

SISTERS-CAMP SHERMAN FIRE DISTRICT
INVITATION TO BID

Station 703 Bay Door Remodel Project



Prepared by:
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ADVERTISEMENT FOR BIDS

Project

Bidders are invited to submit proposals for:

Station 703 Bay Door Remodel Project

Station 703 - 17233 Buffalo Drive, Sisters, OR 97759

Description

The Sisters-Camp Sherman Fire District (SCS) is requesting bid proposals for remodel of bay doors at Station 703 – 17233 Buffalo Drive, Sisters, OR 97759

Bids

The Sisters-Camp Sherman Fire District reserves the right to reject all bids or any bid not conforming to the requirements of the Contract Documents, and postpone the awarding of the contract for a period of not more than 30 days from the bid opening date.

Bid Period

June 5, 2019 to 1 p.m. on June 28, 2019.

Bids Due and Bid Opening:

In order to be considered, the bid must be received by the Sisters-Camp Sherman Fire District no later than 1:00 P.M. on June 28, 2019. Bids received after the stipulated time will not be accepted. All timely filed Bids will be reviewed and evaluated after Bid submission closing on June 28, 2019 at 1:15 p.m. at SCS Station 701 conference room at 301 South Elm Street in Sisters, Oregon.

ITB responses may be submitted to: Roger Johnson, Fire Chief via the following methods:

1. Hand delivered in a sealed envelope to: 301 South Elm Street, Sisters, OR 97759
2. Regular mail in a sealed envelope to: PO Box 1509, Sisters, OR 97759
3. Parcel delivery (i.e. UPS/FedEx) in a sealed envelope to: 301 South Elm Street, Sisters, OR 97759

Despite the method of delivering a response to the ITB, it is the sole responsibility of the vendor/contractor to ensure that the response has been received prior to the deadline, in its entirety, including but not limited to legibility of forms, etc. SCS reserves the right to reject any ITB responses that are incomplete, unreadable, not delivered prior to the deadline, etc.

The bid prices must remain valid for a period of 90 days from the date received. All Contractors that respond to this ITB will be notified of the intent to award at least seven (7) days prior to the award. Discussion of exceptions, options and clarifications, if necessary will also be discussed at that time. Bids will be evaluated on price, adherence to specifications, quality, delivery time, compatibility and service. SCS reserves the right to reject any and all bids not in compliance with all prescribed public contracting procedures and to reject for good cause all bids upon finding of the District that it is in the public interest to do so; and to accept the one that is deemed most beneficial to the District.

A bid or proposal is considered an "Offer" and will be considered "firm". The Offer is irrevocable, valid and binding on the Offeror for not less than 30 days following closing.

Project Timeline

Advertisement – June 5, 2019 – The Bend Bulletin, Nugget Newspaper and District Website

Non-Mandatory Pre-Bid Meeting – Scheduled upon request – 541-549-0771.

Bid Opening – June 28, 2019

Intent to Award – June 28, 2019

Board Award Contract – July 8, 2019

Notice to Proceed – July 8, 2019

Work Completed by – October 31, 2019

Non-Mandatory Pre-Bid Conference

A non-mandatory pre-bid conference may be scheduled by contacting the Fire District’s Administration Office at 541-549-0771. All bidders who wish to bid the project may attend to view the facilities and work areas.

Statements made by Contracting Agency’s representative at the pre-offer conference do not change the Invitation to Bid document unless Contracting Agency confirms such statements with a Written Addendum to the Invitation to Bid.

Documents

The ITB may be reviewed at the Sisters-Camp Sherman Fire District Station 701 Administration building at 301 South Elm Street, Sisters, OR 97759 beginning June 5, 2019 between the hours of 8 a.m. and 5 p.m. Monday through Friday until bid closing or online at www.sistersfire.com.

INSTRUCTIONS TO BIDDERS – STATION 703 BAY DOOR REMODEL PROJECT

Each proposal must be submitted on the prescribed forms.

Bid Bond

Enclose a bidder's bond (Form Attached), certified check (or cashier's) check made payable to the Owner in an amount equal to 5% of the total bid.

Addenda

Any addenda or notifications regarding supplemental information will be sent via email and will be available for review at SCS Station 701 at 301 South Elm Street, Sisters, Oregon 97759 during the hours of 8 a.m. to 5 p.m. Monday through Friday.

