

June 7, 2018

Karasch & Associates
Attn: Linda Karasch, President
Edward Sarkissian, Sales Manager
1646 West Chester Pike
West Chester, PA 19382

NOTICE TO PROCEED: RFP #1804 Communication Access CART & Typewell Services.

Contract #10432400

Pursuant to this Notice you are to commence work on the above-referenced Contract, effective June 1, 2018, and to perform the Work as stated below:

Perform all Work required, as described in the Contract Documents, known as Communication Access CART & Typewell Services.

Dated this 7 Day of June 2018.

By:



Mariah Martínez
Procurement Analyst
mariah.martinez@chemeketa.edu

cc: Karen Alexander, Director, Student Accessibility Services

June 7, 2018

QuickCaption, Inc.
Attn: Antha A Ward, President
4927 Arlington Avenue
Riverside, California 972504

NOTICE TO PROCEED: RFP #1804 Communication Access CART & Typewell Services.

Contract #10432300

Pursuant to this Notice you are to commence work on the above-referenced Contract, effective May 31, 2018, and to perform the Work as stated below:

Perform all Work required, as described in the Contract Documents, known as Communication Access CART & Typewell Services.

Dated this 7 Day of June 2018.

By:



Mariah Martínez
Procurement Analyst
mariah.martinez@chemeketa.edu

cc: Karen Alexander, Director, Student Accessibility Services



Request for Proposal	
Communication Access CART & Typewell Services	
Proposer	Score
QuickCaption, Inc.	105.98
Karasch & Associates	95.30
Intellitext	83.75
ONE Interpreting	83.45
A La CARTe Connection	76.50
Northwest Classroom Captioning, LLC	74.60



Request for Proposal (RFP)

1804 Communication Access CART & Typewell Services

Issue Date: April 9, 2018

**Due Date/Time: April 23, 2018
2:00 pm, Local Time**



Issue Date: April 9, 2018

Issuing Office: Procurement Services

RFP Coordinator: Mariah Martínez
Procurement Analyst
503.399.5016
mariah.martinez@chemeketa.edu

Technical Contact: Karen Alexander
Director, Student Accessibility Services
karen.alexander@chemeketa.edu

Deadline for Protest of Procurement Process or Solicitation Document: April 13, 2018, no later than 2:00 pm Local Time
See Item #16, "Protest Process" in "Exhibit H - Instructions to Proposers " for additional details

Proposal Closing: April 23, 2018, no later than 2:00 pm, Local Time

Submit Sealed Proposals to: Chemeketa Community College
Attn: Procurement Services
4000 Lancaster Drive NE
Bldg. 2, Rm. 202
Salem, OR 97305

Submit Electronic Proposals to: procurement@chemeketa.edu

Proposal Opening: April 23, 2018, immediately following the Proposal Closing in Bldg. 2, Rm. 202J

WARNING

Unless otherwise indicated herein, this entire Solicitation Document may be obtained from the College's Procurement Services website. If obtaining this Solicitation Document from any source other than the Issuing Office or the College's Procurement Services' website, it is the Proposer's responsibility to ensure a full and complete set of the Solicitation Document has been obtained. Any addenda or clarifications to this Solicitation Document shall be published under the "Other" subtitle located within the "Bid Announcements" section, on the College's Procurement Services website @ <https://www.chemeketa.edu/community-partners/business-opportunities/procurement-services/>. It is the responsibility of each Proposer to check the College's Procurement Services website for any information or Addenda to this solicitation. See Part I.C., General Information, for additional details about addenda timelines.

Proposers are cautioned not to make changes to any of the terms and conditions in this solicitation. Doing so may render an Proposer's Proposal unacceptable and subject to rejection. Questions and comments may be addressed to the RFP Coordinator named above.

The RFP Coordinator is the sole point of contact for this procurement. All communication between the Proposer and the College regarding this solicitation shall be in writing, submitted by e-mail, to the RFP Coordinator at the e-mail addresses listed above. E-mail inquiries shall be identified in the subject line as: RFP #1804 Communication Access CART & Typewell Services. Proposers are to rely on written statements issued exclusively by the RFP Coordinator or Coordinator's designee. Any other communication will be considered unofficial and non-binding. Communications directed to parties other than the RFP Coordinator will have no legal bearing on this RFP or the resulting Contract(s).

The terms "Proposer(s)" or "Proposer(s)" as they appear within this RFP may be used interchangeably and shall mean any/all interested parties submitting proposals in response to this RFP.

For an accommodation based upon a disability-related need please contact Student Accessibility Services at 503.399.5192 or studentaccess@chemeketa.edu.

It is the policy of Chemeketa Community College and its Board that there will be no discrimination or harassment on the basis of race, religion, color, sex, age, national origin, ethnic origin, sexual orientation, gender identity, marital status, citizenship status, pregnancy and related conditions, family relationship, veteran's status, disabilities, tobacco usage during work hours, whistle blowing, victim of domestic violence and genetic information in any educational programs, activities or employment. Persons having questions about equal opportunity/affirmative action should contact the Affirmative Action Officer at 4000 Lancaster Dr. NE, Salem, Oregon 97309-7070, or call 503.399.4784. To request this publication in an alternative format, please call 503.399.5192.

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Part I A - Public Notice

RFP #1804 Communication Access CART & Typewell Services

Chemeketa Community College requests sealed Proposals from qualified Proposers for Communication Access Real-Time Translation (CART) services, or Typewell services, or CART and Typewell services as described in the Solicitation Document on file at the Chemeketa Community College Procurement Services, office of the Business Services Department, Bldg. 2, Rm. 202, 4000 Lancaster Drive NE, Salem OR 97305. Submittal requirements, timelines, and information may be obtained from the current bidding opportunities posted on the college's web site at <https://www.chemeketa.edu/community-partners/business-opportunities/procurement-services/> under "Bid Announcements" or on the Oregon Procurement Information Network @ <http://orpin.oregon.gov/open.dll/welcome>.

RFP Closing date and time and RFP Opening

The RFP Closing date and time is April 9, 2018, no later than 2:00 pm, Local Time. Timely delivery of Proposals shall be determined by the time of receipt by the Procurement Services Office as shown by the date and time endorsed on the envelope by an automatic time clock, endorsed manually by a clerk of the office, or endorsed by the date and time of receipt on an email. Such endorsement shall be conclusive proof of the date and time of receipt of the Proposal. Proposers are cautioned that "late is late." It is the responsibility of the Proposer to allow sufficient time for the hazards of traffic, weather, clearing security, finding parking space, and locating the proper office. Proposals will be opened and the name of Proposers will be publicly read aloud in Bldg. 2, Rm. 202J, immediately after the time set for the close of submission.

Submission of Proposals /Marking of Wrapper and Delivery:

Proposals may be rejected for failure to comply with the law applicable to submission, failure to comply with the rules adopted by the Local Public Contract Review Board concerning the submission of Proposals or failure to comply with the requirements of this Solicitation. Proposals must contain the forms specified in the RFP. Proposers must acknowledge receipt of all addenda.

A Proposal sent by mail, courier, or hand delivery, must be delivered to Chemeketa Community College, 4000 Lancaster Drive NE, Attn. Procurement Services, Bldg. 2, Rm. 202, Salem, Oregon 97305. Submit Proposal in a sealed, opaque (non-transparent), container that is plainly marked: RFP #1804 Communication Access CART & Typewell Services, Closing Date/Time: April 9, 2018, no later than 2:00 pm, Local Time. Include the name and address of the Proposer.

ELECTRONIC SUBMISSIONS ARE ALLOWED. Submit Proposals electronically to procurement@chemeketa.edu. Proposals submitted electronically to any email address other than procurement@chemeketa.edu will be rejected and returned to the Proposer unopened.

The College reserves the right in its sole discretion to waive minor informalities in Proposals submitted provided that such informalities have no effect on price, quality, quantity, fitness, delivery or any matter to be evaluated in making a selection and confer no material advantage on the Proposer whose nonconformity is waived.

Extension of Time for the Submission of Proposals:

The College may in its sole discretion extend the time for the submission of Proposals upon a finding that it is in the interest of the College to do so. Such extension shall be by written Addendum, which may be issued either before or after the time for the submission of Proposals has passed; however, no Addendum extending the time for submission of Proposals shall be issued once any Proposal properly received has been opened.

Residence of Proposer:

ORS 279A.120(1)(b) defines a “resident bidder” as a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid whether the bidder is a “resident bidder” under this paragraph. Proposer shall state on the Response Form whether Proposer is a “resident bidder.”

Firm Proposal:

No Proposer may withdraw its Proposal within sixty (60) days after the hour set for the RFP Closing.

RFP Coordinator: Mariah Martínez, Procurement Analyst, Chemeketa Community College, 503.399.5016

Publication: Chemeketa Community College Procurement Services Website @ <https://www.chemeketa.edu/community-partners/business-opportunities/procurement-services/bid-announcements/> State of Oregon ORPIN Website @ <http://orpin.oregon.gov/open.dll/welcome>

Publish: April 9, 2018

EO/AA/ADA/Title IX institution

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Part 1 B - Campus Access

Accessing the Salem Campus

See Map @ <https://www.chemeketa.edu/locations/salem-campus/> for location, where Proposals are to submitted.

Visitors may pick up free parking permits at the Information and Public Safety Booth in front of the main entrance to Building 2 on the main campus located at 4000 Lancaster Drive NE, Salem, Oregon, or they may obtain a pass at: <http://go.chemeketa.edu/guestparking>.

User Name: 1804, Password: RFP Make sure the permit is visible from the front window of your vehicle. Visitors displaying a parking permit may park in any parking space not designated as disabled or other special use parking.

Part I C - General Information

Tentative Schedule

RFP Released	April 9, 2018
End of Solicitation Protest Period	April 13, 2018
RFP Closing	April 23, 2018, 2:00 pm Local Time
Evaluation of Proposals	April 25 through May 1, 2018
Video Conference or in person Interviews/Presentations (If applicable)	N/A
Intent to Award Issued	May 2, 2018
Board Recommendation	May 16, 2018
Contract Awarded Pending Contract Successful Negotiations - Notice to Proceed Issued	Upon Board Approval

Contractual Process

The College reserves the right to conduct discussions with the highest ranked, eligible Proposer or Proposers and to negotiate: 1) the statement of work; 2) the Contract Price as it is affected by negotiating the statement of Work; and 3) any other terms and conditions reasonably related to those expressly authorized for negotiation in the RFP or Addenda thereto. Negotiations are conducted for the purpose of reaching agreement on final contract terms.

After the most responsive and responsible Proposer has been selected, the contract shall be prepared by the College, reviewed by appropriate staff and/or Board members, and signed as duly authorized. A sample contract, has been provided with this RFP.

If an agreement cannot be negotiated with the most responsive and responsible Proposer within 14 days after the date of the Notice of Intent to Award, or some other timeline as determined by the College, but which shall not be less than 14 days unless mutually agreed upon by the College and the Proposer, the College reserves the right to discontinue negotiations with the highest ranked Proposer and begin negotiations with the next highest ranked Proposer.

Protesting Competitive Range

If a Competitive Range has been established by the College, the College will provide written notice to all Proposers of its intent to engage in discussions with Proposers in the Competitive Range; said notice shall identify those Proposers in the Competitive Range. An ineligible Proposer that has been excluded from the

Competitive Range may protest the College's evaluation and determination of the Competitive Range in accordance with the Chemeketa Community College Rules of Procurement.

If a Proposal has been determined to be outside the Competitive Range, an adversely affected or aggrieved Proposer must exhaust all avenues of administrative review and relief before seeking judicial review of the College's decision.

An Affected Proposer may protest exclusion from the subsequent step of this solicitation only if the Proposer is: 1) Responsible and submitted a Responsive Proposal; and 2) but for the College's mistake in evaluating the Proposer's Proposal, the protesting Proposer would have been eligible to participate in the next step of competition. The Affected Proposer's protest shall be submitted in Writing and must specify the grounds upon which the protest is based.

While Proposals are not subject to disclosure until after the notice of intent to award has been issued, the College will, however, make an effort to make pre-interview scores available upon request

Protest(s) shall be submitted to, and must be received by the Chemeketa Community College Procurement Services Office no later than 4:30 pm, Local Time, within five (5) calendar days of the date of issue appearing on the "Notice to Unsuccessful Proposers," unless the day falls on a Saturday, Sunday, holiday, or a date that the office is closed, in which case the protest must be delivered by the next business day on which the office is open for business. Protest may be faxed to the attention of Mariah Martínez, Procurement Analyst @ 503.399.5038 or emailed to mariah.martinez@chemeketa.edu or delivered to: Chemeketa Community College Procurement Services; Attn: Mariah Martínez, Bldg. 2, Rm. 202, 4000 Lancaster Drive NE; PO Box 14007; Salem OR 97309-7070. It is the Proposer's responsibility to ensure the protest was received in the Procurement Services Office by the deadline. Protest will be promptly reviewed, and the College shall issue a written disposition of the protest within 3 working days of the College's receipt of the protest.

The College's initial Written disposition and findings shall constitute the College's Final Decision and Order, unless the protesting Proposer, within 3 working days of the issuance of the written disposition, files an appeal with the College's Local Contract Review Board (Board of Education), through Miriam Scharer, Associate Vice President, Financial Management.

Protesting Intent to Award

The College will provide written notice to all Proposers in the Competitive Range of its intent to award the Contract to the highest-ranked, most advantageous Proposer. An unsuccessful Proposer may protest the College's intent to award in accordance with the Chemeketa Community College Rules of Procurement.

Proposal/Proposal Rejection and Procurement Cancellation

The College reserves the right to cancel all or any portion of the procurement. In addition, the College reserves the right to reject any or all Proposals and to cancel all or any portion of the procurement.

Proposal Development Costs/Ownership

Submission of an Proposal to the College does not obligate the College to pay any expenses incurred by the Proposer in preparation of its Proposal, nor does it obligate the College in any other respect. The College will not reimburse the cost of a protest. It is a condition of submission that Proposal costs are solely the cost of the Proposer. All Proposals become the property of the College and will not be returned to the Proposer. Proposals that are not opened may be returned to the Proposer or disposed of by the College at the College's discretion once the time to protest the refusal to consider the Proposal has passed.

Public Record

At the conclusion of the selection process, the contents of all Proposals received and opened will be made available for public inspection (ORS 192.410 to 192.505). The College will endeavor to withhold trade secrets or proprietary information that are recognized as such and are protected by law (ORS 646.461 to 646.475), if clearly identified as such in the Proposal submitted.

If an Proposal contains any proprietary information that the Proposer does not want disclosed to the public or to be used by the College for any purpose other than evaluation of their Proposal, each sheet of such information shall be readily separable from the remainder of the Proposal and must be marked with the legend:

“CONFIDENTIAL,” “PROPRIETARY” or “TRADE SECRET”

The legend shall be red in color on original documents and shall appear on each page of the original and any copy in which the information to be protected appears and shall be in block capital letters at least 0.5” in height. Pages shall be marked to indicate the information for which the claim of protection from disclosure is made and to separate the material to be protected from other information appearing on that page. Proposers are cautioned that the information sought to be exempt from disclosure must qualify for exemption under ORS 192.501, ORS 192.502 or another provision of law. The College reserves the right to waive the exemption from disclosure if the exemption is waivable and it is in the public interest to do so. Proposers are further informed that final determinations concerning the withholding of information from public disclosure rest with the District Attorney, the Attorney General or the Courts and not with the College. The College may not disclose information that the law forbids it to disclose and may not withhold information the law requires it to provide. Failure to mark information, documents or data shall be conclusive proof that the Proposer claims no exemption for it.

Proprietary information that the Proposer does not want disclosed to the public and that has been submitted on CD or other format as specified, as a required submittal, shall be submitted on separate CD from that of the remainder of the identical copy of the ORIGINAL Proposal, and shall be marked and labeled with the legend: “CONFIDENTIAL,” “PROPRIETARY” or “TRADE SECRET”

Prices, makes, model or catalog numbers of items Offered, scheduled delivery dates, and terms of payment shall be publicly available regardless of any designation to the contrary. Any response marked as a trade secret in its entirety may be considered non-responsive and may be rejected.

All submissions and additional information, if any, shall become public record after award of Contract.

