



Umatilla Morrow Radio & Data District
Road Improvement: Pikes Peak Radio Site

Request for Bids (RFB) #2021

Issue Date: 10/23/2021

Closing Time and Date: See Section 1.6

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UMATILLA MORROW RADIO & DATA DISTRICT
NOTICE OF REQUEST FOR BIDS (RFB)

NOTICE IS HEREBY GIVEN that the Umatilla Morrow Radio & Data District seeks sealed bids for road improvements for the Pikes Peak site. **Bids will be accepted ONLY at 4700 NW Pioneer Place, Pendleton, OR 97801 and only until 3:30 PM on November 19th, 2021.**

The project is a public improvement as defined in Oregon Revised Statutes (“ORS”) 279A.010(1)(cc) and is subject to all applicable Oregon public contracting requirements.

Based on cost projections, the project is not a public work subject to the payment of prevailing wages under ORS 279C.800, *et seq.*

Pursuant to ORS 279C.395, the District may reject any bid not in compliance with all prescribed public bidding procedures and requirements, and may, for good cause, reject all bids upon a finding that it is in the public interest to do so.

The District is not responsible for misdelivered Bids, and the Bidder is strictly liable for its chosen method of delivery. It is the Bidder’s sole responsibility to make sure that Bids arrive at the proper location. Any Bid which does not actually arrive at the address identified on the title page to this document and by the RFB due date and time, as expressed in Section 1.6, will be rejected as non-responsive, even if properly addressed or delivered to another location of the District.

Bid documents are available at the District website, www.umrdd.org.

NOTE: All Bidders must participate in a **mandatory site visit** at the Pikes Peak Site on November 1st. Bids from Bidders who do not participate in the site visit will be rejected.

1. Introduction.

1.1 **UMRDD Overview.** The Umatilla Morrow Radio & Data District (“the District” or “UMRDD”) is located in northeastern Oregon and comprises the counties of Umatilla and Morrow, excluding land located within the City of Milton-Freewater limits. UMRDD provides public safety communications support to 42 local, state, tribal, and federal agencies and departments that operate within the District boundaries as well as local school districts and Union Pacific Railroad law enforcement.

1.2 **Objective.** The District is soliciting Bids for the services and equipment necessary to improve the existing Pikes Peak site access road located in Milton-Freewater, Oregon, southeast of Walla Walla, Washington, at the following location:

- Coordinates: 45°59'33.4" N 118°10'45.8" W
- Address (approximate): 85178 Pikes Peak Rd., Milton-Freewater, Oregon

The site is located on privately held land which is leased to the District.

1.3 **Basis for Award.** Bids will be evaluated based on the criteria described in this RFB and an award will be made to the lowest responsive, responsible Bidder.

1.4 General Qualifications.

1.4.1 **Required Experience.** Bidder shall demonstrate at least three (3) years of current experience in road maintenance and/or road improvements for government or commercial entities within the states of Oregon or Washington.

1.4.2 **Licensure/Certifications.** Bidder shall possess at the time of Bid submittal, and maintain throughout the work period, a valid State of Oregon construction contractor’s license. Bidders shall provide the District with a copy of the license and/or CCB number upon request.

1.5 General Instructions.

1.5.1 **Inquiries, Clarifications, Interpretations.** All inquiries regarding this RFB, including requests for clarification or interpretation, must be submitted in writing to the Single Point of Contact (SPC) identified on the cover page of this RFB. Information provided by anyone other than the SPC may be invalid; Bidders who obtain such information may be disqualified from further participation in this RFB; and Bids submitted in accordance with such information may be rejected as non-responsive.

1.5.2 **Addenda.** No oral interpretations shall be made to any Bidder as to the meaning of any of the Bid documents. Responses to requests for clarification or interpretation will be made by written addendum to this RFB, sent to all prospective Bidders. Failure of any Bidder to receive any such addendum or interpretation shall not relieve the Bidder from its obligations under its Bid as submitted.

Any amendment to this RFB is valid only if it is in writing and issued by the SPC.

All addenda will be distributed via the District's website at *www.umrdd.org*. It is the Bidder's sole responsibility to monitor this website for possible addenda. Failure of a Bidder to retrieve addenda from this site shall not relieve the Bidder of the requirements contained therein. Additionally, failure of Bidder to return a signed addendum when required may be cause for rejection of the Bid.

