

# Request for Qualifications (RFQ) No. 2023-PCL.OBSP Preferred Contractors List Umpqua Community College

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

Proposal Due: Not later than Wednesday November 8, 2023, at 10:00 am PDT, in the Office of Business Services - Purchasing of Umpqua Community College located at 1140 Umpqua College Road, Roseburg, Oregon 97470 or via email to <a href="mailto:Purchasing@umpqua.edu">Purchasing@umpqua.edu</a>.

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

Oregon Revised Statutes (ORS) regulations governing public entities require that questions regarding this solicitation be submitted in writing via email (<a href="mailto:purchasing@umpqua.edu">purchasing@umpqua.edu</a>) or regular US mail and answered by addenda so that all potential proposers may be equally apprised of project parameters and clarifications. Any addenda issued will be posted on the State of Oregon ORPIN website and to the College's Office of Business Services Purchasing website (<a href="https://umpqua.edu/about/governance-operations/business-services/purchasing-department/solicitation-documents/">https://umpqua.edu/about/governance-operations/business-services/purchasing-department/solicitation-documents/</a>)

Minority-owned and women-owned enterprises are encouraged to submit proposals in response to this solicitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award of any contract entered into pursuant to this solicitation.



# **Background**

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

The College was established in 1964 and serves residents in Douglas County. Today the College covers 5,134 square miles and serves a population of 111,978. The College serves student at the Main Campus, and four offsite campuses consisting of: the Woolley Center located at 1634 W Harvard, Roseburg; Wolf Creek Jobs Corp located at 2010 Opportunity Lane, Glide; UCC Truck Yard located at 6482 Dole Road, Myrtle Creek; and JOBS Program located at Department of Human Services, 738 W Harvard Avenue, Roseburg.

### Schedule.

RFQ Published	Tuesday, October 10, 2023
Request for Clarifications/Questions Close - 5:00 P.M.	Tuesday, October 24, 2023
Proposal Due - 10:00 A.M.	Wednesday, November 8, 2023
Selection Committee Review Complete (tentative)	Monday, November 13, 2023
Notice of Intent for Preferred Contractor List	Wednesday, November 15, 2032

<sup>\*\*\*</sup> This schedule is tentative and subject to change

## **Contracted Services.**

The College's Facilities Department is providing interested contractors with an opportunity to provide maintenance and minor construction services to the College by being qualified as a Preferred Contractor. Preferred contractors shall be placed on a preferred list and called to provide services on an as needed basis for three years for small to medium sized projects and limited scope.

## **Description of Project:**

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

**General Contractors** 

**Landscape Contractors, Tree Services, and Irrigation Contractors** 

Cabinetry

Locksmith

**Plumbers** 

Electricians

**HVAC Contractors and Controls** 

Roofing

**Concrete, Excavation, and Demolition Contractors** 

**Painters** 

Fire Alarms/Sprinkler Contractors

**Custodial Services** 

The Preferred Contractor list does not guarantee work within large procurement projects which may require Request for Proposals and/or Invitation to Bid per Oregon Revised Statures and Community College Rules of Procurement.



Prevailing Wage Rates (BOLI Requirements): The Contractor and all subcontractors when appropriate, shall comply with the provisions of ORS 279C.800 through 279C.870, relative to Prevailing Wage Rates (PRW) updated January and July 1 of each year. This RFQ and the resulting Contract are subject to the following Bureau of Labor and Industries (BOLI) wage requirements, which are incorporated by reference. BOLI wage rates are available on the Internet at: <a href="http://www.oregon.gov/BOLI/WHD/PWR">http://www.oregon.gov/BOLI/WHD/PWR</a>. Contractor shall pay workers at not less than the specified minimum hourly rate of wage, and shall include that requirement in all subcontracts.

## Responsibilities of Proposers.

**Proposal Due Date.** Proposals must be submitted to the College's Office of Business Services - Purchasing no later than 10:00 am PDT, November 8, 2023.

All RFQ's submitted should be clearly identified as: RFQ No. 2023-PCL.OBSP – Preferred Contractors, Umpqua Community College and addressed as follows:

## Written:

Umpqua Community College RFQ No. 2023-PCL.OBSP Attn: Joy Yori Office of Business Services - Purchasing 1140 Umpqua College Road Roseburg, Oregon 97470

## Emailed:

Purchasing@umpqua.edu

PDF format only no larger than 10MB

Proposals must be received no later than 10:00 am PDT Wednesday November 8, 2023.

Proposals received after the due date and time will not be accepted. It is the responsibility of the proposer to ensure that their documents are received at the correct location and on time.

The qualified contractors will be selected based on: current license, bondable, no history of debarment or suspension, experience and qualifications. Proposals submitted in response to this RFQ will be reviewed and evaluated by committee.