Prohibited Contact

No person submitting a Proposal and no person on behalf of a Proposer shall give or promise anything of value to any person who is a public official, an employee of the College, a member of its governing body, or a member of any evaluation committee to obtain information or to influence or attempt to influence the decision of that person on anything pertaining to this RFP or any subsequent Contract or subcontract. “Thing of value” includes not only direct gifts or payment but the conferring of a benefit on any such person, person’s relative or other person or entity for purpose of influencing the public official.

No person being an Proposer under this RFP or a bidder or proposer on any subsequent contract or an officer, employee or agent of either shall require any kickback, fee, rebate, deduction or payment from any person to be considered as an employee, subcontractor, supplier, service provider or consultant unless the requirement be authorized by law and the amount duly recorded and paid over to the College or the person or entity entitled to receive it.

No Proposer shall pay or give to any person or entity anything of value for work done on or in connection with the response to this RFP contingent upon the Proposer being selected to proceed to the second step of this procurement. This prohibition does not prohibit the payment of a bonus to an employee of the Proposer under a pre-existing bonus plan and formula nor does it prohibit the Proposer from engaging services to be performed in the future on a bid or proposal or a Contract awarded the performance of which services are contingent upon the Proposer’s success.

Any contact, or attempt to contact, the Evaluation Committee during the RFP evaluation process where it is unsolicited by the Evaluation Committee's members, is grounds for disqualification of your Proposal.

It is not permissible for any Proposer, or any entity working on behalf of a Proposer, to solicit information from any other individual or government source (Federal, State, or local) other than from the official point of contact listed herein. Any unauthorized solicitations for information that are reported are grounds for disqualification of the Proposer's Proposal.

Submission of a Proposal is a representation by the Proposer that the Proposer has not and will not engage in the conduct prohibited.

From the date of issuance of this RFP until the selection of a Contractor is announced, all questions concerning any part of this RFP shall be directed to the RFP Coordinator. The RFP Coordinator is the sole point of contact for this procurement and has the discretion to direct technical questions to the Technical Contact or other appropriate parties at the College.

Piggybacking

Pursuant to ORS Chapter 279A, other public agencies may utilize this Contract. The Proposer has the right to totally exclude all other public agencies from use of this Contract. Any limitations must be clearly submitted with the response to this RFP. Notwithstanding any limitations, it shall be assumed that the Proposer will extend said Contract to all other agencies only in conjunction with the College during the life of this Contract.

Sustainability

The College recognizes that the long-term protection, preservation, and restoration of the natural environment are fundamental to a healthy, safe, learning and working environment. The College is committed to continuously improving the environmental and sustainable performance of its operations and instruction, making the most efficient use of its resources to meet the needs of the present generation without compromising the needs of future generations.

Any products described as "Green products" in this solicitation shall mean "environmentally preferable products." Green products are products or services that have a lesser or reduced effect on human health and the environment, when compared with competing products or services that serve the same purpose. This comparison applies to raw materials, manufacturing, packaging, distribution, use, reuse, operation, maintenance, and disposal.

Oregon Revised Statutes give preference for purchasing recycled materials as long as the costs do not exceed five percent of the cost of non-recycled materials. The statutes also call for the salvage and recycling of materials, where feasible, during the demolition of buildings.

Sustainability purchasing practices may include, but are not limited to, the following:

Energy efficiency (such as Energy Star designation)

Energy conservation

Waste reduction, Packaging reduction

Trade-Ins/Retrievals/Refurbishment of Used Products

Use of Recycled and Recyclable Materials (products, packaging, shipping materials)

Responsible shipping and transportation

Reduced water usage

Reduced paper usage (including e-procurement and e-payment), Recycling

Part I D - Supplemental Conditions

Industry Standards

Contractor to meet the highest standards prevalent in the industry (ORS 279B.060, OAR 137-047-0260(2)(b)(D)).

Acceptance Authority

All work performed under any resultant Contract or any extension thereof must be approved by the Student Accessibility Services Director or their designee.

Renegotiated Contracts for Supplies and Services

Pursuant to OAR 137-047-0800, the College may renegotiate the terms and conditions, including the Contract Price, of a Contract without additional competition and amend a Contract if it is in the best interest of the College subject to the following conditions:

The College must determine that, with all things considered, the renegotiated Contract is at least as favorable to the College as the original Contract; and

The renegotiated Contract will not have a total term greater than allowed in the original Solicitation Document, Contract or approval of a Special Procurement after combining the initial and extended terms. For example, a one-year Contract, renewable each year for up to four additional years, may be renegotiated as a two to five-year Contract, but not beyond a total of five years. Also, if Contracts with a single Contractor are restated as a single Contract, the term of the single Contract may not have a total term greater than any one of the prior Contracts.

If a Contractor Proposals a lower price in exchange for a change in term or condition that was expressly rejected in the original solicitation, the amended Contract may be structured with this changed term as an optional, but not as a mandatory Contract term.

Confidential/Proprietary Information

The Contractor awarded the Contract as a result of this RFP will treat as confidential all the College's information in its possession and will take precautions to not reproduce, copy, duplicate, disclose or in any way treat the information supplied by the College in any manner except as specified by this agreement. The successful Contractor agrees to exercise extreme caution and discretion in safeguarding the College's information and materials.

Financial Stability

The College reserves the right to consider a company or corporation's financial well-being as one of the criteria in making an award. The College reserves the right to investigate and evaluate, at any time prior to award and execution of the Contract, the Proposer's financial responsibility to perform the anticipated Contract.

Submission of a signed Proposal shall constitute approval for the College to obtain any credit report information the College deems necessary to conduct the evaluation. If the College requires additional information from Proposer to ensure Proposer's responsible (ORS 279B.110), or for clarification purposes—not for making material changes—but to assure full understanding of the Proposal (OAR 137-047-0600(2)), the College shall notify the Proposer (s), in writing, of any other documentation required, which may include, but need not be limited to: recent profit-and-loss history; current balance statements; assets-to-liabilities ratio, including number and amount of secured versus unsecured creditor claims; availability of short and long-term financing; bonding capacity and credit information; etcetera. Failure to promptly provide this information shall result in rejection of the Proposal.

The College may postpone the award or execution of a Contract or selection of finalists in order to complete its investigation and evaluation. Failure of an Proposer to demonstrate financial responsibility shall render Proposer non-responsible and shall constitute grounds for Proposal rejection.

Payment Terms

Payments will be made within thirty (30) days of receipt of invoice, or completion of project deliverables, whichever is later.

The Contractor shall receive payments in one of the following two ways:

1. Electronic Direct Deposit (ACH)
 - a. Exhibit I Authorization Agreement and Enrollment Form for Electronic Vendor Payment and Remittance Advice must be completed and submitted after the contract is awarded if this payment method is preferred.
2. Or by College credit card
 - a. The Contractor shall not charge the College any additional fees or penalties for making a credit card payment.

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Part II - Instructions to Proposers/Addenda/Proposal Submittals

Instructions to Proposers

Exhibit H - Instructions to Proposers, is incorporated by reference into this RFP document and subsequent Contract. Each Proposer, by the submission of its Proposal, assents to each and every term and condition set forth anywhere in the RFP and subsequent Contract Documents and agrees to be bound thereby.

In the event of conflict or ambiguity, the more specific requirements of the RFP, excluding the Instructions to Proposals, take precedence over the more general requirements of the Instructions to Proposers.

Addenda

Any Addenda or clarifications to this Solicitation shall be published under the "Other" subtitle located within the "Bid Announcements" section, on the Chemeketa Community College Procurement Services website @ <https://www.chemeketa.edu/community-partners/business-opportunities/procurement-services/bid-announcements/>. It is the responsibility of each Proposer to check for any information or Addenda to this solicitation.

All Addenda, with the exception of Addenda to the Closing date and time, will be issued not less than 72 hours before the specified Closing date and time. Addenda specifically related to the Closing date and time may be issued with less than 72-hours' notice. Failure of any Proposer to receive any such Addenda or interpretation shall not relieve the Proposer from any obligation under its Proposal as submitted.

Proposal Submittal Requirements

RFP Closing date and time: April 23, 2018, no later than 2:00 pm Local Time

Multiple Submittals: Proposers may submit more than one (1) ORIGINAL Proposal; however, each alternative Proposal must be presented as a complete Proposal and will be evaluated independently of any other.

Your response shall be signed by an officer of your firm with the authority to commit the firm.

Proposals, shall be firm and may not be modified or withdrawn, for a period of 60 days after the Closing date. Each respondent may withdraw their Proposal if it has not been accepted within 60 days from the RFP Closing date.

Submittals must be clearly and distinctly typed or written with ink in the English language. No erasures are permitted. Mistakes must be crossed out and initialed in ink by the person authorized to sign the Proposal, otherwise the interlineations may render the proposal non-responsive.

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Proposer's capabilities to satisfy the requirements of the RFP. All materials should be secured by binding or stapling (**3-ring binders are prohibited**). Emphasis should be on completeness, organization, and clarity of content.

Your response must be font size 12 or larger and be contained in a document **not to exceed 15, single-sided pages, on 8.5" x 11, "letter sized" paper** including pictures, charts, graphs, tables and text the firm deems appropriate to be part of the review of the firm's response.

The 15 page limit does not include the College's Exhibits C through F, any required "Attachments" that should be appended to the back of your Proposal, any exceptions taken to sample Contract, a transmittal letter, table of contents, front and back covers, and blank section/numerical dividers.

All responses to "Mandatory Requirements of the Proposal" and "Scored Criteria of the Proposal" shall be in the same ascending, sequential order as listed under their respective sections, beginning with "M1" or "1." as applicable, and each page of the response shall be numbered and dated. For ease in scoring the Proposals, please provide tabs keyed to each of the criterion's numbers. The required Attachments shall be appended to the end of your Proposal.

Submittals shall include:

- Mandatory Requirements of the Proposal (response Exhibit "A")
- Scored Criteria of the Proposal (response Exhibit "B")
- Price Response Form of the Proposal (response to Exhibit C)
- Response Form (response to Exhibit F)
- Required Attachments appended to your response
 - Attachment A – Resumes of Key Personnel
 - Attachment B – References

Submittals shall also include:

- Any exceptions taken to Exhibit G – Sample Contract

Proposer(s) must provide the following if submitting a hard copy Proposal:

One ORIGINAL set of submittals (clearly marked as "ORIGINAL"), in hard copy and one identical copy of the ORIGINAL in pdf format on CD or flash drive and six (6) complete copies of each set in hard copy.

Proposer(s) must provide the following if submitting an Electronic Proposal:

One ORIGINAL set of submittals in PDF format with the document named "*Vendor Name- RFP #1804 Communication Access CART & Typewell Services Proposal-Original*".

Submit Proposals electronically to procurement@chemeketa.edu. Proposals submitted electronically to any email address other than procurement@chemeketa.edu may be rejected and returned to the Proposer unopened.

Due Date/Time: April 23, 2018, no later than 2:00 pm Local Time

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Contract Award(s)

The initial term of the Contract is anticipated to be one year with options to renew up to a maximum of five years.

The College reserves the right to award multiple contracts to provide the services. If multiple awards are made, the College anticipates up to a maximum of four resultant contracts.

In the event multiple Contracts are awarded, the College will use the following methodology to determine from which Contract Awardee to purchase.

The College will determine which Contract Awardee will perform individual projects based on the Contract Awardee's qualifications and hourly fees as stated in their response to the evaluation criteria contained in "Exhibit C Price Response Form."

The College may use the following to assist in the selection of the most appropriate Contract Awardees. Selection may be performed on the following basis:

1. Identify the required services and timing for the services.
2. Compare the identified required services for each service to those of the Contract Awardees Qualifications.
3. Identify and list all qualified Contract Awardees.
4. Contact qualified Contract Awardees in the order, which corresponds to the lowest hourly rate of the service, i.e. the Contractor having the lowest hourly rate for the most prominent service of the service will be contacted first.
5. Rotate through the qualified Contract Awardees list until a Contract Awardee is identified who can meet the required timeline of the service.

Part II A - Scope of Work/Specifications/Evaluation

Definitions of Key Words

"Shall" and/or "Must:" Indicates a mandatory requirement. Failure to materially satisfy these mandatory requirements may result in the rejection of the Proposal.

"Should:" Indicates something that is recommended but not mandatory. If the Proposer fails to provide recommended information, the College may, at its sole option, ask the Proposer to provide the information or evaluate the Proposal without the information.

"May:" Indicates something that is not mandatory but permissible.

Scope of Work/Specifications

Chemeketa Community College (College) Student Accessibility Services (SAS) is requesting Proposals from qualified vendors to provide remote CART services, or Typewell services, or CART and Typewell services at the multiple College locations. Proposer must be able to coordinate services for classes/events remote CART services, or Typewell services, and CART and Typewell services as requested.

The College has a variety of scheduled academic (term long) classes ranging from basic to advance college level including, but not limited to, Spanish, Mandarin, and Japanese. Some of these courses may require transcriber to prepare for demanding course material by pre-reading course materials and learning technical vocabulary and content. Other events include, but are not limited to, meetings, workshops, conferences, presentations, and graduation.

Proposer must have a staff of sufficient size to guarantee uninterrupted service and reasonable continuity of service providers to students enrolled in either classes/events held during the day, evening, or weekends. Proposer will be required to demonstrate that its transcribers have successfully provided the required level of services in a post-secondary institution of higher learning offering multi-discipline coursework. Proposer's staff is to maintain a good working relationship with students, staff and/or agencies as required by this assignment. Proposer will be required to manage attendance of their employee(s) so that services to the student are not interrupted and to withdraw employees from service if requested by the College. Proposer will assume all responsibility, liability, and insurance coverage for staff traveling to and from the scheduled services location, on location site, and scheduled remote services.

Proposer will provide ongoing test calls/demonstrations and technical assistance at no additional charge to the College. Proposer will provide their staff with the necessary software and hardware to provide CART and Typewell services. Proposer's staff will be responsible for setting up and taking down their personal equipment.

Requirements of transcribers for CART services include:

1. Listen to a person's words, inflections and intent, immediately translated, verbatim using steno-writing and real-time captioning software, into readable text.
2. Use the steno-writing machine with real-time cable or Bluetooth connection to a computer and steno computer-aided translation (CAT) software.
3. Possess a working knowledge of word-processing and other applicable software
4. Be familiar with and experienced in a higher education environment.
5. Live Captioning for Streamed Content (i.e. Lecture Capture or Web Conferencing).
6. Provide unedited transcripts within 24 hours or one business day after the class.

Requirements for transcribers for Typewell services include:

1. Provide in-class speech-to-text communication services using Typewell abbreviation software.
2. Transcribe meaning-for-meaning for students in college classes and/or laboratories, which may require presentation and exchange of highly complex and technical information.
3. Assess student needs and the transcribing situation before and during assignments and make adjustments as needed.
4. Provide transcripts within 24 hours or one business day after the class.

Scheduling:

Scheduling for services is to be completed by emailing or by calling the designated contact with event details. Events may be scheduled up to 24 hours prior to the event and scheduling and transcribers must be accessible 24/7/365. Events scheduled with less than 24 hour notice may incur additional fees as outlined in the contract agreement. All requests for services will be acknowledged, scheduled, and confirmed by email.

Cancellation:

1) Cancellations

- i) Transcriber shall contact SAS regarding any cancellations including but are not limiting to, student no show, classes canceled at the last minute, and announcements that class will be canceled on a specific date in the future
- ii) If transcriber receives notice during a class of a future cancellation (from either the student or instructor), it is the transcriber responsibility to report the cancellation to the SAS
- iii) Classes shall be considered canceled if Proposer receives notification more than 24 hours prior to the class being scheduled
- iv) Classes canceled more than 24 hours prior to the scheduled class shall not be billable
- v) Classes canceled less than 24 hours prior to the scheduled class shall be paid in full

2) Inclement Weather

- i) Cancellations for inclement weather or emergency closures during which the school or location of the class/event is closed shall not be billable regardless of the length of the notification period.

Onsite Travel:

1) Travel

- i) Transcribers may be expected to travel to provide services at Salem Campus, located at 4000 Lancaster NE, The Yamhill Campus, located at 288 Norton Lane in McMinnville, at centers or specialized educational facilities located in Salem, Dallas, Brooks, Woodburn and Stayton, or at any location which the College may develop in the future.

2) Travel Expenses

- i) Mileage will be paid from home to class/event location and back home at the IRS annually approved standard mileage rate. Published at <https://www.irs.gov/>
 - a. If travel time exceeds one hour, the College will pay hourly rate plus mileage.
 - b. If travel time is under one hour, only mileage rate will be paid.

