



Planning and Design Services

Facilities Master Plan

Redwood Campus, Table Rock Campus, Riverside Campus

REQUEST FOR QUALIFICATIONS (RFQ) NO. P17926-2026-03-31

RFQ CLOSING (DUE) DATE: April 28, 2026, 10:00 AM Local Time

NO LATE RESPONSES WILL BE ACCEPTED

SUBMIT TO:

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

Non-Mandatory Pre-Proposal Meeting

Interested parties are requested to participate in a non-mandatory pre-proposal meeting on Wednesday, April 8, 2026, beginning at 11:00 am at the Redwood Campus of Rogue Community College Building L Room 2, 3345 Redwood Highway, Grants Pass, OR 97527. Please call (541) 956-7333 to confirm your attendance and receive location directions.

TECHNICAL AND EXPERT SERVICES

Rogue Community College District

REQUEST FOR QUALIFICATIONS

For

**Planning and Design Services
for a Multi-Campus Facilities Master Plan**

PROPOSALS DUE: Tuesday, April 28, 2026, by 10:00 AM local time.

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

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

Rogue Community College District
Contract and Procurement Director
Contract and Procurement Office – Josephine Building
3345 Redwood Hwy
Grants Pass, OR 97527
(541) 955-7576

Questions should be submitted in writing at 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 proposal.

SPECIAL CONDITIONS – Where special conditions are written in the solicitation, these special conditions shall take precedence over any conditions listed under the 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 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 Qualifications 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 Qualifications.

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 not be accepted and may 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 and maintain 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 Qualification 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 professional 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.

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 Technical and Expert Services Request for Proposal "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

Rogue Community College District (College) is soliciting qualifications for planning and design services to develop a multiple campus Facilities Master Plan (FMP) for the institution. The FMP is to align with the College's mission of enhancing the quality of life in our communities by providing accessible, exemplary educational opportunities for student success and economic development. The College's last district-wide comprehensive master plan was completed in 2011, and campus master plans were updated for the Redwood Campus in January 2020 and for the Table Rock Campus in October 2017. The plans are available for review on the college's website.

Rogue Community College has been providing credit and non-credit post-secondary education for over 50 years. Originally established in Josephine County in 1970, nearby Jackson County joined the district in 1997 through annexation. Today the College district covers 4,801 square miles and serves a combined population exceeding 309,500. The district includes three campuses: Redwood Campus, situated on 84 wooded acres five miles outside the city of Grants Pass with 35 buildings and approximately 215,000 Gross Square Feet (GSF); Riverside Campus, an urban campus comprised of two buildings and 89,000 GSF in downtown Medford; and Table Rock Campus, situated on approximately 25 acres with 4 buildings totaling 170,000 GSF.

The school year comprises three 11-week terms (fall, winter, spring) and an eight-week summer session. In the 2024-25 academic year there were 7,536 credit students and 3,811 total FTE students, with an unduplicated headcount of 9,665. The total number of college employees is 573, encompassing 255 full-time and 318 part-time.

2. SCOPE OF WORK

The overall goal of this master planning effort will be to assist the College in translating its strategic goals and objectives into a physical plan that identifies where the College should focus its resources to meet future demands on facilities for the next ten years.

The College requests the submittal of qualifications from consultant firms interested in providing planning services to develop a comprehensive Facilities Master Plan (FMP) for all three College Campuses in accordance with the Commission on Colleges and Universities of the Northwest Association of Schools, Colleges, and Universities accreditation standard. The College intends to develop a comprehensive FMP that integrates the requirements of the College's institutional mission and educational programs with the needs of the community. Services shall include completion of a comprehensive review of

existing campus master plans, evaluation of existing facilities, identification of current and anticipated facility requirements, and preparation of a plan that addresses the identified needs. A component of the FMP will be the development of a financial strategy to accomplish the recommended improvements.

