest") for a contract solicited under ORS 279B.055, 279B.060, and 279B.085 in accordance with this Section. Before seeking judicial review, a Proposer must file a written protest with the College and exhaust all administrative remedies.

RFQ Protest Submission Requirements

To be considered, the prospective Proposer's written RFQ Protest must be submitted to the Contract and Procurement Office in an envelope marked as follows:

RFQ Protest

RFQ Title: RFQ NO. P17926-2025-04-17 – Preferred Contractor.

Closing Date: April 17, 2025

All RFQ Protests must be in writing. *E-mailed RFQ Protests will not be accepted.*

Time Limitation on Protest

An RFQ Solicitation Protest shall be presented to the College at least five (5) calendar days prior to proposal closing. The College will not consider a protest submitted after 12:00 noon on April 3, 2025.

Right to Protest RFQ

The College will consider a RFQ Protest filed in compliance with the requirement of this RFQ if it: 1) states the grounds that demonstrate how the process is contrary to law, or how the solicitation document is unnecessarily restrictive, or is legally flawed; 2) provides evidence or supporting documentation that supports the grounds on which the protest is based; and 3) states the relief sought by prospective Proposer.

College's Response to RFQ Protest

The College will issue a written disposition of the RFQ protest. If the College upholds the protest, in whole or in part, the College may in its sole discretion either issue an Addendum reflecting its disposition under OAR 137-047-0430 or may cancel the RFQ in the public interest under, and in conformance with, OAR 137-047-0660.

Extension of Closing

The College may extend Closing by Addendum, if it determines an extension is necessary to consider and respond to a properly filed Protest or Request for Clarification.

Notice of Intent to Award

The College will provide written notice of its Intent to Award to all Proposers at least seven (7) days before the Award of a Contract. The College's Award will not be final until:

- a. The expiration of the Award Protest period provided for in this RFQ.
- b. The College provides written decisions to all timely-filed protests denying the protests and affirming the Award.

All successful Proposers will be notified in writing. A copy of the contract once accepted will be signed by the College, and a copy returned to the proposers as a fully executed document.

Award Protest

An adversely affected Proposer may protest the Notice of Intent to Award the Contract for any and all contracts solicited under ORS 279B.055, 279B.060, and 279B.085 if the Proposer can demonstrate that it would be eligible to be awarded the public contract in the event the protest is successful. Before seeking judicial review of an Award of the Contract, an adversely affected Proposer must file a written protest with the College and exhaust all administrative remedies.

All written protests must specify the grounds upon which the protest is based and suggested changes that may remedy the defects. An issue that could have been addressed pursuant to an inquiry or request for clarification shall not be grounds for protest of award.

Award Protest Submission Requirements

To be considered, Proposer's written Award Protest must be submitted to the Contract and Procurement office in an envelope marked as follows:

RFQ Award Protest

RFQ Title: RFQ NO. P17926-2025-04-17 – Preferred Contractor

Notice of Intent to Award Date: April 29, 2025 (This is a tentative date and subject to change)

All Award Protests must be in writing. *E-mailed Award Protests will not be accepted.*

Time Limitation on Protest

To be considered by the College, a written protest must be received by the College within five (5) days after issuance of the Notice of Intent to Award Contract.

Decision

The College shall issue a written decision on the protest in a timely manner. The College's decision shall be final. Proposers may seek judicial review in the manner provided in ORS 279B.415.

Right to Cancel RFQ

The College reserves the right to cancel the RFQ in conformance with OAR 137-047-0600.

Attachment A- Proposer's Certification and Offer Form

Name of Firm: _____

Address: _____

PROPOSAL INFORMATION FORM

The Undersigned hereby proposes to furnish to Rogue Community College District all materials, services, and labor necessary to perform all work for the College in strict accordance with the terms, conditions, and requirements as specified in the Request for Proposal.

The undersigned certifies, agrees, and understands:

The Proposer certifies that they have read and understand all terms and conditions of this solicitation and the contract.

That no attempt has been made or will be made by the Proposer to induce any concern to submit or not to submit an Offer for the purpose of restricting competition.

The Proposer certifies that the proposer has complied or will comply with all requirements of local, state and federal laws and that no legal requirement has been or will be violated in making or accepting this solicitation.

The Proposer holds the required certificates for the State of Oregon designated in the complete document as applicable (Contractors, Architects, Landscape Board, Engineers, etc.).

