



Your Touchstone Energy® Cooperative 

REQUEST FOR PROPOSAL

For

CONSTRUCTION OF THE FOUNDATION FOR A PREFABRICATED STEEL BUILDING

Oregon Trail Electric Cooperative
Baker City, Oregon

Project Name:
OTEC Steel Building Foundation

PROJECT NUMBER: 241035 Phase 1
ISSUE DATE: December 4, 2024
PROPOSAL DUE: January 24, 2025
BID OPENING DATE: January 27, 2025
BID AWARD DATE: January 31, 2025

RFP Change - Revision 2 Dated 12-13-2024

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1. INTRODUCTION

1.1. OVERVIEW

Oregon Trail Electric Cooperative (OTEC), a non-profit consumer owned electric utility, is soliciting proposals from qualified contractors to provide the expertise, materials, equipment, and labor to construct a concrete foundation with concrete slab for a pre-fabricated 12,250 square foot (70' x 175') metal building on OTEC property in the Elkhorn View Industrial Park in Baker City Oregon. This is Phase one of the building project. The completion of this phase will include site preparation, underground utility installation, construction of the foundation and placement of a concrete slab per applicable designs and specifications (see Exhibits).

OTEC will accept proposals via email at tnice@otec.coop until 5 PM **January 24, 2025**.

Bids submitted by email should include "OTEC Steel Building Foundation" in the subject line.

Submission of proposals by regular mail must be RECEIVED by **January 24, 2025**, at 5 PM and may be sent to:

OTEC Steel Building Foundation
Attn: Purchasing Manager
4005 23rd St
Baker City, OR 97814

Bids will be opened on **January 27, 2025**. This will not be a public opening.

Nothing in this RFP shall be construed to create any legal obligation on the part of OTEC or any respondents. OTEC reserves the right, in its sole discretion, to amend, suspend, terminate, or reissue this RFP in whole or in part, at any stage. In no event shall OTEC be liable to respondents for any cost or damages incurred in connection with the RFP process, including but not limited to, any and all costs of preparing a response to this RFP or any other costs incurred in reliance on this RFP. All supporting documentation submitted in response to this RFP will become the property of OTEC. Respondents may also withdraw their interest in the RFP, in writing, at any point in time as more information becomes known.

1.2 PROJECT TIME FRAME

The Project must be complete by **TBD**.

1.3 REGULATIONS & PERMITS

The selected Contractor shall comply with all codes, standards, regulations, and workers' safety rules that are administered by federal agencies, state agencies, and any other local regulations and standards. More specifically, the selected Contractor shall comply with all Federal, state, and local safety laws and regulations applicable to the execution of the Project including but not limited to: "Right to Know"; Occupational Safety and Health Agency (OSHA); and other applicable federal, state and local codes laws and regulations regulating worker safety, transport and disposal. Contractor shall post any applicable workplace notices as required by Law.

Contractor shall coordinate all efforts required to obtain required permits. All permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work shall be secured and paid for by Contractor. Contractor shall comply with and give notices required by laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on performance of the work.

2. CONTRACTOR REQUIREMENTS

2.1. SCOPE OF WORK

The successful bidder will provide the expertise, labor, materials and equipment required to prepare the site, install conduit and piping for underground utilities within and through the foundation perimeter, construct the foundation and place the concrete slab per designs and specifications. This includes but is not limited to the following:

- Contractor shall clear and grub the site, and establish proper leveling and grade.
- Contractor shall provide necessary excavation/haul/fill and compaction to meet building foundation construction specifications and requirements.
- Contractor shall layout and install underground conduit and piping for utilities per plans and specifications.
- Contractor shall form and construct the foundation per design specifications and drawings, the building manufacturer's installation manual and the anchor bolt plan.
- Contractor shall place and finish a concrete slab per design specifications and drawings.
- Contractor shall clean up and remove all waste materials and debris from the work site.

OPEC requests that bidding contractors provide cold weather installation option with bid.