The master planning process is to be comprehensive (covering all programs and all aspects of the College's operations), inclusive (seeking input from a broad range of campus constituencies and community representatives), data-driven (relying on analysis of the College's programs, facilities, and operations), and integrated (aligning recommendations with the College's mission, strategic direction, and financial realities).

A more granular detail of the project requirements is provided within the RFQ documents. However, the general scope of services includes but is not limited to:

1. Review of existing campus facilities and campus master plans.
2. Analysis of existing space utilization.
3. Analysis of existing functional zoning of campus and development of land-use plans.
4. Analysis of existing open space and development of site plans.
5. Analysis of existing circulation systems (pedestrian, automobile, service, transit, emergency, bicycle etc.) and development of transportation plans.
6. Analysis of parking facilities/operations and development of a multiple campus parking master plan.
7. Analysis of site utility infrastructure/energy consumption and development of strategies for operational efficiency and sustainability.
8. Evaluation of the College's real estate holdings and development of plans for property acquisition/disposition.
9. Analysis of amount/location/condition/utilization of existing academic space (classrooms, class laboratories, research laboratories, offices, library and study) and development of program space needs.
10. Analysis of amount/location/condition/utilization of all other types of space (administrative, auxiliary, assembly, recreation/student life, special use, support) and development of program space needs.
11. Analysis of existing district signage and development of uniform campus wayfinding.
12. Development of alternate master plan concepts, evaluation of advantages/disadvantages of same, and refinement of preferred master plan concept.
13. Development of space allocation plan for meeting program space needs in preferred master plan concept.
14. Development of plan for swing space for temporary moving involved in implementing preferred master plan concept.
15. Development of master plan level cost estimates for proposed projects.
16. Development of sequencing and scheduling plan for components of master plan, including timeframe, cost estimate, and funding strategy for each

project. This can be thought of as the College's 10 Year Capital Development Plan.

17. Meeting facilitation for gathering information, for acquiring feedback on analysis and alternate concepts, and for sharing recommended master plan.

3. PROJECT FUNDING

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

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.

4. TIMELINE FOR SELECTION

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

Solicitation Schedule	
Request for Qualifications Posted	March 31, 2026
Non-Mandatory Pre-Proposal Meeting 11:00 A.M.	April 8, 2026
Deadline for Questions 5:00 P.M.	April 21, 2026
Proposal Due 10:00 A.M.	April 28, 2026
Selection Committee Review Complete**	May 5, 2026
Interviews Week of**	May 18, 2026
Notice of Intent to Negotiate**	May 26, 2026
Notice of Intent to Award**	June 2, 2026
Deadline for Protests of Award 12:00 P.M.**	June 9, 2026
Board of Education Approval**	June 16, 2026

****Tentative Schedule. The College reserves the right to adjust the above noted schedule.**

Anticipated Project Schedule

June 2026	Master Planning Start
February 2027	Master Planning Complete
March 2027	Consultant Presentation to College

SECTION B

WORK REQUIREMENTS

1. TECHNICAL OR REQUIRED SERVICES

The successful Proposer shall perform the tasks listed below for this project and shall be expected to work closely with designated College personnel to accomplish these goals. The specific objectives and development of the FMP shall include but not necessarily be limited to the following:

1. Complete on-campus collaborative programming workshops, including supplemental interviews with internal and external stakeholders.
2. Develop a long-range procedure to guide incremental decisions for the development of campus facilities.
3. Develop uniform campus wayfinding for the College district.
4. Prepare a capital improvement plan that addresses the operational and growth needs of the College for all three campuses.
5. Develop two site plan options for each campus with ROM costs, including recommended new buildings or renovation of existing facilities.

It is anticipated that the development of the FMP will be accomplished, as indicated below, in two phases. The first phase shall be from June 2026 through October 2026, and the second phase from November 2026 through February 2027. Prioritization of work activities for the project will be a joint effort between the College and the selected firm based in part upon available funding. The scope of work for phase 1 and phase 2 will include but not necessarily be limited to the following:

2. PHASE 1

Data review, space needs assessment, and developing schematics documents for Facilities Master Plan.