Applicable Registration #s: _____.

That the person signing this proposal is fully authorized to sign on behalf of the provider listed and to fully bind the provider listed to all provisions and clauses thereof.

That no party providing services under this proposal has been debarred or suspended.

That the Proposer will not discriminate when obtaining any required subcontractors in accordance with ORS 279A.110 (4).

Pursuant to ORS 279A.120, Provider (*check one*) is _____ / is not _____ a resident bidder.

If not, indicate State of residency: _____

Respectfully submitted this _____ day of _____, 20__

That the Proposer agrees to comply with Oregon tax laws in accordance with ORS 305.385.

Proposer Acknowledges all addenda (*check one*) Yes _____ No _____

Indicate the # of addenda _____

Signature: _____

Name (please type or print): _____

Title: _____

Phone: _____ E-Mail: _____

Attachment B- Proposal Form

Rogue Community College District
Contract and Procurement Office
3345 Redwood Hwy
Grants Pass, OR 97527
541-956-7171

Proposals must include this completed form to be considered.

Rogue Community College Board of Education, or authorized representative of the district, reserves the right to accept or reject any proposals for this solicitation, as they deem best for the interest of Rogue Community College District.

Categories	Union Shop Y/N	Public Works Bond Ability Y/N	Individual Bonding Capacity Amount	Aggregate (Maximum) Bonding Capacity Amount	Josephine County Availability Y/N	Jackson County Availability Y/N	24 Hour (rush) Service Availability Y/N
General Contractor							
Landscape & Irrigation Contractors							
Tree Service							
Plumber							
Electrician							
HVAC Contractor							
Concrete, Excavation, & Demolition Contractors							
All Contractors:							
Material Markup %	%	Trip or Mileage Charge \$ (If Applicable)					
24 Hour Expected Response Time - If Applicable							

Services will normally be required of the Contractor during the standard workday which shall herein be defined as 8:00 AM to 5:00 PM, Monday through Friday. All work over 8 (eight) hours will be compensated at the contractor's overtime rate.

Company Name (printed)_____

Contractor License_____

Signature_____ **Date**_____

Rogue Community College District

Preferred Contractor

Attachment C-Proposer's Representation and Warranties

Name of Firm: _____

Address: _____

The Proposer certifies and warrants the following:

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

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

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

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

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

Signature: _____

Name (please type or print): _____

Title: _____

Phone: _____ E-Mail: _____

Attachment D- References

Rogue Community College District
Contract and Procurement Office
3345 Redwood Hwy
Grants Pass, OR 97527
541-956-7171

Please list at least three references of projects you have performed work for in the past year.

Your company name (printed) _____

Reference #1 **End date of project:** _____

Name of individual or firm (printed or typed) \$ _____
Project Amount

Street Address City, State, Zip

Phone number Email address (if available)

Reference #2 **End date of project:** _____

Name of individual or firm (printed or typed) \$ _____
Project Amount

Street Address City, State, Zip

Phone number Email address (if available)

Reference #3 **End date of project:** _____

Name of individual or firm (printed or typed) \$ _____
Project Amount

Street Address City, State, Zip

Phone number Email address (if available)



**Agreement
between
Rogue Community College District
and
Preferred Contractor**

This Agreement is made between **Rogue Community College District**, herein after known as **College**, with a principal place of business at 3345 Redwood Highway, Grants Pass, Oregon 97527, and _____, with a principal place of business at: _____, hereinafter known as **Contractor**.

ARTICLE 1: Term of Agreement

This Agreement is effective as of the July 1, 2025, for a three-year period for the delivery of the following services.

ARTICLE 2: Scope of Work

Commercial Trade Categories listed below are desired for The College's Preferred Contractor Contract. The Criteria evaluated for placement on The Preferred Contractor list is shown on the Proposal form. All proposers must be licensed, bonded, and insured.

