



**CENTRAL OREGON
INTERGOVERNMENTAL COUNCIL**

**WARM SPRINGS COMMISSARY
STRUCTURE MOVE**

**REQUEST FOR PROPOSALS
CED 21-9**

Release Date: July 9, 2021

Closing Date: July 29, 2021 - Time: 4:00 p.m. PT

Request for changes/clarification Deadline: July 21, 2021 @ 5:00 p.m. PT

Expected Notice to Proceed: August 10, 2021

Central Oregon Intergovernmental Council
334 NE Hawthorne Ave
Bend, Oregon 97701

PLANS PREPARED BY
HACKER ARCHITECTS
555 SE Martin Luther King Jr Blvd, Suite 501
Portland, OR 97214
JUNE 2021

EMAIL PROPOSAL TO:
DREW ORR, COIC PROCUMENT
DORR@COIC.ORG

DESCRIPTION OF WORK:

The Central Oregon Intergovernmental Council, hereinafter referred to as “COIC”, is accepting Proposals for moving an existing structure to a prepared site in downtown Warm Springs. This Project is funded in part by the Oregon State Lottery and administered by the Oregon Business Development Department.

TABLE OF CONTENTS

Section 1 - PROPOSAL REQUIREMENTS AND CONDITIONS 3
Section 2 - PROPOSAL EVALUATION.....5
Section 3 - GENERL PROVISIONS 8
Section 4 - SCOPE OF WORK...14

EXHIBITS

Exhibit A Proposal Form
Exhibit B Prevailing Wage Rate Statement
Exhibit C Drug Testing Policy Statement
Exhibit D Non-Collusion Affidavit
Exhibit E Insurance
Exhibit F Addendum Receipt
Exhibit G State of Oregon General Conditions for Public Improvement Contracts
Exhibit H Construction Drawings
Exhibit I General Standards of Proposer Responsibility
Exhibit J GPS Location of the Structure to be Moved
Exhibit K Photos of the Structure to be Moved

Section 1 - PROPOSAL REQUIREMENTS AND CONDITIONS

- 1.1 Emailed Proposals will be received until 4:00 p.m. on July 29, 2021. Proposals received after the time and date specified in the Request for Proposals (RFP) will not be accepted for consideration. Due to COVID-19 social distancing concerns, Proposals will not be received at any of the COIC offices. Proposals will not be publicly opened.
- 1.2 COIC reserves the right to make changes to the Request to Proposals. All changes to the Request for Proposals, prior to receipt of Proposals, shall be made by an addendum to the Request to Proposals which shall be made available to all firms that have registered for this Proposal via the contact information provided in Section 1.3. Following receipt of Proposal, any changes to COIC's Proposal will be conveyed in writing by COIC to those Proposers determined to be in the competitive range.
- 1.3 Proposers may submit questions, request clarification, requests for equal substitutions or request a change to the Proposal until end of business day July 21, 2021 by emailing a written request to dorr@coic.org. The request shall specify the provision of the RFP in question, and, if a change is requested, contain an explanation for the requested change. All questions received by July 21, 2021 will be responded to in a written Addendum. It will be available to be downloaded on the from COIC's procurement webpage <https://www.coic.org/open-procurements/>. COIC may decline to respond to questions or change requests received after July 21, 2021.
- 1.4 COIC shall evaluate any question or request submitted, but reserves the right to determine whether to respond or accept the requested change. Proposers shall not rely on oral or written representations regarding this RFP unless issued in writing as an addendum by the Transportation Fiscal Administrator.
- 1.5 Proposers are cautioned that until submission of their Proposal, they may have contact with only those COIC representatives, agents, or personnel designated in writing within this RFP. Discussions or communications in any capacity with COIC Managers, COIC employees, its CONTRACTOR'S, or members of the Board of Directors, are strictly prohibited. Any violation of this restriction may result in disqualification of the Proposer from further participation in this procurement and from award of any contract or subcontract under this solicitation.
- 1.6 **SUBMISSION NOTICE NOTE:** All Proposals submitted in response to this RFP shall become the property of COIC and may be utilized in any manner and for any lawful purpose by COIC. Be advised that Proposals and all documents submitted in response to this RFP are subject to public disclosure as required by applicable state and/or federal laws. If you intend to submit any information with your Proposal which you believe is confidential, proprietary, or otherwise protected from public disclosure (trade secret, etc.), you must separately bind and clearly identify all such material. The cover page of the separate binding must be red, and the header or footer for each page must provide as follows: "Not Subject to Public Disclosure". Where authorized by law, and at its sole discretion, all materials submitted with regard to this RFP become the property of COIC and may be returned only at COIC's option.
- 1.7 Paragraph headings and other titles used in this solicitation are for convenience only, and are not to be used for interpretation.
- 1.8 COIC reserves the right to analyze, examine, and interpret any Proposal for a period of not more than sixty (60) days, commencing from the Proposal due date and time. Proposals shall not be conditioned to allow for less than a sixty (60) day acceptance period.
- 1.9 A Proposal is late if COIC receives it after the deadline stated in this Proposal for delivery of Proposals. A Proposal shall be deemed received by COIC when COIC's Transportation Fiscal

Administrator has received the email. Delays due to technical issues, including but not limited to COIC's internal email handling, will not excuse late delivery of a Proposal.

- 1.10 COIC reserves the right to cancel this Proposal at any time without liability prior to execution of a contract by COIC.
- 1.11 COIC reserves the right to waive minor irregularities and omissions if the best interest of COIC will be served by doing so. If any Proposal indicates minor noncompliance or variance with the RFP, COIC may, but need not, request that the Proposal be supplemented. If requested, the Proposer may submit a supplement to the Proposal responsive to such a request within the period established in such request, which COIC will receive and evaluate in conjunction with the Proposal. Supplements shall not be considered to be Best and Final Offers unless so indicated.
- 1.12 Proposer shall promptly notify the COIC Transportation Fiscal Administrator in the manner described in Section 1.3 of any ambiguity, inconsistency, or error, which they discover upon examination of this solicitation.
- 1.13 Proposers are cautioned that the rules and regulations under the State of Oregon may be stricter than other jurisdictions. Compliance with all applicable regulations and laws, such as Oregon OSHA (Occupational Safety and Health Administration) are the responsibility of the selected CONTRACTOR.
- 1.14 [this section is intentionally left blank]
- 1.15 COIC shall evaluate Proposals for award purposes by including the total price for the basic requirement together with any option pricing; i.e., option pricing will be included in the evaluation for award purposes. Optional items shall not necessarily be purchased under this solicitation.
- 1.16 Prior to award of any contract as a result of this solicitation, COIC, at its sole discretion, may perform, or have performed, a pre-award accounting system review to ascertain the CONTRACTOR'S ability to accurately accumulate and bill program costs under any resulting contract. COIC shall be responsible for only its own costs associated with the pre-award accounting system review. The CONTRACTOR, by submission of a Proposal, agrees to assist COIC or its designated representative(s) in performing the pre-award accounting system review.
- 1.17 Whenever a particular make of material is shown or specified herein, such make of material shall be regarded as a standard. Any other make of material will be accepted, upon Transportation Fiscal Administrator's approval, which is comparably equal to or better than, that specified in formulation, quality, quantity, workmanship, economy in operation, and suitability for the purpose intended.
- 1.18 Proposer may seek administrative remedies under COIC Procurement Protest Procedures can be found here: <https://www.coic.org/open-procurements/>
- 1.19 By submitting their Proposal, Proposers certify that they have all requisite authority to perform the work.
- 1.20 COIC shall not, in any event, be liable for any pre-contractual expenses incurred by Proposer in the preparation of a Proposal. Pre-contractual expenses defined as expenses incurred by the Proposer in:
 - 1.20.1 Preparing its Proposal in response to the Proposal;
 - 1.20.2 Submitting the Proposal to COIC;
 - 1.20.3 Negotiating any matter related to this Proposal with COIC;
 - 1.20.4 Proposer staff time involved in pre-award accounting system review; or,

- 1.20.5 Any other expenses incurred by the Proposer prior to the date of award, if any, of the proposed contract.
- 1.21 The responsibility for submission of the Proposal to COIC on or before 4:00 p.m. on July 29, 2021 will be solely and strictly the responsibility of the Proposer. COIC will in no way be responsible for delays in the internet or delay by other occurrence or means of delivery.
- 1.22 Submission Procedure - With current COVID-19 social distancing guidelines in place, Proposals shall be emailed to Drew Orr, dorr@coic.org
- 1.23 Ownership of Proposals: All Proposals shall become the sole property of COIC and will not be returned.
- 1.24 It is the responsibility of the Proposer to review the RFP carefully to determine the applicability and cost for any Local, City, County, State, Franchise or Income taxes, tariffs, fees, business licenses and special taxes, or licenses that will need to be paid and/or purchased by the successful Proposer as part of the performance of this contract or option of this contract. The Contractor is responsible for ascertaining and paying the taxes when due. The total Proposal price shall include compensation for all taxes the Contractor is required to pay by laws in effect on the Proposal Due Date.