Remainder of page intentionally left blank

Evaluation

Proposals will be opened by the College and examined for compliance with the requirements of this RFP. Proposals that do not comply, are not timely delivered or are improperly marked may be rejected without further consideration.

Proposers must respond and return the required forms with their Proposal following the format of the forms included with this RFP. Failure to respond to any or all parts of the questionnaires, checklists, response forms, and attachments, may result in the College determining the Proposal to be nonresponsive.

The Procurement Services staff will examine the Proposals to determine whether all Mandatory Requirements have been met by the Proposer. Only those Proposals, which appear to materially satisfy all Mandatory Requirements will be further considered. Failure to respond to any or all parts of the Mandatory Requirements of the Proposal may result in disqualification

The names of the Proposers, whose Proposals are to be considered, will be announced. Those whose Proposals are deemed noncompliant will be informed.

Proposals that appear to materially satisfy all Mandatory Requirements will be submitted to the Evaluation Committee (Committee) for scoring based upon the Scored Criteria identified in this RFP.

The Committee will consist of not less than 3 and not more than 12 persons. The Committee may include officers or employees of the College, persons from the community, design professionals or persons with other expertise. No person who's closely affiliated with an Proposer or who's participated in any way in the preparation of an Proposal may serve. The Committee may call upon the resources of the College as necessary for technical information or for advice on the interpretation or legal effect of information before it. Members of the Committee and/or Procurement staff may check references or confirm information provided as requested by the Committee.

The selection process will be based on the information submitted, obtained, received, presented, found, and heard in response to this RFP. The College will be the sole judge of the merits of each Proposer's submission.

Each member of the Committee shall evaluate each Proposal that is eligible to be evaluated. No member of the Committee may discuss an evaluation with an Proposer however the Committee members may discuss evaluations with one another.

Evaluation and scoring of Proposals will be conducted using a juried process. Committee members will independently evaluate the Proposals and assign preliminary scores. The Committee will then meet to discuss their preliminary scores. Committee members may revise their scores based on the information shared. Computation of the final scores will follow the discussion.

Assigning Points

The evaluator may assign points by category without regard to attribution to individual Scored Criteria within the category. Fractional points may be awarded. The Committee will use the following scoring guidelines to determine which Proposal best meets the College's needs. Points for Scored Criteria will be awarded as follows for each Category;

- Five Points:** Excellent
Provides lots of good material and discusses different approaches. Submission exceeds expectations, excellent probability of success and in achieving all objectives. Very innovative.
- Four Points:** Above average; exceeds minimum in some areas.
Very good probability of success. Achieves all objectives in reasonable fashion.
- Three Points:** Acceptable; meets minimum requirements.
Has reasonable probability of success. Some objectives may not be met.
- Two Points:** Fair; partially unresponsive.
Falls short of expectations and has a low probability of success.
- One Point:** Inadequate; fails to meet perceived needs.
Submission fails to meet requirements and the approach has no probability of success.
- Zero Points:** Nonresponsive; not addressed in proposal.

In addition to the score achieved by the Proposer for each scored criteria, a weight assigned to the criteria is used to determine the final score for that category e.g., 3 points for an “acceptable” response is then multiplied by the weight (5) to equal a score of 15. There’s a maximum of 100 total points available.

Competitive Range

If a Competitive Range is established, the College will provide written notice to all Proposers of its intent to engage in discussions with Proposers in the Competitive Range; said notice shall identify those Proposers in the Competitive Range. The College may increase the number of Proposers in the Competitive Range if the College’s evaluation of Proposals establishes a natural break in the scores of Proposers indicating a number of Proposers greater than the initial Competitive Range are closely competitive, or have a reasonable chance of being determined the best Proposer after the College’s evaluation.

Notwithstanding the foregoing, however, in instances in which the College determines that a single Proposer has a reasonable chance of being determined the most Advantageous Proposal, the College need not determine or rank Proposers in the Competitive Range (OAR 137-047-0261(6)(a)(A)).

Interview/Presentation

On the basis of the evaluation, the College may extend an invitation for an interview/presentation to any Proposer in the Competitive Range.

If interviews/presentations are conducted for the top ranked Proposers, the College will use the interview/presentation for clarification purposes and increase or decrease the marks originally awarded. The interview/presentation is not an opportunity for Proposers to submit new information or modify an already submitted Proposal. The Committee will use predetermined, consistent questions, in order to receive reliable and objective information about service, support, reliability, etc. Information provided by the Proposer during the interview, either verbally or in writing, shall be appended to the written Proposal and may become a part of the Contract.

The College reserves the right to videotape or record the interview/presentation. Any such recording shall become public record subject to disclosure, unless other exempted in law.

Remainder of page intentionally left blank



Exhibit A Mandatory Requirements

The following constitute the Mandatory Requirements. Proposals failing to materially satisfy all "Mandatory Requirements" will be rejected as non-responsive. You must respond to each criterion in numerical order. For ease in scoring the responses, please provide tabs keyed to each of the following criteria numbers

Item #1 - Proposal Submittal Requirements

Proposer(s) must provide the following if submitting a hard copy Proposal:

1. One ORIGINAL set of submittals (clearly marked as "ORIGINAL"), in hard copy and one identical copy of the ORIGINAL in pdf format on CD or flash drive.
2. Six complete copies of each set in hard copy.

Proposer(s) must provide the following if submitting an electronic Proposal:

1. One ORIGINAL set of submittals in PDF format with the document named "Vendor Name RFP #1804 Communication Access CART & Typewell Services Proposal-Original".
2. Submit Proposal electronically to procurement@chemeketa.edu. Proposals submitted electronically to any email address other than procurement@chemeketa.edu may be rejected and returned to the Proposer unopened.

For Official Use Only

Pass

Fail

Item #2 - Required Exhibits/Attachment Submitted

Required Exhibits	Yes	No
Mandatory Requirements of the Proposal (response to Exhibit "A")	<input type="checkbox"/>	<input type="checkbox"/>
Scored Criteria of the Proposal (response to Exhibit "B")	<input type="checkbox"/>	<input type="checkbox"/>
Price Response Form of the Proposal, (response to Exhibit "C")	<input type="checkbox"/>	<input type="checkbox"/>
Response Form (response to Exhibit "F")	<input type="checkbox"/>	<input type="checkbox"/>
Required Attachments	Yes	No
Attachment A Resumes of Key Personnel	<input type="checkbox"/>	<input type="checkbox"/>
Attachment B References	<input type="checkbox"/>	<input type="checkbox"/>

Item #3 Contract

	Yes	No
<p>The RFP contains a SAMPLE Contract. The Proposer is instructed to review the draft Contract and identify in its Proposal those clauses that are unacceptable to the Proposer, the reasons or problems with those clauses, and alternatives that are acceptable to the Proposer. Only those clauses identified by the Proposer with the submission of its Proposal are subject to Contract negotiations. If negotiations cannot be concluded with the most responsive and responsible Proposer within 14 days after the date of the Notice of Intent to Award, or some other timeline as determined by the College, but which shall not be less than 14 days unless mutually agreed upon by the College and the Proposer, the College reserves the right to discontinue negotiations with the highest ranked Proposer and begin negotiations with the next highest ranked Proposer. Have any exceptions been taken?</p>	<input type="checkbox"/>	<input type="checkbox"/>

Item #4 References

	Yes	No
<p>In <i>Attachment B References</i>, provide a minimum of three (3) references, at least one local (Oregon, Washington) and one nation-wide if applicable, where work was performed within the last two (2) years, that you judge to be of relevant scope and complexity. Include the name, position, telephone number, and e-mail address of a contact person.</p> <p>Those Proposer(s) earning the highest points for the Scored Criteria, may have their references checked and assessed against the established evaluation criteria contained herein. <i>To obtain a fair and objective evaluation of references, if more than one Proposer's references are checked, the College reserves the right to score the reference checks. A maximum of 3 points/reference, for three references, may be awarded (possible points 9). Points awarded will be added to the Proposer's Proposal score. Points awarded will be based on the first three references responses that can be obtained.</i></p> <p>References to entities which are owned by the Proposer, or are owned by an entity which also owns a significant interest in the Proposer, are not acceptable and do not comply with the requirement of this subsection.</p> <p>The College will not enter into Contract negotiations with any Proposer whose references are found to be unsatisfactory; negative comments may be reviewed by the Proposer, at the College's discretion.</p> <p><i>The College reserves the right to investigate and consider all information provided in response to this RFP, including, without limitation: any customer references, whether or not furnished by the Proposer; past performance of any Proposer with respect to its successful performance of similar contracts; compliance with specifications/contractual obligations; and Proposer's completion or delivery of a product/service on schedule.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>

<i>For Office Use Only</i>	<i>Pass</i>	_____	<i>Fail</i>	_____
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End of Mandatory Requirements, continue to next page



Exhibit B Scored Criteria

The following questions constitute the Scored Criteria of the RFP. Your response shall be based on the Scope of Work in **Part II A - Scope of Work/Specification/Evaluation** and **Exhibit A Mandatory Requirements, Item #2 - Required Exhibits/ Attachments Submitted**. Points will be awarded based on the information submitted in response to this Scored Criteria and the Pricing Proposal. The College will be the sole judge of the merits of each Proposer’s submission.

Respond to each criterion in numerical order. For ease in scoring the responses, please provide tabs keyed to each of the following criteria numbers. Attach the required Attachments to the end of your Proposal.

There are a total of 100 points available.

Item #1 – Company Profile, Qualifications, Training			
Points Possible 0 to 5	Weight	5	Total
<ol style="list-style-type: none"> 1. Company Profile, Experience, and Resources: Identify the Proposer’s primary service office. Describe the Proposer’s experience and expertise in providing CART services, or Typewell services, or CART and Typewell services, and how it applies to the outlined scope of work required. Including the Proposer’s depth of resources and experience in serving clients of similar size and activities. 2. Service Team Qualifications: Provide an organizational chart outlining the proposed service team. In <u>Attachment A Resumes</u>, provide names, titles, roles, responsibilities, and individual qualifications, including length of service in the industry and company, for each of team member involved in providing services to the College. 3. Key Personnel: The College requires that the key personnel performs their respective roles through the duration of the contract resulting from this RFP. No substitutions of key personnel identified in the response to this section of the RFP shall be permitted without the express written permission of the College. <ol style="list-style-type: none"> a. Describe the course of action that will be taken should the identified the key personnel terminate services with the Proposer or be unacceptable to the College. 4. Training: Describe training/supervision the company provides to staff to be successful in providing services described in this RFP. 			

Continue to next page

Item #2 – Services and Service Delivery

Points Possible 0 to 5

Weight

9

Total

1. Describe how your company will provide CART services, or Typewell services, or CART and Typewell services as defined in the Scope of Work.
2. Providing sufficient notice, can your firm dedicate a minimum of:

	Yes	No
15 *hours per week for CART services	<input type="checkbox"/>	<input type="checkbox"/>
12 *hours per week for Typewell services	<input type="checkbox"/>	<input type="checkbox"/>
27 *hours per week for CART and Typewell services combined	<input type="checkbox"/>	<input type="checkbox"/>

*Hours maybe spread across multiple locations
3. What is the firm’s process for teaming? How does your company determine the most effective way to address a student’s unique needs?
4. What is the firm’s process on preparation time? How do your transcribers prepare for all courses, but specifically for courses with demanding material? Does the firm considered preparation time as part of the transcriber’s assignment?
5. What are the minimum technical support services provided to a customer? Describe any additional technical support services available.
6. What hardware and/or software are utilized to provide CART services, or Typewell services, or CART and Typewell services?
7. Describe the setup and connection process for remote CART services, or Typewell services, or CART and Typewell Services.

Item #3- Sustainability

Points Possible 0 to 5

Weight

1

Total

Provide a full description of your Proposer’s program(s) that address and promotes sustainability including environmental stewardship, economic sustainability, and social justice.

Continue to next page

Item #4 - MWESB

Points Possible 0 to 5

Weight 1

Total _____

The College strives to ensure all citizens have equal access to share and prosper in public contracting opportunities. The College has a responsibility to ensure that its bidding and contracting procedures are just and inclusive, that these processes produce outcomes that reflect the diversity found in the greater Salem area and the community college district, and result in jobs for Minority, Women, and Emerging Small Businesses (M/W/ESB). Describe your Companies M/W/ESB Outreach and Utilization Plan.

Item #5 – Cost (see Exhibit C: Pricing Response Form)

Points Possible 0 to 5

Weight 4

Total _____

Distribution of cost points will be based on the following formula

Cost = (A/B) Multiplied by N

A= Cost of lowest valid proposal

B= Cost of proposal being scored

N= Points available (20) per category

Item #6 – NOT SCORED: Value Added Options

Optional Services and Products Available for an Extra Fee

Identify the types of services or products your company will make available to the College for an additional fee; include the current fees for services and products. Proposer may include any relevant services or products that could be provided to the College, which are not priced in the Proposal to this RFP. Provide prices, in U.S. dollars, for the services proposed.

Services	\$	

Continue to next page

Item #7 – NOT SCORED:

Additional Information

Provide any additional information that is important to your Proposal for CART services, or Typewell services, or CART and Typewell Services.

Total Points Possible 100

Total Points Scored _____

End of Scored Criteria



Exhibit C Pricing Response Form

No Guaranteed Volume of Work: Work will be assigned for each project based on the College’s need. In the last year the College spend approximately \$65,000, however, the College makes no guarantee, express or otherwise, as to the volume of Work anticipated to be made against the Contract resulting from this RFP. Expenditures are anticipated to vary considerably based on the variety of College academic classes, meetings, events, and amount of users requesting service.

CART Services		
Description of Services	Hourly Rate	
Remote CART Services	Standard:	\$
	Teamed Assignments	\$
Remote Evening CART Services	Evening	\$
	Teamed Assigned	\$
Remote Weekend CART Services	Weekend	\$
	Teamed Assigned	\$
Edited Transcript fees:	\$	
*Provide the minimum billing timeframe for CART Services		

Continue to next page

Typewell Services

Description of Services	Hourly Rate	
Remote Typewell Services	Standard:	\$
	Teamed Assignments	\$
Remote Evening Typewell Services	Evening	\$
	Teamed Assignments	\$
Remote Weekend Typewell Services	Weekend	\$
	Teamed Assignments	\$
Edited Transcript Fee	\$	
*Provide the minimum billing timeframe for Typewell Services		

**After the minimum timeframe has been met, the College will pay in 15 minutes increments for both CART and Typewell services.*

Payment Method

The College preferred methods to expediate payment are either by college credit card or by direct deposit. Please indicate Contractor performance for payment by checking the box below:

Credit Card: Contractor shall not charge College any additional fees or penalties for making credit card payment

Direct Deposit: If the credit card payment is not feasible, please complete an Authorization Agreement and Enrollment Form for Electronic Vendor Payment Remittance Advice in ***Exhibit I*** and submit after contract award.

The undersigned has read and understands all conditions and terms of this RFP, is authorized to submit this Proposal, and hereby proposes to provide/perform the products/services as indicated on **Part II A - Scope of Work/Specifications/Evaluation** and in the Proposer's response to **Exhibit B Scored Criteria**.

Bidder (Entity's name): _____

DBA (if any): _____

Authorized Signature: _____ **Date:** _____

By (print name): _____ **Title:** _____

Bidder Address: _____

(Number & Street)

(City)

(State)

(Zip Code)

Phone Number: _____ **Fax Number:** _____

E-Mail Address: _____

Oregon Business Registration

Oregon law requires people and businesses transacting business in Oregon under an assumed name to register it as a public record with the Oregon Secretary of State. Please indicate your business' current registration type with an "X" in the appropriate space:

- Corporation Professional Corporation Partnership Limited Partnership
- Limited Liability Company Limited Liability Partnership Sole Proprietorship
- Other _____

Registration No. _____

Oregon Reciprocal Preference Law

(ORS 279.029): In compliance with ORS 279.029, each bidder must state in its proposal whether it is a resident or non-resident bidder. Bids that fail to provide this information will be considered nonresponsive and may be rejected.

Definition of Resident Bidder

A bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid whether the bidder is a "resident bidder."

Definition of Non-Resident Bidder A bidder who is not a resident bidder as defined above.