1.6 **Schedule.** The proposed schedule for this RFB is provided below. This schedule is approximate and is subject to change. Bidders will be notified by written addendum of any changes in the schedule.

Event	Date	Time
RFB Release to UMRDD.org	10/22/2021	n/a
MANDATORY Site Visit (Pikes Peak)	11/01/2021	Starting at Pikes Peak at 10:00am Pacific Time
Questions / Clarifications Due	11/03/2021	5:00pm Pacific Time
Answers to Question / Clarifications posted to <i>www.umrdd.org</i>	11/05/2021	5:00pm Pacific Time
Bids Due / Bid Opening	11/19/2021	3:30pm Pacific Time
Notice of Intent to Award	11/22/2021	
Contract Award	11/29/2021	

2. Scope of Work.

For purposes of this Scope of Work, the successful Bidder is generally referred to as the "Contractor." When items in this Scope of Work provide specific direction to Bidders prior to award of a contract, the Bidder may continue to be referred to as "Bidder" or "Bidders."

Installation of the radio equipment in the shelter and on the tower, along with other improvements the Pikes Peak site, will be covered under a separate contract and are not part of the scope of work of this RFB.

2.1 **Current Site Conditions.** The current conditions of the site at Pikes Peak are shown in the following image¹:



¹ Source: <https://goo.gl/maps/inNLyhAQXDZVJkeD8>

2.2 **Scope of Road Improvements Site Conditions.** The following image shows the scope of road improvements required:



On this image, the area outlined in blue is existing road that is to be graded and to have gravel applied as described below. The areas in red and green are not existing road but are also to be graded and to have gravel applied as described below. The areas in red are to serve as driveways from the road to the site. The area in green is to serve as a parking apron for the site. (There is currently no fence at the site.)

2.3 **Permitting and Land Use Approvals.** Contractor shall be responsible for obtaining all permits and land-use approvals for all work described in this RFB including submitting applications and ongoing interfacing with permitting/approval entities until such permits/approvals are received. Contractor shall not submit applications for permits or land use approval until prior written approval of the applications and plans is proved by the SPC.

The District will be responsible for payment of any fees associated with obtaining permits and/or land use approval.

2.4 Services and Materials. Contractor shall provide all materials and specialized service to safely grade and cover, with 3/8 minus gravel to a depth of four inches, the existing Pike's Peak radio station site road, parking apron, and site area in accordance with the diagram included in Section 2.1, above.

Contractor shall use 3/8 minus gravel on top of landscaping cloth at the parking apron and site area.

2.5 Road and Driveway Grading and Gravel. Contractor shall grade and gravel to an even depth of four inches approximately 700' x 10' of site access road.

2.6 Site Parking Apron. Contractor shall grade, cover with landscaping cloth and gravel to an even depth of four inches, an area approximately 12' by 30' adjacent to the site's north side, nearest the access road.

2.7 Site Workmanship Requirements. Contractor shall complete all work according to the requirements of this Section.

2.8 Work Hours and Site Access. Bidders are hereby notified that access to the Pikes Peak site may be restricted during winter months (typically November 01 through March 31) and grading may also be difficult during this time period. Bidder shall account for these facts in their project cost and schedule.

2.9 Project Management. Bidder shall assign, identify, and maintain throughout the Project a Project Manager to coordinate the activities of Bidder's staff and subcontractors and to manage and control the Project's performance, budget, schedule, and quality

2.10 Materials Supplied by the District and Third Parties. The District will pay for any fees associated with obtaining permits and/or land use approvals.

Contractor shall provide all other tools, service, personnel, and materials required to complete the work described in this RFB.

3. Bid Requirements.

3.1 General Requirements. Bids should follow the format and reference the sections listed in the Bid Content and Format included in Section 3.7, below. Bids must address all RFB requirements.

Each interested Bidder shall submit one original paper copy of the Bid bearing the signature of the Bidder's authorized representative; three (3) printed paper copies; and one electronic medium (such as thumb drive or CD) containing a full electronic version of the Bid, to the SPC at the address listed on the cover page of this RFB. Bids shall not

contain extensive artwork, unusual printing or other materials not essential to the utility and clarity of the Bid.

If a Bid includes proprietary material the Bidder wishes to redact from public viewing, the Bidder shall submit the redacted version of the Bid in electronic form on a separate thumb drive or CD that is clearly labeled "Redacted." See Section 3.3, below, for additional information.