Section 2 - PROPOSAL EVALUATION

- 2.1 Proposals shall be prepared simply and economically, providing a straightforward, concise description of the Proposer's capabilities to satisfy the requirements of the Proposal.
- 2.2 COIC will consider all of the Proposer's materials to determine whether the Proposer's Proposal is in compliance with the terms and conditions set forth in this RFP. Proposers must submit all required information in the manner provided, unless otherwise waived by COIC, in order for the Proposal to be considered responsive. Unacceptable exceptions, conditions, substitutions of equals, reservations or understandings, if not withdrawn by the Proposer upon request by COIC, would be cause for the proposal to be rejected.
- 2.3 At a minimum, the items described in each section below shall be addressed. Points will be awarded based on the Proposer's response relevant to COIC's needs. Provide the following information:

2.3.1 Qualifications Of The Proposer And Staff (30 Points)

- 1) **Introduction:** Provide an introduction of the Proposer, and/or introduction of all members who may be involved in this contract. Office address, phone number, E-mail address and fax number must be included.
- 2) **Qualifications of the Proposer:** In this section, the Proposer shall provide its history, experience and past performance relevant to COIC's needs, including but not limited to, a description of the Proposer's direct experience which is similar in nature, scope and complexity to that required by this contract. Describe the resources available to perform the work under this contract and the ability to accomplish the work in an efficient manner. All Proposers will be evaluated relative to the criteria set forth in Exhibit I, General Standards of Proposer Responsibility.
- 3) **Interview as Required:** The Evaluation Committee may choose to interview Proposers.

2.3.2 Availability (30 Points):

This is a time sensitive project. A Contactor's availability to complete the project within the timeline provided within this solicitation is deemed to be critical to COIC. The Proposer should describe its availability to devote adequate resources to complete this project on time.

2.3.3 Price Proposed (40 Points):

Points will be assigned based upon the reasonableness of the proposed total cost hereinafter referred to as “price”) for the work to be performed and the competitiveness of the price with other proposals received.

2.4 EVALUATION PROCEDURE

- 2.4.1 An Evaluation Committee will be appointed by the COIC Community & Economic Development Director to evaluate proposals.
- 2.4.2 An initial screening of proposals for responsiveness, and to verify that minimum COIC requirements are met will be undertaken, and COIC will reject as non-responsive any proposal which does not include all the required documents or meet the minimum requirements, and no further evaluation of non-responsive proposals will be performed.
- 2.4.3 Only those proposals determined by the committee to be within the competitive range will be considered for award. The committee will determine which proposals are within the competitive range in accordance with the evaluation criteria and points set forth under the “PROPOSAL EVALUATION CRITERIA” section.
- 2.4.4 To determine the competitive range, the committee shall evaluate and score technical proposals, and select those Proposers technically qualified to perform the work irrespective of price. COIC shall then open the price proposals of only those Proposers technically qualified to perform the work, and each price proposal shall be evaluated and scored on the basis of a 40 point maximum for the price structure most advantageous to COIC. The sum total points scored on both the technical and price will be considered in determining the competitive range. After determination of the competitive range, the committee shall determine whether acceptance of the most favorable initial proposal(s) without discussion is appropriate, or whether discussion should be conducted with all Proposers submitting proposals within the competitive range.
- 2.4.5 The Evaluation Committee shall recommend contract award to the responsive, responsible Proposer submitting the Proposal, meeting the minimum requirements, deemed the best value to COIC by the Evaluation Committee.
- 2.4.6 The successful Proposer must equal or exceed the specified General Standards of Bidder Responsibility criteria set forth in Exhibit I and be able to show evidence of background of such. COIC, in its sole discretion, shall determine whether Contractor is a “Responsible Bidder” and meets the standards set forth in ORS 279B.110 and ORS 279B.130. COIC reserves the right to investigate the qualifications of all Proposers under consideration and to confirm any part of the information furnished by a Proposer, or to require other evidence of managerial, financial or technical capabilities which are considered necessary for the successful performance of the work. The committee shall evaluate and score responsive proposals on the basis of the evaluation criteria and points set forth under the “PROPOSAL EVALUATION CRITERIA” section. The committee shall then determine whether acceptance of the most favorable initial proposal without discussion is appropriate, or whether discussion should be conducted with all responsive Proposers
- 2.4.7 COIC reserves the right to make changes to the RFP during discussions. Any changes to the RFP shall be distributed to all Proposers remaining within the competitive range at the time the change is made.
- 2.4.8 If the committee elects to enter into discussions with responsive Proposers, each responsive Proposer remaining within the competitive range at the close of discussions/negotiations will be allowed to submit a final supplement denominated the “Best and Final Offer (BAFO).” Any changes to the Proposer’s initial technical or price proposals, including any issues addressed in discussions, must be submitted in writing in the BAFO in order to be considered by the committee. The committee will evaluate the BAFOs utilizing the evaluation criteria set forth under the “PROPOSAL EVALUATION CRITERIA” section and make a recommendation for award.

- 2.4.9 COIC reserves the right to investigate the qualifications of all Proposers under consideration and to confirm any part of the information furnished by a Proposer, or to require other evidence of managerial, financial or technical capabilities which are considered necessary for the successful performance of the work. COIC reserves the right to visit sites where work of a similar nature has been performed by the Proposer and/or visit the Proposer's work facility during the evaluation period.
- 2.4.10 COIC will not enter into a contract where compensation is based upon cost plus a percentage of cost. Compensation will be at the prices set forth in the successful Proposer's initial proposal and/or best and final offer.
- 2.4.11 If award determination is made based upon the most favorable initial proposal(s), the committee reserves the right to perform or have performed a cost analysis of the apparent successful proposal(s) before determining to proceed with a recommendation for award. Allowable costs will be determined in accordance with Federal Acquisition Regulations.
- 2.4.12 If only one proposal is received in response to this RFP and it is found by the COIC to be acceptable, a detailed price/cost proposal may be requested of the single Proposer. A price or cost analysis, or both, possibly including an audit, may be performed by or for the COIC of the detailed price/cost proposal in order to determine if the price is fair and reasonable. The Proposer has agreed to such analysis by submitting a proposal in response to this RFP. A price analysis is an evaluation of a proposed price that does not involve an in-depth evaluation of all the separate cost elements and the profit factors that comprise a Proposer's price proposal. It should be recognized that a price analysis through comparison to other similar procurements must be based on an established or competitive price of the elements used in the comparison. The comparison must be made to a purchase of similar services, involving similar specifications and in a similar time frame. Where a difference exists, a detailed analysis must be made of this difference and costs attached thereto. Where it is impossible to obtain a valid price analysis, it may be necessary to conduct a cost analysis of the proposed price. A cost analysis is a more detailed evaluation of the cost elements in the Proposer's Offer to perform. It is conducted to form an opinion as to the degree to which the proposed costs represent what the Proposer's performance should cost. A cost analysis is generally conducted to determine whether the Proposer is applying sound management in proposing the application of resources to the contracted effort and whether costs are allowable, allocable and reasonable. Any such analyses and the results there from shall not obligate the COIC to accept such a single proposal; and the COIC may reject such proposal at its sole discretion.
- 2.4.13 COIC's Community & Economic Development Director shall have full authority over COIC's source selection and decision to award, subject to applicable COIC Board of Directors policy and approval.
- 2.4.14 COIC shall provide successful CONTRACTOR a written notice of award or acceptance of a proposal within the time for acceptance specified in the proposal. Any work performed or expenses incurred by the CONTRACTOR prior to the CONTRACTOR'S receipt of Notice of Award shall be entirely at the CONTRACTOR'S risk.
- 2.4.15 If the successful Proposer refuses or fails to execute the Agreement, COIC may award the Agreement to the second most successful Proposer. Such award will normally be made within sixty (60) days after opening of proposals. If the second most responsible proposer refuse or fails to execute the Agreement, COIC may award the Agreement to the third most successful Proposer. Such award will normally be made within seventy-five (75) days after the opening of proposals. The above time period may be changed by Agreement between COIC and the proposer concerned.
- 2.4.16 COIC reserves the right to withdraw the RFP altogether if it is the best interest of COIC to do so.