Indicate by an "X" in the appropriate space whether you are an Oregon resident bidder or Non-Resident Bidder:

Oregon Resident Bidder **Non-Resident Bidder:**

If a Non-Resident Bidder, indicate the state where the bidder resides and the % discount given by that state:

State: _____ **Preference Discount (percentage):** _____ %

The preference discount listed must be specifically for the type of product work or service bid. In determining the lowest responsible bidder, this percentage will be added to bids of non-resident bidders that are given a preference discount.

The laws of the State of Oregon governing public improvement contracts and public contracts may be obtained from the following website: @ http://www.leg.state.or.us/bills_laws/

The Undersigned certifies that this Proposal has been arrived at independently, without consultation, communication, collusion designed to limit independent bidding or competition, or agreement as to any matter relating to this Proposal that would in any way interfere with fair competition except as otherwise

The Undersigned certifies that prices submitted herein have been arrived at in an entirely independent and lawful manner by the Offeror without consultation with other Offerors or potential Offerors or foreknowledge of the prices to be submitted in response to this solicitation by other Offerors or potential Offerors on the part of the Offeror, its officers, partners, owners, providers, representatives, employees or parties in interest, including the affiant.

The College will in no case be responsible for any loss for any unanticipated costs which may be suffered by the Contractor as a result of the Contractor's failure to fully inform himself/herself in regard to all conditions pertaining to the completion of the contract.

Any notice required to be given the College under the Contract Documents shall be sufficient if given in writing, by first class mail, to Chemeketa Community College, PO Box 14007, Salem, OR 97309-7070, and addressed to the attention of: Miriam Rozin, Director, Business Services, Chemeketa Community College, 4000 Lancaster Drive NE, PO Box 14007, Salem, Oregon 97309-7070. Any notice required to be given the Contractor under the Contract Documents shall be sufficient if given in writing, by first class mail, to the address written below and addressed to the attention of the Contractor's authorized representative as it appears below.

The undersigned and each person signing on behalf of the Offeror certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of the Chemeketa Community College Board of Education or College officer, employee, or person whose salary is payable in whole or in part by Chemeketa Community College, has a direct or indirect financial interest in the award of this Bid, or in the services to which this Offer/Proposal relates, or in any of the profits, real or potential, thereof, except as noted otherwise herein.

The Undersigned certifies that it has not and will 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 or against a business enterprise that is owned or controlled by or that employs a disabled veteran. (OAR 137-046-0210)

Proposals submitted by firms under "joint venture" arrangements or other multi-party agreements must submit a power of attorney delegating authority to one principal with authority to negotiate and execute any/all Contract Documents resulting from negotiations/award of this RFP and its subsequent Contract.

Signature required on next page

I have read and understood the attached Solicitation Document and agree to abide by and fulfill its requirements if awarded the Contract as a result of this proposal.

Bidder (Entity's name): _____

DBA (if any): _____

Authorized Signature: _____ **Date:** _____

By (print name): _____ **Title:** _____

Bidder Address: _____
(Number & Street)

_____ (City) _____ (State) _____ (Zip Code)

Phone Number: _____ **Fax Number:** _____

E-Mail Address: _____



Exhibit G Sample Contract

Business Services Department/Procurement Services - P.O. Box 14007, Salem, OR 97309-7070

Phone: 503.399.5014 - Fax: 503.399.5038 – E-Mail: procurement@chemeketa.edu

CONTRACT FOR PERSONAL/PROFESSIONAL SERVICES

Name of Service

Contract No: 10XXXX00

1) Parties to the Contract

This Contract is by and between Chemeketa Community College hereafter known as College, and XXX hereafter known as Contractor.

2) General Terms and Conditions

This Contract is subject to and shall be performed in accordance with the College's General Terms and Conditions for Personal/Professional Services Contracts (General Conditions) posted on the Colleges Procurement Services website at: <http://www.chemeketa.edu/busprofession/procurementservices/supplierinformation/> and which are incorporated into this Contract by this reference and shall be considered part of this Contract. Contractor acknowledges reviewing and accepting the General Conditions. No amendments to the General Conditions are effective unless in writing. A paper copy or electronic file copy may be made available upon request.

3) Contract Documents and Order of Precedence

The Contract Documents consist of the following documents which are listed in descending order of precedence:

This Contract;
General Conditions as described herein;
Amendments to this Contract, if any;
Attachments and Exhibits to this Contract, which are incorporated by reference and/or attached, including:

Attachment A – Statement of Work/Consideration and Exhibits to Attachment A if listed
Attachment B – Insurance and Supplementary Contract Conditions for Personal/Professional Services
Attachment C (by reference) - Other Documents if listed including, but not limited to, applicable Solicitation Document, Addenda, and Contractor's Response to Solicitation Document.

A conflict in the Contract Documents shall be resolved in the priority listed above and with this Contract taking precedence over all other documents. The Contract Documents are the entire Contract between the parties and shall supersede any prior representation, written or oral.

4) Independent Contractor Status

Contractor certifies Contractor meets all applicable requirements for Independent Contractor status. Contractor is not an officer, employee or agent of College as those terms are used in ORS 30.265.

Contractor shall furnish College with a Request for Taxpayer Identification Number and Certification (W9). If Contractor is a foreign person, and an exemption from Federal Withholding tax is claimed, a Certificate of Foreign Status (W8) shall be furnished to College. College will withhold all appropriate taxes from payments made to Contractor until exemption from Federal Withholding Tax can be verified.

If not a corporation, Contractor certifies that Contractor’s not presently, nor has been, an employee of College during the calendar year in which services are being provided. Contractor agrees to notify College should this status change during the term of this Contract.

5) Purpose of Contract/Consideration

Parties concur that the purpose of this Contract is for Contractor to provide the Work as described in Attachment A, Statement of Work/Consideration. College agrees to pay Contractor according to the payment schedule set forth in Attachment A.

6) Term and Termination

- a) Parties agree that the term of this Contract shall commence MONTH DAY, 20XX upon the date of last signature by all parties and shall continue through MONTH DAY, 20XX unless earlier terminated or later extended as provided herein.
- b) This Contract may be terminated by mutual consent of both parties at any time or by either party upon 30 days’ notice, in writing, and delivered by mail or in person. Any such termination of this Contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

At the discretion of College, and upon mutual agreement of the parties, this Contract is renewable each year for up to XXX (X) additional years, but not beyond a total of five (5) years.

i) Or a total term greater than allowed in the Solicitation Document.

- c) College may terminate this Contract effective upon delivery of written notice to Contractor as provided in the General Conditions referenced herein.
- d) Any such termination of this Contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

7) Compliance with Family Educational Rights and Privacy Act (FERPA) and College Privacy Policies

Contractor shall maintain the confidence of student educational records in accordance with FERPA, 20 U.S.C. § 1232g; 34 C.F.R. Part 99, OAR 581-021-0220 through 581-021-0440 and OAR 589-004-0100 through 589-004-0750.

- a) Confidential Information. Contractor (and any affiliates, employees and agents to whom it has disclosed Confidential Information) may use confidential information only to fulfill its obligations to College under this Agreement, while using reasonable care to protect it. Contractor is responsible

for any actions of its affiliates, employees and agents in violation of this section.

- b) Required Disclosure. Each party may disclose the other party's Confidential Information when required by law but only after it, if legally permissible: (1) uses commercially reasonable efforts to notify the other party; and (2) gives the other party the chance to challenge the disclosure.
- c) FERPA. The parties acknowledge that (1) College Data includes FERPA records; Contractor will be considered a "School Official" (as that term is used in FERPA and its implementing regulations) and will comply with FERPA.

8) Certification of MWESB/DBE Status

To assist the College in gathering data with regards to federal and/or state laws and local requirements, you are required to answer the following question:

Is your firm currently either an enterprise certified by the State of Oregon's Department of Consumer and Business Services, Office for Minority, Women, and Emerging Small Business (OMWESB), based on ORS 200.005, or a Disadvantaged Business Enterprise certified under the federal criteria set out in 49 CFR 26 and OAR 445-050-0020?

- No, Not Applicable
- Yes, MWESB Status Certification Date _____ and/or
- Yes, DBE Status Certification Date _____

9) Subcontractors

Contractor shall identify, and is required to receive prior written approval from College, before the Work begins, of all proposed subcontractors which will provide Work under this Contract. Although approval shall not be unreasonably withheld, College reserves the right to approve or disapprove all proposed subcontractors. If subcontractors are used, completion and submission of the Subcontractor Tracking Form is a condition of payment. This form is posted on the college's Procurement Services website at: <http://www.chemeketa.edu/busprofession/procurementservices/supplierinformation/>

10) Amendments

The terms of this Contract shall not be waived, changed or supplemented except by written amendment signed by the parties to this Contract.

11) Ownership of Work Product

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

modifications.

12) Merger Clause

Parties concur and agree that this Contract constitutes the entire Contract between the parties. No waiver, consent, modification or substitution to the terms of this Contract shall bind either party unless in writing and signed by both parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. Parties, by the signatures below of their authorized representatives, hereby agree to be bound by its terms and conditions.

13) Assignment

Contractor shall not assign or transfer its interest in this Contract without the express written consent of College.

14) Notices

a) Any legal notice required to be given the College under this Contract shall be sufficient if given, in writing, by first class mail, delivery service or delivered in person to Chemeketa Community College, Attention: Associate Vice President, Financial Management, PO Box 14007, Salem, OR 97309-7070. Such notice shall also be delivered via e-mail to the Procurement Services mailbox: procurement@chemeketa.edu.

b) Any legal notice required to be given Contractor under this Contract shall be sufficient if given, in writing, by first class mail, delivery service or delivered in person to the contact person listed below or as otherwise designated herein.

15) Contact Persons

College

Contractor

NAME IN CAPS
TITLE, DEPARTMENT NAME
CHEMEKETA COMMUNITY COLLEGE
PO BOX 14007
4000 LANCASTER DR NE
SALEM, OR 97309-7070
Office: 555.555.5555, Mobile: 555.555.5555,
Fax: 555.555.5555
Email: xxx@chemeketa.edu

NAME IN CAPS
TITLE, DEPARTMENT NAME
CONTRACTOR BUSINESS NAME
CONTRACTOR PO BOX
CONTRACTOR STREET ADDRESS
CITY, STATE, XXXXX
Office: 555.555.5555, Mobile: 555.555.5555,
Fax: 555.555.5555
Email: xxx@xxxxxx.com

Signatures

This Contract and any changes, alterations or amendments will be effective when approved in writing by the authorized representative of the parties hereto as of the effective date set forth herein.

In witness whereof, the parties hereto have caused this Contract to be executed on the date set forth below.

College

Contractor

(Signature) (Date)
Miriam Scharer
Associate Vice President, Financial Management

Or

(Signature) (Date)
Rebecca L. Hillyer
General Counsel

(Signature) (Date)

Name (Typed or Printed)

(Signature) (Date)
Other Signature (If required by Contractor)

It is the policy of Chemeketa Community College and its Board that there will be no discrimination or harassment on the basis of race, religion, color, sex, age, national origin, ethnic origin, sexual orientation, gender identity, marital status, citizenship status, pregnancy and related conditions, family relationship, veteran's status, disabilities, tobacco usage during work hours, whistle blowing, victim of domestic violence and genetic information in any educational programs, activities or employment. Persons having questions about equal opportunity/affirmative action should contact the Affirmative Action Officer at 4000 Lancaster Dr. NE, Salem, Oregon 97309-7070, or call 503.399.4784. To request this publication in an alternative format, please call 503.399.5192

Exhibit H Instructions to Proposers

INSTRUCTIONS TO OFFERORS

Chemeketa Community College
4000 Lancaster Drive NE
P.O. Box 14007
Salem, Oregon 97309-7070

For a disability-related accommodation, please contact Disability Services at 503.399.5192 (TTY/voice), at least five working days in advance.

1. Definitions

As used in the Contract Documents, unless the context requires otherwise:

- A. **“Addendum” or “Addenda”** means an addition or deletion to, a material change in, or general interest explanation of a Solicitation Document. Addenda shall be labeled as such and distributed to all interested persons in accordance with these rules.
- B. **“Alternates”**: An Alternate Bid (or Alternate), is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents is accepted by the Owner. Any or all Alternates may be accepted or rejected in any order, unless otherwise indicated.
- C. **“Award” or “Intent to Award”** means, as the context requires, either the act or occurrence of the College’s identification of the Person with whom the college will enter into a Contract following the resolution of any protest of the College’s selection of that Person, and the completion of all Contract negotiations.
- D. **“Base Bid”**: The Base Bid is the sum stated in the Bid for which the Bidder offers to perform all the Work shown and described in the Bidding Documents as a lump sum bid, to which Work may be added or deducted for sums stated in Alternate Bids, if any.
- E. **“Bid”** means a competitive offer in response to an Invitation to Bid in which price, delivery (or project completion), and conformance to specifications will be the predominant award criteria.
- F. **“Bidder”**: An individual, firm, or corporation who submits a Bid in response to the College’s Invitation to Bid.
- G. **“Bidding Documents”**: Bidding Documents include, but are not limited to, the Advertisement for Bids, Instructions to Bidders, Bid Form, the Form of Bid Bond (if required), and the proposed Contract Documents, including any Addenda issued prior to receipt of bids. All requirements and obligations of the Bidding Documents are hereby incorporated by reference into the Contract Documents and are binding on the Successful Bidder(s) upon award of the Contract.
- H. **“Bidding/Proposing Period”**: means the span of time between the date of the Solicitation Document and the time and date set for receipt of Offers. The time period shall be stated in the Solicitation Document. Generally a period of fourteen (14) calendar days shall be provided, but in no case shall the time provided be less than five (5) calendar days.
- I. **“Business Services Director”**: means Julie Huckestein or her duly appointed successor.

- J. **“Chief Financial Officer”** means Julie Huckestein or her duly appointed successor.
- K. **“Closing”**: The date and time specified in the College’s Solicitation Document as the deadline for submitting Offers.
- L. **“Code”** means the Public Contracting Code, as defined in ORS 279A.010.
- M. **“College”**: See definition of the “Owner” under general conditions of the contract for construction. For non-construction contracts, the term “Owner” shall be synonymous with “College” or “Chemeketa Community College” and shall mean the “Owner” or the “Owner’s authorized representative.”
- N. **“Competitive Range”** means the Offerors with whom the College will conduct discussions or negotiate if the College intends to conduct discussions or negotiations in accordance with its own rules.
- O. **“Competitive Sealed Bidding”** means the issuing of Invitations to Bid, which follow the formal process for advertising, submitting bids, and conducting of public bid openings as required by ORS 279B.055.
- P. **Competitive Sealed Proposals”** means the issuing of Request for Proposals, which follow the formal process for advertising, submitting proposals, and conducting of public openings as required by ORS 279B.060.
- Q. **“Contract”** means a “Public Contract,” as defined in ORS 279A(1)(z), a sale or other disposal, or a purchase, lease, rental or other acquisition, by a contracting agency of personal property, services, including personal services, public improvements, public works, minor alterations, or ordinary repair or maintenance necessary to preserve a public improvement. “Public Contract” does not include grants. The “Contract” includes the College’s Solicitation Document and the accepted portions of a Solicitation Document, whether attached or incorporated by reference, between the College and Contractor describing the work to be done and the obligations of the parties. Depending upon the goods and services being procured, the College may use “Contract” as meaning a purchase order, price agreement, or other contract document in addition to the College’s Solicitation Document and the accepted portions of a Solicitation Document. If the Contract is for a public improvement or public work, the “Contract” may consist of the College’s Solicitation Document, including any addenda, the general and special and/or supplementary conditions or other conditions governing the work, the accepted portions of the Solicitation Document, the performance and payment bond (if required), certificates of insurance, plans, technical specifications, approved shop drawings, Construction Change Directive or written order for a minor change in the Work, Notice of Award, Notice to Proceed, and any contract amendments, including approved change orders.
- R. **“Contract Documents”**: The Contract Documents consist of the Advertisement, Instructions to Offerors, Bureau of Labor and Industries Prevailing Wage Rates, Bid Form, Bid Bond, Performance Bond, Payment Bond, Notice of Award, Notice to Proceed, Agreement between Owner and Contractor (hereinafter the “Agreement”), Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract.