Both written and electronic versions of the Bid shall be hand-delivered or mailed in a single sealed envelope, package, or box, with the Bidder's name and the RFB number clearly visible on the outside of the package.

Bids will be accepted prior to the "Bid Due" date and time during the District's regular business hours, Monday – Friday from 8:00 am to 5:00 pm Pacific Time, except during District holidays and other times when the District is closed.

It is sole responsibility of the proposer to submit their Bid before the closing hour and date. Late Bids will not be considered and will be returned unopened to the sender.

All Bids must be valid for a period of one hundred-twenty (120) days after opening.

3.2 Opening of Bids. Bids will be publicly opened in the District office, reviewed, and recorded immediately following the submission deadline. Bids received will not be available for inspection until after the evaluation process has been completed and the Notice of Intent to Award is issued. The District will record and make available the identity of all Bidders after Opening.

3.3. Public Records/Confidential or Proprietary Information. All Bids are public records and are subject to public inspection or disclosure after District issues the Notice of the Intent to Award.

If a Bidder believes that any portion of its Bid contains any information that is a trade secret under ORS Chapter 192.501(2) or otherwise is exempt from disclosure under the Oregon Public Records Law (ORS 192.410 through 192.505), Bidder shall complete and submit the Affidavit of Trade Secret (Attachment B) or other affidavit of facts relevant to the claimed exemption with its Bid along with a fully redacted version of its Bid.

Bidder is cautioned that cost information generally is not considered a trade secret under Oregon Public Records Law (ORS 192.410 through 192.505) and identifying the Bid, in whole, as exempt from disclosure is not acceptable under the Oregon Public Records Act, as set forth in Attachment A. Each Bidder is advised to consult with its own legal counsel regarding disclosure issues.

IF BIDDER BELIEVES THAT ANY INFORMATION INCLUDED IN ITS BID IS EXEMPT FROM DISCLOSURE PURSUANT TO OREGON PUBLIC RECORDS LAW AND BIDDER FAILS TO IDENTIFY THE INFORMATION IN THE BID THAT BIDDER CLAIMS IS EXEMPT FROM DISCLOSURE UNDER STATE LAW, BIDDER HAS WAIVED ANY FUTURE CLAIM OF NON-DISCLOSURE OF THAT INFORMATION.

3.4. **Signature of Authorized Representative.** A representative authorized to bind Bidder shall sign the Bid. The District may reject any Bid not signed by an authorized representative of the Bidder.

3.5. **Bid Rejection.** The District may reject a Bid for any of the following reasons:

- Bidder fails to substantially comply with all prescribed RFB procedures and requirements, including but not limited to the requirement that Bidder's authorized representative sign the Bid in ink.
- Bidder fails to meet the responsibility requirements described in ORS 279C.375.
- Bidder makes any contact regarding this RFB with District representatives or officials other than the SPC or those the SPC authorizes, or makes inappropriate contact with the SPC.
- Bidder attempts to inappropriately influence any person responsible for reviewing or evaluating bids or awarding the contract.
- At any time when, in its sole discretion, the District determines that rejecting all bids and canceling the solicitation is in the best interests of the public or the District.

3.6 **Additional Requirements.**

3.6.1 Each Bid must contain a statement as to whether the proposer is a resident Bidder as defined by ORS 279A.120 .

3.6.2 Upon award of the contract, the Bidder will be required to post, at its expense, a performance bond and a payment bond, as required by ORS 279C.380. The bonds shall be filed with the District, through the contact named in this document, no later than 10 days after the contract is awarded and must be for the amount of the contract. The bond shall be executed by a surety company authorized to do business in the State of Oregon. Umatilla Morrow Radio & Data District shall be payee.