Submission to this RFQ does not guarantee selection or appointment to the Preferred Contractor List.

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

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



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

<u>Solicitation Response.</u> Pursuant to Oregon Administrative Rule (OAR) 137-47-0310, a submission in response to this solicitation is the Proposer's Offer to enter into a Contract. By signing and returning the proposal, the Proposer acknowledges he/she has read, understands, and agrees, to be bound by the terms and conditions contained in this document and attachments. The College's Award of a Contract constitutes acceptance of the proposal and binds the proposer to the contract.

## **Submittal Requirements:**

<u>Instructions.</u> Proposers shall provide one (1) original that includes all requested information and attachments for this RFQ. The Original must contain all of the required signatures. NOTE: References only provided upon request from the College.

Proposals should include a cover letter and the signed certifications and Contract organized as follows: Cover Letter – include a brief description of the company and services provided.

Certification and Offer Form (Attachment A)

Proposal Form (Attachment B).

Proposer's Representation and Warranties (Attachment C)

Contract Completed and Signed.

## Addenda:

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

Addenda for this project can be viewed at the State of Oregon OregonBuys website and on the College's Office of Business Services Purchasing website at (<a href="https://umpqua.edu/about/governance-operations/business-services/purchasing-department/solicitation-documents/">https://umpqua.edu/about/governance-operations/business-services/purchasing-department/solicitation-documents/</a>) Any addenda posted on other websites are not official. Proposers should monitor the websites regularly until the RFQ Deadline to ensure that they have not missed any posted addenda.

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



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

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

To be considered, Proposer's written RFQ Request for Clarification must be submitted to the Office of Business Services - Purchasing by the deadline as stated in the RFQ Timetable.

All RFQ Requests for Clarification must be in writing. RFQ Requests for Clarification may be submitted via email to one of the following with the subject line: **RFQ No. 2023-PCL.OBSP Clarifications** 

Joy Yori, Purchasing Manager, <a href="mailto:joy.yori@umpqua.edu">joy.yori@umpqua.edu</a>; Joe Flora, Director of Facilities and Security, <a href="mailto:joe.flora@umpqua.edu">joe.flora@umpqua.edu</a>; Jim Eply, Facilities and Grounds Lead, <a href="mailto:jim.eply@umpqua.edu">jim.eply@umpqua.edu</a>.

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

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

## **Extension of Closing.**

The College may extend Closing if it determines an extension is necessary to consider and respond to a Proposers.

The Preferred Contractor List does not guarantee work within large procurement projects which may require Request for Proposals and/or Invitation to Bid per Oregon Revised Statures and Community College Rules of Procurement.

## Right to Cancel RFQ.

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

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

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

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



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

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

## **Award Protest Submission Requirements:**

To be considered, Proposer's written Award Protest must be submitted to the Office of Business Services - Purchasing in an envelope marked as follows:

RFQ Award Protest RFQ No. 2023-PCL.OBSP Notice of Intent to Award Date: November 21, 2023

All Award Protests must be in writing. Award Protests will not be accepted by email.

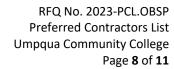
**Time Limitation on Protest:** To be considered by the College, a written protest must be received by the College within five (5) days after issuance of the Notice of Intent for Preferred Contractor List.

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



# **Attachment A- Proposers Certification and Offer Form**

Name of Firm:	
Address:	
Phone:	
Email:	
PROPOSAL INFOR	RMATION FORM
services, an	igned hereby proposes to furnish to Umpqua Community College all materials, d labor necessary to perform all work for the College in strict accordance with the litions, and requirements as specified in the Request for Proposal.
The undersigned	certifies, agrees, and understands:
The Proposer cert the contract.	tifies that he/she has read and understands all terms and conditions of this solicitation and
	has been made or will be made by the Proposer to induce any concern to submit or not to or the purpose of restricting competition.
•	tifies that the proposer has complied or will comply with all requirements of local, state and that no legal requirement has been or will be violated in making or accepting this
•	ds the required certificates for the State of Oregon designated in the complete document ntractors, Architects, Landscape Board, Engineers, etc.).
Applicable Registr	ration #s:
•	igning this proposal is fully authorized to sign on behalf of the provider listed and to fully listed to all provisions and clauses thereof.
That no party pro	viding services under this proposal has been debarred or suspended.
That the Proposer 279A.110 (4).	r will not discriminate when obtaining any required subcontractors in accordance with OR
That the Proposer	r agrees to comply with Oregon tax laws in accordance with ORS 305.385.
Pursuant to ORS 2	279A.120, Provider (check one) is is / is not a resident bidder.
If not, indicate Sta	ate of residency:
Respectfully subm	nitted this day of





Proposer Acknowle	edges all addenda (check	one) Yes No	
Indicate Addenda			
Number	Addenda Title		Acknowledged (Yes/No)
Signature:			
Owner Name/Aut	horized Representative		
(type or print clea	-		
Title:			
Phone:			
Email (type or prir	nt clearly):		



# **Attachment B- Proposal Form**

Proposals must be presented on this Form to be considered
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Umpqua Community College Board of Education reserves the right to accept or reject any proposals for this Request for Qualifications, as they deem best for the interest of Umpqua Community College.