Resident Bidder

Contractor must identify in the proposal whether or not Contractor is a "Resident Bidder." "Resident Bidder" means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid and has a business address in this state.

Prevailing Wages

No Bid will be received or considered by the Sisters-Camp Sherman Fire District unless the Bid contains a statement by the Bidder as a part of its Bid that "Contractor agrees to be bound by and will comply with the provisions of ORS 279C.840 or 40 U.S.C. 276a." The Bidder shall be familiar with filing Public Works Contract Wage Certification Forms.

Wage rates shall be governed by the latest edition of "Prevailing Wage Rates for Public Works Contracts in Oregon" as compiled by Oregon Bureau of Labor and Industries. (Copy attached).

Construction Contractor Board Certification

Sisters-Camp Sherman Fire District will not receive or consider a Bid for this Public Improvement Contract unless the Bidder is registered and in good standing with the Construction Contractors Board and can furnish a current, valid certificate of registration issued by the CCB at the time the offer is made. Contractor must certify they will not discriminate in obtaining required subcontractors in accordance with ORS 279A.110(4).

First Tier Subcontractors

Within two working hours after the date and time of the deadline when bids are due to Sisters-Camp Sherman Fire District for **Station 703 Bay Door Remodel Contract**, a bidder shall submit to the Fire District a disclosure of the first-tier subcontractors that:

(A) Will be furnishing labor or will be furnishing labor and materials in connection with the public improvement contract; and

(B) Will have a contract value that is equal to or greater than five percent of the total project bid or \$15,000, whichever is greater, or \$350,000 regardless of the percentage of the total project bid.

If Bidder will not be using any subcontractors that are subject to the above disclosure requirements, Bidder is required to indicate "None" on the accompanying form.

Bid Evaluation and Criteria

Project will be awarded to the Responsible Bidder submitting the lowest Responsive Bid. The Invitation to Bid requires a lump-sum offer for this project.

The competency and responsibility of bidders and of their proposed subcontractors will be considered in making the award. Owner reserves the right to reject bid of any bidder 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.

The Sisters-Camp Sherman Fire District will closely review the Contractor's Experience form to ensure a Contractor with acceptable experience is awarded the Contract for the **Station 703 Bay Door Remodel Project**.

Notification

The notification of Intent to Award will be made to all responsible bidders within seven (7) calendar days of the bid opening. Protest of bid results and Intent to Award must be in writing, must be by a bidder in good legal standing, must be specific, and must be received within seven (7) calendar days of the date of issuance of the Intent to Award. The protest envelope must give bid title reference and must be addressed to: Fire Chief Roger Johnson, Sisters-Camp Sherman Fire District, 301 S. Elm Street, PO Box 1509, Sisters, Oregon 97759.

Bonds

Contractor shall execute and deliver to the Sisters-Camp Sherman Fire District a performance bond and a payment bond each in a sum equal to the Contract Price. (Forms Attached). The Sisters-Camp Sherman Fire District will only accept a performance bond furnished by a surety company authorized to do business in Oregon and in an amount equal to the full contract price.

Contractor and every subcontractor must have a Public Works bond filed with the Construction Contractors Board before starting work on the project, unless otherwise exempt. This bond is in addition to the performance and payment bond requirements. Contractor is required to verify their subcontractors have filed bond.

Permits and Fees

Sisters-Camp Sherman Fire District will pay for and obtain all necessary construction permits and provide legal notices. The Contractor is also to pay the BOLI wage reporting notification fee as required by ORS 279.

Contract Execution

The Bidder agrees that if his Bid is accepted, he will, within seven (7) days after notice of award, sign the Agreement in the form included in the ITB packet, and will at that time, deliver to the Sisters-Camp Sherman Fire District the performance bond and payment bond required herein, and will to the extent of his 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 the District thereunder.

Certificates of Insurance

The Bidder further agrees to furnish the District, before commencing the work under the Contract, the certificates of liability insurance with the following limits: \$2 million per occurrence, \$4 million aggregate.

Construction Time Limits

The Bidder agrees to begin work no later than July 8, 2019 and to complete all work to be done under the contract in the time frames noted in the Invitation to Bid after the date of the District's written notice to proceed.