- S. **“Contract Price”** means, as the context requires, (i) the maximum monetary obligation that the College will or may incur under a Contract, including bonuses, incentives, approved alternates, fully executed change orders or amendments, and contingency amounts, if the Contractor fully performs under the Contract, (ii) the maximum not-to-exceed amount of payments specified in the Contract, or (iii) the unit prices for Goods or Services set forth in the Contract.
- T. **“Contract Review Authority”** means the College’s Local Contract Review Board as set forth in ORS 279A.060.
- U. **“Contractor”** means the Person with whom the College enters into a Contract and shall be synonymous with “Independent Contractor” (i.e., a person or business that provides services to the College in which the College neither controls nor has the right to control the means or manner by which work is performed). The College may control the results of the services, but not control the means or manner of the Contractor’s performance of the Work.
- V. **“Cost”** means not only the product price but also other items of expense such as the actual or reasonably estimated costs related to quality or conversion, and may include such actual or estimated items as shipping, delivery, setup, installation, and training.
- W. **“Descriptive Literature”** means Written information submitted with the Offer that addresses the Goods and Services included in the Offer.
- X. **“Disadvantaged Business Enterprise (DBE)”** means a small business concern pursuant to ORS 200.005(1), which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any corporation, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals and whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- Y. **“Effective Date of Contract”** means the date established in the Contract for the Contractor’s work to begin, or the date the Contract has been fully executed and received all required approvals, whichever date is later.
- Z. **“Electronic Advertisement”** means notice of the College’s request for Offers or request for quotes, available over the internet via (a) The World Wide Web or some other Internet protocol; or (b) the College’s electronic procurement system. An Electronic Advertisement may include a Solicitation Document.
- AA. **“Electronic Offer”** means a response to the College’s request for Offers or request for quotes submitted to the College via email or through the College’s Electronic Procurement System.
- BB. **“Electronic Procurement System”** means an information system that Persons may access through the Internet, using the World Wide Web or some other Internet protocol, or that Persons may otherwise remotely access using a computer, that enables the College to post Electronic Advertisements, receive Electronic offers, and conduct other activities related to a procurement.
- CC. **“Facsimile”** means electronic equipment that communicates and reproduces both printed and handwritten material.

- DD. **“Gift”** means something of economic value given to a public official or the public official’s relative without an exchange of valuable consideration of equivalent value, including the full or partial forgiveness of indebtedness, and which is not extended to others who are not public officials or the relatives of public officials on the same terms and conditions; and something of economic value given to a public official or the public official’s relative for valuable consideration less than that required from others who are not public officials.
- EE. **“Goods and Services”** or “Goods or Services” have the meaning set forth in ORS 279A.010(1)(j).
- FF. **“Invitation to Bid” (ITB)** means all documents used for soliciting Offers in accordance with either ORS 279A.010(2)(bb). (See also “Competitive Sealed Bidding.”)
- GG. **“Life Cycle Costing”** means determining the cost of a product for its estimated useful life, including its disposal.
- HH. **“Local Contract Review Board”** means Chemeketa Community College’s Board of Education as established by Resolution No. 83-84-6.
- II. **“Lowest Responsible Bidder”** means: (a) the bidder whose Offer substantially complies with the requirements and criteria set forth in the Invitation to Bid and with all prescribed public procurement procedures and requirements; or (b) When the invitation to bid specifies or authorizes the award of multiple contracts to the responsible bidders, the bidder whose bids substantially comply with the requirements and criteria set forth in the Invitation to Bid and with all prescribed public procurement procedures and requirements and who qualify for the award of a Public Contract under the terms of the Invitation to Bid (ORS 279B.055(10)). Depending upon the requirements of the Solicitation Document, “Lowest Responsible Bidder” may also mean one who, in the determination of the Advocate for Minority, Women and Emerging Small Businesses, has undertaken both a policy and practice of actively pursuing participation by minority and women-owned business in all bids, both public and private, submitted by such bidder, pursuant to ORS 200.025 and 200.045.
- JJ. **“Model Rules”** means the Chemeketa Community College Rules of Procurement (CCRP), adopted in accordance with ORS 279A.065(5)(a) and ORS 279A.070 by the College’s Local Contract Review Board, January 15, 2005, through Resolution No. 04-05-11, as currently amended.
- KK. **“ORS”** means Oregon Revised Statutes.
- LL. **“Offer”** means a response to a Solicitation Document that is binding on the Offeror.
- MM. **“Offeror”** means a Person, who submits an Offer.
- NN. **“Opening”** means the date, time, and place announced in the Solicitation Document for the public opening of Written sealed Offers.
- OO. **“PCC”** means Public Contracting Code as it is defined in ORS 279A.010(z).
- PP. **“Person”** means any of the following with legal capacity to enter into a Contract: individual, corporation, business trust, estate, trust, partnership, limited liability company, association, joint venture, governmental agency, public corporation or any other legal or commercial entity.

- QQ. **“Personal Property”** means everything subject to ownership, which is not real property and has exchangeable value; includes all chattels and movables, such as boats and vessels, merchandise and stock in trade, furniture and personal effects, goods, livestock, vehicles, farming implements, movable machinery, movable tools and movable equipment pursuant to ORS 307.020.
- RR. **“Personal Services Competitive Solicitation”** means a documented process providing an equal and open opportunity to qualified parties, which culminates in a selection based on criteria that include, but are not limited to, the Contractor’s availability, capacity, experience, reputation, responsiveness to time limitations, responsiveness to solicitation requirements, quality of previous performance and fees or costs.
- SS. **“Personal Services Contract”** or **“Contract for Personal Services”** means a Contract or member of a class of Contracts, other than a Contract for the services of an Architect, Engineer, Land Surveyor or Provider of Related Services (which are subject to ORS 279C.105, ORS 279C.110 or ORS 279C.120, and which are defined as Personal Contracts pursuant to ORS 279C.100(5)), that the College’s Local Contract Review Board has designated as a Personal Services Contract pursuant to ORS 279A.055, whose primary purpose is to acquire specialized skills, knowledge and resources in the application of technical or scientific expertise, or the exercise of professional, artistic or management discretion or judgment, including, without limitation, a Contract for the services of a(n): accountant; physician, dentist or lawyer; educator; consultant(s) for information technology, travel, banking, investing, collections, or other consultant; broadcaster or artist (including a photographer, filmmaker, painter, weaver, or sculptor). (See also Personal Services Contracting Rules section within these Community College Rules for an expanded definition.)
- TT. **“Personal Services Contractor”** means an Independent Contractor that performs a Contract for Personal Service(s) for the College, when the College has no right to and does not control the means and manner of performing the Contract, except as to the delivery schedule, determining compliance with the Statement of Work, and accepting or rejecting the deliverables or results required under the Contract.
- UU. **“Prequalification of Offeror”** means a process followed by the College, in advance of issuance of Solicitation Documents, to determine the qualifications of prospective Offerors to perform Public Contracts.
- VV. **“Product Sample”** means the exact Goods or a representative portion of the Goods offered by the Offeror in response to the Solicitation Document. Unless otherwise provided in the Solicitation Document, the Product Sample shall be the exact products or a representative portion of that product offered by the Offeror.
- WW. **“Proposal”** means an Offer in response to a Request for Proposals.
- XX. **“Public Contract”** means a sale or other disposal, or a purchase, lease, rental or other acquisition, by the College of personal property, services, including personal services, public improvements, public works, minor alterations, or ordinary repair or maintenance necessary to preserve a public improvement. (ORS 279A.010(1)(z)).
- YY. **“Public Notice”** means a public notice of Solicitation Document that is published at least once in at least one newspaper of general circulation in the area where the contract is to be

performed and in as many additional issues and publications as the College determines or is published electronically.

- ZZ. **“Request for Proposals”** or **“RFP”** means all documents used for soliciting Proposals in accordance with either ORS 279B.060 or 279C.110, where proposal evaluation and contract award is based on criteria such as proposer qualifications and experience, product features and characteristics, service quality and efficiency, and conformance with the specifications and requirements of the Solicitation Document. Price may be evaluation criterion for an RFP, but will not necessarily be the predominant basis for contract award.
- aa. **“Request for Qualifications”** means a Written document describing the College’s circumstances and the type of service(s) desired, setting forth all significant evaluation factors and their relative importance, written qualifications, and, if appropriate, price. The Request for Qualifications will not result in a Contract but is intended to establish a list of qualified Contractors from which to seek Offers and select a Contractor.
- bb. **“Request for Quotes”** or **“RFQ”** means the solicitation by the College of Offers from competing vendors in an effort to obtain competitive quotes. The solicitation may be by advertisement or by the College initiating a request to vendors to make an offer in accordance with the provisions of Small Procurements and Intermediate Procurements as these categories are defined in ORS 279B.065 and 279B.070, pursuant to the rules established by the College’s Local Contract Review Board for competitive thresholds. The solicitation may be accomplished by advertisement or by the College initiating a request to vendors to make an Offer. The solicitation and the offer may be electronic, in writing, or oral.
- cc. **“Requirements Contract”** means a price agreement that constitutes a firm Offer by the Contractor, regardless of whether any order or purchase has been made or any performance has been tendered under the price agreement and is enforceable for the period stated in the price agreement and is not revocable by the Contractor. A price agreement does not constitute an exclusive dealing commitment on the part of the College or the Contractor unless the price agreement expressly so provides. (ORS 279B.140)
- dd. **“Responsible Offeror”** (also, **“Responsible Bidder”** or **“Responsible Proposer,”** as applicable), means a Person that has submitted an Offer and meets the standards set forth in ORS 279B.005 and/or ORS 279B.110, and that has not been debarred or disqualified by the College. When used alone, **“Responsible”** means meeting the aforementioned standards.
- ee. **“Responsive Offer”** (also, **“Responsive Bid”** or **“Responsive Proposal,”** as applicable), means an Offer that substantially complies in all material respects with applicable solicitation requirements. When used alone, **“Responsive”** means having the characteristic of substantially complying in all material respects with applicable solicitation requirements.
- ff. **“Service Contract”** means a contract that calls primarily for a contractor’s time and effort rather than for an end product.
- gg. **“Signed”** means, as the context requires, that a Written document contains a Signature or that the act of making a Signature has occurred.
- hh. **“Signature”** means any Written mark, word or symbol that is made or adopted by a Person with the intent to be bound and that is attached to or logically associated with a Written

document to which the Person intends to be bound and executed or adopted by a Person with the intent to be bound.

- ii. **“Solicitation Document”** means an Invitation to Bid, Request for Proposals or other document issued to invite offers from prospective contractors pursuant to ORS Chapter 279B or 279C and includes all documents incorporated by reference.
- jj. **“Specification/Scope of Work”** means any description of the physical or functional characteristics, or of the nature of a supply, service or construction item, including any requirement for inspecting, testing or preparing a supply, service or construction item for delivery and the quantities or qualities of materials to be furnished under a Contract. Specifications generally will state the result to be obtained and may, on occasion, describe the method and manner of doing the Work to be performed. Specifications may be incorporated by reference and/or through attachment to the Contract.
- kk. **“Standard Fee Contract”** means a contract awarded for service to be performed for a standard fee, when the standard fee is established by the College, and a like contract is available to all qualified applicants.
- ll. **“Statement of Work”** means a written statement that specifically describes the phases of work or services, major tasks, or areas of responsibility the Contractor is to perform at a particular site, or within a particular locale during a stated period of time, according to a schedule of delivery. The statement must identify specific objectives that the Contractor is to attain or describe, in detail, and the deliverables that the Contractor is to provide.
- mm. **“Work”** means the furnishing of all materials, equipment, labor and incidentals necessary to successfully complete any individual item in a Contract or the entire Contract, and successful completion of all duties and obligations imposed by the Contract.
- nn. **“Writing”** means letters, characters and symbols inscribed on paper by hand, print, type or other method of impression, intended to represent or convey particular ideas or meanings. “Writing,” when required or permitted by law, or required or permitted in a Solicitation Document, also means letters, characters and symbols made in electronic form and intended to represent or convey particular ideas or meanings.
- oo. **“Written”** means existing in Writing.

2. **Notice to Offerors**

Statutes, regulations, executive orders, and college policies cited in the “Instructions to Offerors” are hereby incorporated by reference and the Offeror represents by submitting its Offer that it will comply with all such provisions.

3. **Compliance with College Policies**

The College retains the right to stop any activity and/or to require dismissal from the job site of any worker whose behavior does not comply, or gives the College reasonable suspicion to believe the worker’s behavior does not comply, with pertinent Chemeketa Community College policy(ies), including but not limited to providing a respectful workplace, a harassment free workplace, and a drug and alcohol free workplace, or the activity is deemed hazardous to members of a user group, the public, or College facilities

4. General Statutory Provisions Concerning Public Contracts

The attention of the Offeror(s) is called to the provisions of all Local, State, and Federal laws, regulations, ordinances, and resolutions applicable to the work, as well as laws, regulations, ordinances, resolutions, and permits relating to obstructing streets, maintaining signals, storing and handling of explosives, preserving safety or affecting the Offeror, or its employees or its work hereunder in its relation to the College or any other person. The Offeror 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 Contract.

The provisions of this Contract 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 Marion County.

Statutory citations within the Solicitation Documents are made for reference purposes only, and are not to be considered all-inclusive. They are meant only as an aid to Offerors for Public Contracts; they are not captured verbatim, may not contain the most recent legislative updates, and all applicable numeric citations are not included within these Instructions to Offerors. Some of the statutory citations included for reference purposes are:

A. *Preferences for Oregon goods and services; nonresident bidders.*

In accordance with the provisions of Oregon Revised Statute (ORS 279A.120), the public contracting agency (College), shall prefer goods or services that have been manufactured or produced in this state if price, fitness, availability, and quality are otherwise equal.

B. *Award of contract; bonds.*

Pursuant to ORS 279C.375(2) in determining the lowest responsible Bidder, a public contracting agency shall check the list created by the Construction Contractors Board under ORS 701.227 for bidders who are not qualified to hold a contract for a public improvement and determine whether the prospective bidder has met the standards of responsibility. Pursuant to ORS 279A.120 for the purposes of awarding a Public Contract, a public contracting agency shall add a percent increase on the Bid of a nonresident Bidder equal to the percent, if any, of the preference given to that Bidder in the state in which the Bidder resides. In accordance with ORS 279A.120(4), the Oregon Department of Administrative Services on or before January 1 of each year shall publish a list of states that give preference to in-state Bidders with the percent increase applied in each such state. The College may rely on the names of states and percentages so published in determining the lowest responsible Bidder without incurring any liability to any Bidder.

C. *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 or against a business enterprise that is owned or controlled by or that employs a disabled veteran. Pursuant to ORS 279A.110(4) a bidder or proposer shall certify in the documents accompanying the bidder's or proposer's offer to enter into a Public Contract that the bidder or proposer has not discriminated and will not discriminate, in violation

of subsection (1) of this section, against any minority, women or emerging small business enterprise in obtaining any required subcontract. If the contractor violates the certification made under subsection (4) of this section, the contracting agency may regard the violation as a material breach of contract and terminate the contract.

D. *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.

- (1) Pursuant to ORS 279C.505, the College's performance under this contract is conditioned upon the Contractor's compliance with the following Contractor representations and warranties.

Contractor represents and warrants the following:

- (a) That Contractor has at the time of the execution of this contract, and shall maintain during the term of this contract, an employee drug testing program for its employees that includes, at a minimum the following:
- a. A written employee drug-testing policy;
 - b. Required drug testing for all new Subject Employees every six months on a random selection basis;
 - c. Required testing of a Subject Employee when the Contractor has reasonable cause to believe the Subject Employee is under the influence of drugs; and
 - d. Required testing of a Subject Employee when the Subject Employee is involved in:
 - 1. an incident causing an injury requiring treatment by a physician; or
 - 2. an incident resulting in damage to property or equipment.

- (2) A drug-testing program that meets the above requirements will be deemed a "Qualifying Employee Drug-Testing Program." For the purposes of this section, an employee is a "Subject Employee" only if that employee will be working on the Project job site; and

(a) That Contractor shall require each subcontractor providing labor for the Project to:

- (1) Demonstrate to the Contractor that it has a Qualifying Employee Drug-Testing Program for the subcontractor's Subject Employees, and represent and warrant to the Contractor that the Qualifying Employee Drug-Testing Program is in place at the time of subcontract execution and will continue in full force and effect for the duration of the subcontract; or
- (2) Require the subcontractor's Subject Employees participate in the Contractor's Qualifying Employee Drug-Testing Program for the duration of the subcontract.

