



Request for Proposal (RFP)

#2509 Bond Project Coordinator

**Project Management Information Systems Implementation,
Owners Representative, and Technical Assistance Services**

Issue Date: August 28, 2025

**Closing/Submittal Date: September 25, 2025 at 2:00 p.m.
(All Times Are In Local Time)**

SUBMITTAL LOCATION: procurement@chemeketa.edu

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PART I: Invitation

1) Invitation

Chemeketa Community College of Salem, Oregon, hereinafter, "College," invites proposals from Project Management Information Systems Implementation, Owners Representative and Technical Assistance Services Providers (hereinafter, "Proposer," or "Provider," or "Firm," or "Contractor" to provide a variety of services to the College. "Proposal Documents" and "invitation" shall mean this Request for Proposal (RFP) in its entirety. The Project Management Information Systems Implementation/ Owners Representative Technical Assistance Services defined herein shall be referred to as the *services*.

Interested individuals and firms which are licensed to provide these services in the state of Oregon and which qualify in accordance with the requirements stated herein are invited to submit proposals to accomplish the Scope of Work defined within this invitation.

Copies of the Request for Proposals (RFP) are online and may be obtained free of charge by downloading from: procurement@chemeketa.edu

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

2) Submittal of Proposals

Interested individuals and firms may submit responses to this invitation by completing the requested documentation and submitting it at: procurement@chemeketa.edu not later than the time and date set for submittals shown on Page 1 of this solicitation.

Delivery is the sole responsibility of the proposer. Proposals not received by the submittal date will not be considered.

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END OF PART I

PART II: Instructions to Proposers

1) **Definitions**

Hereinafter Chemeketa Community College shall be referred to as "College". College, invites proposals from Project Management Information Systems Implementation, Owners Representative and Technical Assistance Services Providers (hereinafter, "Proposer," or "Provider," or "Firm," or "Contractor" to provide a variety of services to the College. "Proposal Documents" and "invitation" shall mean this Request for Proposal (RFP) in its entirety. The Project Management Information Systems Implementation/ Owners Representative Technical Assistance Services defined herein shall be referred to as the *services*.

2) **Proposers' Representation**

Proposers, by the act of submitting their proposals, represent that:

- a) They have read and understand the Proposal Documents and their Proposal is made in accordance therewith;
- b) They have familiarized themselves with the local conditions under which the work will be done to their satisfaction; and
- c) Their Proposal is based upon the requirements described in the Proposal Documents without exception (unless exceptions are clearly stated in the response).

3) **Conditions of Submittal**

By the act of submitting a response to this invitation the proposer certifies that:

- a) The proposer and each person signing on behalf of any proposer 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 College Board of Education or other 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 proposal, or in the services to which it relates, or in any of the profits thereof **other than as fully described in the Transmittal Letter submitted in response to this invitation**;
- b) The proposer has examined all parts of the Request for Proposal, including all requirements and contract terms and conditions thereof, and, if its Proposal is accepted, the proposer shall accept the contract documents thereto unless substantive changes are made in same without the approval of the proposer; and
- c) The proposer, if an individual, is of lawful age; is the only one interested in this proposal; and that no person, firm or corporation, other than that named, has any interest in the proposal, or in the contract proposed to be entered into.

4) **Interpretation or Correction of Proposal Documents**

- a) Proposers shall promptly notify the College of any ambiguity, inconsistency, or error which they may discover upon examination of the Proposal Documents or the site and local conditions.

- b) Proposers requiring clarification or interpretation of the Proposal Documents shall make a request for same to the College's Purchasing Coordinator in writing by email to procurement@chemeketa.edu
- c) The College will attempt to provide verbal clarifications where appropriate; however, any interpretations, corrections, or changes of the Proposal Documents shall be made by written, published addenda. Interpretations, corrections, or changes of the Proposal Documents made in any other manner will not be binding, and Proposers shall not rely upon such interpretations, corrections, and changes.
- d) Should any doubt or difference of opinion arise between the College and a proposer as to the items to be furnished hereunder or the interpretation of the provisions of this solicitation, the decision of the College shall be final and binding upon all parties.

5) Requests for Additional Information

Requests for information regarding College services, programs, personnel, or financial systems, or any other information shall be submitted in writing directly to the Purchasing Coordinator by email to procurement@chemeketa.edu. All requests for clarification of any part of this solicitation or for additional information shall be submitted in writing on or before ten (10) working days prior to the proposal submittal date (closing date). Answers shall be provided to all Proposers of record on the date that answers are available.

6) Addenda

- a) Addenda shall be made available by posting them at procurement@chemeketa.edu.
- b) No addenda shall be issued later than four days prior to the date set for receipt of Proposals except an addendum, if necessary, postponing the date for receipt of Proposals, or withdrawing the invitation.
- c) Each proposer shall ascertain, prior to submitting a Proposal, that the proposer has received all Addenda issued, and receipt of each Addendum shall be acknowledged in the appropriate location on the Proposal Form.

7) Competition

Proposers are encouraged to comment, either with their proposals or at any other time, in writing, on any specification or requirement within this RFP which the proposer believes will inordinately limit competition.

8) Complaints and Inequities

Any complaints or perceived inequities related to this RFP or award of work referenced herein shall be in writing directly to the Purchasing Coordinator by email to procurement@chemeketa.edu and shall be received not later than ten (10) working days prior to the proposal submittal date (closing date). Such submittals will be reviewed upon receipt and will be answered, albeit on a preliminary basis, within five (5) calendar days of receipt by the College.

9) Cost of RFP and Associated Responses

This RFP does not commit the College to paying any costs incurred by any proposer in the

submission or presentation of a proposal, or in making the necessary studies for the preparation thereof. Responses to this solicitation are purely voluntary.