2.4.17 COIC reserves the right, pursuant to ORS 279B.110 and OAR 137-047-0640(1)(c)(F), to investigate and evaluate, at any time prior to award and execution of the Agreement, the apparent successful Proposer's responsibility to perform the Agreement. Proposer's submission of a signed Offer shall constitute Proposer's authorization for COIC to obtain, and Proposer's agreement to produce for COIC's review and copying, any information COIC deems necessary to conduct the evaluation. COIC shall notify the apparent successful Proposer, in writing, of any other documentation required, which may include, but is not 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; credit information; materials/equipment/inventory; facility and personnel information; record of contract performance; etc. COIC may reject a Proposal, if Proposer fails to promptly provide this information. COIC may postpone the award of the Price Agreement after announcement of the apparent successful Proposer in order to complete its investigation and evaluation. Failure of the apparent successful Proposer to demonstrate Responsibility, as required under ORS 279B.110 and OAR 137-047-0640(1)(c)(F), shall render the Proposer non-responsible and shall constitute grounds for Proposal Rejection.

2.4.18 Following contract award, COIC will inform unsuccessful Proposers of number of proposals received and total contract price. COIC will attempt to give the notice under this paragraph promptly after contract award. COIC's failure to give such notice shall not be deemed to affect the validity of the contract.

Section 3 - GENERAL PROVISIONS

3.1 COIC shall pay the CONTRACTOR, upon the submission of proper invoices and deliverables, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. COIC shall pay the CONTRACTOR within thirty (30) days of the receipt of a proper invoice.

3.1.1 Notwithstanding any other additional requirements of this contract, invoices shall contain the purchase order number; the date(s) goods or services furnished, and a description of the goods furnished. Failure to strictly comply with this provision may result in a delay of payment. All invoices shall be submitted to the following address:

Central Oregon Intergovernmental Council
Attn: Accounts Payable
334 NE Hawthorne Ave.
Bend, OR 97504
payables@coic.org

3.2 The CONTRACTOR shall maintain and COIC, or an authorized representative of COIC, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed as incurred or anticipated, directly or indirectly, in performance of this Proposal. This right of examination shall include inspection at all reasonable times and places engaged in performing the contract.

3.3 If the CONTRACTOR has been required to submit cost or pricing data in connection with any pricing action relating to this contract, COIC, or an authorized representative of COIC, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the CONTRACTOR'S records, including computations and projections, related to:

3.3.1 The Proposal for the contract, subcontract, or modification;

3.3.2 The discussions conducted on the Proposal(s), including those related to negotiating;

3.3.3 Pricing of the contract, subcontract, or modification; or,

3.3.4 Performance of the contract, subcontract or modification.

3.4 The CONTRACTOR shall make available at its office at all reasonable times the records, materials, and other evidence required by the Oregon Bureau of Labor & Industries.

3.5 [this section is intentionally left blank]

3.6 To the fullest extent permitted by law, CONTRACTOR agrees to fully indemnify, hold harmless, and defend COIC, its directors, officers, employees, and agents, and OBDD and its officers, employees and agents, from and against all claims, damages (of any kind), proceedings, liabilities, losses, attorney fees, expenses, and each whether known or unknown, incidental to the investigation or defense thereof, caused directly or indirectly by the intentional misconduct, recklessness, or negligence of Contractor, Contractor's Representatives, Agents, employees, or its SUB-CONTRACTOR's, or based upon or arising out of or incidental to damages or injuries to persons or property, caused by the fault or negligence in whole or in part from the performance of the work. COIC intends this indemnification clause be read and interpreted as broadly as possible.

CONTRACTOR shall, upon COIC's request, defend with counsel approved by COIC (which approval shall not be unreasonably withheld), at CONTRACTOR's sole cost and expense, any action, claim, suit, cause of action or portion thereof which asserts or alleges liabilities resulting from any allegedly negligent act, omission, misconduct or other legal fault of CONTRACTOR, its officers, employees, sub consultants, subcontractors, or agents in connection with the performance or nonperformance of this contract, whether or not such action, claim, suit, cause of action or portion thereof is well founded.

In the event that a final decision or judgment allocates liability by determining that any portion of damages awarded is attributable to COIC's negligence or willful misconduct, COIC shall pay the portion of damages which is allocated to COIC's negligence or willful misconduct, provided that COIC shall not be liable for any passive negligence of COIC, its officers or employees in reviewing, accepting, or approving any service or work product performed or provided by CONTRACTOR.

This indemnity shall survive the termination of this Proposal or final payment hereunder. This indemnity is in addition to any other rights or remedies which COIC and the other parties to be indemnified may have under the law or under this Proposal. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, COIC may in its sole discretion reserve, retain, or apply any monies due to the CONTRACTOR under the contract for the purpose of resolving such claims; provided, however, that COIC may release such funds if the CONTRACTOR provides COIC with adequate assurance of the protection of COIC's interests. COIC shall be the sole judge of whether such assurances are adequate.

3.7 It is understood and acknowledged that Agreement is not a contract of employment between COIC and CONTRACTOR, or any agents, officers, or employees of CONTRACTOR. CONTRACTOR is, and shall at all times be, deemed to be an independent contractor. CONTRACTOR is not authorized to bind COIC to any contracts or other obligations. CONTRACTOR is not an agent or employee of COIC, and shall at no time represent itself to be such agent or employee. Neither CONTRACTOR nor any of its employees or subcontractors shall be entitled to any benefits accorded to COIC employees including but not limited to Workers Compensation, disability insurance, unemployment compensation, retirement benefits, vacation, or sick leave. CONTRACTOR is an independent CONTRACTOR for all purposes and is not entitled to compensation from COIC other than that provided by this contract. CONTRACTOR shall inform COIC of CONTRACTOR'S Federal Internal Revenue Service Employer Identification Number, or, if CONTRACTOR is an individual with no employer identification number, CONTRACTOR'S

Social Security Number. The CONTRACTOR and its officers, employees, and agents are not officers, employees or agents of COIC as those terms are used in ORS 30.265. The CONTRACTOR, its employees or officers shall not hold themselves out either explicitly or implicitly as officers, employees or agents of COIC for any purpose whatsoever, nor are they authorized to do so.