1. Review existing planning documents and reports, including but not limited to the following.
 - a. 2011 Institutional Master Plan
 - b. 2017 Table Rock Campus Master Plan
 - c. 2020 Redwood Campus Master Plan

Located at the link below

<https://www.roquecc.edu/masterPlan/documents.asp>

2. Review and evaluate existing campus buildings and parking inventory
 - a. Review available space(s).
 - b. Review space classification.
 - c. Review occupancy requirements and deficiencies.
 - d. Evaluate building condition and estimated remaining usefulness
3. Review and evaluate all campus program requirements through a series of workshops.

- a. Review campus academic programs.
 - b. Review student life programs.
 - c. Review and determine community activities, future and current, and their associated space requirements.
 - d. Review space requirements for all programs identified.
 - e. Review credit hour production data; duration rooms are used for courses based on course credit requirements.
4. Review facility standards and compare them to other Higher Education standards recognized by peer institutions in a comparable geographic area.
 5. Review existing facilities and audit current building format.
 - a. I.e., General fund facilities space.
 - b. I.e., Auxiliary funded facilities space.
 6. Identify unique program assets, including the use of shared space with institutional partnerships.
 7. Evaluate campus space requirements.
 - a. Define curriculum facility needs.
 - b. Define student life facility needs.
 - c. Evaluate potential shared spaces and resulting space created.
 - d. Review and evaluate the impact of proposed facility improvements.
 8. Compare identified facility requirements with existing facility inventory.
 9. Public Input
 - a. Develop a series of open house workshops to gather public feedback.
 10. Provide presentations to Board Committees, Campus Councils, and Executive Team.

3. PHASE 2

Developing a Facilities Master Plan

1. Recommend specific facility improvements.
 - a. General fund facilities space.
 - b. Auxiliary funded facilities space.
2. Prepare an updated FMP for each campus.
 - a. Identify duplication of space(s).
 - b. Identify recommended shared spaces and provide a recommended use for the space(s) made available.
 - c. Identify proposed improvements to existing facilities..
 - d. Identify proposed construction for additional facilities.
 - e. Integrate previous planning efforts to define updated recommendations for outdoor improvements.
 - i. Vehicular circulation and parking.
 - ii. Outdoor learning complex improvements.
 - f. Include a unified campus wayfinding standard for the college.
3. Prepare 2-3 comprehensive options for the proposed FMP for each campus.
 - a. Facility improvements.

- b. Site improvements.
 - c. Information Technology improvements.
 - d. Placement of new science program facility.
4. Recommend a capital improvement plan with the following cost projections
 - a. Near-Term Five (5) year capital cost projections.
 - b. Long-Term Ten (10) year capital cost projections.
 5. Public Input
 - a. Develop a series of open house workshops to gather public feedback on the concepts collected during phase one and developed in phase 2.
 6. Provide presentations to Board Committees, Campus Councils, and Executive Team.

4. 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 the successful Proposer with the requirements for connectivity and information sharing necessary for the project.

5. DELIVERABLES

Although the detailed process to be used in developing the Master Plan will be determined by the selected consultant in conjunction with the College, it is expected that the project deliverables will generally follow these steps.

A. Specific scope details are provided in Part 1, Section B.1.

1. Orientation/Goal Setting/Scheduling:

- a. A project charter meeting attended by the entire design team with the purpose of identifying project goals.
- b. Review information provided by the College (described below).
- c. Meet with the College to review planning assumptions guiding the Master Plan process and develop goals for use in channeling the planning effort and in evaluating alternate solutions.
- d. Provide a detailed project schedule, including planning workshops.

