

CITY OF COOS BAY

Request for Proposal For City of Coos Bay Gateway Improvements

The City of Coos Bay wishes to obtain bids in regards to Gateway Improvements to Coos Bay involving two entry points to Coos Bay. All bids must provide for the following scope of work: Site preparation, and provide services to reconstruct both, North and South entry points per design plans.

SUBMISSION OF QUOTE

To receive consideration, proposal must be submitted in accordance to the following instructions:

1. All quotes shall be in a sealed envelope and delivered to the

City of Coos Bay <u>City Manager's Office</u> 500 Central Avenue Coos Bay OR 97420

- 2. The envelope must be clearly marked "City of Coos Bay Gateway Improvements
- 3. Submit three (3) copies of the proposal by 2:00 p.m. Wednesday, August 30, 2017

If you have any questions, please contact Randy Dixon at 541-269-8918 or email rdixon@coosbay.org

The City of Coos Bay reserves the right to reject any and all proposals, and has the right, at its sole discretion, to accept the proposal it considers most favorable to the City's interest and the right to waive minor irregularities in procedures.

Randy Dixon
Public Works Operations Administrator

Phone: 541-269-8918

Email: rdixon@coosbay.org

GENERAL INSTRUCTIONS

The City of Coos Bay invites qualified contractors to submit proposals for the **Coos Bay Gateway Improvements.**

PROPOSAL REQUIREMENTS

The successful proposer must be bonded or bondable and insured, must execute a contract with the City for goods and services rendered.

<u>Cover Letter</u>: All proposals must include a cover letter to the attention of the City Manager's Office signed by the person legally authorized to bind the applicant to its proposal. The cover letter must include the name of the firm, the names of partners/principals.

QUALIFICATION EVALUATION CRITERIA

<u>Cost Proposal</u>: The cost component of each submittal will be evaluated with respect to the probable cost to the City of doing business with each submitter; cost proposals will be evaluated for realism and reasonableness of the overall cost and individual cost element estimates.

PROJECT SCOPE: Demo existing landscaping at both north and south entry points. Construct new gateway improvements per design plans.

COMPLIANCE WITH RULES

Proposers responding to this RFP must follow its procedures and requirements; except as otherwise provided in the RFP, the applicable provisions or Oregon Administrative Rules shall apply where the City of Coos Bay Contract Rules do not address. Failure to comply with or complete any part of this RFP may result in rejection of your proposal.

SCHEDULE OF RQUEST FOR QUOTES

Proposal due August 30, 2017 (By 2pm)
Bid opening at 2 p.m. at City Hall August 30, 2017
Letter to Award August 31, 2017
Contract finalized September 8, 2017
Letter to Proceed September 15, 2017
Work to Start September 15, 2017
Work Completed by November 17, 2017

PROPOSAL WITHDRAWAL

Any proposal may be withdrawn at any time before the "Proposal Due" date and time by providing a written request for the withdrawal to the issuing office. A duly authorized representative of the firm shall make the request. Withdrawal of a proposal will not preclude the proposer from filing a new Proposal.

APPEALS

Bidders who wish to appeal there proposal or the award of contract may submit the appeal in writing to the City Manager's Office within five (5) business days of the proposal due date who disagree with the procurement process.

Address: City of Coos Bay

Rodger Craddock, City Manager

500 Central Avenue Coos Bay OR 97420

OWNERSHIP OF DOCUMENTS

Any material submitted by a proposer shall become the property of the City. Materials submitted after a contract is signed will be subject to the ownership provision of the executed contract.

CONFIDENTIALITY OF INFORMATION

All information and data furnished to a vendor by the City and all other documents to which the vendor's employees have access during the preparation and submittal of the Proposal shall be treated as confidential to the City. Any oral or written disclosure to unauthorized individuals is prohibited.

PUBLIC RECORD

All proposals and information submitted by proposers are not open for public inspection until after the notice of intent to award a contract is issued. Except for exempt materials, all proposals and information submitted by proposers will be available for viewing after the evaluation process is complete and the notice of intent to award is sent to all participating parties.

INDEMNITY

Vendor shall hold harmless, indemnify, and save the City, its officers, employees, and agents from any and all liability claims, losses, or damages arising or alleged to arise during the performance of the work described herein by reason or any act or omission of the vendor or any of its agents, employees or representatives. The indemnity applies to both active and passive acts and other conduct.

EMPLOYMENT STATUS

Contractor shall perform the work required by this contract as an independent contractor. Although the City reserves the right to determine and modify the schedule for the work to be performed and to evaluate the quality of the completed performance, the City cannot and will not control the means and manner of the Contractor's performance. The Contractor is responsible for determining the appropriate means and manner of performing the work.

Contractor represents and warrants that the Contractor is not an employee of the City of Coos Bay and meets the specific independent contractor standards of ORS 670.600. Contractor is not an officer, employee, or agent of the City. Contractor shall be responsible for any federal or state taxes applicable to any compensation of payments paid to Contractor under this contract and, the City will not withhold form such compensation or payments any amounts to cover Contractor's federal or state tax obligations. Contractor is not eligible for any Social Security, unemployment insurance, or workers compensation, from compensation paid to Contractor under this contract except as a self-employed individual.

INSURANCE

The Contractor shall maintain during the life of this contract the following minimum public liability and property damage insurance which shall protect the City and Contractor from claims for injuries including accidental death, as well as from claims for property damages which may arise from the performance of work under this contract, and the limit of liability for such insurance shall be as follows:

Level 5 Insurance Requirements: Construction over \$50,000

Commercial General Liability per occurrence *to include a Waiver of	¢1 000 000
Subrogation and an Additional Insured Endorsement	\$1,000,000
Umbrella/Excess Insurance Per occurrence	<mark>\$2,000,000</mark>
Automobile Liability Per occurrence*to include a Additional Insured	
Endorsement	\$1,000,000
Workers' Compensation *to include Add'l Insured & Waiver of	
Subrogation	Statutory Limit
Applicable Federal (e.g., Longshoremen's)	Statutory Limit
Employer's Liability	\$500,000
Builders Risk Insurance and Installation Floater	See Section 9

Coverage provided by the contractor must be underwritten by an insurance company deemed acceptable by the City. The City reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

The Contractor shall provide certificates of coverage, including applicable endorsements and Waiver of Subrogation, for such policies within ten (10) days of execution of the Contract. The City shall be named as an additional insured on the policy by endorsement; provided, however; that each party shall be liable for injuries or claims arising solely out of that party's acts or omissions and no claim as an "additional insured" shall be made against the other party's carrier for injuries or claims solely from or arising out of that party's acts or omissions. There shall be no cancellation, material changes, reduction of limits, or intent not to renew the insurance coverage without 30 days written notice from the Contractor's insurers to the City.

BID SHEET

As a publicly owned/operated structure, please note that <u>Prevailing Wages for both the State</u> <u>of Oregon and Coos County apply.</u> BOLI rates can be found below:

http://egov.oregon.gov/BOLI/WHD/PWR/PWR Jan 2012index.shtml

The City of Coos Bay requests that the work be completed no later than November 17, 2017

	LUMP SUM	
Submitted by		
Print name of company and signer		
Signature		Date