E. *Demolition contracts to require material salvage; lawn and landscape maintenance contracts to require composting or mulching.*

Pursuant to ORS 279C.510, Contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective; and, if public improvement contract is for lawn and landscape maintenance, Contractor shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.

F. *Conditions concerning payment of claims by public officers, payment to persons furnishing labor or materials and complaints.*

Pursuant to ORS 279C.515, it is agreed that if the Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a subcontractor by any person in connection with the Public Contract as such claim becomes due, the proper officer or officers representing the College may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of such contract. If contract is for a public improvement and Contractor or a first-tier subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the Public Contract for a public improvement within 30 days after receipt of payment from the public contracting agency or a contractor, the contractor or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580(4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

G. *Condition concerning hours of labor.*

Pursuant to ORS 279C.520, it is a condition of any Public Contract resulting from this Solicitation Document that no person shall be employed by the Contractor for more than ten hours in any one day, or forty hours in any one week, except in cases of necessity, emergency, or when the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services designated under ORS 279A.055, the employee shall be paid at least time and a half pay:

- (1) For all overtime in excess of eight hours a day in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or
- (2) For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
- (3) For all work performed on Saturday and on any legal holiday specified in ORS 279C.540.

An employer must give notice, in writing, to employees who work on a Public Contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

I. *Condition concerning payment for medical care and providing workers' compensation.*

Pursuant to ORS 279C.530, it is an express condition of this agreement that the contractor shall, promptly, as due, make payment to any person, co-partnership, association, or corporation furnishing medical, surgical, and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of such contractor, of all sums which the contractor agrees to pay for such services and all moneys and sums which the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for such services. All subject employers working under the contract are subject employers that will comply with

ORS 656.017 or employers that are exempt under ORS 656.126.

J. *Extension and compensation when work suspended.*

Pursuant to ORS 279C.655, if a Public Contract is not terminated but work under the Contract is suspended by an order of a contracting agency for any reason considered to be in the public interest other than a labor dispute or any third-party judicial proceeding relating to the work other than a suit or action filed in regards to a labor dispute, the contractor is entitled to a reasonable extension of the contract time and reasonable compensation for all costs resulting from the suspension plus a reasonable allowance for overhead with respect to such costs.

K. *Maximum hours of labor on public contracts; holidays; exceptions; liability to workers; rules.*

Pursuant to ORS 279C.540, except where the contractor is a party to a collective bargaining agreement in effect with any labor organization, in all cases where labor is employed by the College, through a contractor, no person shall be required or permitted to labor more than ten hours in any one day, or 40 hours in any one week, except in cases of necessity, or emergency, or when the public policy absolutely requires it, in which event, the person so employed for excessive hours shall receive at least time and a half pay:

(A) For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or

(B) For all overtime in excess of ten hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and

(C) For all work performed on Saturday and on any legal holiday specified in ORS 279C.540.

An employer shall give notice in writing to employees who perform work on a Public Contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that employees may be required to work.

This section does not apply to contracts for personal services designated under ORS 279A.055, provided that persons employed under such contracts shall receive at least time and a half pay for work performed on the legal holidays specified in subsection (1)(b)(B) to (G) of this section and for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C.201 to 209 from receiving overtime.

L. *Time limitation on claim for overtime; posting of circular by contractor.*

Pursuant to ORS 279C.545, it is a condition of this agreement that any worker employed by the contractor shall be foreclosed from the right to collect for any overtime provided in ORS 279C.540 unless a claim for payment is filed with the contractor within 90 days from the completion of the contract in accordance with the provisions of this statute.

M. *Prevailing wage rate*

The hourly rate of wage to be paid by the Contractor and incorporated into Contractor's subcontracts, shall be not less than the specified minimum hourly rate of wage provided in, and in accordance with, ORS 279C.800 to ORS 279C.870, if the project is subject to the state of Oregon's Prevailing Wage Rate law, or the Davis-Bacon Act (40 U.S.C. 3141 to 3148), if the

public works project is subject to federal prevailing wage laws. It shall be the responsibility of the Contractor to comply, when applicable, with prevailing wage rates if the Contract is for a public work subject to Oregon Revised Statutes (ORS) 279C.800 to 279C.870, or the Davis-Bacon Act (40 U.S.C. 3141 to 3148), to pay workers not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838, 279C.840 or 40 U.S.C. 3141 to 3148, and to pay the higher of the applicable state or federal prevailing rate of wage to workers on public works projects, if the public works project is subject to both state and federal prevailing wage laws. Prevailing rates of wage are available electronically on the Internet from the State of Oregon Bureau of Labor and Industries' website @ http://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx and shall be incorporated herein by reference. Hard copies of the applicable Prevailing Wage Rates may also be obtained by calling 503-399-5014 and requesting a copy. Rates shall be those in effect when the Public Contract was first advertised, but if not advertised, then the earliest date appearing on the face of the Contract, Purchase Order, or similar form of agreement. It shall be the responsibility of the Contractor to monitor the prevailing wage rates during the project for any increase in rates and to adjust wage rates accordingly.

N. *Retainage*

In accordance with ORS 279C.550-279C.580 (Progress payments on Public Contracts), the withholding of retainage by a contractor or subcontractor on Public Contracts for public improvements shall be in accordance with ORS 701.420, and ORS 701.430 except when the charter of the public agency contains provisions requiring retainage by the public agency of more than five percent of the contract price of the work completed. A progress payment shall not be considered acceptance or approval of any work or waiver of any defects therein.

O. *Right of action on payment bond of contractor or subcontractor; notice of claim.*

Pursuant to ORS 279C.600, the right of action against bond of contractor or subcontractor; notice of claim and action by claimant on contractor's bond limitations, shall be implemented and prescribed as applicable.

P. *Notice of claim*

Pursuant to ORS 279C.605, the notice of claim required by ORS 279C.600 (action on payment bonds), must be sent by registered or certified mail or hand delivered no later than 120 days after the day the person last provided labor or furnished materials, or 120 days after the worker listed in the notice of claim by the Commissioner of the Bureau of Labor and Industries last provided labor.

Q. *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.

R. *Applicant required to be independent contractor to be eligible for license; classes of licenses. (Construction Contractors Board)*

Pursuant to ORS 701.035 to 701.055, a person shall not submit a bid to do work as a "contractor" as defined in ORS 701.055(2) unless that person has a current valid license issued by the Construction Contractors Board. Bids from persons who fail to comply with this requirement shall be deemed non-responsive and be rejected, unless contrary to federal law. By submitting its Bid, the contractor certifies that all subcontractors performing work as

described in ORS 701.005(2) (i.e., construction work) have current valid licenses with the Construction Contractors Board in accordance with ORS 701.035 to 701.055, before the subcontractors commence work under the contract.

S. *Performance within state of public printing, binding, and stationery work; stipulation in request for bids and in contracts; exceptions. (Public Printing)*

Pursuant to ORS 282.210, "(1) except as provided in subsection (2) of this section, all printing, binding and stationery work for the state or any county, city, town, port district, school district, or other political subdivision thereof, shall be performed within the state. All requests for bids and all contracts for such work shall so stipulate. (2) The work referred to in subsection (1) of this section may be performed outside the state if it is established that: (a) The work cannot be performed within the state; (b) The lowest price for which such work can be procured within the state exceeds the charge usually and customarily made to private individuals and corporations for work of similar character and quality; or (c) All bids for the work, or any part thereof, are excessive and not reasonably competitive."

T. *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 this section (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.

U. *Public works bond; rules*

Subject to ORS 279C.830-279C.836, before starting work on a contract or subcontract for a public works project, a Contractor or subcontractor shall file with the State of Oregon Construction Contractors Board a public works bond with a corporate surety authorized to do business in Oregon in the amount of \$30,000, unless exempt under ORS 279C.836(7) or (8), and Contractor must include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt under ORS 279C.836(7) or (8). The bond must provide that the Contractor or subcontractor will pay claims ordered by the Bureau of Labor and Industries to workers performing labor upon public works projects. Before permitting a subcontractor to start work on a public works project, the Contractor shall verify that the subcontractor has filed a public works bond as required.

- V. *Withholding of tax required; elective provisions for agricultural employees; liability of supplier of funds to employer for taxes. (Employee Withholding Payments to Oregon Department of Revenue)*

Each Offeror agrees that if awarded the Contract, it will pay to the Oregon Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

- W. *Employer required to pay compensation and perform other duties; state not authorized to be direct responsibility employer. (Workers Compensation Coverage)*

All Offerors agree that all subject employers working under this Contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

- X. *Material Safety Data Sheet*

Upon request, Contractor shall provide a Material Safety Data Sheet as required by Chapter 437-002-360 (35), 29 CFR 1910.1200, for any item included in this contract which contains hazardous chemicals. This information shall be provided within two (2) days of request (if faxable, within twenty-four (24) hours).

5. Method of Submitting Offers

- A. If required by the Solicitation Document, each Offer shall be accompanied with either a certified or cashiers check, or irrevocable letter of credit issued by an insured institution, payable to Chemeketa Community College, in an amount not less than ten percent of the total bid based upon the estimated quantities of items offered together with all additive alternates, or an Offeror's bond naming Chemeketa Community College as the obligee for not less than ten percent of the total Offer based upon the total amount of the Offer together with all additive alternates.
- B. Each Offer shall be sealed in an opaque (i.e., not transparent) envelope addressed and delivered as follows:

(HAND DELIVERED)
Chemeketa Community College
Attn: Procurement Services/Title of Solicitation Document
4000 Lancaster Drive NE
Building 2, Room 202
Salem, Oregon

(U.S. MAIL DELIVERED)
Chemeketa Community College
Attn: Procurement Services/Title of Solicitation Document
Building 2, Room 202
PO Box 14007
Salem, OR 97309-7070

THE NAME AND ADDRESS OF THE OFFEROR AND TITLE OF THE SOLICITATION DOCUMENT, IDENTICAL IN WORDING TO THAT APPEARING UPON THE COVER OF THE SOLICITATION DOCUMENT, MUST APPEAR ON THE OUTSIDE OF SUCH ENVELOPE.

Offers may be either delivered by hand or sent to the Procurement Services office through U.S. Mail or other available courier services to the address included in the Public Notice and additionally included above in "4.B." of the Instructions to Offerors. The Offeror remains responsible for ensuring that its Offer is received at the time, date, place, and office specified. The College assumes no responsibility for any Offer not so received, regardless of whether the delay is caused by the U.S. Postal Service, the College's postal delivery system (i.e., mail room), or some other act or circumstance. **Offers received after the time specified in the Solicitation Document will not be considered. All Offers received after the specified time will be returned unopened.**

If using an express delivery service, the package must be delivered to the designated building and office and NOT to the College's postal delivery system (i.e., mail room), or Central Receiving facilities. (Packages delivered by express mail services to other locations might not be re-delivered in time to be considered.) Offers are received by the College ONLY between the hours of 8:00 AM and 5:00 PM, Monday through Friday (excluding holidays or college-designated closure days).

- C. Offers shall be submitted on the Offer Response Form contained in the Solicitation Document, attached hereto.
- (1) Unless otherwise indicated, the total amount of the Offer shall be entered in words and figures in the space provided. Where applicable, the unit price of lump sum items, and their extensions, shall be entered in figures in the respective columns provided for each item Offered. All entries shall be typewritten or printed in ink. The signatures of all persons shall be in longhand. Any entry of an amount that appears on the face of the Offer to have involved an erasure, deletion, white-out and/or substitution or other such change or alteration, shall show beside the change of alteration, the initials of the person signing the Offer or his/her authorized designee, and the date of the change of alteration. A failure to comply with this requirement may be cause for disqualification of the Offer.

(2) College reserves the right to reject any and all Offers: to waive any and all informalities not involving price, time, or changes in the Work; to negotiate contract terms with the successful Offeror; and to disregard all nonconforming, nonresponsive, unbalanced, or conditional Offers. College reserves the right to reject the Offer of any Offeror, if College believes that it would not be in the best interest of the project to make an award to that Offeror, whether because the Offer is nonresponsive, or the Offeror is unqualified or of doubtful financial ability, or fails to meet any other pertinent standard or criteria.

- D. The Offer Response Form of the specifications shall be signed with ink or indelible pencil, as follows:
- (1) In the case of an individual Offeror, by such individual Offeror.
- (2) In the case of a partnership, the name of the partnership must appear upon such proposal, and it shall be signed in the name of such partnership by at least one of the partners. In addition to such signatures, the names of all partners shall be stated in such proposal.
- (3) In the case of a corporation, the corporate name shall be subscribed to by the president or other managing officer, and there shall be set forth, under the signature of such officer, the name of the office he/she holds or the capacity in which he/she acts for such corporation.
- E. Offers shall be filed within the time specified in the Solicitation Document. Under no circumstances will an Offer be considered if received after the date and time specified. In determining the exact time, the designated clock will be the date and time-stamp clock located in the Procurement Services office of the Business Services Department, Building 2, Room 202.

- F. Prices entered upon proposal sheets, attached, and submitted, shall represent the Offeror's net price per unit, after all trade, donation, and cash discounts have been deducted.
 - (1) No charges will be allowed for handling which includes, but is not limited to, packing, wrapping, bags, containers or reels, etc., unless specifically stated hereon.
- G. For lump sum Offers, in the event of a discrepancy between the Offered amount in writing and that in figures, the written value shall govern.
- H. The Offeror shall assume full responsibility for timely delivery at the location designated for receipt of Offers. While the College shall attempt to make reasonable accommodations (e.g., perform limited crowd control at the time/place for submission of Offers), under no circumstances shall the College be held liable for Offeror's failure to submit its Offer by Closing. Offerors are encouraged to allow additional time for waiting in line(s), obtaining parking passes from Public Safety, finding parking spaces, and familiarizing themselves with the time on the designated clock (i.e., date and time-stamp clock located in the Procurement Services office of the Business Services Department, Building 2, Room 202).
- I. Offers shall not contain any restatement or qualifications of work to be done. No oral, telegraphic, telephonic, electronic, or facsimile bids or modifications will be considered.
- J. In accordance with ORS 279A.055 and 279C.365, Offers will be received by Chemeketa Community College, and will be opened and read at the time and place set forth in the Public Notice. Offerors, or their representative, and other interested persons may be present at the Opening.
- K. No responsibility will be attached to any person or persons for premature opening of an Offer not properly identified. In the event of such accidental opening, the Offer shall be resealed and stored for opening at the correct time, and documentation of the resealing shall be placed in the solicitation file.
- L. Offerors shall use complete sets of Solicitation Documents in preparing their Offers; neither the College, its employees, officers, nor agents shall assume any responsibility for errors, omissions, misinterpretations resulting from the use of incomplete sets of Solicitation Documents.
- M. Offerors shall include applicable federal, state, and local taxes in their Offers and pay for all applicable taxes.
- N. At the conclusion of the selection process, the contents of all Offers will be placed in the public domain and be open to inspection by interested parties (ORS 192.410 to 192.505). Trade secrets or proprietary information that are recognized as such and are protected by law (ORS 646.461 to 646.475, Uniform Trade Secrets Act), may be withheld, if clearly identified as such in the Offer. Pricing information and discounts offered cannot be considered proprietary information.
- O. All opened Offers become the property of the College and will not be returned to the Offeror.
- P. The College will not pay any costs incurred in the preparation and/or submission of Offers, or costs incurred in making necessary studies for the preparation of Offers.

Q. *Price Reductions*

By submitting an Offer in response to this Solicitation Document, Offeror agrees to guarantee that Chemeketa Community College is receiving the lowest price offered by Offeror to any of its other customers for similar services at comparable volumes in a similar geographic area. If at any time during the contract period Offeror offers a lower price to another customer, similar prices must be extended to Chemeketa Community College. If a notification is not made to the College of said price reductions, upon discovery the College shall reserve the right to take any or all of the following actions:

1. Cancel the contract, if it is currently in effect;
2. Determine the amount for which the College was overcharged and submit a request-for-payment from the Offeror/Contractor awarded the Contract to the College, for that amount;
3. Subtract the amount due from Contractor's outstanding invoice(s);
4. Take the necessary steps to collect any performance surety provided on the applicable contract.

R. *Access to Records*

The College, the Secretary of State's Office of the state of Oregon and their duly authorized representatives shall have access to the books, documents, papers, and records of the Contractor, which are directly pertinent to this specific contract for the purpose of making audit, examination, excerpts, and transcripts for a period not less than ten (10) years.