2.2. QUALIFICATIONS

Proposals are solicited only from qualified Contractors known to be experienced and regularly engaged in work of similar character and scope to that covered in this Request for Proposals ("RFP"). Satisfactory evidence that the bidder has the necessary capital, equipment, experience, and personnel to do the work is required. A detailed description of the Contractor's qualifications shall be included with the proposal, as described in Section 3: Proposal Requirements.

At a minimum, respondents must have the following qualifications:

- **Prior Experience.** Respondents shall provide evidence of 5 years of experience and detailed qualifications in performing commercial construction and installation of concrete foundations in compliance with manufacturer instructions, local building codes and the International Building Code (IBC).
- **Capacity.** Respondents shall provide evidence that they have the necessary capital, equipment, experience, and personnel to complete the Project within the indicated time frame.

- **Project-specific Qualifications.** Respondents shall provide a statement confirming the company's capacity to complete the Project as described in this RFP.

2.3. INSURANCE

The Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from, or in connection with the performance of the Work by the Contractor, his agents, representatives, employees, or subcontractors.

Contractor shall maintain limits no less than:

- **Commercial General Liability:** \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
- **Workers' Compensation and Employers' Liability:** Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$1,000,000 per accident.

2.4. CERTIFICATIONS OF INSURANCE

Included in bid package, Respondents shall provide to OTEC complete certificates of insurance to meet the above requirements. Policies shall be endorsed to provide OTEC at least 30 days written notice of reduction, cancellation or intent not to renew coverages as called for above. If insurance is canceled, reduced, non-renewed or otherwise is not in effect to the minimum required coverage, the Selected Contractor must cease work on this bid.

The Contractor shall furnish OTEC with certificates of insurance naming Oregon Trail Electric Cooperative, as additional insured, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements shall be submitted to, approved by OTEC before any of the Work commences. OTEC reserves the right to request full certified copies of the insurance policies and endorsements.

2.5. DAMAGE TO PERSONS OR PROPERTY

The Selected Contractor also accepts sole responsibility for any damage to any person or damage to public or private property resulting from their performance of the work, whether based on negligence or any other legal or equitable claim.

The Selected Contractor will protect, defend, and hold harmless Oregon Trail Electric Cooperative from any and all damage, claim, liability, or expenses whatsoever, or any amounts paid in compromise there of arising out of or connected with the performance of this contract, including those related to the Selected Contractor's (or its subcontractors') negligence.

2.6. QUALITY OF SERVICE

The Selected Contractor will operate in a professional manner and keep all noise and other nuisances to a minimum at all times while under contract with OTEC. The Selected Contractor shall file all documents outlined in this RFP in a timely and well-organized manner.

2.7. OPERATION OF VEHICLES

The Selected Contractor shall operate all company vehicles only in the designated project area. Company vehicles are not to be left unattended overnight for any reason except for emergencies or in the actual performance of the job.

2.8. SUPPORT FACILITIES

Selected Contractor shall have an available office with sufficient staff and communications facilities to assure ready accessibility and prompt response to the needs of OTEC.

2.9. CONTRACTOR'S PAYMENT OF TAXES, PERMITS, ETC.

The Selected Contractor shall be solely responsible for:

- Payment of wages to its work force in compliance with all Federal and State laws, including the Federal and State Wage and Hour laws.
- Payment of any and all FICA, unemployment contributions and other payroll-related taxes or contributions required to be paid by the Selected Contractor under State and Federal law.
- Payment of all applicable Federal, State, or Municipal taxes, charges or permit fees, whether now in force or subsequently enacted.
- Payment of any and all suppliers, merchants, or vendors from whom the Selected Contractor obtains items and materials related to the contract.

The Selected Contractor shall indemnify and hold OTEC harmless from all claims arising from the foregoing payment obligations of the Selected Contractor.

2.10. ASSIGNMENTS OF SUBCONTRACTING

The Selected Contractor shall not assign, subcontract or otherwise transfer its duties and/or obligations under this proposal, without prior written consent of OTEC. If the bidder anticipates that it will need to subcontract its duties in order to fulfill the Contract requirements, that information must be disclosed in the Bidder's response.