Payment on Contract

The Bidder will accept as full payment for the work proposed herein the amounts computed under the provisions of the Contract Documents and based on the following lump sum or unit price amounts. The Bidder 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.

Please invoice referencing the exact line item numbers and line items as shown on the Scope of Work Document attached. Invoices shall be submitted on the first of each month for work completed up to the last day of the previous month.

BID PROPOSAL FORM

GENERAL DESCRIPTION:

STATION 703 BAY DOOR REMODEL PROJECT

TOTAL AMOUNT OF BID \$ _____

TOAL BID PRICE WRITTEN IN WORDS: _____

CONTACT INFORMATION:

List name, address, telephone number and email address of person to be contacted regarding addenda or additional information regarding bid proposal.

Name: _____

Address: _____

Telephone: _____

Email Address: _____

OFFEROR'S ACKNOWLEDGMENT:

By signing and submitting this Offer, the Offeror acknowledges it has read and understands the terms and conditions contained in the Solicitation Document and that it accepts and agrees to be bound by the terms and conditions of the Solicitation Document.

We also certify to do the work as specified and at the price as quoted in conformance to all the City, State and Federal Regulations that are applicable and will indemnify the Sisters-Camp Sherman Fire District against all claims arising out of any actions caused by our company during the performance of this contract.

Bidders Official Company Name _____

Address _____

Signature of Authorized Official and Title: _____

Printed Name of Authorized Official: _____

Date: _____ Federal Tax ID # _____



BID BOND

KNOW ALL MEN BY THESE PRESENTS, That _____ hereinafter called the PRINCIPAL, and _____, a corporation 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 Sisters-Camp Sherman Fire District, Oregon, as obligee, hereinafter called the DISTRICT, in the penal sum of dollars (\$ _____) for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS BOND ARE SUCH That, whereas the PRINCIPAL herein is herewith submitting his or its bid proposal for the **Station 703 Bay Door Remodel Project**, said bid proposal, by reference thereto, being hereby made a part hereof.

NOW, THEREFORE, if the said bid 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 bidding and Contract Documents within the time fixed by said documents, then this obligation shall be void; if the PRINCIPAL shall fail to execute the proposed Agreement and furnish said bond, the SURETY hereby agrees to pay to the DISTRICT the penal sum as liquidated damages.

Signed and sealed this _____ day of _____, 2019.

By

Principal

Surety

By Attorney-in-fact

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

CONTRACTOR'S EXPERIENCE FORM

Please list at least three similar projects to the **Station 703 Bay Door Remodel Project** that you have completed in the last five years.

#1

PROJECT OWNER: _____

DESCRIPTION OF PROJECT: _____

TOTAL COST OF PROJECT: _____

CONTACT NAME: _____

CONTACT NAME TELEPHONE #: _____

#2

PROJECT OWNER: _____

DESCRIPTION OF PROJECT: _____

TOTAL COST OF PROJECT: _____

CONTACT NAME: _____

CONTACT NAME TELEPHONE #: _____

#3

PROJECT OWNER: _____

DESCRIPTION OF PROJECT: _____

TOTAL COST OF PROJECT: _____

CONTACT NAME: _____

CONTACT NAME TELEPHONE #: _____

PREVAILING WAGE RATE COMPLIANCE STATEMENT

The Bidder states that provisions of ORS 279C.800 – 279C.870 (Oregon Prevailing Wage Rates) will be complied with on the **Station 703 Bay Door Remodel Project**.

COMPANY NAME _____

SIGNATURE _____

TITLE _____

DATE _____

- Applicable prevailing wage rates are those in effect at the time the initial specifications are first advertised for bid 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).
- If the contractor fails to pay for labor and services, the District 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

FIRST-TIER SUBCONTRACTOR FORM

PROJECT NAME: _____

BID #: _____

BID CLOSING: Date: _____ Time: _____

This form must be submitted at the location specified in the Invitation to Bid on the advertised bid closing date and within two working hours after the advertised bid closing time.

List below the name of each subcontractor that will be furnishing labor or will be furnishing labor and materials and that is required to be disclosed, the category of work that the subcontractor will be performing and the dollar value of the subcontract. Enter "NONE" if there are no subcontractors that need to be disclosed. (ATTACH ADDITIONAL SHEETS IF NEEDED.)