- 3.8 COIC must adhere to and be in conformance with the State Statutes (primarily section ORS 279), the Attorney General Model Rules and the COIC adopted Procurement Policy. In this regard, all protests/disputes will be subject to these rules and policy. Termination or other disputes which may result in judicial review are subject to Sections ORS 279B.400, 279A.065 as applicable, and Attorney General Model Rules Section 137-047-700 (Legal remedies) "Protests and Judicial Review of Special Procurement". These rules state that before seeking judicial review of termination action, or other procurement-related action, that the affected CONTRACTOR must file a written protest directed to COIC and must exhaust all administrative remedies.
- 3.9 In performing its obligations under any resulting contract, the CONTRACTOR agrees to comply with all applicable state laws including, without limitation, ORS 279B.020, 279B.220 -279B.240, each of which is incorporated herein by reference.
 - 3.9.1 CONTRACTOR acknowledges that the Oregon Government Standards and Practices laws ("Ethics Laws"), as set forth in ORS 244.010 et seq. are applicable to CONTRACTOR'S when performing certain work on behalf of COIC under contract and that the individual employees and agents of CONTRACTOR may be treated as public officials under ORS 244.020 (15). CONTRACTOR agrees to determine whether and under what circumstances it or its agents are subject to the Ethics Laws, as referenced herein and incorporated by reference, and shall comply and ensure compliance by those subject to CONTRACTOR'S control when performing work under this Contract.
- 3.10 CONTRACTOR shall not permit any lien or claim to be filed or prosecuted against COIC, its property or its right-of-way because of any labor or material furnished or any other reason for work arising out of this Contract. If any lien shall be filed, CONTRACTOR shall satisfy and discharge or cause such lien to be satisfied and discharged immediately at CONTRACTOR'S sole expense.
- 3.11 Notwithstanding any safety provisions elsewhere in this contract, and in addition to CONTRACTOR'S own safety procedures, CONTRACTOR shall implement and enforce all safety requirements that are known standards in the industry and/or that are required by COIC.
- 3.12 [this section is intentionally left blank]
- 3.13 No COIC Board member, officer, employee or agent shall have any direct or indirect interest in this contract or its proceeds during that person's tenure with COIC, except to the extent such interest is permitted and disclosed as may be required under applicable law and COIC policy.
 - 3.13.1 No COIC Board member, officer, employee, or agent shall solicit or accept, and CONTRACTOR shall not offer or give to any COIC Board member, officer, employee or agent, any gratuities, favors, or anything of monetary value in connection with the administration of this contract, except to the extent permitted by applicable law and COIC policy.
- 3.14 [this section is intentionally left blank]
- 3.15 Termination for Default [Breach or Cause]: If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, COIC may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in

which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. COIC may, by written notice of default to the CONTRACTOR, terminate this contract in whole or in part if the CONTRACTOR fails to (i) Deliver the supplies or to perform the services within the time specified in this contract or any extension; (ii) Make progress, so as to endanger performance of this contract; or (iii) Perform any of the other provisions of this contract. If it is later determined by COIC that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, COIC, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

- 3.16 Opportunity to Cure: COIC in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to COIC's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from COIC setting forth the nature of said breach or default, COIC shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default does not preclude COIC from also pursuing all available remedies against Contractor and its sureties for said breach or default.
- 3.17 Waiver of Remedies for any Breach: In the event that COIC elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by COIC shall not limit COIC's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.
- 3.18 [this section is intentionally left blank]
- 3.19 CONTRACTOR shall maintain a complete set of records relating to this Contract in accordance with generally accepted accounting procedures. CONTRACTOR shall permit the authorized representatives of COIC, and the Oregon Business Development Department (OBDD) to inspect and audit all work, materials, payrolls, books, accounts, and other data and records of CONTRACTOR relating to its performance under this contract until the expiration of three (3) years after final payment under this contract.
- 3.19.1 CONTRACTOR further agrees to include in all of its subcontracts under this Contract a provision to the effect that the sub-CONTRACTOR agrees that COIC, the OBDD, or any of their duly authorized representatives shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and other records of the sub-CONTRACTOR. The term "subcontract" as used in this Section excludes (1) purchase orders not exceeding \$10,000.00 and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.
- 3.19.2 The periods of access and examination described under section 3.19 and 3.19.1 are for records that relate to (1) disputes between COIC and CONTRACTOR, (2) litigation or settlement of claims arising out of the performance of this Contract, or (3) costs and expenses of this Contract as to which exception has been taken by the Comptroller General or any of his or her duly authorized representatives, shall continue until all disputes, claims, litigation, appeals, and exceptions have been resolved.
- 3.20 This Proposal shall be construed and enforced pursuant to the laws of the State of Oregon. Venue for any suits brought under this Request for Proposal shall be exclusively vested in the State Courts of the County of Marion. The federal statutes, ORS 279 statutes, and the Oregon State Attorney General's Model Public Contract Rules are applicable to this work. If there are any

conflicts between federal and state regulations, federal laws, rules and regulations shall govern/prevail on this project (ORS 279A.030).

- 3.21 During the term of this contract, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability or national origin.
- 3.22 The validity, legality, or enforceability, in whole, or in part of any provision of Agreement, shall not affect or impair the validity, legality, or enforceability, of other provisions. If any of the provisions contained in this contract are held by a court of law or arbitrator to be illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired, and the parties shall negotiate an equitable adjustment of this contract so that the purposes of this contract are affected. All provisions concerning indemnity survive the termination or expiration of this contract for any cause.
- 3.23 If this contract is for the supply of goods, CONTRACTOR shall bear the risk of loss until the goods have been delivered to the site designated by COIC and an authorized COIC employee or agent has taken possession of them. Title to goods shall pass to COIC upon COIC's payment for those goods. If this contract is for the rental or lease of CONTRACTOR'S goods, the CONTRACTOR shall bear the risk of loss to CONTRACTOR'S goods. CONTRACTOR agrees to carry insurance to cover any such losses. Title to the CONTRACTOR'S goods shall remain with CONTRACTOR while goods are in COIC's possession. If this contract is for the repair or servicing of COIC owned goods, CONTRACTOR shall bear the risk of loss until the goods have been delivered to the site designated by COIC and an authorized COIC employee or agent has taken possession of them. Title to COIC owned goods shall remain with COIC while goods are in CONTRACTOR'S possession. CONTRACTOR agrees to carry insurance to cover any losses/damages to COIC's goods while in CONTRACTOR'S possession.
- 3.24 [this section is intentionally left blank]
- 3.25 [this section is intentionally left blank]
- 3.26 CONTRACTOR agrees that he/she shall not assign, sell, transfer, or sublet his/her rights, delegate or subcontract his/her responsibilities under this contract, in whole or in part, without the expressed written consent of COIC.
- 3.27 If this contract is for the supply of goods or equipment, then COIC shall be deemed to have accepted goods only after the goods have been delivered by CONTRACTOR, and COIC has had a reasonable opportunity after delivery to inspect the goods. Prior to acceptance, COIC may reject any goods that fail to conform to the requirements of this contract. COIC may revoke its acceptance of goods that fail to conform to this contract if the failure to conform was not reasonably discoverable by ordinary pre-acceptance inspection or evaluation. Acceptance may be revoked under this Paragraph even if COIC has started using the goods before discovering that they do not conform to the contract. Upon request by COIC, CONTRACTOR shall replace or repair to COIC's satisfaction any goods that have been rejected by COIC or the acceptance of which has been revoked by COIC under this Paragraph. Failure to replace or repair those goods within a reasonable time after COIC's request shall be a material breach of this contract.
- 3.28 Contractor will comply with all applicable federal, state, and local laws, regulations, and ordinances. Contractor will obtain and maintain all licenses, permits, registrations, and other governmental authorizations required to conduct its business and perform the services described in the Scope of Work.
- 3.29 [this section is intentionally left blank]
- 3.30 Administration of Agreement: CONTRACTOR's compliance with Agreement shall be supervised

and administered by COIC Community & Economic Development Director or designee.

3.31 [this section is intentionally left blank]

3.32 Notice of Deficiencies: COIC Community & Economic Development Director or designee may issue a Notice of Deficiencies to CONTRACTOR, specifying areas of unsatisfactory performance, and specifying what improvements are necessary to correct the deficiency or deficiencies. Such notice shall specify the provision(s) of Agreement which address the issue. CONTRACTOR shall correct deficiency within reasonable time limits specified by COIC not to exceed 30 days unless agreed to in advance by COIC in writing.

3.33 [this section is intentionally left blank]

3.34 Notices and other communications shall be made by hand-delivering personally, or by telegram, email, facsimile, or regular mail to the contacts listed below:

COIC: Community & Economic Development Director
 Central Oregon Intergovernmental Council
 334 NE Hawthorne Avenue
 Bend, OR 97701
 contracts@coic.org

CONTRACTOR: TBD

Service of such notices shall be deemed complete four (4) business days after deposit in the US Mail or on the date hand-delivered.