2.11. FAIR EMPLOYMENT PRACTICES

The Selected Contractor agrees to not discriminate against any employee or applicant for employment, to be hired in the performance of the contract with respect to hire, tenure, term, conditions or privileges of employment, or any other matter directly or indirectly related to employment, because of sex, race, color, religion, nation origin, ancestry, handicap or any other basis prohibited by State or Federal law or regulations.

2.12. TIME IS OF THE ESSENCE

Time is of the essence in this matter. The Selected Contractor must schedule its work and that of its subcontractors to meet the needs and requirements of OTEC. The Selected Contractor must perform the work expeditiously in cooperation with OTEC. The Selected Contractor's sole remedy for any delay caused by the or its agents, employees, contractors, or subcontractors will be an extension in the contract time; damages will be unavailable to Selected Contractor on such grounds.

2.13. CONTRACT EXECUTION

The Contractor to whom the Contract is awarded shall, within ten (10) calendar days after the notice of award, enter into a written contract with OTEC. Failure to execute a contract will be considered abandonment of the award and OTEC shall have no further obligation to that bidder.

2.14. BREACH OF CONTRACT AND OTEC'S RIGHT TO TERMINATE CONTRACT

In the event that any of the provisions of this bid and/or resulting contract are breached by the Selected Contractor, OTEC shall give written notice to the Selected Contractor of the breach or pattern of behavior that constitutes the breach and allow the Selected Contractor to resolve the breach or pattern of behavior that constitutes the breach within ten (10) calendar days of Selected Contractor's receipt of notice. If the breach or pattern of behavior is not resolved, then Oregon Trail Electric Cooperative shall have the right to cancel any contract by sending written notice to the Selected Contractor of the cancellation. If the Selected Contractor should be judged bankrupt, if it should make a general assignment for the benefit of its creditors, if a receiver should be appointed on account of its insolvency, if it should persistently or repeatedly refuse to supply enough labor, materials and/or equipment to meet the scope of work of the contract, if it should persistently disregard laws of the State of Oregon and/or ordinances of the Authority Having Jurisdiction, or if it fails to comply and fulfill its obligations under any provision of the contract resulting from its bid, OTEC may, without prejudice to any other right or remedy, terminate the contract immediately.

2.15. OTEC'S RIGHT TO MODIFY CONTRACT

OTEC reserves the right to negotiate with the Selected Contractor for a change in terms of the contract during the term of the contract and to make adjustments relative to the implementation of a change that reduces or modifies the need for the engineering services. If OTEC and the Selected Contractor are unable to agree on a revised contract, OTEC may seek new proposals and, upon a minimum of ten (10) calendar days written notice from OTEC, may terminate the unexpired portion of the contract. OTEC shall not be liable for any cost under this section beyond the contract price for the period where service is actually provided.

2.16. PAYMENT

OTEC shall pay for acceptable work within thirty (30) days of receipt of invoice, except that prior to approval of and final payment for the completion of the project, the Selected Contractor must thoroughly clear the project site and any other place affected by the work of all debris to OTEC's satisfaction, in OTEC's sole discretion.

3. PROPOSAL REQUIREMENTS

3.1. PROPOSAL REQUIREMENTS

A complete RFP submittal will include the following items:

1. **Cover Letter.** All Respondents shall submit a Cover Letter signed by a duly authorized officer or representative of the firm, not to exceed two pages in length. The Cover Letter must also include the following information:
 - The principal place of business and the contact person, title, telephone number, and email address.
 - A summary of the qualifications and experience of the Respondent and team.
 - Description of organization (i.e., Entity type: Corporation, Limited Liability Company, or Joint Venture).
 - The names and business addresses of all Principals of the Respondent.
 - A statement describing whether the firm is in compliance with applicable registration, license and permit requirements to do business in the State of Oregon.

2. **Threshold Requirements.** These documents must be submitted and acceptable before OTEC will review the Main Proposal:
 - Evidence of Insurance: Provide evidence of the insurance coverages described in Section 2.3. Insurance.
 - License: Provide State license and certifications.
 - Conflict of Interest Statement & Supporting Documentation: Disclose any professional or personal financial interests that may be a conflict of interest in representing OTEC.