10) Right to Clarification and Additional Research

- a) The College reserves the right to obtain clarification of any point in a Proposal or to obtain additional information necessary to properly evaluate a particular Proposal. Failure of a proposer to respond to such a request for additional information or clarification could result in a finding that the proposer is non-responsive and consequent rejection of the Proposal.
- b) The College may obtain information from any legal source for clarification of any Proposal or for information on any proposer including, but not limited to, the Proposer's clients, police files, insurance files and agencies, credit bureaus and professional organizations. The College need not inform the proposer of any intent to perform additional research in this respect or of any information thereby received.
- c) The College may perform, at its sole option, investigations of any proposer. Information sought may include, but shall not necessarily be limited to credit history, recent financial statements, current litigation, bonding capacity and related history, contracting references, etcetera. All such documents, if requested by the College become part of the public records and may be disclosed accordingly. If the College finds that a proposer is unable to demonstrate financial responsibility in accordance with ORS 279A.010(1)(p) in the sole judgment of the College, then that respondent's proposal shall be declared non-responsible and the subject proposal shall be rejected in accordance with OAR 125-247-0500. ORS 279B.110 ORS 279B.060

11) Multiple Proposals

Each proposer may submit only one proposal (multiple proposals from the same proposer, even if under different firm names, will not be accepted). If any person is named as a principal or key provider in more than one proposal, all such proposals so involved shall be ruled non-responsive.

12) Number of Copies

Only one proposal will be entertained from each Proposer. ***Proposals shall be formatted to print on 8.5" x 11" paper, portrait orientation (except an occasional schedule which may be in landscape orientation, if necessary, formatted to print on 11" x 17").***

13) Rejection of Proposals

The College reserves the right to reject any or all proposals received as a result of this invitation. Proposals may be rejected for one or more of the following reasons, including but not limited to:

- a) Failure of the proposer to adhere to one or more of the provisions established in this RFP;
- b) Failure of the proposer to submit a proposal in the format specified herein;
- c) Failure of the proposer to submit a proposal within the time requirements established herein;

- d) Failure of the proposer to adhere to ethical and professional standards before, during, or following the proposal process;
- e) Failure of the proposer to provide all fees, costs, sureties, and bonds, as requested and in the format specified.

The College may reject any proposal not in compliance with all prescribed public procurement procedures and requirements, and may reject for good cause any or all proposals upon a finding of the College that it is in the public interest to do so as per ORS 279B.100.

14) Modification or Withdrawal of Proposal

- a) A Proposal may not be modified, withdrawn, or canceled by the proposer for 90 (ninety) calendar days following the time and date designated for the receipt of Proposals except by additional information or clarification resulting from a request for same from the College.
- b) Prior to the time and date designated for receipt of Proposals, Proposals submitted early may be modified or withdrawn only by emailing the request to procurement@chemeketa.edu.
- c) Withdrawn Proposals may be resubmitted up to the time designated for the receipt of Proposals provided that they are then fully in conformance with these Instructions to Proposers.

15) Proposal Ownership

- a) All proposals submitted become the property of the College and, as such, are considered public information, and are subject to public disclosure within the context of the federal Freedom Of Information Act and ORS 279B.110(3).
- b) Unless certain pages or specific information are specifically marked "proprietary" *and* qualify as such within the context of the regulations stated in the preceding paragraph, the College shall make available to any person requesting information through the College's processes for disclosure of public records, any and all information submitted as a result of this solicitation without obtaining permission from any proposer to do so. Prices, makes and model or catalog numbers of items offered, scheduled delivery dates and terms of payment *shall not* be confidential but shall be publicly available regardless of any designation to the contrary.

16) Prevailing Opinion

Should any doubt or difference of opinion arise between the College and a proposer as to the items to be furnished hereunder or the interpretation of the provisions of this RFP, the decision of the College shall be final and binding upon all parties.

17) Timing

The following schedule meets the College's desire to have a firm selected by October 16, 2025.

Issue RFP	August 28, 2025
Date Email Questions Due	September 15, 2025

Date Final Addenda can be issued	September 22, 2025
Submittals Due	September 25, 2025, 2:00 pm
Interview Short List Notification (tentative)	October 2, 2025
Oral Interviews (tentative)	October 7 & 8, 2025
Contract Awarded (tentative)	October 16, 2025

END OF PART II

PART III: General Contract Conditions

THIS AGREEMENT is entered into by and between Chemeketa Community College, a Community College District of the State of Oregon, hereinafter called COLLEGE, and the selected proposer, hereinafter called CONTRACTOR.

WHEREAS, the College has need for the services of an entity to provide ***Project Management Information Systems Implementation, Owners Representative, and Technical Assistance Services*** with the particular training, ability, knowledge, and experience possessed by the CONTRACTOR, in consideration of the referenced costs, prices, charges and fees, the CONTRACTOR agrees to provide during the period(s) indicated in the proposal, the services indicated herein.

In providing these services, it is understood and agreed that all conditions herein shall apply to all such services rendered within the context of this invitation and resulting award.

1) **Standard Terms of Contract**

All terms listed therein are hereby incorporated into the contract for the provision of Project Management Information Systems Implementation, Owners Representative and Technical Assistance Services.

2) **Contractor Status**

Contractor is engaged as an Independent Contractor and shall be responsible for all Federal and State taxes as applicable to this contract and the payments made therewith.

3) **Contractor Supervision and Control**

Whether Contractor is a corporation, partnership, other legal entity, or an individual, Contractor is an Independent Contractor. If Contractor is an individual, Contractor's duties will be performed with the understanding that Contractor is a self-employed person and has special expertise as to the services which Contractor is to perform and that Contractor is customarily engaged in the independent performance of the same and/or similar services for others. The manner in which the services are performed shall be controlled by Contractor; however, the nature of the services and the results to be achieved shall be specified by the College. Contractor is not to be deemed an employee of College and has no authority to make any binding commitments or obligations on behalf of College except to the extent expressly provided herein or in subsequent specific written instructions from an officer of the College.