Mark all applicable

- ☐ **General Contractors**
- ☐ **Landscapers**
- ☐ **Tree Services**
- ☐ **Irrigation Contractors**
- ☐ **Plumbers**
- ☐ **Electricians**
- ☐ **HVAC**
- ☐ **Concrete**
- ☐ **Excavation**
- ☐ **Demolition Contractors**

Other general conditions of work:

- Work is to be scheduled with the College during times that will be the least disruptive to the institution and classes. All work is to be done in a professional manner, with the understanding that this is a public environment and performance of work, or any other activities must adhere to the rules and regulations of the College.
- It is the responsibility of the Contractor to protect from damage all surfaces, spaces or areas adjacent to work that may be impacted. Contractor is responsible to repair or replace anything that may be damaged due to the activities of the Contractor.
- Any existing damage in an area needs to be pointed out to College and noted prior to commencement of work.
- Any surface on the job site damaged due to contractor's negligence is the responsibility of Contractor to rectify. (Examples: walls, furniture, carpet, decks, landscaping.)
- All areas must be kept clean and picked up at the end of each day.
- Contractor is responsible for keeping area safe and secure.
- All refuse materials to be removed from campus by Contractor.

Terms and Conditions

No Assignment or Transfer of Contract Rights

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 a 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.

Insurance

Contractor shall secure, pay the premium for, and keep in force until the expiration of the contract and any renewal thereof, the following insurance covering:

General Liability Insurance providing limits for not less than \$1,000,000 per occurrence, \$2,000,000 aggregate. Insurance should show proof of automobile and property damage coverage. Workers Compensation insurance as provided for under Oregon State Statutes covering all employees.

Proof of compliance shall be furnished to the Contract and Procurement office of Rogue Community College District within 15 (fifteen) calendar days of signing this Agreement.

Termination of Agreement

This Agreement may be terminated at any time by mutual written consent of the parties. The College may, at its sole discretion, terminate the Agreement for convenience upon 30 (thirty) days' written notice.

The College may at its sole discretion terminate the Agreement immediately upon notice to the Contractor upon the occurrence of any of the following events:

1. 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 Agreement; or
2. 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 Agreement is prohibited, or the College is prohibited from paying for such Goods/Services from the planned funding source; or
3. Contractor commits any material breach of the contract.

CCB Requirements (if applicable)

Contractor must be licensed with the State of Oregon Construction Contractors Board (CCB) to participate in this project. All subcontractors participating in the project shall be similarly registered with the Construction Contractors Board at the time they propose to engage in subcontract work. The CCB

registration requirements apply to all public works contracts unless superseded by federal law.

Asbestos Abatement Licensing Requirements - *Reserved*

Prevailing Wage Rates (BOLI Requirements) – The Contractor and all subcontractors shall comply with the provisions of ORS 279C.800 through 279C.870, relative to Prevailing Wage Rates (PWR). Any Projects under this Contract may be subject to the following Bureau of Labor and Industries (BOLI) wage requirements, which are incorporated by reference. Current BOLI wage rates are available on the Internet at: www.oregon.gov/BOLI/WHDPWR. The prevailing wage rates that will apply to each project shall be those in effect at the time a quote/proposal is received for a Project that meets the qualifications to be a BOLI Project. Contractor shall be solely responsible to pay workers at not less than the specified minimum hourly rate of wage, and shall include that requirement in all subcontracts. All BOLI Projects will require the Contractor to provide monthly Certified Payroll reports to College's Contract and Procurement office by email to procurement@roguecc.edu.

Contractor's Compliance with Tax Laws

Contractor must comply with all tax laws of this state and all applicable tax laws for any political subdivision throughout the duration of this Agreement including any extension. Any violation of state tax law and/or applicable tax law for any political subdivision shall constitute a material breach of this agreement and shall entitle 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.

Compliance with Government Laws and Regulations

Contractor shall obey all such laws, regulations, ordinances, permits or resolutions applicable to the Work or controlling or limiting Contractors while engaged in the prosecution of the Work under this Agreement. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following as applicable: (i) Title VI and VII of Civil Rights Act of 1964, as amended; (ii) Section 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Health Insurance Portability and Accountability Act of 1996; (iv) the Americans with Disabilities Act of 1990, as amended; (v) ORS Chapter 659A; as amended (vi) all regulations and administrative rules established pursuant to the foregoing laws; and (vii) all other applicable requirements of federal and state

civil rights and rehabilitation statutes, rules and regulations. Owner's performance under the Agreement is conditioned upon Contractor's compliance with the provisions of ORS 279C.505, 279C.510, 279C.515, 279C.520, 279C.530 and 279C.540, which are incorporated by reference herein.

Contractor shall maintain, in current and valid form, all licenses and certificates required by law, regulation, or this Agreement when performing the Work.

Contractor shall certify that it shall not accept a bid from Subcontractors to perform Work as described in ORS 701.005 under this Agreement unless such Subcontractors are registered with the Construction Contractors Board in accordance with ORS 701.035 to 701.055 at the time they submit their bids to the Contractor.