3. **Main Proposal.** Please provide the following information (this information is the main substance for the selection criteria stated under the Section 4: Evaluation and Scoring):
 - Price: Provide lump sum fixed price for project completion. Provide hourly rate for design changes and any additional work on a time and material basis when agreed to by both parties.
 - Qualifications: Provide evidence of the qualifications described in Section 2.2.
 - Technical Approach: Briefly describe your company's approach for completing the project in accordance with the specifications provided in Appendix B. Include a description of your system of quality control. Describe any expectations and requirements of OTEC.
 - Project Schedule: Provide a schedule for completing the Project within the project time frame provided in Section 1.2.
 - Three (3) References: Provide a list of at least three (3) professional references. Please include the contact person's name, company or firm, and telephone number and email address for the contact. Provide references for services performed within the last twelve (36) months. Professional references can be forgone if the contractor has performed installations services for OTEC in the prior twelve (12) months.

3.2. CONTRACTOR RESPONSIBILITY

By submitting a bid to do the work, the Contractor represents that it is fully informed concerning the scope of the project, the requirements of the Contract, the physical conditions likely to be encountered in the work, and the character, quality, and quantity of services required by OTEC.

The Selected Contractor shall furnish all labor, materials, and equipment needed to perform the required services. The Selected Contractor will not be entitled to additional compensation if it later determines that conditions require methods or equipment other than those anticipated in making its bid. This will be subject to OTEC's discretion. In addition, the Selected Contractor shall provide all vehicles and other equipment and material necessary for the work. Respondents having questions regarding this RFP should request clarification before submitting a bid. Negligence or inattention of the Bidder in filing a bid, or in any phase of the performance of the work, shall be grounds for refusal of OTEC to agree to additional compensation. Respondents having questions regarding this RFP contact OTEC for clarification.

3.3. INCURRING COSTS

OTEC is not liable for any costs incurred by contractors prior to the issuance of a contract.

3.4. RESPONSE DATE

To be considered, bids must be received at OTEC on or before the time specified in this Invitation to Bid. The contractor's name must be included in the email subject line. All information submitted in the bid, including but not limited to bid prices, equipment, etc., must remain valid and available for acceptance by OTEC for at least ninety (90) days past the submission deadline.

3.5. OPENING OF PROPOSALS

All proposals received will be opened and read at the time and place specified in the RFP.

3.6. REJECTION OF PROPOSALS

OTEC reserves the right to reject any or all proposals, in part or in their entirety, or to waive any informality or defect in any bid, or to accept any proposal which, in its opinion is deemed most advantageous to OTEC.

3.7. RESPONSE TO RESPONDENT QUESTIONS

Explanations desired by a prospective bidder shall be requested of OTEC by email, and if explanations are necessary, a reply shall be made in the form of an addendum, a copy of which will be forwarded to each bidder. Every request for such explanation shall be submitted by email to tнице@otec.coop by Dec 18, 2024. No inquiry or request received after this deadline will be given consideration.

3.8. MATERIAL SUBMITTED

All materials submitted as part of a bid will become the property of OTEC.

4. PROPOSAL EVALUATION

In evaluating responses to this Request for Proposal, OTEC will take into consideration the experience, capacity, and pricing that are being proposed by the Respondent.