4) **Reporting of Payments**

The College shall report the total amount of all payments to the Contractor including any expenses, in accordance with Federal Internal Revenue Service and State of Oregon Department of Revenue regulations.

5) **Eligibility for Public Assistance or Support**

Contractor shall not be eligible for any Federal Social Security, State Worker's Compensation, Unemployment Insurance, or Public Employee's Retirement System benefits from subject contract payments, and Contractor shall be responsible for same as a self-employed individual or firm.

6) **Indemnification**

- a) Contractor agrees that performance under this contract is at Contractor's sole risk and that the Contractor shall carry "errors and omissions" insurance for the purpose of indemnifying the College's Board of Education, agents, officers and employees, from any and all liability for damages, costs, losses and expenses resulting from, arising out of, or in any way connected with **the Contractor's failure to perform fully hereunder** or any associated negligence by Contractor.
- b) In the event any such action or claim is brought against College, Contractor shall, upon notice of the expense, promptly satisfy any judgment adverse to College and shall reimburse College for any loss, cost, damage, or expense (including legal fees) suffered or incurred by College.
- c) The Contractor agrees to indemnify and hold harmless the Chemeketa Community College Board of Education, its agents, employees, and successors from any liability arising out of the performance of this contract, the rendition of the services thereunder, and all aspects of this contract.

7) **Termination of Contract**

- a) The contract resulting from this solicitation may be terminated at any time by the College for good cause. Good cause may be such items as breach of contract by Contractor, failure of Contractor to fulfill requirements for insurance, workers compensation, professional registration, bonding or licensing, failure of Contractor to perform in accordance with any requirements of the contract including the meeting of delivery dates, invoicing, filings, and other requirements.
- b) Failure to reach agreement on subsequent-year fees.
- c) Any suit is filed against the College regarding the Contractor's performance, which, in the opinion of a neutral third-party attorney, is significant and substantive and has a reasonable likelihood of success.
- d) The Contractor engages in anti-competitive activities such as blocking competition, displays of favoritism, improper patronage, fiscal impropriety or any other activities which, in the sole judgment of the College, are not in concert with the mission and scope of work stated above.
- e) Other valid reasons, for example, may be for lack of funds, for unacceptable performance of the Contractor, for lapse of required services provision, for lapse of required registrations or insurance coverage, or for any other documentable reason.
- f) This contract may also be terminated for convenience of the College.
- g) The contract may be canceled by the delivery of a written notice to that effect, from the College President or their designee, at their sole discretion, giving thirty calendar days' notice of intent to cancel. The notice shall give the reason for termination of the contract. At the end of the thirty-day period, if the notice is not rescinded, in writing, from the College President or their designee, the contract shall be deemed to have been canceled.

8) **Legal Costs and Venue**

- a) In the event of litigation involving the terms and conditions of this contract or the performance hereunder, the prevailing party shall be entitled to recover reasonable attorney fees, costs and expenses from the losing party, including all such fees, costs and expenses of

appeal.

- b) State of Oregon law shall prevail throughout the execution of this contract and any performance hereunder. Any litigation undertaken with respect to the execution of, or performance within the context of, this contract shall take place within the State of Oregon and State of Oregon Laws shall prevail throughout any such litigation.
- c) Contractor agrees that in the event suit is instituted by the College for any default on the part of the Contractor hereunder and Contractor is found liable, Contractor shall pay to the College all costs, expenses (expended or incurred) by the College in connection therewith, and reasonable attorney fees.
- d) All actions relating to this contract shall be tried before the courts of the State of Oregon to the exclusion of all courts which might have jurisdiction apart from this provision. Venue in any action shall lie in the Circuit Court of Marion County, Oregon.

9) **Recovery of Costs in Event of Termination**

In the event of a termination of this contract by College because of a breach by Contractor, College may complete the work by contracting with another appropriately qualified firm or individual. Contractor shall be liable to College for any reasonable costs or losses incurred by College arising out of or related to the breach. College may withhold payment of reasonable portion of monies due Contractor for work performed to the date of termination and College may offset any amount due Contractor against the costs and losses incurred by College.

10) **Records and Inspection of Same**

Contractor shall maintain its records generated within the context of this contract for a period of not less than three full contract years following completion of the then current contract year. Upon reasonable advance notice, College or its authorized representatives may, from time-to-time, inspect and make appropriate copies of Contractor's records that relate to this contract.

11) **Insurance**

- a) Contractor shall maintain in force for the duration of this contract the insurance coverage specified below. Each policy required by these provisions shall be written as a primary policy, not contributing with or in excess of any coverage which College may carry. A copy of each policy or a certificate satisfactory to College shall be submitted to College prior to commencement of the work each year. Unless otherwise specified, each Certificate of Insurance shall show an insurance carrier licensed to do business in the State of Oregon and shall contain an endorsement entitling College to not less than 30 days prior written notice of any material change, non-renewal, or cancellation.
- b) The adequacy of all insurance required by these provisions shall be subject to approval by the College. Failure to maintain any insurance coverage required by this contract shall be cause for immediate termination of this contract by College.
- c) All insurance shall be provided at the Contractor's expense.

12) **Comprehensive General Liability**

Contractor shall maintain a broad form comprehensive general liability and automobile liability insurance policy with coverage of not less than \$1,000,000 combined single limit per occurrence,

with aggregate of \$2,000,000 for bodily injury, personal injury, or property damage. Such policy shall contain a contractual liability endorsement naming College as an additional insured, in a form satisfactory to College, and shall expressly provide that the interest of College shall not be affected by Contractor's breach of policy provisions.