Contractor agrees to maintain books of account and records related to receipt and expenditure of the funds received through this Contract in accordance with Generally Accepted Accounting Principles. The books of account and records must be maintained in sufficient detail to permit College to verify how the Contract funds were expended or utilized. The books of account and records shall include receipts and invoices, as appropriate. Contractor shall retain and keep accessible the books of account and records it is required to maintain under this Contract for a minimum of ten (10) years, or such longer period as may be required by other provisions of this Contract or applicable law, following the later of completion of the Project, the final disbursement of Contract funds hereunder, or termination of this Contract; provided, however, that if there is any audit issue, dispute, claim, or litigation relating to this Contract or the Contract funds, the Contractor shall retain and keep accessible the books of account and records until the audit issue, dispute, claim, or litigation has been finally concluded or resolved. If the Contractor is unable to maintain the books of account and records for this ten-year period, it must notify College immediately.

6. Obtaining Solicitation Documents

- a. Potential Offerors may obtain complete sets of the Solicitation Documents from the issuing office designated in the Public Notice, in the number and for the price, if any, stated therein.
 - (1) The College, in making copies of the Solicitation Documents available on the above terms, does so only for the purpose of obtaining Offers on the work and does not confer a license or grant for any other use.
 - (2) When boring data is provided by Solicitation Documents for construction projects, the Offeror shall assume responsibility for any conclusions Offeror may draw from such data. Offeror may employ its own consultants to analyze available information and to conduct

additional tests and examinations of site conditions and shall be responsible for any conclusions drawn from such information, tests, and examinations. The College does not warrant and specifically disclaims any responsibility for the interpretation by any Offeror of any such data or information.

7. Qualifications of Offerors

- A. Before the Offer is considered for award, the College reserves the right to request the Offeror to complete a Responsible Bidder Determination Form; the College reserves the right to reject the Offer of any Offeror who fails to furnish this information when requested by the College. Offeror's qualifications to be listed upon the Responsible Bidder Determination Form will include as a minimum:
1. A listing of Offeror's previous contracts of similar technical complexity, operations and size to that being currently offered to College;
 2. A listing of Offeror's key staff, including any superintendent, principal in charge, project management and technical employees, and a summary of their relevant experience and length of employment with Offeror;
 3. A summary of Offeror's equipment available for use in the execution of the Contract;
 4. A listing of the projects to which Offeror is currently obligated or anticipates being obligated during this work;
 5. A listing of any projects for which there was an actual or alleged breach of contract on the part of the Offeror;
 6. A listing of any contracts, which were awarded to the Offeror but not completed, including an explanation for lack of completion.
- B. College may make such other investigation as is necessary to determine Offeror's qualifications, including consulting Offeror's references. Any determination that an Offeror is unqualified will be made by the College. A letter will be sent to the Offeror deemed unqualified, stating the reasons for such determination, and the Offeror's right to request a review of this determination by appeal pursuant to ORS 279C.445.
- C. Offeror's representations concerning its qualifications will be construed as a covenant under the Contract. Should it appear the Offeror has made a material misrepresentation, the College shall have the right to terminate the Contract for Contractor's breach, and the College may then pursue such remedies as exist elsewhere under this Contract, or as otherwise provided in law or equity.
- D. *Financial Status*
All Offerors shall make available upon request a current audited financial statement, a current audited financial report, or a copy of a current federal income tax return. Failure or refusal to provide this information within five (5) business days after communication of this request by the College shall be sufficient grounds for the College to reject an Offer, and/or to declare an Offeror as nonresponsive and/or nonresponsible.

If an Offeror is currently involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Offeror under federal bankruptcy law or any state insolvency law, the Offeror must provide the College with that information as part of its Offer. The College may consider that information during evaluation of the Offer. The College reserves the right to take any action available to it if it discovers a failure to provide such

information to the College in an Offer, including, but not limited to, determination that the Offeror should be declared nonresponsible and/or nonresponsive, and suspension or debarment of the Offeror.

By submitting an Offer in response to this Solicitation Document, the Offeror agrees that, if during the term of any contract it has with the College it becomes involved as a debtor in a bankruptcy proceeding or becomes involved in a reorganization, dissolution or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Offeror under federal bankruptcy law or any state insolvency law, the Offeror will immediately provide the College with a written notice to that effect, and will provide the College with any relevant information it requests to determine whether the Offeror will meet its obligations to the College.

8. Duration, Modification, or Withdrawal of Offer

- A. Each Offer shall be irrevocable for a period of 60 days from date of Opening, unless otherwise indicated.
- B. Award of a contract to any Offeror shall not constitute a rejection of any other Offer.
- C. An Offeror may withdraw its Offer from consideration, if the price Offered was substantially lower than the other Offers due solely to a mistake therein, provided: (1) the Offer was submitted in good faith; and (2) the mistake was a clerical mistake as opposed to a judgment mistake, and; (3) the mistake was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor, or material made directly in the compilation of an Offer, which unintentional error or omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents, and materials used in the preparation of the Offer sought to be withdrawn. The Offeror shall give notice in writing of its claim of right to withdraw its Offer within two (2) business days after the conclusion of the Opening procedure.
- D. Prior to the time and date designated for receipt of Offers, any Offer submitted may be modified or withdrawn by notice to the party receiving Offers, at the place designated for receipt of Offers. Such notice shall be in writing over the signature of the Offeror and shall be received on or before the date and time set for receipt of Offers, and it shall be so worded as not to reveal the amount of the original Offer.
- E. Withdrawn Offers may be resubmitted, up to the time designated for the receipt of the Offers, provided that they are then fully in conformance with these Instructions to Offerors.
- F. Bid security, if required, shall be expressly indicated in the Solicitation Document, and shall be in an amount sufficient for the Offer, as modified or resubmitted.
- G. A decision denying withdrawal of Offer shall be final and conclusive, unless the Offeror appeals the decision to College's Procurement Services office within ten (10) days after receipt of the decision.
- H. If, upon appeal, it is determined that the decision refusing withdrawal of the Offer was arbitrary or capricious, the sole relief shall be withdrawal of the Offer and return of the Bid security.

9. Detailed Offer Breakdown

Upon notification from the College to the successful Offeror, who submitted the apparent lowest responsive Offer, the Offeror shall, within forty-eight (48) hours, provide a detailed breakdown of its Offer in a form acceptable to the College.

10. Contract and Bond

- A. Unless otherwise indicated by the College, within ten days after receipt of notice of award, any Offeror to whom a contract is awarded shall execute a formal written contract and shall furnish a corporate surety bond (if required), in form and with a surety satisfactory to the College, in an amount equal to the full contract sum, for the faithful performance of said contract and all provisions thereof; provided, the formation of said contract shall not be complete and the College shall not be liable thereon until said formal written contract has been executed both by the successful Offeror and by the College, and said performance/payment bonds, properly executed, have been delivered to and accepted by the College.
- B. The certified check, cashiers check, Bid bond or irrevocable letter of credit of the Offeror will be returned, when the contract has been properly executed by the Offeror and the College and the surety bond, properly executed, has been delivered to and accepted by the College. The certified check or Bid bond of each Offeror who was not awarded a contract will be returned immediately after the properly executed contract and bond of the successful Offeror has been delivered to and accepted by the College. The surety bond shall be written by a bonding company authorized and licensed by the Oregon Insurance Commissioner. The bonding company must be listed on the most current U.S. Government Treasury list, Department Circular 570, or approved prior to edition, or the edition which is included in the project manual. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified copy of the power of attorney.
- C. Any Offeror or Offerors to whom a contract is awarded and who shall default in executing said formal written contract or in furnishing a satisfactory surety bond within the time and in the manner required by these Instructions to Offerors shall forfeit its bid security as liquidated damages and not as a penalty pursuant to ORS 279C.385, for failure to execute the contract and bond, and shall also be liable to the College for the College's expenses and attorney's fees incidental thereto, and also for whatever expenses and attorney's fees may be incurred by the College in recovering the same. The subsequent re-awarding of the contract to another Offeror or Offerors, whether by a single action or by successive actions, shall not operate to release any defaulting Offeror from said liability.
- D. *Performance/Payment Bonds*
If required by the College, prior to the issuance of a Notice to Proceed, the Contractor shall provide the College with Bonds covering the faithful performance/payment of the contract, including payments of all obligations under the contract. The premium shall be paid by the Contractor. The bonding must be listed on the most current US Government Treasury list, Department Circular 570 or approved PRIOR TO BID SUBMISSION by the College. The amount of the bond shall be equal to 100 percent of the contract sum. Failure to adhere to these requirements may be grounds for rejection of the bid.
- E. *Award of Contract*
The successful Offeror shall enter into a Contract as it is defined in the Solicitation Document. After the College determines that a Contract is to be awarded, it will award the Contract to

either: 1) the Lowest Responsible Bidder, whose Bid is determined by the aggregate amount of the Base Bid, plus or minus any alternatives selected by the College; or 2) the Responsible Proposer whose Proposal has been determined, in writing, to be the most advantageous to the College based on the evaluation process and evaluation factors described in the Request for Proposals (ORS 279B.060).

- (1) No exception to delivery dates shall be allowed unless prior written approval is first obtained from the Procurement Services office. The College reserves the right to cancel any undelivered portion of this order.
- (2) Time of delivery is of the essence, and the College reserves the right to cancel any undelivered portion of this order for failure by the Contractor to deliver on time. Contractor assumes responsibility of delay notwithstanding the cause.
- (3) All payments to the contract shall be remitted by mail. The College shall not honor drafts, nor accept goods on sight draft basis. Furthermore, the provisions or monies due under this contract shall not be assignable.
 - (a) The College's payment terms are Net 30, unless otherwise specified.
- (4) Unless otherwise specified hereon, all goods are to be shipped *prepaid, FOB destination, freight prepaid*. Where specific authorization is granted to ship goods *FOB shipping point*, Contractor agrees to prepay all shipping charges, route cheapest common carrier, insure goods for the entire value of replacement cost, and to bill the College as a separate item on the invoice for said charges. Each invoice for shipping shall include the original or a copy of the bill indicating that the payment for shipping has been made.
- (5) All goods or materials purchased herein are subject to the approval of the College. Any rejections of goods or materials, whether held by the College or returned, will be at the Contractor's risk and expense.
- (6) All invoices, packing lists, packages, shipping notices and any other written document affecting this contract shall contain the applicable purchase order number, contract number, or number of a similar acquisition instrument; packing list(s) shall show the applicable number.
- (7) The Contractor agrees to protect the College against all claims, suits, or proceedings for patent, trademark, copyright, or franchise infringement arising from the purchase, installation or use of the goods, materials, and/or intellectual property rights purchased herein. The Contractor further agrees to assume all expenses and damages arising from such claims, suits, or proceedings.
- (8) Contractor agrees that the waiver, acceptance, or failure by the College to enforce any provisions, terms, or conditions of this contract shall not operate or be construed as a waiver of prior or subsequent breaches or the right of the College thereafter to enforce such provisions.
- (9) The Contractor warrants all articles supplied under this Contract to conform to specifications herein, to be fit and sufficient for the purposes manufactured, merchantable, of good material and workmanship, and free from defects.

- (10) In the event that the College is entitled to a cash discount, the period for computation shall commence on the date of delivery, or receipt of correctly completed invoices, whichever is *later*. If an adjustment in payment is necessary due to damage, the cash discount period shall commence on the date final approval for payment is authorized.
- (11) Contractor warrants and represents that all the goods and materials contained herein are free and clear of all liens, claims, or encumbrances of any kind whatsoever.
- (12) Contractor agrees to bear all risks of loss, injury, or destruction of goods and materials ordered hereon which occur prior to delivery and such loss, injury or destruction shall not release Contractor from any obligation hereunder.
- (13) In the event of a breach by the Contractor of any of the provisions of the Contract, the College reserves the right to cancel and to terminate this contract forthwith upon giving oral or written notice to the Contractor.
- (14) Contractor agrees to accept for credit, repair, or replacement, at no charge, any items received defective by the College or proven defective during the agreed warranty period and to be responsible for ALL transportation costs for return to the Contractor, and when repaired or replaced, returned to the College.
- (15) If the Contractor is performing work or services on behalf of the College, the Contractor shall provide and maintain the following insurance coverages for the duration of the project and for the applicable statute of limitation and statute of repose.

A.) **Worker's Compensation Coverage** (per ORS Statute), for its employees, officers, agents or partners, or to any subject worker.

B.) **General Liability Insurance** – An occurrence policy with minimum limits of:

\$1,000,000 General Aggregate
\$1,000,000 Products Completed Operations Aggregate
\$1,000,000 Personal Injury and Advertising Injury
\$1,000,000 per Occurrence

C.) **Automobile Liability** – combined single limits not less than \$1,000,000, applying to “any auto.”

D.) **Pollution Liability** (Applies if work involves hazardous materials) – an Occurrence policy with minimum limits of \$1,000,000 per Occurrence and \$1,000,000 policy aggregate.

Additional Insured – except for Worker's Compensation, the above mentioned policies shall be endorsed to name the College as a primary additional insured, with any insurance or retention held by the College shall be excess and non-contributory. The General Liability additional insurance must apply to ongoing and completed operations. The additional insured endorsement must be attached to the insurance certificate.

Waiver of Subrogation – Contract must provide a waiver of subrogation in favor of the College for all policies listed above. The waiver of subrogations must be attached to the insurance certificate.

Evidence of Insurance

Evidence of the above coverage issued by a company satisfactory to the College shall be approved by the College by way of Certificate of Insurance before any work or services commence. A 30-day written Notice of Cancellation or material change of coverage clause shall be included. Failure to maintain the proper insurance shall be grounds for immediate termination of this Contract.

However, in the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following descending order of precedence:

1. Contract amendments and Change Orders, with those of later date having precedence over those of an earlier date;
2. The Supplemental General Conditions;
3. The Chemeketa Community College Public Improvement Agreement Form, or Chemeketa Community College Public Works Improvement Agreement Form;
4. The General Conditions;
5. The Plans and Specifications;
6. The Solicitation Document and any addenda thereto;
7. The accepted Offer.

(16) Termination for Convenience

Unless otherwise expressly indicated by the College, this agreement may be terminated by the College upon 10-day's notice, in writing, and delivered by mail or in person. Any such termination of this agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

(17) Pursuant to Oregon Revised Statute, Chapter 279A.205 and ORS 279A.215, governing permissive cooperative procurements, any agency of the State of Oregon or any political subdivision thereof (city, county, district, agency or similar entity), shall have the authority to purchase the herein specified goods/services directly from the contractor(s) awarded contract(s) from this solicitation at the same discount as identified on the Offeror's Response form. Any ordering and billing shall take place directly between contractor(s) and such public agencies.**(18) The Contractor shall have the option of declining participation in any such agreement; that is, Contractor participation in provision of goods/services resulting from intergovernmental agreements shall be voluntary. If the Contractor chooses to participate in such agreements, all agency relationships, including those for contract administration, ordering, deliveries, approvals, billing and collections shall be between the Participating Agency and the Contractor; the College, except for its enabling agreement, shall not participate in any aspects of commercial activity or contract administration between the Contractor and the Participating Agency.**

(19) If Contractor agrees to participate, all such participation shall be on the basis of this solicitation and the resulting award except that reasonable changes in pricing and terms may be negotiated directly between the Participating Agency and the Contractor to accommodate differences in delivery distances and local conditions. All such changes shall be solely between the Contractor and the Participating Agency.

F. The Lowest Responsible Offeror is determined by the aggregate amount of the Base Bid or Proposal, plus or minus any Alternatives selected by the College or Project Manager.

11. Conflict of Interest

- A. No officer, agent, or employee of the College shall be permitted any interest in the contract. The College may, by written notice to the Contractor, cancel the contract if it is found by the College that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer, agent or otherwise (irrespective of whether the person is compensated for services by the College), or employee of Chemeketa Community College with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such contract.
- B. At the discretion of the Chief Financial Officer or her/his designee, employees declaring a conflict of interest—perceived or otherwise, may be ineligible to participate in the bidding and contracting process; the Chief Financial Officer or her/his designee, shall review the facts and render a written decision. Alternatively, Offerors having knowledge of a conflict of interest—apparent or otherwise—of the College’s employee(s), shall be required to submit this information prior to the Closing of the Solicitation Document’s protest period. Failure to do so will nullify Offeror’s right to protest the award of the contract or intent-to-award the contract on the basis of a conflict of interest.