Categories	Union Shop Y/N	Public Works Bond Ability Y/N	Individual Bonding Capacity Amount	Aggregate (Maximum) Bonding Capacity Amount	
General Contractor					
Landscape, Tree Service, and Irrigation Contractors					
Cabinetry					
Locksmith					
Plumbers					
Electricians					
HVAC Contractors					
Roofing					
Concrete, Excavation, and Demolition Contractors					
Painters					
Fire Alarm/Sprinkler Contractors					
Custodial Services					
All Contractors					
Material Markup %	%	% Trip or Mileage Charge \$ (If Applicable)			
Emergency/After Hour Rate Markup					

Services will normally be required of the Contractor during the standard workday which shall herein be defined as 8:00 AM to 5:00 PM, Monday through Friday.

After hours and weekend work may be necessary for emergency repair situations.			
Signature:	Date:		
Name – Authorized Representative:			
Company Name (type or print clearly):			
Contractor License:			
Company Phone:			
Email (type or print clearly):			



# **Attachment C-Proposer's Representation and Warranties**

Company Name (type or print clearly):	
Mailing Address:	
City, State Zip	
Phone number:	
Email (type or print clearly):	

## The Proposer certifies and warrants the following:

Signature:

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

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

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

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

Proposer is able to provide certificate of insurance, W-9, bonding (if applicable) within ten (10) days of executed contract.

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

Owner Name/Authorized Representative	
(type or print clearly):	
Title:	
Company Name:	
Phone:	



# Agreement between

# **Umpqua Community College**

and

# **Preferred Contractor**

This Agreement is made between <b>Umpqua Community College</b> , herein after known as <b>C</b> place of business at 1140 Umpqua College Road, Roseburg, Oregon 97470 and	
with a principal place of business at:, hereinafter k	nown as <b>Contractor.</b>
ARTICLE 1: Term of Agreement	
This Agreement is effective as of the date signed, for a three-year period upon delivery of	f the following services
ARTICLE 2: Scope of Work	
<u>Commercial</u> Trade Categories as listed below are desired for The College's Preferred Contract. The Criteria evaluated for placement on The Preferred Contractor list is shown All proposers must be licensed, bonded, and insured.	
Mark all applicable	
☐ General Contractors	
☐ Landscapers	
☐ Tree Services	
☐ Irrigation Contractors	
□ Cabinetry	
□ Locksmith	
□ Plumbers	
□ Electricians	
□ HVAC	
<ul><li>☐ HVAC Controls</li><li>☐ Roofing</li></ul>	
□ Concrete	
□ Excavation	
□ Demolition Contractors	
□ Painters	
☐ Fire Alarm/Sprinkler Contractors	
☐ Custodial Services	



## Other general conditions of work:

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



#### **Terms and Conditions**

## **No Assignment or Transfer of Contract Rights**

Contractor shall not assign, sell, or transfer rights, nor delegate responsibilities, under a public contract, either in whole or in part, without first obtaining the College's prior written consent. Such written consent shall not relieve a contractor of any obligations under a public contract, and any transferee shall be considered the agent of the Contractor and bound to abide by all provisions of the public contract.

## Insurance

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

- General Liability Insurance providing limits for not less than \$1,000,000 per occurrence, \$2,000,000 aggregate. Insurance should show proof of automobile and property damage coverage.
- Workers Compensation insurance as provided for under Oregon State Statues covering all employees.
- Proof of compliance shall be furnished to the Office of Business Services - Purchasing of Umpqua Community College within 15 (fifteen) calendar days of signing this Agreement.

# **Termination of Agreement**

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

- The College fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for the Goods/Services to be purchased under the Agreement; or
- Federal or state laws, regulations, or guidelines are modified or interpreted in such a way that

- either the purchase of the Goods/Services by the College under the Agreement is prohibited, or the College is prohibited from paying for such Goods/Services from the planned funding source; or
- Contractor commits any material breach of the contract.

## **CCB Requirements (if applicable)**

Contractor must be licensed with the State of Oregon Construction Contractors Board (CCB) to participate in this project. All subcontractors participating in the project shall be similarly registered with the Construction Contractors Board at the time they propose to engage in subcontract work. The CCB registration requirements apply to all public works contracts unless superseded by federal law.