13) Workers' Compensation and Employers' Liability Insurance

Contractor shall maintain a current policy of workers' compensation and employers' liability coverage. Contractor shall comply with the Oregon Workers' Compensation law (ORS 656) by qualifying as a carrier-insured employer or as a self-insured employer and shall strictly comply with all other applicable provisions of such law. Contractor shall provide College with such further assurances as College may require from time-to-time that Contractor is in compliance with these workers' compensation coverage requirements and the workers' compensation law.

14) Professional Liability Insurance

Contractor shall maintain professional liability insurance ("errors and omissions") providing coverage in an amount not less than \$1,000,000, with a deductible of not more than \$10,000, to protect Contractor from claims for errors or omissions arising from Contractor's work under this agreement. Failure to maintain professional liability insurance in accordance with this paragraph shall be cause for immediate termination of this contract by College.

15) Limitation of Liability

The Contractor shall not be liable for failure to perform its obligations herein when such failure is unequivocally the result of acts beyond the Contractor's control (force majeure); some, but not all, such acts are acts of God or of the public enemy, acts of local, state or federal government in either their sovereign or contractual capacity, fires, floods, civil disobedience, strikes, lock-outs, freight embargoes, inclement weather, errors or defects in the data supplied by the College, or other such failures and shortcomings.

16) Subcontracting and Assignment

Contractor shall not subcontract any work under this contract or assign this contract, in whole or in part, or any right or obligation hereunder, without College's prior written approval. Contractor shall require any approved subcontractor or assignee to agree, as pertains to the portion subcontracted or assigned, to comply with all obligations specified in this contract. Notwithstanding College's approval of a subcontractor or assignee, Contractor shall remain obligated for full performance of this contract and College shall incur no obligation to any subcontractor or assignee.

17) Discrimination

The Contractor agrees not to discriminate against any client, employee or applicant for employment or for services, because of race, creed, color, national origin, sexual orientation, gender, ethnic background, or age 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 Contractor who is in violation of this clause shall be barred forthwith from receiving awards of any kind from the College, unless a satisfactory showing is made that discriminatory practices have terminated and that a recurrence of such acts is unlikely.

18) Notices

Notices in compliance with this contract shall be deemed given when, emailed to procurement@chemeketa.edu, personally delivered, or upon deposit in the United States mail, postage fully prepaid, certified, and return receipt requested, addressed to:

College: Address on Cover of this RFP
Contractor: Address given in Response Documents to RFP

or such other address as either party may provide by notice given in accordance with this provision.

19) Performance Standards and Compliances

All work performed within the context of this agreement shall be in compliance with Oregon and local laws and regulations, and other Federal, State and Local laws and regulations as may be applicable to the College. Contractor shall comply with all federal, state, local and College laws, policies, rules and regulations concerning environmental health and safety and workers' compensation. Contractor shall permit inspection of all service units under its control by the applicable authority and shall comply in a timely manner with all directives issued by such authorities and regulatory bodies.

Contractor's attention is especially directed to

- a) Oregon Revised Statute Chapter 30 (Public Agency Torts)
- b) Oregon Revised Statute Chapter 192 (Public Records and Public Meetings Laws)
- c) Oregon Revised Statute Chapter 279A, 279B and 279C (Purchasing)
- d) Oregon Revised Statute Chapter 341 (Community Colleges)
- e) Oregon Revised Statute Chapter 656 (Workers' Compensation Laws)
- f) Oregon Revised Statute Chapter 659A (Unlawful Discrimination Labor)
- g) Oregon Administrative Rules Chapter 125 (Purchasing)
- h) Oregon Administrative Rules Chapter 137 (Attorney General's Model Contract Rules)

20) Payment Terms

At the end of each month of service, the Contractor shall submit to the College an invoice for fees due rendered on the Contractor's letterhead or other standard form entitled, "Invoice", or "Billing" for work completed during the immediately preceding month. Payment of undisputed fees will be made within 30 calendar days of receipt of invoice. Disputes will be addressed and attempts for resolution will be made within ten calendar days of receipt of invoice.

21) Remuneration / Fees

Except for special projects assigned by the College with a scope clearly outside of the requirements stated herein, the Provider shall be compensated entirely by fees for services directly related to the provision of services as defined herein. The fixed fees offered in the response to this Request for Proposal shall remain firm for a period of one year. The single fee shall include all the work described in this solicitation and shall not be excepted for any reason including such eventualities as increases in costs, changes of ownership, changes of staff and minor changes in the scope of work defined.

22) Contract Engagement Term and Conditions Thereto

- a) The term of this Contract shall commence upon the date of last signature by all parties and shall continue for one full year unless earlier terminated or later extended as provided herein.
- b) At the discretion of College, and upon mutual agreement of the parties, this Contract is

renewable each year for up to 4 additional years, but not beyond a total of 5 years.

- c) 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.

23) Intergovernmental Participation

- a) Pursuant to Oregon Revised Statute 279A.215, other governmental agencies, bodies, or districts may participate in the award resulting from this solicitation as if said agencies had generated this solicitation and made this award on their own behalf. Such participation shall be enabled and inaugurated on the basis of an intergovernmental agreement between the Participating Agency and the College.
- b) The Contractor shall have the option of declining participation in any such agreement; that is, Contractor participation in provision of 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, service provision, 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.
- c) If the Contractor agrees to participate, all such participation shall be on the basis of this solicitation and the resulting award except that reasonable changes in fees and terms may be negotiated directly between the Participating Agency and the Contractor to accommodate differences in distances and local conditions. All such changes shall be solely between the Contractor and the Participating Agency. The Contractor shall report all commercial activity resulting from this solicitation and award to the College when requested to do so.
- d) Any such participation by the Contractor and any contracts negotiated by the Participating Agency with the Contractor shall have no bearing and no effect upon the contract between the College and the Contractor.