DOLLAR CATEGORY

1) _____ \$ _____

2) _____ \$ _____

3) _____ \$ _____

4) _____ \$ _____

Failure to submit this form by the disclosure deadline will result in a nonresponsive bid. A nonresponsive bid will not be considered for award.

Form submitted by (bidder name):

Contact name: _____

Phone no.: _____



PERFORMANCE BOND

(NOTE: CONTRACTOR MUST USE THIS FORM, NOT A SURETY COMPANY FORM. MUST BE ACCOMPANIED BY A POWER OF ATTORNEY FOR THE SURETY'S OFFICER AUTHORIZED TO SIGN)

We the undersigned _____ as
PRINCIPAL (hereinafter called CONTRACTOR), and _____
a corporation organized and existing under and by virtue of the laws of the state of _____
_____ duly authorized to do surety business in the state of Oregon and named on the current
list of approved surety companies acceptable on federal bonds and conforming with the underwriting
limitations as published in the Authorized Insurance List in the State of Oregon published by the Office of
the Insurance Commissioner and which carries an "A" rating and is of the appropriate class for the bond
amount as determined by Best's Rating System, as SURETY, hereby hold and firmly bind ourselves, our
heirs, executors, administrators, successors and assigns, jointly and severally, to pay to SISTERS-CAMP
SHERMAN FIRE DISTRICT as OBLIGEE (hereinafter called DISTRICT), the amount of
_____ (equal to 100% of the total bid
amount) in lawful money of the United States of America.

WHEREAS, the CONTRACTOR entered into a contract with the DISTRICT dated _____
which Contract is hereunto annexed and made a part hereof, for accomplishment of the all contract terms
for the project described as follows: **Station 703 Bay Door Remodel Project.**

NOW, THEREFORE, the condition of this obligation is such that if the CONTRACTOR shall promptly,
truly and faithfully perform all the undertakings, covenants, terms, conditions, and agreements of the
aforesaid contract and having performed its obligations thereunder, then this obligation shall be null and
void; otherwise it shall remain in full force and effect.

Whenever CONTRACTOR shall be declared by the DISTRICT to be in default under the Contract
Documents for the project described herein, the SURETY may promptly remedy the default by completing
the project in accordance with the Contract Documents and the project Specifications with a contractor
approved by the DISTRICT. SURETY, for value received, further stipulates and agrees that all changes,

extensions of time, alterations, or additions to the terms of the Contract or Specifications for the above described contract are within the scope of the SURETY's undertaking on this bond, and SURETY hereby waives notice of any such change, extension of time, alteration or addition to the terms of the contract or to the Work or to the Specifications. Any such change, extension of time, alteration or addition to the terms of the contract or to the Work or to the Specifications shall automatically increase the obligation of the Surety hereunder in a like amount, provided that such increase shall not exceed twenty-five percent (25%) of the original amount of the obligation without the consent of the Surety.

This obligation shall continue to bind the PRINCIPAL and SURETY, notwithstanding successive payments made hereunder, until the full amount of the obligation is exhausted.

SURETY shall indemnify, defend, and protect the DISTRICT against any claim of direct or indirect loss resulting from the failure of the CONTRACTOR (or any of the employees, subcontractors, or lower tier subcontractors of the CONTRACTOR) to faithfully perform the terms of the contract.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the DISTRICT or its heirs, executors, administrators, successors or assigns.

If more than one SURETY is on this bond, each SURETY hereby agrees that it is jointly and severally liable for obligations on this bond.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 2019.

SURETY

CONTRACTOR

By: _____

By*: _____

Title: _____

Title: _____

Street Address

Street Address

City State ZIP

City State ZIP

Phone Number

Phone Number

* Must be signed by president or vice-president of Contractor.