**Asbestos Abatement Licensing Requirements -** *Reserved* 

Prevailing Wage Rates (BOLI Requirements) – The Contractor and all subcontractors shall comply with the provisions of ORS 279C.800 through 279C.870, relative to Prevailing Wage Rates (PWR). This Contract is subject to the following Bureau of Labor and Industries (BOLI) wage requirements, which are incorporated by reference. January 1, 2022, BOLI wage rates are available on the Internet at: <a href="www.oregon.gov/BOLI/WHD/PWR">www.oregon.gov/BOLI/WHD/PWR</a>. Contractor shall pay workers at not less than the specified minimum hourly rate of wage, and shall include that requirement in all subcontracts.

## **Contractor's Compliance with Tax Laws**

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



and the termination of the Agreement, and to pursue any or all of the remedies available by law.

# **Compliance with Government Laws and Regulations**

Contractor shall obey all such laws, regulations, ordinances, permits or resolutions applicable to the Work or controlling or limiting Contractors while engaged in the prosecution of the Work under this Agreement. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following as applicable:

- (i) Title VI and VII of Civil Rights Act of 1964, as amended;
- (ii) Section 503 and 504 of the Rehabilitation Act of 1973, as amended;
- (iii) the Health Insurance Portability and Accountability Act of 1996;
- (iv) the Americans with Disabilities Act of 1990, as amended;
- (v) ORS Chapter 659A; as amended (vi) all regulations and administrative rules established pursuant to the foregoing laws; and
- (vii) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Owner's performance under the Agreement is conditioned upon Contractor's compliance with the provisions of ORS 279C.505, 279C.510, 279C.515, 279C.520, 279C.530 and 279C.540, which are incorporated by reference herein. Contractor shall maintain, in current and valid form, all licenses and certificates required by law, regulation, or this Agreement when performing the Work.

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

The provisions of this Agreement shall be interpreted in accordance with the laws of the State of Oregon and in

accordance with the laws, ordinances, regulations, permits, and resolutions of Douglas County. Some of the statutory citations included for reference purposes are:

<u>Discrimination in subcontracting prohibited; remedies.</u>
Pursuant to ORS 279A.110(1), a bidder or proposer who competes for or is awarded a public contract may not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, women, or emerging small business enterprise certified under ORS 200.055.

Conditions concerning payment, contributions, liens, withholding, drug testing. In accordance with the provisions of Oregon Revised Statute 279B.220 and 279C.505, it is agreed that the Contractor shall: demonstrate that an employee drug testing program is in place; make prompt payment, as due, to all persons supplying to the contractor labor or material for the prosecution of the work provided for herein; pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract; not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished; and pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

Demolition contracts to require material salvage; Pursuant to ORS 279C.510, Contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective.

Use of recycled products when economically feasible. In accordance with ORS 279B.280, recycled products should be used to the maximum extent economically feasible in the performance of the contract work set forth in this document, if the quality of a recycled product is functionally equal to the same product manufactured with virgin resources, including but not limited to recycled paper, recycled oil and recycled PETE products.

<u>Contractor's relations with subcontractors.</u>
(<u>Subcontractor Payment Provisions</u>). Pursuant to ORS 279C.580, Contractor shall include in each subcontract:



(a) A payment clause that obligates the Contractor to pay the subcontractor for satisfactory performance under its subcontract within ten (10) days out of such amounts as are paid to the Contractor by the College under the contract; and (b) An interest penalty clause that obligates the Contractor to pay to the subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause included in the subcontract under paragraph (a) of this subsection. (A) For the period beginning on the day after the required payment date and ending on the date on which the payment of the amount due is made; and (B) computed at the rate specified in ORS 279C.515(2).

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

## **Payment and Invoicing**

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

#### Title IX

Under Title IX of the Education Amendments of 1972 (Title IX), sexual assault and other forms of sexual misconduct are forms of sexual harassment and are prohibited. Any person found responsible for such violations will face disciplinary actions up to and

including suspension or dismissal from the College. This Policy applies to all on-campus conduct, as well as any off-campus conduct that has an adverse impact on any member of the College community or the College.

## **Exclusive and Entire Agreement**

This is the entire Agreement between Contractor and College with respect to the subject matter hereof.

Neither party is relying on any representations, promises or agreements, whether written or oral, other than those expressly set forth herein. This Agreement supersedes any prior written or oral agreements between College and Contractor.

## **Force Majeure**

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

Signature page follows



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

Umpqua Community College	Date	Contractor	Date
Printed Name		Printed Name	
Title		Title	
	Federa	l Taxpayer ID Number:	
	CC	В:	