24) Subsequent Year Fees

- a) Each subsequent year's proposed new fees shall be submitted to the College by the Contractor not later than 90-days prior to the contract expiration date for review, negotiation, and finalization. If a settlement is not reached by the contract expiration date, the College may, at its sole discretion, solicit proposals for the services stated herein from other Contractors and, at its sole option, terminate the agreement on the basis of *inability to reach an agreement on remuneration*.
- b) For each year that this contract is renewed a new fee and schedule of fees for additional services shall be calculated. The schedule of fees applicable to the first contract year shall be those submitted with the selected proposal as may be modified during the clarification and award process. Thereafter, the fee for each subsequent fiscal year shall not exceed the previous year's fee, plus the percentage increase in the annualized Western Region (Cities of 50,000 to 300,000) Consumer Price Index (CPI), according to the U.S. Department of Labor, Bureau of Labor Statistics, as determined using December of each calendar year as the comparison point.

25) Contract Documents

The contract documents include the following: This solicitation, in its entirety; The Contractor's response to this solicitation; and Amendments to either of the above which may be agreed to by both parties from time to time.

26) **Integration and Severability**

The contract documents as defined above embody the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein, incorporated within the enabling purchase order, either directly or by reference, and understood to be the ***contract documents***. This contract shall supersede all prior communications, representations, or agreements, either oral or written, between the parties. This contract shall not be amended except in writing, signed by both parties. If any of the provisions herein are determined to be invalid under any local, state or federal statute, regulation, or rule of law, such provision shall be deemed omitted from this document. Each provision of this agreement is severable, and if any provision is held to be unenforceable or is vacated by mutual agreement of the parties in writing, the remainder of the provisions shall remain in effect, undiminished and unchanged.

END OF PART III

PART IV: Reserved

END OF PART IV

PART V: Scope & Statement of Work

1) General Description

In May of 2025, the Chemeketa District voters passed a bond measure for \$140 million.

Approximately \$30 million has been dedicated to the Building 7 Renovation project that the college has already begun, therefore this contract will cover the remaining \$110 million worth of bond related projects which include, at a minimum, a new Trades Center (CTI Building), Building 3 Remodel, Building 2 Remodel, Woodburn Science Lab, and numerous deferred maintenance projects. See the DRAFT project spreadsheet on page 19.

The contract awardee will be responsible for overseeing the scheduling and implementation of all remaining bond related projects, establishing construction project management protocols, implementing project management software tools, providing a technical overview of procurement efforts for conformance with area industry best practices and general conformance with Oregon procurement statutes, and possibly act as the owner's representative/project manager on 2 to 5 larger projects. The College would like to establish an initial implementation contract for one year with the option to renew the contract annually for up to an additional four years.

The success of the Bond Program needs to establish centralized documentation and process workflows for timely, consistent project operations and communication. Based on created centralized document management, construction approval workflows (ex. RFIs, Change Orders), and information dashboards to actively and transparently manage scope, schedule, and budget. Smartsheet is user-friendly and can keep project team members and stakeholders engaged in real-time from any computer.

2) Project Management Information System (PMIS) Implementation Assistance

Description of Work to be performed by the Consultant including but not limited to:

- a. Interface with College on specific program needs
- b. Flowchart finance reporting needs
- c. Flowchart procurement/contracting approval workflows
- d. Flowchart pay application/invoice approval and payment workflows
- e. Provide an outline of alternatives for Smartsheet's set-up/data organization
- f. Establish phased work plan for Smartsheet implementation
- g. Smartsheet's project specs; integration with vendor contract requirements
- h. Create project templates for all phases of the project
- i. Set up basic dashboards for CTI Building, Woodburn Science Project. Building 3 and Building 2 Remodel Projects
- j. Set up Vendor Portal
- k. Create program templates
- l. College staff training

3) Owner's Representative/Project Manager

This will be an as requested service. The College does not guarantee that these services will be requested. If requested, a separate statement of work and fee schedule will be developed for each individual project. If an agreement cannot be reached between the parties, the College reserves the right to bid the services outside of this contract.

4) Technical Assistance

As a part of the overall contract and included in the proposed fee for the overall bond Program PMIS implementation, the College expects to receive from the Contractor a variety of technical assistance throughout the fiscal year. This assistance would include answers to accounting, reporting, or internal control questions which could require telephone conversations of five or ten minutes in length. These types of assistance shall be rendered within the context of the overall fee and shall not be charged in addition to the agreed-upon fee unless approved in advance as discrete items by separate Change Order or Amendment.

Items related to ongoing Owners Representative and Technical Assistance that should be included as a fee not-to-exceed on an annual basis, separate from the PMIS implementation fee, should include:

- a) Assist in contract review and negotiation for Architectural/Engineering (A/E) services
- b) Assist in contract review and negotiation of Construction Manager /General Contractor (CM/GC) services
- c) Review and advise on contract amendments, change orders, and similar contract modifications
- d) Assist process review during bidding processes
- e) Assist in clarifying and resolving any document Discrepancies
- f) Smartsheet modifications and process refinement
- g) A review of the College's public contract practices and procedures related to construction and facilities maintenance.

5) **Changes in Scope and Additional Work**

The Contractor may be requested to perform special projects for the College. Because of variations in the demand for additional services from year to year, such work will be agreed upon in advance, contracted for, provided, and billed separately to the College on an hourly basis. All such work will be defined within a Change Order or Amendment stating maximum hours and fees. Hourly rates submitted by the proposer shall be used to ascertain the costs of separately contracted services. Fees for hourly rates shall be recalculated in accordance with Part III, Section 24 of this RFP.