2. Data Collection & Review:

- a. Conduct a minimum of two focus groups or charrettes with college representatives and community partners to derive input for master plan concepts and elements.
- b. Meet with a wide range of groups in an inclusive process to gather information on priority issues and current/future facility needs. These groups include but are not limited to the following:

- i. College Administration and Faculty
- ii. Student Government
- iii. College Board of Education
- iv. College Foundation
- v. Neighborhood groups and community leaders
- vi. Working groups assembled to address:
 - a) Academics (including deans or designated representatives, office of enrollment and online education)
 - b) Clinical Programs (including facilities on-campus and satellite facilities in the surrounding area)
 - c) Research/Grants
 - d) Information Technology
 - e) Facilities

- c. Tour the College's facilities on all campuses to assess physical condition, functional condition, and level of utilization for the programs that will ultimately reside at each campus.
- d. Collect additional information, as needed, to understand space, site, and infrastructure issues. This might include:
 - i. Classroom scheduling/utilization data
 - ii. Energy reports (utility consumption, etc.)
 - iii. Enrollment data, for both traditional and online/blended courses
- e. Develop College program analysis of existing space needs and 10 year growth projection.

3. Data Analysis/Target Space Needs:

- a. Complete analysis of the data collected in step 2.
- b. Using space guidelines based on higher education standards and appropriate benchmarks, develop target space needs program for individual units.
- c. Reconcile individual projected space needs with overall College projections and goals developed in step 1.
- d. Review analysis and target space needs program with groups identified in step 2, as appropriate.
- e. Decisions about reconciling projected space needs with other factors are to be reviewed with the College's senior administrators guiding the Master Planning project:
 - i. College President
 - ii. College Vice Presidents
 - iii. College Board of Education

4. Alternate Master Plan Concepts:
 - a. Develop alternates for meeting final target space needs program from step 3.
 - b. Evaluate advantages and disadvantages of each alternate master plan concept, in relation to goals developed in step 1.
 - c. Determine preferred master plan concept, based on reviews with master plan decision-makers identified in step 3. The final master plan must remain flexible to accommodate the College's ability to remain agile in responding to a dynamic higher education environment and changing economic conditions.

5. Recommended Master Plan Concept:
 - a. Refine preferred master plan concept based on input from the College community as obtained through presentations to groups identified in step 2, campus-wide meetings, and social media as appropriate.

6. Implementation Strategy:
 - a. Develop sequencing and scheduling plan for the projects included in the proposed Master Plan.
 - b. Refine project cost estimates for the projects included in the proposed Master Plan.
 - c. In conjunction with college administration, develop a funding strategy for each project included in the proposed Master Plan.

The final Master Plan shall be presented to the College's Board of Education for formal approval. The presentation should include hand-out information and a formal Power Point presentation. Interim presentations to update the Board of Education and seek its support at key milestones in the planning process will be scheduled as determined by the College administration and master planning consultant.

Materials to be provided to short-listed firms as necessary and as available include Site plans for all College campuses; Site utility plans; Building inventory, including size and age for all College buildings; Current Space inventory database, including size, area type, and departmental allocation for all rooms in all College buildings; and the 2026 Space Utilization Study.

6. 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 no later than February 19, 2027. Proposals containing earlier completion of the deliverables are acceptable and encouraged.

7. 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.

8. 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 thirty (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 ten (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 C

1. INDEX

ATTACHMENTS

Exhibit A	Evaluation Criteria
Exhibit B	Sample College Contract**
Attachment I	Non-Collusion Affidavit
Attachment II	Resident Bidder Form
Attachment III	Compliance with Tax laws

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

PART II PROPOSAL PREPARATION AND SUBMITTAL

PRE-PROPOSAL MEETING/CLARIFICATION

A pre-proposal meeting and/or site visit is scheduled for this project on April 8, 2026.

This is a **non-mandatory** meeting; therefore, all Proposers are not required to attend the meeting if they intend to submit a proposal.

Questions and requests for clarification regarding this Request for Qualifications must be directed to bidquestions@roquecc.edu

The deadline for submitting such questions/clarifications is 5:00 p.m. on April 21, 2026.

An addendum will be issued no later than seventy-two (72) hours prior to the proposal due date.