3.35 Continuity: Agreement is binding upon each of the parties and their respective heirs, shareholders, directors, partners, executors, and successors. Should the CONTRACTOR entity be purchased by another entity or otherwise change its corporate structure during the term of this Agreement, COIC reserves the right to terminate this Agreement and to solicit new vendors for this service.

3.36 Assignment (COIC): COIC reserves the right to assign portions of its responsibilities under Agreement to another party. The CONTRACTOR hereby approves the assignment and agrees such assignment shall constitute a complete novation between COIC and CONTRACTOR; and receipt by CONTRACTOR from COIC of sums then due and payable for services rendered pursuant to Agreement prior to assignment shall constitute a complete accord and satisfaction as between COIC and CONTRACTOR.

3.37 [this section is intentionally left blank]

3.38 Successors: Agreement shall be binding upon, and shall inure to the parties hereto, and their respective shareholders, partners, directors, agents, personal representatives, successors-in-interest, and assigns. CONTRACTOR shall not assign, sublet, or subcontract Agreement without prior written consent from COIC.

3.39 COIC PROCUREMENT PROTEST PROCEDURES - <https://www.coic.org/open-procurements/>

The required submittal listing for the “COIC WS Comm Structure Move CED 21-9” is as follows:

#	ITEM
1	PRICE PROPOSAL
2	CONTRACTOR EXPERIENCE FORM
3	PROPOSAL BOND
4	FIRST TIER SUBCONTRACTOR DISCLOSURE FORM

5	PROPOSAL DECLARATION
6	PREVAILING WAGE COMPLIANCE STATEMENT (EXHIBIT B)
7	DRUG TESTING POLICY STATEMENT (EXHIBIT C)
8	NON-COLLUSION AFFIDAVIT (EXHIBIT D)

Section 4 -SCOPE OF WORK

PROJECT OVERVIEW

Safely move an existing 125 year old, 65’ by 30’ two-story structure from its current location to a prepared site in downtown Warm Springs.

Plans titled COIC WS Comm Structure Move CED 21-9 dated June 2021, consisting of 9 sheets and photos of the structure are herein incorporated into the Proposal documents for detail of the overall scope of the project including the scope of services for this portion of the project. All workmanship, materials, and conditions shall conform to the current Oregon Standard Specifications for Construction and the Improvement Construction Procedure Standards & Specifications of the Confederated Tribes of Warm Springs.

This is a Public Works Contract and is subject to Oregon Bureau of Labor and Industries (BOLI) Prevailing Wage Rates Effective July 1, 2021.

ANTICIPATED PROJECT TIMELINE

Advertisement	July 9, 2021
Deadline for Requests for changes/clarification	July 21, 2021
Response to Requests	July 22, 2021
Proposal Submittal Deadline	4:00 p.m. on July 29, 2021
Notice of Intent to Award	August 2, 2021
Contract Award	August 10, 2021
Notice to Proceed	August 10, 2021
Work Completed by	September 30, 2021

LIQUIDATED DAMAGES

This is a time sensitive project. Liquidated damages will be assessed at \$2,000 per workday should the Contractor fail to complete the work within the time allowed within the executed contract. Days of unseasonable weather will not be counted against the contract time if requested in writing by the Contractor and approved by COIC.

CONTRACT DOCUMENTS

Addendums issued during the advertisement phase of the project will be posted on the Premier Builders Exchange (formerly Central Oregon Builders Exchange) website the COIC websites. Proposers shall submit their Proposal on the Proposal forms contained within the contract documents or on alternate forms as prescribed by the Proposal documents. COIC will not accept any Proposal that is not submitted as prescribed in the Proposal Documents package.

REQUIREMENTS FOR PROPOSERS

Each Proposal must be submitted on the prescribed forms and accompanied by either a certified check or Bid Bond executed on the prescribed form, payable to the COIC, in an amount not less than 25% (25 percent) of the amount proposed. The successful Proposer will be required to furnish the necessary additional bond(s) for the faithful performance of the Contract, as prescribed in the Contract Documents.

The attention of Proposers is directed to the State government requirements and conditions of employment to be observed and minimum wage rates to be paid under the Contract.

COIC will closely review the Contractor's Experience form to ensure a Contractor with acceptable experience is awarded the Contract.

Proposer must be registered with the Construction Contractors Board (ORS 701.055) or the Proposal will not be received or considered.

Proposers must submit all required information in the manner described in order for the Proposal to be considered responsive. Unresponsive Proposals shall be rejected.

MANDATORY SITE VISIT

To assure Proposers submitting a proposal are familiar with the existing conditions and understand the project requirements, all Proposers must visit the site with a COIC designated representative. Appointments can be made 48 hours in advance by emailing both dorr@coic.org and markr@kirbynagelhout.com.

NON-MANDATORY PRE-PROPOSAL CONFERENCE

A one-hour non-mandatory pre-proposal meeting will be held from 9:30 – 10:30 am on July 16, 2021 at the "TO LOCATION" described herein (NE Corner of Paute Ave & Wasco, Warm Springs, Oregon). All interested parties are encouraged, but not required to attend this meeting. A site visit will be included. Attendance at the Pre-Proposal Conference will thus meet the Mandatory Site Visit requirement described in the section above.

The purpose of the Pre-Proposal Conference is to answer questions and provide clarification regarding the RFP and to help ensure COIC's receipt of thorough responses to the RFP that are prepared using the same base assumptions. Proposers are encouraged to submit questions in writing to dorr@coic.org prior to the conference. A record of attendance will be conducted. COIC intends to provide addenda to the RFP to those firms who have either attended in the pre-proposal conference or registered for this procurement by simply emailing interest in the solicitation to the Transportation Fiscal Administrator at dorr@coic.org.

NOTIFICATION

The notification of Intent to Award will be made to all responsive Proposers within seven (7) calendar days of the Proposal opening.

COIC has established formal procedures for the filing and handling of protests. These procedures may be examined and downloaded from COIC's procurement webpage <https://www.coic.org/open-procurements/>. All protests must be in accordance with these Procurement Protest Procedures.

FROM LOCATION:

Downtown Warm Springs, Oregon.
(GPS coordinates provided in Exhibit J)

TO LOCATION:

NE Corner of Paute Ave & Wasco,
Warm Springs, Oregon

OWNER OF FROM LOCATION PROPERTY: Confederated Tribes of Warm Springs

OWNER OF TO LOCATION PROPERTY: Confederated Tribes of Warm Springs

OWNER OF STRUCTURE TO BE MOVED: Confederated Tribes of Warm Springs

ENTITY AWARDING THIS CONTRACT:

Central Oregon Intergovernmental Council
334 NE Hawthorne Avenue
Bend, Oregon 97701

AWARD OF CONTRACT

A fixed-price contract will be awarded to the responsible Proposer whose Proposal, conforming to all the

material terms and conditions of the Proposals, is the lowest in prices. COIC may choose to do only a portion of the project with funds available. The competency and responsibility of Proposers and of their proposed subcontractors will be considered in making the award.

COIC reserves the right to reject Proposal of any Proposer who has previously failed to perform properly and to complete on time contracts of a similar nature, who is not in a position to perform the Contract, who has habitually and without cause neglected the payment of bills or otherwise disregarded their obligation to subcontractors, material men or employees.

Proposer should notify COIC prior to Proposal opening date, should omissions or errors be found in Contract Documents. COIC will clarify by sending written instructions to all Proposers in the form of Addenda which will become a part of the Contract.

COIC will not be responsible for any oral instructions or interpretations.

EXAMINATIONS

Proposer is responsible for verifying dimensions and Proposal quantities prior to proposing.

Before submitting a Proposal, the Proposer shall carefully examine all Contract Documents, visit the site of the work, and fully inform themselves of all existing conditions and limitations. Proposers shall include in the Proposal, sum or sums sufficient to cover the cost of all items in this Contract.

Proposer should notify COIC prior to Proposal opening date, should omissions or errors be found in Contract Documents. COIC will clarify by issuing instructions in the form of Addenda which will become a part of the Contract.

COIC will not be responsible for any oral instructions or interpretations.

Proposer is responsible to review all documents he/she will submit in the Proposal as complete. All pages listed on the Proposer's Required Submittal Listing are required to be included in the Proposal.