The provisions of this Agreement shall be interpreted in accordance with the laws of the State of Oregon and in accordance with the laws, ordinances, regulations, permits, and resolutions of Jackson and Josephine Counties. Some of the statutory citations included for reference purposes are:

- Discrimination in subcontracting prohibited, remedies. Pursuant to ORS 279A.110(1), a bidder or proposer who competes for or is awarded a public contract may not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, women, or emerging small business enterprise certified under ORS 200.055. Conditions concerning payment, contributions, liens, withholding, drug testing. In accordance with the provisions of Oregon Revised Statute 279B.220 and 279C.505, it is agreed that the Contractor shall: demonstrate that an employee drug testing program is in place; make prompt payment, as due, to all persons supplying to the contractor labor or material for the prosecution of the work provided for herein; pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract; not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished; and pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. Demolition contracts to require material salvage: Pursuant to ORS 279C.510, Contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective. Use of recycled products when economically feasible. In accordance with ORS 279B.280, recycled products should be used to the maximum extent economically feasible in the performance of the contract work set forth in this document, if the quality of a recycled product is functionally equal to the same product manufactured with virgin resources, including but not limited to recycled paper, recycled oil and recycled PETE products.

Contractor's relations with subcontractors. (Subcontractor Payment Provisions). Pursuant to ORS 279C.580, Contractor shall include in each subcontract: (a) A payment clause that obligates the Contractor to pay the subcontractor for satisfactory performance under its subcontract within ten (10) days out of such amounts as are paid to the Contractor by the College under the contract; and (b) An interest penalty clause that obligates the

Contractor to pay to the subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause included in the subcontract under paragraph (a) of this subsection. (A) For the period beginning on the day after the required payment date and ending on the date on which the payment of the amount due is made; and (B) computed at the rate specified in ORS 279C.515(2).

Pursuant to ORS 279C.580, Contractor shall include in each of its subcontracts, for the purpose of performance of such contract condition, a provision requiring the subcontractor to include a payment clause and an interest penalty clause in each of its subcontracts and to require each of its subcontractors to include such clauses in their subcontracts with each lower tier subcontractor or supplier. A dispute between a contractor and first-tier subcontractor relating to the amount or entitlement of a first-tier subcontractor to a payment or a late payment interest penalty under a clause included in the subcontract under subsection (3) or (4) of the section under ORS 279C.580, does not constitute a dispute to which the College is a party. The College may not be included as a party in any administrative or judicial proceeding involving such a dispute.

Contract Procurement Limits

The College's Board of Education has adopted certain contract limits which require approval prior to acceptance. See: <https://web.roguecc.edu/board-policies/bp-6340-bids-and-contracts>

Payment and Invoicing

Contractor shall submit an invoice to College as soon as possible after the last working day of the month (Monday through Friday) for any work completed during that month. Invoices will be paid within 30 (thirty) days of receipt providing Contractor has satisfied all requirements. Invoices shall be submitted to accountspayable@roguecc.edu.

Title IX

The parties agree not to discriminate in any program, activity or employment practices on the basis of race, color, religion, ethnicity, use of native language, national origin, sex, sexual orientation, gender identity, marital status, veteran status, disability, age, pregnancy or any other status protected under applicable federal, state or local laws. Under Title IX of the Education Amendments of 1972 (Title IX), sexual assault and other forms of sexual misconduct are forms of sexual harassment and are prohibited. Title IX applies to any off-campus conduct that has an adverse impact on any member of the College community or College.

Force Majeure

Neither Contractor nor College shall be held responsible for delay or default caused by fire, riot, war, inclement weather, and other acts of God, which is beyond the reasonable control of Contractor or College.

Exclusive and Entire Agreement

This is the entire Agreement between Contractor and College with respect to the subject matter hereof. Neither party is relying on any representations, promises or agreements, whether written or oral, other than those expressly set forth herein. This Agreement supersedes any prior written or oral agreements between College and Contractor.

Signature page Follows

WHEREFORE, the parties have caused this agreement to be executed as of the date and year first set forth above.

Rogue Community College District

Contractor

Signature

Date

Lisa Stanton

Printed Name

VP of Operations & Finance/CFO

Title

Signature

Date

Printed Name

Title Federal Taxpayer ID Number

CCB: _____