

CONTRACT DOCUMENT

REQUEST FOR PROPOSALS

The City of Pendleton Facilities Department is requesting proposals for **Commercial Carpet Tile, Luxury Vinyl Plank** direct-glue method tile at the State Police building located at 618 Airport Road. Proposals will be received either by mail addressed to City of Pendleton, c/o Rocky House, Facilities Manager, 500 SW Dorion Avenue, Pendleton, OR 97801; by dropping off at City Hall, same address as above, or by Fax at 541 966-0271 until **2:00 pm local time, Thursday, November 18, 2021**, plainly marked "**State Police Building-New Flooring**".

It is the contractor's responsibility for accurate measurements of products. A site visit and walk through is available upon request by contacting the Facilities Manager at 541 966-0370.

Proposal documents may be obtained until October 25, 2021, from the Facilities Manager, rocky.house@ci.pendleton.or.us or by calling 541 966-0370. A copy is also available online on the City's website at <https://pendleton.or.us/rfps>.

All bidders must comply with ORS Chapter 279C and pay applicable prevailing wage rates in effect July 1, 2021, with amendment effective October 1, 2021, (see www.oregon.gov/boli), if applicable. When the bid exceeds \$50,000, the Contractor is required to pay prevailing wage rates for all work on-site and must provide certified payroll reports to City prior to payment.

If the contract price exceeds \$100,000, all contractors and subcontractors must have on file a \$30,000 Public Works Bond with the Construction Contractor's Board before starting work on the project, unless the contractor or subcontractor is exempt under ORS 279C.836.

The Contractor and any sub-contractors must have a valid contractor's license with the Oregon Construction Contractors Board and must obtain a City of Pendleton Business License.

The Contractor, its sub-contractors, if any, and all employers working under this Contract are subject employers under the Oregon Workers' Compensation law and shall comply with ORS Chapter 656, which requires them to provide workers' compensation coverage for all their subject workers.

Nonresident Bidders: ORS 279A.120(3) states: "When a public contract is awarded to a nonresident bidder and the contract price exceeds \$10,000, the bidder shall promptly report to the Department of Revenue (DOR) on forms to be provided by the department the total contract price, terms of payment, length of contract and such other information as the department may require before the bidder may receive final payment on the public contract. The contracting agency shall satisfy itself that the requirement of this subsection has been complied with before the contracting agency issues a final payment on a public contract." For information about DOR requirements contact: www.oregon.gov/dor/pages/index.aspx

City reserves the right to accept that proposal which is in the best interest of the City of Pendleton, Oregon, to waive any and/or all informalities upon a finding of the City it is in the public interest to do so and to postpone award of the Contract for a period not to exceed thirty (30) calendar days. The City reserves the right to delete a portion of the proposal without renegotiating the lump sum bid, if funding is not available.

For additional information regarding the project, contact Rocky House, Facilities Manager, at rocky.house@ci.pendleton.or.us or 541 966-0370.

Dated this 30th day of October 2021.


Rocky House, Facilities Manager

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INFORMATION FOR BIDDERS

All work must be completed by the close of business, Friday, January 28 2022.

Bids are to be presented as a lump sum total.

Contractor will be responsible for furnishing labor, materials and equipment necessary to complete the work described in this proposal.

Work in occupied spaces will have to be scheduled. Some secure places will have to be specifically scheduled during times when a supervisor is present for security needs.

1. Lower Level
 - A. Install Luxury Vinyl Plank where vinyl is now (except electrical room)
 - B. Install commercial carpet tile where carpet is now
 - C. Remove old and install new 4 inch rubber cove base

2. Staircase
 - A. Remove and replace all stair treads with back pieces
 - B. Install Luxury Vinyl Plank where vinyl is now three (3) landings
 - C. Remove old and install new 4 inch rubber cove base

3. Upper Level
 - A. Install Luxury Vinyl Plank where vinyl is now (excluding shower rooms)
 - B. Install commercial carpet tile where carpet is now
 - C. Remove old and install new 4 inch rubber cove base

Damage of existing structure:

When the existing structure or facility, which is intended to remain, is damaged by the Contractor during repairs or construction, the Contractor shall promptly repair and replace the damaged portion of the facility at no cost to the City.

Liability and Indemnity:

- a. Indemnification. Contractor shall indemnify and defend City from, and reimburse City for, any cost, claim, loss, or liability suffered directly or from a third-party claim arising out of or related to any negligent activity of Contractor in the execution of this contract. City shall have no liability to Contractor for any injury, loss, or damage caused by Contractor or third parties.
- b. Public Liability and Property Damage Insurance. Before beginning execution of the Contract, Contractor shall maintain public liability insurance against death or injury to person, or damage to property, during the life of this Contract at Contractor's cost; said insurance shall be in such form so as to protect both Contractor and City from all claims expressed or implied as above provided, and in the following amounts:
 - 1) Public Liability Insurance not less than \$1,000,000 for injuries to any one person, including accidental death and not less than \$1,000,000 for any one accident.
 - 2) Property Damage Insurance not less than \$1,000,000 for any one accident.

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GENERAL REQUIREMENTS

The Contractor agrees to indemnify and save harmless the City of Pendleton, herein referred to as City, from any and all defects appearing or developing in the workmanship or materials performed or furnished under this Contract for a period of **five (5) years** from the completion of project. Contractor will supply a letter of completion prior to receiving final payment.

General Requirements:

1. Provide detailed costs in your proposal.
2. Contractor will be responsible to provide for protection for all off-target surfaces and all cleanup associated with project.
3. Contractor must provide warranty information with their proposal.
4. Match existing color scheme in the building.
5. Contractor will be responsible for removal/disposal of all old flooring and rubber cove base.
7. Contractor will be responsible for prep work for new flooring, treads and cove base.
8. Work to include transitions from one flooring to the next.
9. Contractor will be responsible to coordinate with Oregon State Police for movement of furniture.
10. Contractor will be responsible for removal and reinstallation of toilets.

BASIS FOR MEASUREMENT AND PAYMENT:

The basis for measurement and payment for all work performed under this Contract shall be lump sum under City issued Purchase Order. Payment to Contractor shall be made as follows: 1) receipt of invoices for approved materials for designated work; and 2) lump sum remainder when all the work has been completed and all certified payroll reports have been received by the City Facilities Manager. This includes any change order considerations.