- 3.6.3 No Bid shall be received or considered unless the proposer is licensed with the Construction Contractors Board. Neither the Bidder nor any subcontractor of the Bidder may be included on the list established by the Construction Contractors Board of contractors disqualified from holding a public contract for a public improvement.
- 3.7. **Solicitation Protests.**
- 3.7.1. **Protests to RFB.** Any Proposer may submit a written protest of anything contained in this RFB, including but not limited to, the RFB process, Specifications, Scope of Work, and the included Terms. This is Bidder's only opportunity to protest the provisions and terms of the RFB, except that Bidder may protest Addenda which will be made a part of this RFB as set forth in subsection 3.6.2 of this RFB.
- 3.7.2. **Protests to Addenda.** Any Proposer may submit a written protest of anything contained in the respective Addendum. Protests to Addenda, if issued, shall be submitted by the date/time specified in the respective Addendum, or within three (3) days of the issuance of the Addendum if no date is specified, or they will not be considered. Protests of matters not added or modified by the respective Addendum will not be considered.
- 3.7.3. **Protests Shall:**
- Be delivered to the SPC via email or hard copy
 - Reference the RFB number
 - Identify prospective Bidder's name and contact information
 - Be sent by an authorized representative
 - State the reason for the protest, including:
 - The grounds that demonstrate how the procurement process is contrary to law, unnecessarily restrictive, legally flawed, or improperly specifies a brand name; and
 - Evidence or documentation that supports the grounds on which the protest is based
 - State the proposed changes to the RFB provisions or other relief sought
- Protests to the RFB shall be received by the due date and time identified in the Schedule. Protests to Addenda shall be received by the due date identified in the respective Addendum.
- 3.7.4. **Protest Response.** The District will respond in a timely manner to all protests submitted by the due date and time listed in the Schedule. Protests that are not received in time or do not include the required information may not be considered. Once reduced to writing and provided to the protesting Bidder, the District's decision is final.

3.8. Bid Contents and Format.

3.7.1 Cover Letter and Introduction. Bidder shall provide a cover letter, signed by an individual authorized to commit the company's resources to this project. Bidders may also include a brief background of the company and its business.

3.7.2 Response to Terms and Conditions. Bidder shall indicate its agreement to the specified terms and conditions.

3.7.3 Compliance with Statement of Work. Bidder shall provide a statement affirming that the Bid will meet the requirements provided in Section 3 of this RFB. Bidder shall provide a schedule that shows their expected time to complete the activities described in Section 2 of this RFB.

3.7.4 References. Each Bid shall include a list of at least three (3) references who can attest to the Bidder's job performance on road improvement projects completed after January 1, 2018, with at least one of the references relating to work performed within the State of Oregon. Bidders shall provide names, titles, organizations, telephone numbers, email and postal addresses for each reference. Submission of a Bid shall be deemed consent by the Bidder for UMRDD to contact the listed reference(s).

3.7.5 Price Bid. Bidder shall provide one amount for the total project cost. Pricing must be valid for a period of 120 days after opening.

3.7.6 Responses to Additional Requirements. Bidders shall provide responses to the requirements of Section 3.6, Additional Requirements.

4. Key Contract Terms.

The contract, if one is awarded, shall include but shall not be limited to the following key terms and conditions:

4.1 Nondiscrimination. By entering in a contract with the District, the successful Bidder agrees that in securing and supplying the materials and performing the work described in the Bid, the Bidder will not discriminate against any person on the basis of race, color, religion, creed, political ideas, sex, sexual orientation, age, marital status, physical or mental handicap, national origin, or ancestry unless the reasonable demands of employment are such that they cannot be met by a person with a particular physical or mental handicap, with or without reasonable accommodation.

4.2 Payment Terms. The Contractor shall invoice the District upon completion of project milestones as follows:

- Contract Execution: 20% of contracted price.
- Substantial completion of Project: 70% of contracted price.
- Completion of all Project punch-list items and final approval by the District: 10% of total costs

Contractor's invoice shall identify the milestone completed and the date of completion. Contractor shall submit invoices to the SPC. Approved invoices will be paid within thirty (30) days of receipt.

4.3 **Insurance.** The Contractor shall maintain insurance acceptable to the District in full force and effect throughout the term of the contract. The policy or policies shall provide the following limit(s) and coverage(s):

4.3.1 **Commercial General Liability.** Minimum bodily injury and broad form (occurrence form) property damage combined single limits of liability of \$1,000,000 combined single limit per occurrence for bodily injury and property damage, and \$2,000,000 in the aggregate

4.3.2 **Workers Compensation:** Minimum coverage of:

- Statutory: \$250,000 each accident
- Liability: \$100,000 disease per each employee
\$500,000 disease policy limit

4.3.3 **Automobile Insurance.** Minimum coverage of \$1,000,000 per accident

4.3.4 **Additional Insured Clauses.** Each policy for Commercial General Liability required by this contract shall contain the following clause:

"The Umatilla Morrow Radio & Data District is added as an additional insured as respects to operations performed for the Umatilla Morrow Radio & Data District. It is agreed that any insurance maintained by the Umatilla Morrow Radio & Data District will apply in excess of, and not contribute with, insurance provided by this policy."