12. Prohibited Conduct

- A. Officials not to benefit. No person submitting an Offer and no person on behalf of an Offeror shall give or promise anything of value to any person who is a public official, an employee of the College, a member of its governing body, or a member of any evaluation committee to obtain information or to influence or attempt to influence the decision of that person on anything pertaining to this Solicitation Document or any subsequent Contract or subcontract. “Thing of value” includes not only direct gifts or payment but the conferring of a benefit on any such person, person’s relative or other person or entity for purpose of influencing the public official.
- B. Kickbacks prohibited. No person being an Offeror under this Solicitation Document or a bidder or proposer on any subsequent Contract or an officer, employee or agent of either shall require any kickback, fee, rebate, deduction or payment from any person to be considered as an employee, subcontractor, supplier, service provider or consultant unless the requirement be authorized by law and the amount duly recorded and paid over to the College or the person or entity entitled to receive it.
- C. Contingent fees prohibited. No Offeror shall pay or give to any person or entity anything of value for work done on or in connection with the response to this Solicitation Document contingent upon the Offeror being selected to proceed to the second step of this procurement. This prohibition does not prohibit the payment of a bonus to an employee of the Offeror under

a preexisting bonus plan and formula nor does it prohibit the Offeror from engaging services to be performed in the future on a bid or proposal or a contract awarded the performance of which services are contingent upon the Offeror's success.

Submission of an Offer is a representation by the Offeror that the Offeror has not and will not engage in the conduct prohibited.

13. Reservations

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

- A. To reject any or all Offers for good cause upon finding that it is in the public interest to do so, or to waive any minor informalities or irregularities of the Offer.
- B. To reject any Offer or Offers not in compliance with all prescribed public contracting procedures and requirements.
- C. To consider the competency and responsibility of Offerors in making any award.
- D. In the event two or more Offers are for the same amount and for the same work, to award the contract by lot.
- E. In the event any Offeror or Offerors to whom a contract is awarded shall default in executing said formal Contract or in furnishing a satisfactory performance and payment bond within the time and in the manner specified, to re-award the contract to another Offeror or Offerors.

14. Acceptance of Conditions

Each Offeror, by the submission of its Offer, assents to each and every term and condition set forth anywhere in the Contract documents and agrees to be bound thereby.

- A. Each Offeror must acquaint itself thoroughly as to the character and nature of the Work to be done and the conditions under which the Work will be performed. Each Offeror, furthermore, must make a careful examination of the site of the Work and inform itself fully as to the difficulties to be encountered in the performance of the Work, the facilities for delivering, storing and placing materials and equipment, existing and available services and utilities, environmental and access constraints, permit requirements and other conditions as relating to construction and labor.
- B. No plea of ignorance of conditions that exist or may hereafter exist on the site of the Work, or difficulties that may be encountered in the execution of the Work, as a result of failures to make necessary investigations and examinations, will be accepted as an excuse for any failure or omission on the part of the successful Offeror to fulfill in every detail all the requirements of the Contract documents and to complete the Work for the consideration set forth herein, or as a basis for any claim whatsoever.
- C. Insofar as possible, the successful Offeror, in carrying out its work, must employ such methods or means as will not cause interruption of or interference with the Work of the College or any separate Contractor.

- D. If the Contract includes excavation on an unclassified basis, the cost of all excavation and backfill required under this Contract is a part of the Base Bid/Offer. No distinction will be made insofar as payment is concerned between earth and rock.
- E. The apparent silence of the Solicitation Document's specifications and/or supplemental specifications as to any detail, or the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only materials and workmanship of first quality are to be used.
 - 1. However, if any omitted specification results in ambiguity as to material characteristics of the item being solicited by the College, and clarification is necessary to enable a reasonable Offeror in the particular industry to properly identify such characteristics, Offeror shall seek a formal request for clarification as set forth in section marked "Protest Process." Failure to make such a request is at Offeror's risk, and the Offeror awarded the resultant contract shall be required to provide goods meeting the College's needs with regard to any omitted specification for which clarification was not sought.
 - 2. The Offeror awarded the contract shall provide all components, hardware, and parts necessary for proper assembly, installation, and operation, even though certain items may not be specifically described in the Solicitation Document's specifications. This includes all fittings, couplers, brackets, adapters, etcetera. Offeror shall include the cost of such components, hardware, and parts in the Offer.

15. Bid Results

After Solicitation Documents have been opened and Offers have been evaluated, information regarding Contract award or intent-to-award may be obtained by telephoning the Procurement Services office or by accessing the College's Procurement Services website at <http://www.chemeketa.edu/busprofession/procurementservices/bidresults/>.

16. Protest Process

A. *Protest of Solicitation Document Specifications or Contract Terms (i.e., Request for Clarification or Change)*

- 1. Time for Submission of Protest: Unless otherwise indicated herein, any objections to or comments about the Solicitation Document's specifications, contract terms, and/or conditions must be submitted, in writing, to the Chemeketa Community College Procurement Services office no later than ten (10) calendar days prior to Closing of the Solicitation Document.

Such protest or request for change shall include the reasons for protest or request, and any proposed changes to specifications or terms. No protest against award because of the content of Solicitation Document specifications, contract terms, and/or conditions shall be considered after the deadline established for submitting such protest.

- 2. Extension of Opening Date: If any Solicitation Document specification protest is received in accordance with section (1) above, the Solicitation Document Opening date may be extended, if the College finds an extension is necessary to allow consideration of the protest and issuance of any addenda to the Solicitation Document.

3. Identification of Protest: Envelopes containing protests of Solicitation Document specifications, contract terms, and/or conditions shall be marked as follows:

"Contract Provision Request for Change."

Name of Solicitation Document

B. *Protest of Award*

1. Right to Protest: Any actual Offeror who is adversely affected or aggrieved by the College's "Notice of Award," "Recommendation for Award" or "Intent to Award" of the Contract to another Offeror on the same solicitation, shall have five (5) working days or seven (7) calendar days, whichever is later, after the date appearing on the "Notice of Award," "Recommendation for Award," or "Notice of Intent to Award" to submit to the College a written protest. The written protest shall specify the grounds upon which the protest is based, including the specific citation of law, rule, regulation, or procedure upon which the protest is based. In order to be an adversely affected or aggrieved Offeror with a right to submit a written protest, an Offeror must itself claim to be next in line for award, i.e. the protester must claim that *all* lower Offerors are ineligible for award because they are non-responsive or non-responsible. The College shall not entertain a protest submitted after the time period established by this Article.

The person to whom Offers are submitted on behalf of the Chemeketa Community College Procurement Services office and is named in the Public Notice (if applicable), will review any written protest received and make the Initial Determination and Findings, which will be communicated to the protester in writing within three (3) working days of the College's receipt of the protest. Failure to protest the College's "Notice of Award," "Recommendation for Award" or "Intent to Award" the Contract shall be considered the Offeror's failure to pursue an administrative remedy made available to the Offeror by the College.

The Initial Determination and Findings shall constitute the College's Final Decision and Order, unless the protester, within five (5) calendar days of the Initial Determination and Findings files an appeal with the College's Board of Education, through the Chief Financial Officer, unless otherwise designated in the solicitation document (Request for Quotation, Request for Proposal, or similar method of competitive solicitation).

2. Notice to Proceed: The written Notice to Proceed of the contract, shall constitute a Final Decision and Order of the College to award the contract if no written protest after the "Notice of Award," "Recommendation for Award," or "Intent to Award" is filed with the College's Procurement Services office within five (5) working days or seven (7) calendar days, whichever is later, of the "Notice of Award," "Recommendation for Award," or "Intent to Award."
3. Authority to Resolve Protests: The College's Board of Education shall have the authority to settle or resolve a written protest submitted, in accordance with the requirements of this Section.
4. Decision: If appeal of the Initial Determination and Findings is timely filed, the College's Board of Education shall review the Protest, and the Board's determination shall constitute the College's Final Decision and Order on the protest.

C. *Protest Process Period/Calendar Days*

If a period in this protest process ends in a Saturday, Sunday, other Legal holiday, or College designated closure day, it shall be deemed extended through the next following business day.

17. Offeror's Questions, Addenda, Unforeseen Closures, Substitutions

- A. Offerors and/or sub-Offerors shall promptly notify the College, through the design professional identified in the Public Notice, or the Purchasing Management Analyst if a design professional is not identified in the Public Notice, of any ambiguity, inconsistency or error which they may discover upon examination of the Solicitation Documents or of the site and local conditions. No interpretation of the meaning of the drawings, specifications, or portions of the Solicitation Documents will be made to any Offeror orally. Neither the College nor the design professional will be responsible for any other explanations or interpretations of the proposed documents.
- B. Any necessary corrections will be made in the form of formal addenda; if such corrections/changes are issued, an acknowledgement of receipt of addenda must be noted either with submission of the Offer or separately prior to the opening of the Offer(s). All addenda, with the exception of addenda to the Closing date and time, will be issued not less than 72 hours before the specified Closing date and time. Addenda specifically related to the Closing date and time may be issued with less than 72 hours notice. Failure of any Offeror to receive any such addenda or interpretation shall not relieve the Offeror from any obligation under its Offer as submitted.
- C. If the Offeror (or any person submitting an Offer to the Offeror and/or subsequently in contact with the Offeror, relating to the subject project) knows, or should have known, that an ambiguity, discrepancy, error, omission or conflicting statement exists in the Solicitation Document, said Offeror has an obligation to seek a clarification thereof from the Architect/Engineer, or the Purchasing Management Analyst if a design professional is not identified in the Public Notice, prior to the Closing of the Solicitation. The College will welcome such a clarification request, and, if deemed necessary by the College, the design professional or Purchasing Management Analyst will issue a written addendum on behalf of the College's Procurement Services office clarifying the matter in question.
- D. In the event the College is closed due to unforeseen circumstances such as, but not limited to, inclement weather, power outages, and/or acts of God, all prospective Offerors known to have obtained the Solicitation Document will be notified by telephone as soon as possible of a revised Closing date and time, followed by a written addendum.

18. Affirmative Employment Practices

- A. Pursuant to the equal opportunity and affirmative action provisions of Section 202 of Executive Order 11246, Section 504 of the Rehabilitation Act of 1973, Title VI of the Civil Rights Act of 1964, the Age Discrimination Act, and the Americans with Disabilities Act of 1990, the Americans with Disability Act Amendment of 2008, and amendments thereto, to the extent the same are applicable to the manufacture and/or sale of the goods purchased hereunder, or the contracting and/or subcontracting of services or work hereunder, the Offeror agrees not to discriminate against or harrass any client, employee, or applicant for employment or for services, because of race, religion, color, sex, age, national origin, ethnic origin, sexual orientation, gender identity, marital status, citizenship status, pregnancy and related conditions, family relationship, veteran's status, disabilities, tobacco usage during work hours, whistle blowing, victim of domestic violence and genetic information in any educational

programs, activities or employment with regard to, but not limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; selection for training; rendition of services. It is further understood that any Offeror who is in violation of this clause may be barred forthwith from receiving awards of any purchase order, purchase agreement, Contract, or similar acquisition instrument, from the College unless a satisfactory showing is made that discriminatory practices have terminated and that a recurrence of such acts is unlikely.

Persons having questions about equal opportunity/affirmative action should contact the Affirmative Action Officer at 4000 Lancaster Drive NE, Salem, Oregon 97309-7070, or call 503.399.4784. To request this publication in an alternative format, please call 503.399.5192.

19. Subcontractors

- A. All Subcontractors proposed for the Work must be acceptable to the College.
- B. Contractor shall comply with ORS 279C.580.
- C. The College reserves the right to request the proposed Subcontractor(s) to complete an Offeror Qualification Form. This form will be similar to those required of an Offeror under these Instructions to Offerors.
- D. The Contractor shall require all Subcontractors to provide and maintain general liability, automobile liability, professional liability (if applicable), and workers' compensation insurance for the coverage equivalent to those required of the general contractor. The Contractor shall require Certificates of Insurance from all subcontractors as evidence of coverage.

20. Prevailing Wage Rates

When Prevailing Wage Rates for public works established by the State of Oregon, Bureau of Labor and Industries are cited or contained herein, they are required to be incorporated as a portion of the Offer provided in response to this Solicitation Document.

21. Nonassignability

Once a Contract has been entered into between the successful Offeror and the College, the contract shall not be transferable to another contractor or subcontractor without the full and written consent of the College. The original Contractor's responsibility for the performance of the Contract shall remain, even if the College should agree to the assignment of a subcontractor.

22. Noninterference with College Operations

The entire work shall be executed in such a manner as to not interfere with the continued free and comfortable use of existing structures, walks, and/or grounds for College purposes.

- A. At the time of completion of the Work, the Contractor shall remove all rubbish in and about the building, and all his/her tools, scaffolding, and surplus materials and shall leave his/her work "broom clean." In case of failure to do so, the College may remove the rubbish and charge the cost to the Contractor.

23. Use of College Facilities/Resources

To ensure equitability and fairness to all Offerors, the use of College facilities and/or resources for preparation of Offer(s) is limited to those facilities and/or resources available and accessible to the general public (e.g. pay telephones, restrooms, public access/meeting areas).

24. Gratuities/Gifts

The College may, by written notice to the Contractor, cancel this Contract if it is found by the College that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer, agent or otherwise (irrespective of whether the person is compensated for services by the College), or employee or agent of Chemeketa Community College. In the event this contract is canceled by the College pursuant to this provision, the College shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of this cost incurred by the Contractor in providing such gratuities/gifts.

25. Cancellation for Lack of Funding

The Contract awarded as a result of this Solicitation Document may be cancelled without any further obligation on the part of Chemeketa Community College, its officers, directors, and employees in the event that sufficient appropriated funding is unavailable to assure full performance of its terms. The successful Offeror shall be notified in writing of such non-appropriation at the earliest opportunity.

26. Independent Contractor Status

The service or services to be rendered under this Contract are those of an independent contractor. Contractor is not an officer, employee, or agent of Chemeketa Community College as those terms are used in ORS 30.265.

Successful Offeror agrees that it is an independent contractor as defined by ORS 701.025 and not an agent or employee of the College. Successful Offeror agrees to defend, indemnify, and hold the College harmless from and against any and all claims, demands, and causes of action of any kind or character arising in favor of any person, on account of personal injuries, or death, or damage to property occurring, growing out of, incident to, or resulting directly or individually from, the operations or activities of the successful Offeror, its employees, or sub-contractors and to pay all claims, damages, legal costs or other expense or liability related thereto.

27. Equipment and Materials (Construction)

Successful Offeror shall be responsible for any loss, damage or destruction of its own property, equipment, and/or materials used in conjunction with the Work.

28. Professional Services (Lawyers, Design Professionals, Physicians, etc.)

If this Contract is deemed to be a "Professional Services Contract," the Contractor shall maintain professional liability insurance for errors and omissions including personal injury. If coverage is written on a Claims Made Form, the successful Offeror shall: maintain insurance policy for a duration of three (3) years for projects valued \$1 million or less, and five (5) years for projects valued over \$1 million or the maximum time period available to the Contractor in the marketplace,

if this is less than the required time period based on project size. Any deductible shall not exceed \$50,000 per claim.

29. Hold Harmless and Indemnification Clause

Successful Offeror shall indemnify, defend and hold harmless Chemeketa Community College, its officers, agents, board members, volunteers, and employees from any claims, actions, liability or cost, including attorneys' fees and/or cost of defense arising out of or in any way relating to the Work performed under this agreement, and arising from the sole or joint negligence of the successful Offeror, except to the extent otherwise void under ORS 30.140.

30. Waivers or Exceptions

Any exceptions or waivers to these requirements shall be subject to review and approval by the College, in writing.

31. Official Notice

All official notices shall be mailed to the Chief Financial Officer, Chemeketa Community College, PO Box 14007, Salem, Oregon 97309.

32. Insurance Carrier

The College shall have the right to approve all insurers under this Contract. The College reserves the right to reject any or all insurance companies with an unacceptable financial rating.

33. Laws Governing

Contract(s) and/or disputes arising out of the Solicitation Document and/or Contract Documents shall be governed by and construed according to the laws of the State of Oregon. Venue for any action related to this agreement shall be in the Circuit Court for the County of Marion, Oregon; provided, however, if the claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. Contractor hereby consents to the *in personam* jurisdiction of said courts.