ANY ADDENDA

Any addenda issued during the time of Proposing are to be covered in the Proposal, and in closing a Contract, they will become part thereof. Signed copy of the addenda is to be included with the Proposal submittal. All addenda will be made in PDF format, available on the Premier Builders Exchange (formerly Central Oregon Builders Exchange) website. COIC will not mail or fax notice of Addenda, but will publish notice of any addenda on the Premier Builders Exchange. Addenda may be downloaded off the Premier Business Exchange's website. Proposers should frequently check the website at least once weekly until the week of Proposal opening. COIC will issue the last addenda at least three business days prior to Proposal opening. Any addenda issued during the time of Proposing are to be covered in the Proposal, and in closing a Contract they will become part thereof.

SUBSTITUTIONS

In order to obtain approval of material, products, methods, as equal to those specified, submit to COIC substitution request at least five (5) days before Proposal opening.

PAYMENT ON CONTRACT

Payment will be made as provided in the Contract. The contractor and subcontractors must pay not less than the prevailing wage as determined by the Oregon Bureau of Labor & Industry for any manual or mechanical work on the project. They or their sureties must execute a statement under oath in a form prescribed by the State Labor Commissioner, certifying the hourly rate of wage paid and that no workman was paid less than prevailing rate of wage or less than the minimum hourly rate of wage and file with COIC prior to any disbursement under the Contract and in accordance with ORS 279C.800 thru

279C.870. Contractors shall make payments in accordance with the Contract, ORS 279C.840 to 279C.870 and the laws of the State of Oregon. Contractor is required to have a \$200,000 Public Works Bond filed with CCB before starting work on the project, unless exempt (SB 477, Sections 2-5). Contractor is required to verify their subcontractors have filed bond.

PECUNIARY INTEREST

No director or employee of COIC shall have any pecuniary interest in the project.

LOCAL LABOR

Contractor and subcontractors are encouraged to use local labor when available.

**EXHIBIT A
PROPOSAL FORM**

1. AMOUNT OF PROPOSAL \$ _____

2. Total Proposal price written out in words

All Unit Price Proposals should be considered as “Furnished and Installed” unless otherwise noted in these Proposal documents. Please invoice referencing the above exact line item numbers and line items. All invoices must be approved by the project General Contractor before payment. Proposer acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Proposals, and final payment for all Unit Price Proposal items shall be based on actual quantities, determined as provided in the Contract documents.

To Be Considered Responsive, the following must be signed and completed by your firm:

We hereby certify to do the work as specified and at the price as quoted in conformance to all the Tribal, State and Federal Regulations that are applicable and will indemnify COIC against all claims arising out of any actions caused by our company during the performance of this contract. We also hereby certify that we have read and understood this entire RFP, including attachments and references.

Proposers Official Company Name _____

Address _____

Executed this _____ day of _____, of 20____

Signature of Authorized Official: _____

Printed Name: _____

Title of Authorized Official _____

Federal I.D. # _____ FAX # _____ Email _____

3. CONTRACTOR'S EXPERIENCE

Please list at least five similar projects to the COIC WS Comm Structure Move RFP CED 21-9 that have been completed in the last five years.

Project #1	Project #2	Project #3	Project #4	Project #5
Project Owner:	Project Owner:	Project Owner:	Project Owner:	Project Owner:
Description of Project:	Description of Project:	Description of Project:	Description of Project:	Description of Project:
Project Engineer:	Project Engineer:	Project Engineer:	Project Engineer:	Project Engineer:
Total Cost of Project:	Total Cost of Project:	Total Cost of Project:	Total Cost of Project:	Total Cost of Project:
Contact Name/Info:	Contact Name/Info:	Contact Name/Info:	Contact Name/Info:	Contact Name/Info:

4. PROPOSAL BOND

KNOW ALL BY THESE PRESENTS, That _____ hereinafter called the PRINCIPAL, and _____, an entity duly organized under the laws of the State of _____ having its principal place of business at _____ in the State of _____, and authorized to do business in the State of Oregon, as SURETY, are held and firmly bound unto the Central Oregon Intergovernmental Council Bend, OR, as obligee, hereinafter called COIC, in the penal sum of _____dollars(\$_____) for the payment of which, well and truly to be made, we bond ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by the presents.

THE CONDITIONS OF THIS BOND ARE SUCH that, whereas the PRINCIPAL herein is herewith submitting its Proposal for the COIC WS Comm Structure Move CED 21-9, said Proposal, by reference thereto, being hereby made a part hereof.

NOW, THEREFORE, if the said Proposal submitted by the said PRINCIPAL be accepted, and the contract be awarded to said PRINCIPAL, and if the said PRINCIPAL shall execute the proposed Agreement and shall furnish such performance and payment bonds as required by the Proposing and Contract Documents within the time fixed by said documents, then this obligation shall be void; however, if the PRINCIPAL shall fail to execute the proposed Agreement and furnish said bond, the SURETY hereby agrees to pay to the COIC the penal sum as liquidated damages.

Signed and sealed this day of _____, 2021

By

Principal Surety

By Attorney-in-Fact

A certified copy of the agent's power-of-attorney must be attached hereto.

5. FIRST TIER SUBCONTRACTOR DISCLOSURE

FIRST TIER SUBCONTRACTOR DISCLOSURE FORM (OPTIONAL, NOT MANDATORY)

(OAR 137-040-0017)

PROJECT NAME: COIC WS COMM STRUCTURE MOVE CED 21-9

PROPOSAL SUBMITTAL: _____

DATE: _____

TIME: _____

DISCLOSURE DEADLINE: _____

DATE: _____

TIME: _____

List below the Name, Address, Contact Name and Telephone Number of each subcontractor that will be furnishing labor or labor and materials that are required to be disclosed. Enter "NONE" if there are no subcontractors that need to be disclosed. (Attach additional sheets if needed).

Name/Address	Nature of Work Performed	Contact Phone #	Contract Amount
1.			
2.			
3.			
4.			
5.			

The above listed First-Tier Subcontractor(s) are providing labor or labor and materials with a dollar value equal to or greater than: 5% of the total Contract Price, but at least \$15,000 (including all alternates). If the dollar value is less than \$15,000 do not list the subcontractor above; or \$350,000 regardless of the percentage of the total Contract Price.

FORM SUBMITTED BY (PROPOSER NAME):

CONTACT NAME: PHONE #:

DELIVER FORM TO AGENCY: COIC

PERSON DESIGNATED TO RECEIVE FORM: Fiscal Administrator Transportation

PHONE #: 541.771-9909

AGENCY ADDRESS: 334 NE Hawthorne Avenue, Bend, OR 97701

UNLESS OTHERWISE STATED IN THE ORIGINAL SOLICITATION, THIS DOCUMENT SHALL NOT BE FAXED. IT IS THE RESPONSIBILITY OF THE PROPOSERS TO SUBMIT THIS DISCLOSURE FORM AND ANY ADDITIONAL SHEETS, WITH THE PROJECT NAME CLEARLY MARKED, AT THE LOCATION INDICATED BY THE SPECIFIED DISCLOSURE DEADLINE. SEE INSTRUCTIONS TO PROPOSERS.

Rev: 03-09-2000 Agency will insert "N/A" above if the Contract amount value is anticipated to be less than \$100,000. Otherwise this form must be submitted within two working hours of the advertised Proposal closing date and time; no later than the DISCLOSURE DEADLINE stated above.

PROPOSER'S DECLARATION:

The undersigned, hereinafter called the Proposer, declares that the only persons or parties interested in this Proposal are those named herein, that this Proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of COIC, and that the Proposal is made without any connection or collusion with any person making another Proposal on this Agreement.

The Proposer further declares that they have carefully examined the Request to Proposal, Exhibits, and related Contract Documents for the construction of the project, that they have personally inspected the site, that they have satisfied themselves as to the quantities involved, and that this Proposal is made according to the provisions and under the terms of the Contract Documents, which documents are hereby made a part of this Proposal.

Proposer further declares it is has had opportunity to place this Request to Proposal, its exhibits, and related documents found on the COIC procurement web page, in front of its (Proposer's) legal counsel.