EXHIBIT A

Project Location

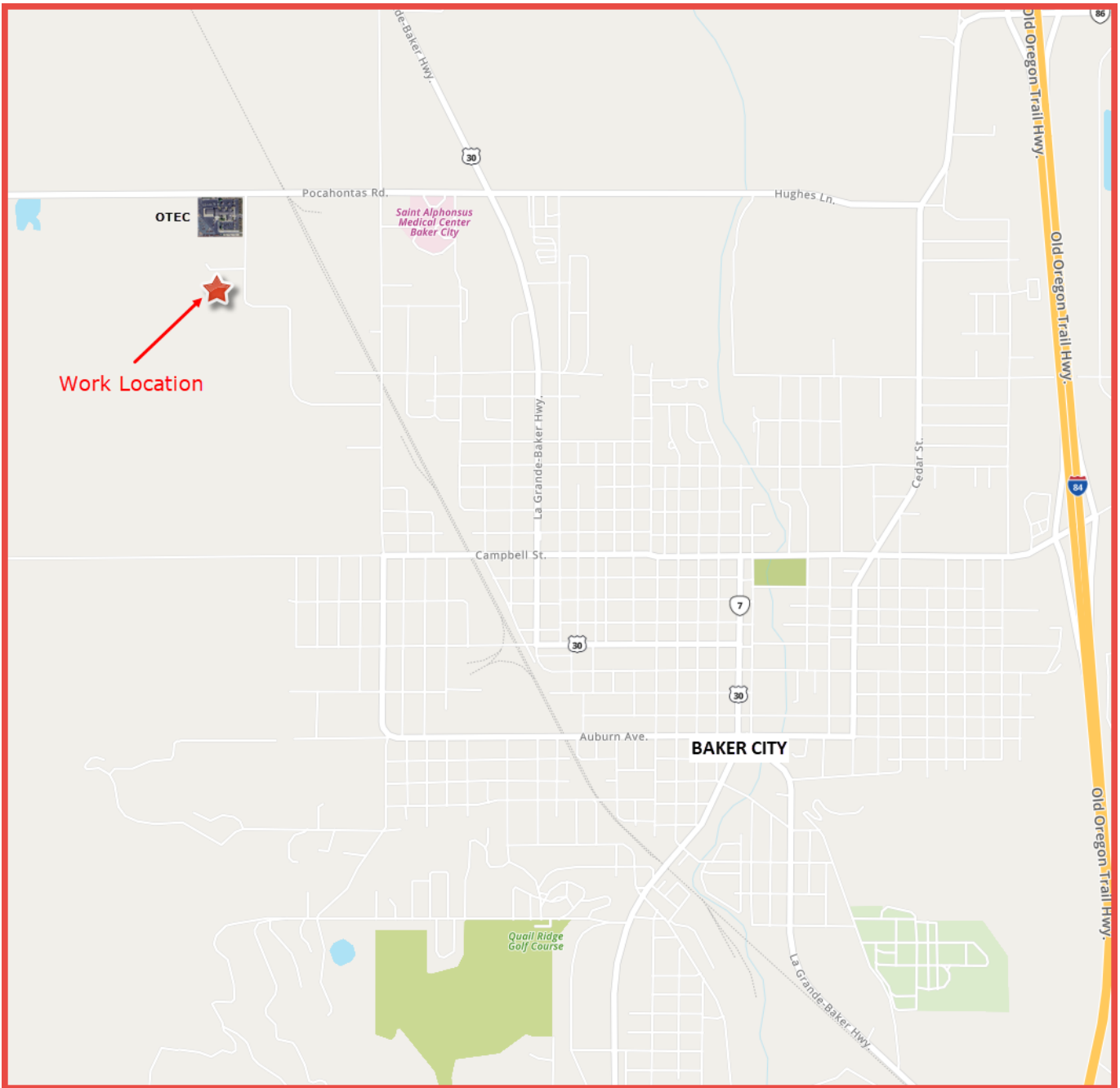


EXHIBIT B

DRAWINGS AND SPECIFICATIONS

Drawing and Specification package is available from OTEC's website at:

[OTEC.coop/RFP/241035 Phase 1 Specifications.pdf](http://OTEC.coop/RFP/241035%20Phase%201%20Specifications.pdf)

or from Todd Nice at tnice@otec.coop.

Specification Package Includes:

Site Overview, Drawing A1.2

Foundation Plan, Sheets F1 and F2

Interior Foundation Plan, Drawing D1.1

Interior Foundation Detail, Drawing D1.2

Training Area Detail, Drawing D1.3

Anchor Bolt Plan, Sheets 4 and 5