Bidder shall maintain the minimum insurance required in full compliance with the Oregon Insurance Code throughout the entire term of the contract, including extensions. The policy or policies of insurance maintained by the Bidder shall provide the limits and coverages specified herein.

Bidder shall deposit with the District on or before the effective date of the contract, certificate(s) of insurance necessary to satisfy the District that the insurance provisions of

this solicitation and the contract have been complied with and to keep such insurance in effect and the certificate(s) therefor on deposit with the District during the entire term of the contract. Upon request by the District, Bidder shall furnish a copy of the policy or policies.

Failure of Bidder to provide and keep in force such insurance shall be regarded as material default under the contract, entitling the District to exercise any or all of the remedies provided in the contract for a default of Bidder.

The procuring of such required policy or policies of insurance shall not be construed to limit Bidder's liability or to fulfill the indemnification provisions and requirements of the contract. Notwithstanding said policy or policies of insurance, the Bidder shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with the contract.

4.4 **Qualified Personnel; Subcontracts.** The Contractor shall ensure that all work is performed by qualified and experienced personnel. The Contractor shall not subcontract any of the work without the express written consent of the District.

4.5 **Damages.** Contractor shall be responsible for all damage to any property within the confines of District's property or the property of the Pikes Peak Site as a result of an act or omission of the Contractor, its employees and/or its subcontractors. This includes, but is not limited to, equipment shelters, shelter grounds, shelter fencing, radio towers, radio and microwave equipment, power supplies and outlets, generators, transfer switches, fire suppression systems and alarm monitoring equipment. The District will repair/replace or contract for repair/replacement services to return to original condition and all costs will be borne by the Contractor.

4.6 **General Work Requirements.**

- 4.6.1 Contractor shall not burn debris and slashes on site. Contractor shall not leave on site any debris and slash material removed during construction. Bidder shall dispose of removed material at an approved and suitable location.
- 4.6.2 Contractor shall ensure the areas that are graded and have had gravel applied are free of vegetation upon site completion.
- 4.6.3 Contractor shall provide all necessary materials, equipment, and labor required to repair any damage to the road that occurs as a result of construction activities, snow removal for site access, equipment transport, or materials delivery for the site.

- 4.6.4 Final installation configuration shall be documented via as-built diagrams containing photographs and as-built diagrams.
- 4.6.5 The outdoor areas of any site shall be clear of all scrap material, packing and packaging material, etc., so as to be clean and orderly.
- 4.6.6 Unless prior approval is received from the SPC, Contractor shall pack and remove all tools from all work spaces at the completion of a workday. The District shall not be responsible for the loss or theft of any of Contractor's tools from any work site.
- 4.6.7 Failure to comply with these requirements will result in the District contracting a separate party to have the inside and/or outside cleanup work performed, and the cost of the cleanup will be deducted from the amount paid to the Contractor.
- 4.6.8 Unless otherwise allowed by the SPC via expressed written permission, work at all work sites shall occur only between the hours of 7:30am and 5:00pm, Pacific Time, on weekdays that are not District holidays. Parking will be made available at each work site.
- 4.6.9 Contractor shall follow the UMRDD site security and access procedures as they now exist or may be amended from time to time. Contractor shall provide personal information including, but not limited to, personal mobile phone number and a unique employee identifying number such as last four digits of employee Social Security number for each employee working on the tasks covered by this RFB.
- 4.6.10 Contractor shall not show, give tours, or invite third parties to view or visit the work sites included in this RFB or inspect any other UMRDD sites or equipment without the express written permission of the UMRDD SPC.
- 4.6.11 Contractor shall coordinate all site work in advance with the SPC or his or her express designee. Contractor shall provide at least 24 hours advance notice of work at any site and shall proceed with such work only after receiving approval from the SPC.
- 4.6.12 Contractor and all employees working on site shall comply with all applicable health and safety regulations including, but not limited to, rules and regulations of the District, the federal Occupational Safety and Health Administration (OSHA) and the State of Oregon Department of Labor and Industrial Relations.