The Proposer further declares that the provisions required by ORS 279C.800 to 279C.870 relating to prevailing wage rates shall be complied with.

The Proposer further agrees that they have exercised their own judgment regarding subsurface condition and has utilized all data, w h i c h they believe pertinent from COIC and other sources in arriving at their conclusions.

CONTRACT EXECUTION:

The Proposer agrees that if this Proposal is accepted, they will, within ten (7) days, not including Sundays and legal holidays, after notice of award, sign the Agreement in the form annexed hereto, and will at that time, deliver to COIC the PERFORMANCE BOND and the PAYMENT BOND required herein, and will to the extent of their Proposal, furnish all machinery, tools, apparatus, and other means of construction and do the work and furnish all the materials necessary to complete the work in the manner, in the time, and according to the methods specified in the Contract Documents and required by COIC thereunder.

In the event that the Proposer shall fail to enter into a contract within such time, the Proposal security in the amount stated in the REQUEST TO PROPOSAL and deposited herewith, shall be retained by COIC and it is agreed that said sum is a fair measure of the amount of damage that COIC will sustain because of such failure to enter into a contract.

CERTIFICATES OF INSURANCE:

The Proposer further agrees to furnish COIC, before commencing the work under the Contract, the certificates of insurance as specified in these documents.

CONSTRUCTION TIME LIMITS:

The Proposer agrees to begin work within ten (7) calendar days after the date of COIC's written notice to proceed, and to complete all work to be done under the contract in the time frames noted in the REQUEST FOR PROPOSALS after the date of COIC's written notice to proceed.

SUBCONTRACTORS:

The Proposer will list all proposed subcontractors by their proper corporate name and the portion of the work the subcontractor intends to perform in the spaces provided below. Contractor is also required to comply with the regulations regarding First Tier Subcontractors and applicable submittals.

SUBCONTRACTOR/WORK PERFORMED

1. _____
2. _____
3. _____

4. _____

COIC reserves the right to reject any subcontractor COIC deems unfit for the scope of the work Proposal.

LUMP SUM OR UNIT PRICES:

The Proposer further proposes to accept as full payment for the work Proposal herein the amounts computed under the provisions of the Contract Documents and based on the following lump sum or unit price amounts. The Proposer agrees that the lump sum prices and the unit prices represent a true measure of the labor and materials required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents. COIC reserves the right to reject any and all Proposals, to waive any informalities and to accept the Proposal of the lowest responsible Proposer.

ADDENDA:

The Proposer acknowledges that addenda numbers have been received and examined as part of these Contract Documents.

SURETY:

If the Proposer is awarded the construction contract on this Proposal, the Surety who provides the "Performance Bond" and "Payment Bond" will be:

Name:

Address:

Proposer:

The name of the Proposer submitting this Proposal:

Name:

Address:

The above stated address is the address to which all communications concerned with this Proposal and with the contract are to be sent. The names of the principal officers of the corporation, or partnership, or of all persons interested in this Proposal as principals are as follows:

Acknowledged and Executed this _____ day of _____, of 20____

Signature of Authorized Official: _____

Printed Name: _____

Title of Authorized Official _____

EXHIBIT B
PREVAILING WAGE RATE STATEMENT

The Proposer represents, covenants, and warrants its full compliance with provisions of ORS 279C.800 – 279C.870 (Oregon Prevailing Wage Rates on the COIC WS Comm Structure Move CED 21-9).

Applicable prevailing wage rates are those in effect at the time the initial specifications are first advertised for Proposal solicitation. ORS 279C.830(1)(c); OAR 839-025-0020(4) and (5). The workers must be paid not less than the applicable state prevailing wage rate. ORS 279C.830; OAR 839-020-0115(3).

The contractor and every subcontractor must have a public works bond filed with the Construction Contractors Board before starting work on the project. ORS 279C.830(2)(a). Every subcontractor is required to have a public works bond filed with the Construction Contractors Board before starting work on the project. ORS 279C.830 (2)(b).

If the contractor fails to pay for labor and services, COIC can pay for them and withhold these amounts from payments to the contractor. ORS 279C.515; OAR 839.025.0020(2) (a).

The contractor must pay daily, weekly, weekend and holiday overtime as required. ORS 279C.520; OAR 839-025-020(2) (c).

The contractor must make prompt payment for all medical services for which the contractor has agreed to pay, and for all amounts for which the contractor collects or deducts from the worker’s wages. ORS 279C.530; OAR 839-025-0020(2) (d).

The employer must give written notice to the workers of the number of hours per day and days per week they may be required to work. OAR 839-025-0020(2) (c).

BOLI Contact:
Bureau of Labor and Industries Wage and Hour Division Prevailing Wage Unit
800 N.E. Oregon Street, #32
Portland, OR 97232
www.oregon.gov/BOLI

Acknowledged and Executed this _____ day of _____, of 20____

Signature of Authorized Official: _____

Printed Name: _____

Title of Authorized Official _____

EXHIBIT C
DRUG TESTING POLICY STATEMENT

The Proposer states that provisions of ORS 279C.505 [Chapter 794.138] requiring an employee drug-testing program will be complied with in this COIC WS Comm Structure Move RFP CED 21-9.

Executed this _____ day of _____, of 20_____

Signature of Authorized Official: _____

Printed Name: _____

Title of Authorized Official _____

Subscribed and sworn to me this _____ day of _____, 20_____

Notary Public for Oregon

My commission expires: _____

If the Offeror is unable to complete this form then it needs to disclose and attach to this form a detailed statement fully disclosing any exceptions and why it believes, in light of the interest(s) identified that performance of the proposed contract can be accomplished in an impartial and objective manner. COIC reserves the right to request more information, to disqualify the Offeror, to contract with the Offeror if it is in COIC's best interest and include appropriate provision to mitigate or avoid such conflict in the contract awarded. Refusal to provide the disclosure or representation or any additional information required, may result in disqualification of the Offeror for award. If nondisclosure or misrepresentation is discovered after award, the resulting contract may be terminated. If after award the Contractor discovers a conflict of interest with respect to the contract awarded as a result of this solicitation, which could not reasonably have been know prior to award, an immediate and full disclosure shall be made in writing to COIC. The disclosure shall include a full description of the conflict, a description of the action the contractor has taken, or proposes to take, to avoid or mitigate such conflict. COIC may, however, terminate the contract for convenience if it deems that termination is in the best interest of COIC.

(Failure to complete this form and to submit it with your offer may render this offer non-responsive)

EXHIBIT E

Contractor Insurance Requirements

GENERAL

Contractor (including its subcontractors, agents, etc) shall i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION, and CERTIFICATES OF INSURANCE before performance under the contract commences, and ii) maintain the insurance in full force, through annually renewing policies, throughout the duration of the contract. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are reasonably acceptable to State. Contractor shall not start work described herein until the insurance is in full force.

CONTRACTOR shall be solely responsible for payment of all insurance coverage deductibles, for general and automobile liability and for automobile physical damage coverage, per occurrence, for all losses, damages, or costs incurred as a result of the CONTRACTOR'S action or inaction.

TYPES AND AMOUNTS.

i. **WORKERS COMPENSATION.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers liability insurance with coverage limits of not less than \$500,000 per accident, \$500,000 policy limit for bodily injury by disease and \$500,000 each employee for bodily injury by disease must be included. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of COIC for all work performed by the contractors, its employees, agents and subcontractors.

ii. **COMMERCIAL GENERAL LIABILITY.** Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are reasonably satisfactory to State. This insurance shall include personal injury liability, products, and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts:

Bodily Injury, Death and Property Damage: \$5,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence), \$10,000,000 General Aggregate and \$4,000,000 Products/Completed Operations Aggregate.

iii. **AUTOMOBILE Liability Insurance:** Automobile Liability. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by State: Bodily Injury, Death, and Property Damage:

\$5,000,000 per accident (for all claimants for claims arising out of a single accident or occurrence).

iv. **PROFESSIONAL LIABILITY INSURANCE.** Professional liability insurance with limits of not less than \$1,000,000 per claim, and \$2,000,000 in the aggregate.