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 the College's goals for sustainability, Proposers are encouraged to use submittal materials (i.e. paper, dividers, binders, brochures, etc.) that contain post-consumer recycled products. 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. Project Team (including Project Scope and team member responsibility)
3. Background/ Experience
4. Approach and Schedule
5. Cost Development

Use of Artificial Intelligence in Proposal Preparation

While Proposers may use artificial intelligence (AI) tools in the preparation of proposals, The Proposer remains fully responsible for the accuracy, originality, completeness, and compliance of all submitted materials.

Proposers are required to disclose whether AI tools were used to generate any portion of the proposal and, if so, describe the general nature of such use (e.g., drafting assistance, editing, or data analysis).

The use of AI does not relieve the Proposer of responsibility for ensuring that the proposal does not contain proprietary, confidential, or copyrighted material without proper authorization and complies with all applicable laws, regulations, and solicitation requirements.

EVALUATION CRITERIA

By submitting a response, the Proposer is accepting the terms of this 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 (if applicable) and email address

PART III

PROPOSAL EVALUATION

SECTION A

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 in Exhibit A. The evaluation committee may seek outside expertise, including but not limited to input from technical advisors, to assist in the evaluation 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 may 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 this RFQ.

For contracts over \$250,000, 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.

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

Use of Artificial Intelligence in Proposal Review

The College may utilize artificial intelligence tools to assist with administrative or organizational aspects of proposal review, such as document sorting, formatting checks, or summarization.

Final evaluation, scoring, and award decisions will be made by authorized College personnel. AI tools will not be used as the sole basis for evaluation or selection.

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, at 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.

The proposal and all responses provided by the successful Proposer may become part of the final contract.

2. AWARD PROTESTS

PROTESTS OF CONTRACT AWARDS

Award Protests may only be submitted to the College from Proposers who have submitted a response to a formal solicitation that results in an intent to award a contract.

Protests of the award must be in writing and received by the College within seven (7) calendar days, UNLESS OTHERWISE NOTED in the Solicitation Schedule, following the date the College's Notice of "Intent to Award/Negotiate" was issued. The protest must specifically state the reason for the protest and include all legal and factual information that indicates how the proposer was disadvantaged in the selection process.

No contract will be awarded until the protest has been resolved. Protests received late or after the contract is awarded will not be considered. The College shall create a written opinion on the protest and forward the opinion to the evaluation committee for further action. In the event the evaluation committee determines the protest to be valid, the College shall issue a notice canceling the Notice of Intent to Award.

Decisions of the College are final and will conclude the protest process.

The College will not consider protests regarding irregularities in the solicitation document as those should be addressed during the clarification or question period during the solicitation process. The exercise of judgment used by the evaluators in scoring the written proposals and interviews, including use of AI tools or the use of outside expertise, is not grounds for a protest.

Exhibit A

PLANNING AND DESIGN SERVICES EVALUATION CRITERIA

Proposals will be evaluated based on the following weighted categories:

Evaluation Criteria

Cover Letter

Project Team

Background / Experience

Approach and Schedule

Cost Development

A. Background / Experience 32%

1. Experience of key staff and firm with higher education projects of similar scope and complexity, with emphasis on educational master plan preparation.
2. Demonstrated success on past higher education projects of similar scope and complexity, and meeting schedules.
3. 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 ten (10) years, regardless of the outcome. State whether, during the last ten (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).
4. List and briefly describe three (3) to five (5) relevant College Facilities Master Plans designed by the firm within the last ten (10) years, with respective client references and their phone numbers and e-mail addresses. 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 26%

- 1) Identify the project principal, project manager, key staff and subconsultants and provide their qualifications. Describe how the team's qualifications and experience relate to this project.

Further identify the following:

- a. Qualifications and experience of all key personnel.
- b. Anticipated key staff involvement in project management and on-site presence.