In the event that PMIS implementation study require more intensive and detailed examination in addition to that which would be sufficient under normal circumstances, the Contractor shall provide all pertinent facts relative to the extraordinary circumstances together with the Contractor's estimate of the additional services and fees to the College required to resolve the issue(s). Any fees relating to such extensions of examination procedures shall be considered as additional fees subject to negotiation and such fees are not included within the scope of services to be performed under the original contract and the scope of work defined herein. In the event that the College's ability to raise revenue is severely restricted (such as the result of severe limitation in funding), the College retains the right to reduce the scope of work and to negotiate a fair fee for the reduced scope.

6) **Management Letter and Other Reports**

Reports covering examinations of financial statements, compliance with grant programs, and management letters shall be a matter of public record following acceptance by the Board of Education. The audited financial statements may appear in all official statements or other documents as may be applicable.

7) **Periodic Reports**

Within the boundaries of propriety and confidentiality, the Contractor shall provide summary reports and associated information on all activities, progress, incidents, and occurrences when appropriate

and/or as requested by the College from time to time.

8) Elective Reports

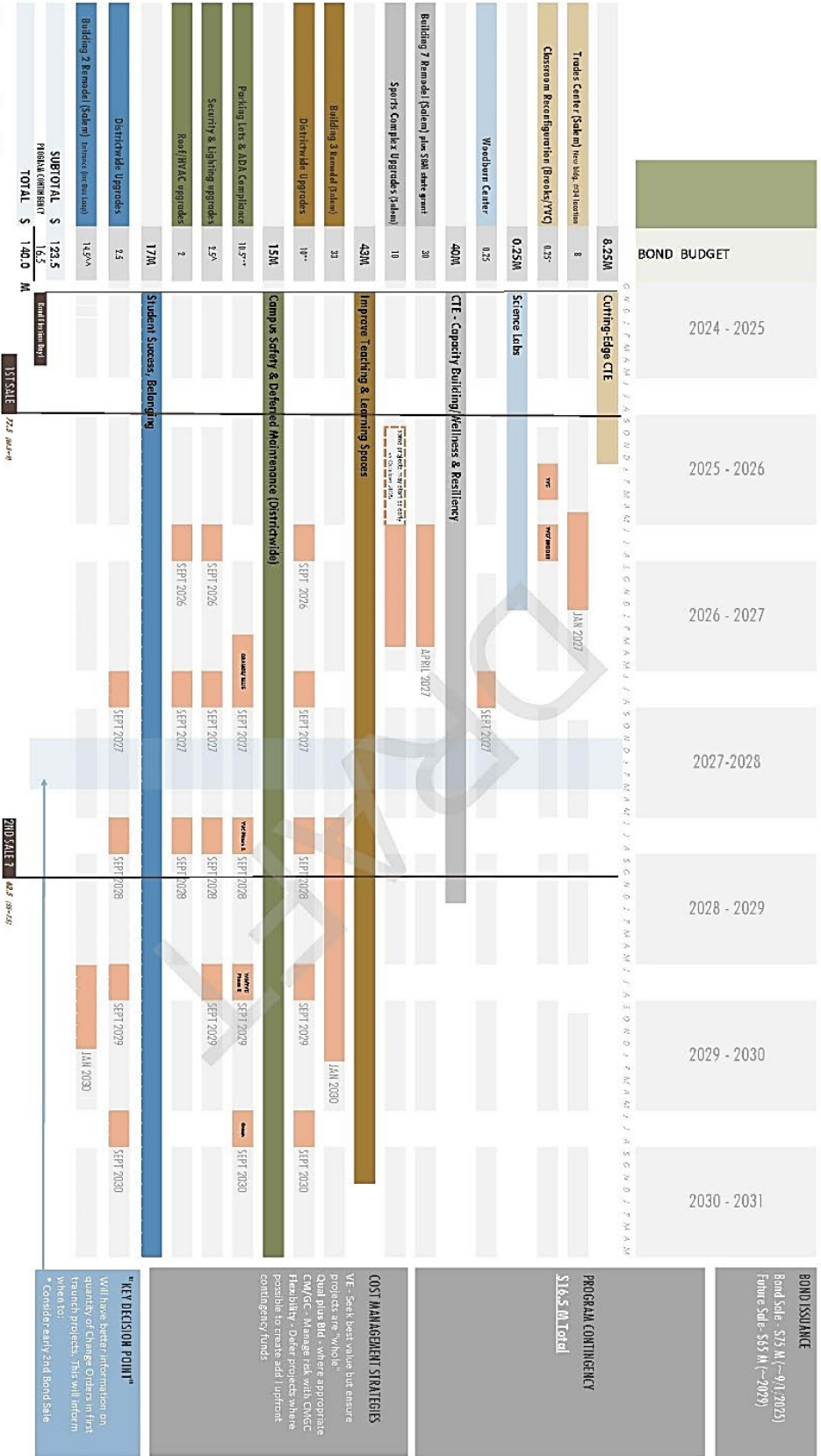
In addition to the PIMS implementation report and any associated formal management letter, the Contractor is encouraged to make reports to the Contract Manager, in letter form, which includes any findings, observations, opinions, recommendations, options, controls, accounting systems, data processing alternatives, compliance with laws, rules, and regulations, or any other matters related to the provision of services and the intent to provide sound project management that comes to the attention of the Contractor during the course of the contract and, in the opinion of the Contractor, warrant the attention of management.

9) College Responsibilities and Prerogatives

- a) The Director of Capital Projects is the Contract Manager for all the work described herein and shall manage the PMIS/Owners' Representative Services on behalf of the College.
- b) The College can provide on-site, temporary office space with telephone and internet connection for the period during which the PMIS implementation work takes place.