ADDITIONAL INSURED. The Commercial General Liability Insurance, Automobile Liability and any Umbrella/Excess Liability insurance must include Central Oregon Intergovernmental Council, its directors, officers, employees, volunteers, and agents as Additional Insureds but only with respect to the contractor's activities to be performed under this Agreement. Coverage must be primary and non-contributory with any other insurance and self-insurance. Any insurance or self-insurance maintained by COIC, its officers, officials, employees and volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

"TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as professional

liability insurance, the Contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Agreement, for a minimum of 24 months following the later of: (i) the Contractor's completion and COIC's acceptance of all Services required under this Agreement or, (ii) the expiration of all warranty periods provided under this Agreement. Notwithstanding the foregoing 24-month requirement, if the Contractor elects to maintain "tail" coverage and if the maximum time "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the Contractor may request and COIC may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If COIC approval is granted, the Contractor shall maintain "tail" coverage for the maximum period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR NON-RENEWAL. Contractor or its insurer must provide 30 days' written notice to COIC before cancellation of or non-renewal of the required insurance coverage(s).

CERTIFICATE(S) OF INSURANCE. Contractor shall provide COIC a certificate(s) of insurance for all required insurance before the Contractor performs under the Contract. The certificate(s) or an attached endorsement must specify all entities and individuals who are endorsed on the policy as Additional Insured.

**EXHIBIT F
ADDENDUM RECEIPT**

ADDENDA RECEIVED (If none received, write "None Received"):

Addendum No. _____ Date Received _____

Addendum No. _____ Date Received _____

Addendum No. _____ Date Received _____

Addendum No. _____ Date Received _____

Addendum No. _____ Date Received _____

Addendum No. _____ Date Received _____

Executed this _____ day of _____, of 20____

Signature of Authorized Official: _____

Printed Name: _____

Title of Authorized Official _____

EXHIBIT G

**STATE OF OREGON GENERAL CONDITIONS FOR PUBLIC IMPROVEMENT CONTRACTS
STATE OF OREGON**

**GENERAL CONDITIONS
FOR
PUBLIC IMPROVEMENT CONTRACTS
NOTICE TO STATE AGENCIES AND PUBLIC IMPROVEMENT CONTRACTORS**

January 1, 2012 Edition

Changes to the General Conditions (including any additions, deletions or substitutions) should only be made by Supplemental General Conditions, unless the General Conditions are specifically modified in the Public Improvement Agreement (which has a higher order of precedence under Section A.3 of the General Conditions). The text of these General Conditions should not otherwise be altered.

NOTE: THE FOLLOWING GENERAL CONDITIONS HAVE BEEN REVIEWED AS TO FORM BY THE OREGON DEPARTMENT OF JUSTICE. THE LEGAL SUFFICIENCY AND APPROVAL REQUIREMENTS OF ORS 291.047 ARE STILL APPLICABLE FOR INDIVIDUAL PROCUREMENTS OF STATE AGENCIES, UNLESS AN EXEMPTION HAS BEEN GRANTED PURSUANT TO THAT STATUTE AND ADMINISTRATIVE RULES AT OAR CHAPTER 137, DIVISION 45.

2012 Rules Stated at

<https://www.oregon.gov/das/Procurement/Guiddoc/GenCon4PI.pdf>

2021 Oregon Standard Specifications for Construction stated at

[https://www.oregon.gov/odot/Business/Specs/2021_STANDARD_SPECIFICATION S.pdf](https://www.oregon.gov/odot/Business/Specs/2021_STANDARD_SPECIFICATION_S.pdf)

EXHIBIT H

CONSTRUCTION DRAWINGS BOUND SEPERATELY

Please find this Exhibit at:

<https://www.coic.org/open-procurements/>

EXHIBIT I
GENERAL STANDARDS OF PROPOSER RESPONSIBILITY

To be determined responsible, a prospective contractor must meet all of the following requirements:

- Financial resources adequate to perform the contact, or the ability to obtain them;
- Ability to meet the required delivery or performance schedule, taking into consideration of all existing commercial and governmental business commitments;
- A satisfactory performance record;
- A satisfactory record of integrity and business ethics;
- The necessary organization, experience, accounting, and operational controls, and technical skills, or the ability to obtain them;
- Compliance with applicable licensing and tax laws and regulations;
- The necessary production, construction and technical equipment and facilities, or the ability to obtain them; and
- Other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.

Acknowledged and executed this _____ day of _____, of 20____

Signature of Authorized Official: _____

Printed Name: _____

Title of Authorized Official _____

EXHIBIT J
GPS Location of the Structure to be Moved

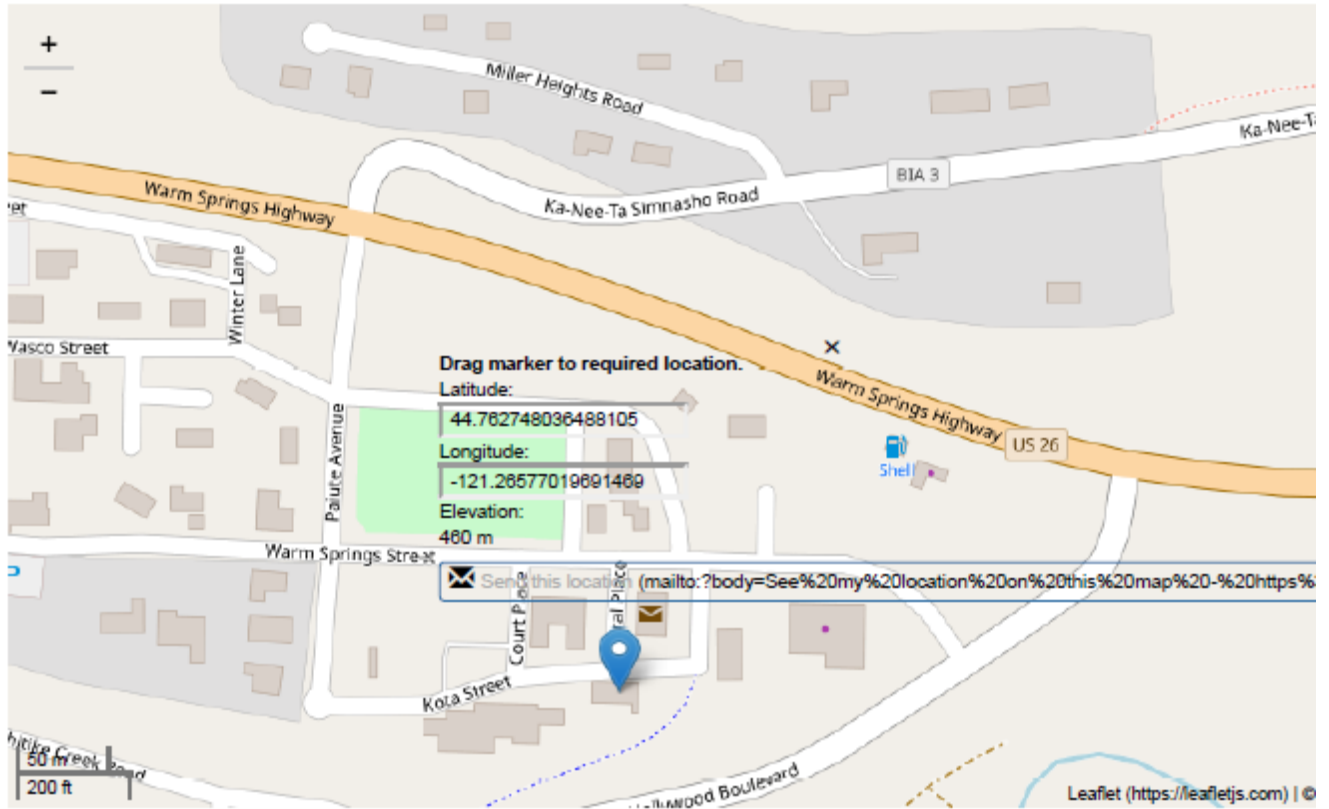


EXHIBIT K
Photos of the Structure to be Moved