PAYMENT BOND

(NOTE: CONTRACTOR MUST USE THIS FORM, NOT A SURETY COMPANY FORM. MUST BE ACCOMPANIED BY A POWER OF ATTORNEY FOR THE SURETY'S OFFICER AUTHORIZED TO SIGN)

KNOW BY ALL MEN BY THESE PRESENTS:

We the undersigned _____ as
PRINCIPAL (hereinafter called CONTRACTOR), and _____
a corporation organized and existing under and by virtue of the laws of the state of _____
_____ duly authorized to do surety business in the state of Oregon and named on the current
list of approved surety companies acceptable on federal bonds and conforming with the underwriting
limitations as published in the Authorized Insurance List in the State of Oregon published by the Office of
the Insurance Commissioner and which carries an "A" rating and is of the appropriate class for the bond
amount as determined by Best's Rating System, as SURETY, hereby hold and firmly bind ourselves, our
heirs, executors, administrators, successors and assigns, jointly and severally, to pay to the SISTERS-CAMP
SHERMAN FIRE DISTRICT as OBLIGEE (hereinafter called DISTRICT), the amount of
_____ in lawful money of the United
States of America.

WHEREAS, the CONTRACTOR entered into a contract with the DISTRICT dated
_____, which Contract is hereunto annexed and made a part hereof, for accomplishment
of the all contract terms for the project described as follows: **Station 703 Bay Door Remodel Project.**

NOW, THEREFORE, the condition of this obligation is such that if the CONTRACTOR shall promptly,
truly and faithfully perform all the undertakings, covenants, terms, conditions, and agreements of the
aforesaid contract and having performed its obligations thereunder and promptly make payments to all
persons, firms, subcontractors, corporations and/or others furnishing materials for or performing labor in

the prosecution of the Work provided for in the aforesaid contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Whenever CONTRACTOR shall be declared by the DISTRICT to be in default under the Contract Documents for the project described herein, the SURETY shall promptly remedy the default by completing the project in accordance with the Contract Documents and the project Specifications with a contractor approved by the DISTRICT. SURETY, for value received, further stipulates and agrees that all changes, extensions of time, alterations, or additions to the terms of the Contract or Specifications for the above described contract are within the scope of the SURETY's undertaking on this bond, and SURETY hereby waives notice of any such change, extension of time, alteration or addition to the terms of the contract or to the Work or to the Specifications. Any such change, extension of time, alteration or addition to the terms of the contract or to the Work or to the Specifications shall automatically increase the obligation of the Surety hereunder in a like amount, provided that such increase shall not exceed twenty-five percent (25%) of the original amount of the obligation without the consent of the Surety.

This obligation shall continue to bind the PRINCIPAL and SURETY, notwithstanding successive payments made hereunder, until the full amount of the obligation is exhausted.

SURETY shall indemnify, defend, and protect the DISTRICT against any claim of direct or indirect loss resulting from the failure of the CONTRACTOR (or any of the employees, subcontractors, or lower tier subcontractors of the CONTRACTOR) to faithfully perform the terms of the contract.

No right of action shall accrue on this bond to or for the use of any person or corporation other than DISTRICT or its heirs, executors, administrators, successors or assigns.

If more than one SURETY is on this bond, each SURETY hereby agrees that it is jointly and severally liable for obligations on this bond.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 2019.

SURETY

By: _____

Title: _____

Street Address

City State ZIP

Phone Number

CONTRACTOR

By*: _____

Title: _____

Street Address

City State ZIP

Phone Number

* Must be signed by president or vice-president of Contractor.

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20____ by and between _____, hereinafter called "OWNER" and _____, doing business as (an individual,) or (a Partnership or (a corporation) hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of the **Station 703 Bay Door Remodel Project**.
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other necessary services for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within _____ calendar days after the date of the NOTICE TO PROCEED and will complete the same within _____ calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$ _____, or as shown in the BID schedule.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - a. Invitation to Bid
 - b. Project Timeline
 - c. Bid Proposal Form
 - d. Bid Bond Form
 - e. Contractor's Experience Form
 - f. Prevailing Wage Rate Compliance Statement
 - g. First Tier Contractor Disclosure Form
 - h. Performance Bond
 - i. Payment Bond
 - j. Scope of Work
 - k. Prevailing Wage Rates for Public Works Contracts in Oregon
 - l. Addenda:
6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the section Payment on Contract.
7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in _____ number of copies, each of which shall be deemed an original on the date first above written.

OWNER

SISTERS-CAMP SHERMAN R.F.P.D.

By: _____

Name: _____

Title: _____

(SEAL)

ATTEST

By: _____

Name: _____

Title: _____

CONTRACTOR

By: _____

Name: _____

Title: _____

(SEAL)

ATTEST

By: _____

Name: _____

Title: _____