END OF PART V

2025 CHEMEKETA BOND PROGRAM - DRAFT



BOND ISSUANCE
 Bond Sale - \$75 M (~9/1/2025)
 Future Sale - \$55 M (~2029)

PROGRAM CONTINGENCY
 \$16.5 M Total

COST MANAGEMENT STRATEGIES
 VE - Seek best value but ensure projects are "whole"
 Lump sum Bid - where appropriate CM/At-Risk - Manage risk with CM/At-Risk
 Feasibility - Better projects where possible to create add'l upfront contingency funds

"KEY DECISION POINT"
 Will have better information on quantity of change orders in first tranche projects. This will inform when to:
 * Consider re-adv 2nd bond sale

*C scope may move to Summer 2026
 ** \$M reserved for this scope, \$5M reserved for bond bank/RYC and Warehouse, if necessary, since scope is finalized for these projects.
 *** Green parking lot may move earlier if SOG fees will be saved.
 A Security Camera scope is first phase.
 A-6a Stop relocation if key to construction commencing on this project. The "new entry" design is the major focus of this scope. All other scope on hold until further notice.
 2025-06-23 budget notes: Bldg 3 = \$5M, TEL = \$20M-45M scope odd, Parking Lots = \$3M, Security = \$1M, \$5.5M Upgrades = \$1M

PART VI: Proposal Content and Analysis

1) Content of the Proposal Shall Include

- a) Description and background of the firm;
- b) Experience of the assigned personnel, their role in the project, and additional resources;
- c) Relevant Project experience – List 2-3 similar projects;
- d) Outline a work schedule to encompass the documentation of the project management process and implementation of PMIS tools;
- e) Provide anticipated average monthly staffing time dedicated to Owners Representative Technical Assistance;
- f) Price Proposal:
 - i) A description of staff time allocations by project phase;
 - ii) A list of each individual or labor classification that will perform each task, together with the hourly rate that applies to the individual or labor classification;
 - iii) Annual fee anticipated for up to three years;
 - iv) Project Management Information System (PMIS) implementation assistance;
 - v) Owners Representative Technical Assistance (hourly fee not-to-exceed); and
 - vi) Annual reimbursable fee amount not to exceed including a list of expenses, including travel expenses, that the prospective consultant expects to incur in connection with providing the professional services.
- g) Completed signed Attachment B.

2) Selection Process

a) Proposal Analysis •• Phase One

Proposals shall be read by the members of the review committee. Proposals will be divided into two groups, those which are considered responsive and responsible, and those which are not. Those which are not will be withdrawn from consideration.

Responsive means that the proposal has complied with all the requirements of this invitation;

Responsible means that the proposer has been truthful, that pertinent negative information has not been withheld, that the proposal is not a sham, that the proposer and named staff are qualified as specified, that the proposer is adequately financially sound for a reasonable expectation of completion of the work, and that the proposer, in the sole judgment of the College, is capable of performing the work.

During the above evaluations all proposals will be ranked on a “pass/fail” basis.

b) Proposal Analysis •• Phase Two

Each remaining proposal will then be scored using Attachment A as the template for

scoring. The primary factors which will be considered include the Proposer's:

- i) Clear understanding of the work to be performed, demonstrated by the comprehensiveness and appropriateness of the proposal;
- ii) Specific technical experience of the firm with respect to the services specified in this solicitation;
- iii) Specific prior experience for large governmental, municipal, and/or post-secondary educational organizations;
- iv) Ability to manage staff and outside consultants efficiently and effectively; and
- v) Reasonableness of proposed work plan as demonstrated by the professionalism, clarity, and thoroughness of the proposal.

c) Proposal Analysis ••• Phase Three

Interviews and presentations of candidate firms may be held at the discretion of the committee; references will also be evaluated at this phase.

d) Proposal Analysis ••• Phase Four

Clarifications of the proposal and alterations of the proposed fees may be desired at the sole discretion of the College. The College may choose to analyze only on those items presented directly in the proposal and may only seek clarification if, in the judgment of the College, it is needed.

e) Proposal Analysis ••• Phase Five

The review committee will perform a final ranking of the proposals with the top-ranked proposal being that which suits the needs and objectives of the College best, second best, third best, etc.

END OF PART VI

**Attachment A RFP 2509
Project Management Information Systems Implementation/Owners Representative Technical Assistance Analysis Sheet**

NAME OF PROPOSER _____	ANALYZED BY _____	DATE _____
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SUBMITTAL SCORE SHEET

1) **Responsiveness** (*Proposal* has complied with all the requirements of this RFP) Y _____ N _____
If the minimum requirements have not been met, specify the reason(s):

2) **Responsibleness** (comment on Responsibleness as defined herein) Y _____ N _____
If the *Proposer* is not responsible state reason and *proceed no further with analysis*.

3) **Rating Categories**
Each proposal shall be evaluated on a point system. The importance of each item is expressed as the total number of points allowed for the item. The decision of the committee shall be final. Those firms considered to be the most qualified shall be asked to attend an interview with the selection committee. All aspects of the proposal and the work, including fees, shall be discussed during the interview process.