- c. Current projected workloads for key personnel on this project.
- d. Qualifications of sub-consultant(s).
- e. Organizational chart of authority and coordination.

Note: Organizational charts and graphs depicting aspects of the above may be included in the proposal response.

C. Approach and Schedule 21%

1. For the project and services outlined in the RFQ document, please provide a summary on how your team will accomplish the following requirements:
 - a. Data Review and Space Evaluation
 - i. Identify pertinent institutional data and develop methodology for review and assessment.
 - ii. Identify and incorporate the expectation of the College with the surrounding community.
 - iii. Survey existing facilities requiring updating.
 - iv. Develop facility requirements.
 - v. Identify existing and potential financial resources.
 - b. Development of FMP to ensure compliance with all applicable laws and regulations.
 - i. Evaluate and assess potential capital improvements.
 - c. Schedule: Managing the work to meet the established schedule. If proposing firm is not geographically local to the Rogue Valley, describe how coordination and communication will be managed for this project.
 - d. Budget: Managing the work to meet an established budget.

D. Cost Development of Services 21%

The College recognizes that a fee proposal is not part of the RFQ evaluation and selection process. Describe the process that you propose to use to establish a fee for this study.

EXHIBIT B



SAMPLE CONSULTING SERVICES/PROFESSIONAL SERVICES CONTRACT

**PLANNING AND DESIGN SERVICES
FACILITIES MASTER PLAN**

THIS AGREEMENT made this _____ day of _____, 2026, by and between **<Consultant>**, a _____ in the State of Oregon, hereinafter referred to as "CONSULTANT", and Rogue **Community College District**, a political subdivision of the State of Oregon, hereinafter referred to as "COLLEGE".

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.

**Planning and Design Services for new and facility renovation of
FACILITIES MASTER PLAN**

Project Not To Exceed: \$

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** _____ after the date of this Agreement. The services shall be completed in accordance with the schedule developed by the parties hereto and contained in the schedule of performance and all work covered by this Agreement shall be completed **within** _____ from the date of this Agreement.

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 workers 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. Non-Discrimination and 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 RCC community or RCC.

Article 7. 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 8. Independent Contractor Relationship

Both parties always agree that Consultant's relationship to RCC and for the purposes under this agreement is to be that of independent contractor. Neither party's agents, employees, or unpaid students are considered to be agents or employees of the other party, nor are any of the aforementioned entitled to any benefits offered to the other party's employees.

Article 9. 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 thirty (30) days. Under no circumstances shall the cost of the Services exceed the dollar figure stated on the first page of this contract.

Article 10. Payment to Contractor and Extras

Subject to ORS 279C.570 (Progress Payments) and subject to ORS 279C.550 (Retainage), 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 therefore have been authorized in writing in advance.

Article 11. 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 12. 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 13. 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. CONTRACTOR 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 14. Force Majeure

If the performance by either party of any provision of this Agreement (other than the payment for services rendered) 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 15. 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 percent (10%) of the time spent 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 16. 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 (48) 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 (10) 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 plant, 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 17. 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 18. 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 19. 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 20. 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 21. 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 22. 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 23. Intellectual Property, Including but Not Limited to Copyrights

Neither party shall claim any copyright protection for any plans, architectural designs, schematics, reports, maps or other documents produced in whole or in part under this Agreement.

Article 24. 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 25. 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 CONTRACTOR 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 26. 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 27. Notifications

Any notice required to be given pursuant to this Agreement shall be in writing, dated and addressed to the parties as follows:

RCC: Contract and Procurement Office
Rogue Community College
3345 Redwood Hwy
Grants Pass, OR 97527
Procurement@rogucecc.edu

(other)

Article 28. 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 29. 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 30. 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.

Attachment II

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

ATTACHMENT III

**Rogue Community College District
Contract and Procurement Office**
3345 Redwood Hwy
Grants Pass, OR 97527

CONTRACTOR CERTIFICATION OF TAX COMPLIANCE

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: _____ Fax: _____ Email: _____