- a) Specialized experience, capabilities and technical competence
 - Capabilities and technical competency. _____ 1 x _____ = _____ [5]
 - Project approach and methodology to meet the project requirements _____ 1 x _____ = _____ [5]
 - Experience of staff as a team _____ 1 x _____ = _____ [5]
 - Experience with Oregon Public Works Bond program implementation _____ 1 x _____ = _____ [5]

- b) Resources committed to perform the services
 - Key Staff Experience and Responsibilities as related to the project _____ 1 x _____ = _____ [5]
 - Role and Responsibilities of the Firm as related to the project. _____ 1 x _____ = _____ [5]
 - Communication approach _____ 1 x _____ = _____ [5]
 - Time commitment of staff _____ 1 x _____ = _____ [5]

- c) Project Management Information Systems (PMIS) Implementation
 - Understanding of construction project information workflows _____ 1 x _____ = _____ [5]
 - Understanding of Oregon Public works administration and reporting _____ 1 x _____ = _____ [5]
 - Experience with Smartsheet as PMIS system _____ 1 x _____ = _____ [5]
 - Understanding of construction project performance reporting _____ 1 x _____ = _____ [5]

- d) Owners Representative Technical Assistance
 - Understanding of AIA design and construction contracts and contract modifications _____ 1 x _____ = _____ [5]
 - Understanding of Oregon construction marketplace and bidding environment _____ 1 x _____ = _____ [5]
 - Experience as Owners Representative _____ 1 x _____ = _____ [5]
 - Understanding of practices and procedures related to construction and facilities maintenance. _____ 1 x _____ = _____ [5]

- e) Cost Proposal
 - PMIS Implementation Fee _____ 1 x _____ = _____ [5]
 - Owners Representative Technical Assistance Fee _____ 1 x _____ = _____ [5]
 - Reimbursables Fee _____ 1 x _____ = _____ [5]
 - Total Fee _____ 1 x _____ = _____ [5]

Proposal Qualifications Score _____ **(100 points possible)** [_____]

4) Comments on Proposal

END OF ATTACHMENT A

Project Management Information Systems Implementation/Owners Representative Technical Assistance Proposal Form

The undersigned hereby submits this **Proposal** to provide all services, material and labor as indicated and agrees to be bound by the following documents: Request for Proposals, Instructions and Supplementary Instructions to Proposers, General and Supplementary Conditions, Proposal Form, Proposer's Response, Mutually agreed clarifications, Exceptions which are acceptable to the College and all other Proposer's submittals.

CORPORATE INFORMATION

- 1) Taxpayer ID Number (or Social Security Number if not a Corporation) _____
- 2) How long has the proposer been in the business of providing legal services? Under which names?

- 3) Proposer is a subsidiary of, or is wholly owned by:

CORPORATE HEAD OFFICES

PROPOSER NAME: _____
PROPOSER ADDRESS: _____

TELEPHONE: _____
FAX NUMBER: _____
EMAIL ADDRESS: _____

LOCAL OFFICES

(Used For All Legal And Contractual Correspondence — complete only if different from that directly above)

PROPOSER NAME: _____
PROPOSER ADDRESS: _____

TELEPHONE: _____
FAX NUMBER: _____
EMAIL ADDRESS: _____

GENERAL INFORMATION

1) Has the proposer ever had a license or permit revoked or suspended or sustained any form of bankruptcy during the last ten years? If yes, describe action and outcome.

2) Has the proposer been the subject of any legal action as plaintiff or defendant during the past 10 years? If yes, describe action and outcome. Use attached sheets as necessary.

SPECIFIC COMPLIANCE

Does your company have a written sustainability policy or similar statement?

Yes No

COBID CERTIFICATIONS

Does the Proposer hold any State of Oregon COBID Certification? (Circle one): Yes _____ No _____

If Yes, provide the Certification Number(s) _____

ADDENDA ACKNOWLEDGMENT

The proposer hereby acknowledges receipt of the following Addenda related to the subject solicitation documents (circle all received):

/ NONE / 1 / 2 / 3 / 4 / 5 / 6 / 7 / 8 / 9 / 10 /

EXCEPTIONS & RESIDENCY

Are there exceptions to this proposal? YES _____ NO _____

Is the Proposer a resident proposer? YES _____ NO _____

Exceptions to any of the specifications or requirements shall be noted in writing, and attached to this Proposal Form when submitted. By taking exceptions and clearly stating them in writing on a separate sheet of paper headed Exceptions and showing the solicitation number and the Proposer's Name, and by offering alternates to replace the excepted requirements with clear pricing options corresponding to each exception taken, the Proposer may still compete in the proposal process. **The College shall be the sole judge of the acceptability of any exceptions attached to this proposal form.** In the absence of exceptions, the proposal shall be for all items precisely as specified.

Resident proposer, per ORS 279A.120, means a proposer that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the proposal, has a business address in this state and has stated on this Proposal form that the Proposer is a "resident proposer".

Attachment B RFP 2509 (Page 3 of 3)
Project Management Information Systems Implementation/Owners Representative Technical Assistance
Proposal Form

CERTIFICATIONS

Non-Collusion

The undersigned proposer hereby certifies that it, its officers, partners, owners, providers, representatives, employees and parties in interest, including the affiant, has not in any way colluded, conspired, connived or agreed, directly or indirectly, with any other proposer, potential proposer, firm or person, in connection with this solicitation, to submit a collusive or sham bid, to refrain from bidding, to manipulate or ascertain the price(s) of other Proposers or potential Proposers, or to secure through any unlawful act an advantage over other Proposers or the College.

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

Conflict Of Interest

The undersigned proposer and each person signing on behalf of the proposer 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 Proposal, or in the services to which this Proposal relates, or in any of the profits, real or potential, thereof, except as noted otherwise herein.

The undersigned hereby submits this **Proposal** to furnish all systems, materials and labor as indicated herein and agrees to be bound by the following documents: Request for Proposals, Instructions and Supplementary Instructions to Proposers, General and Supplementary Conditions, Specifications, Proposal Form, Proposer's response, mutually agreed clarifications, appropriately priced change orders, exceptions which are acceptable to the College and all other Proposer's submittals.

SIGNATURE BLOCK

Company Name: _____

Signer's Mailing Address: _____

Signer's City/State/Zip: _____

Signer's Telephone Number: _____

Signer's Email Address: _____

Signer's Name (Printed): _____

Signer's Title: _____

Signature: _____

Date: _____

End of Attachment B

End of RFP 2509

NOTE: Submit Proposal Form and Necessary Attachments Only.