



INVITATION TO BID

FOR

COMMUNICATION SHELTERS

**EMERGENCY COMMUNICATIONS OF SOUTHERN OREGON
REQUEST FOR BID OPENING**

DATE: JUNE 30, 2022 AT 1:00 PM

PLACE: Emergency Communications of Southern Oregon
400 Pech Road
Central Point, OR 97502

PROPOSED SCHEDULE

(Subject to change pursuant to ECSO’s Contracting Rules)

INVITATION TO BID ADVERTISED.....	JUNE 8, 2022
LAST DATE FOR SOLICITATION PROTEST.....	JUNE 20, 2022
BIDS RECEIVED.....	JUNE 30, 2022 AT 12:00 PM
BID OPENING.....	JUNE 30, 2022 AT 1:00 PM
NOTICE OF INTENT TO AWARD.....	JULY 5, 2022
LAST DATE TO PROTEST AWARD	JULY 12, 2022
CONTRACT AWARD	JULY 12, 2022

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SECTION 1

INVITATION TO BID

Pursuant to ORS 279B.055 and Emergency Communications of Southern Oregon (ECSO) Public Contracting Rule (Rule) 137-047-0255, ECSO will receive sealed bids no later than JUNE 30, 2022 AT 12:00 PM, for 7 Communication Shelters (Equipment). Sealed bids shall be submitted to Jody Hathaway, Finance Manager at ECSO, 400 Pech Road, Central Point, OR 97502, and will not be accepted after the bid closing date and time. Bid opening is scheduled for 1:00 PM on JUNE 30, 2022 at the above address.

The full ITB, including contract terms, conditions and specifications are available for review at the above address. To request an ITB packet, or for more information, contact Jody Hathaway, Finance Manager at ECSO, address above, (541) 774-5062, or by email: jody.hathaway@ecso911.com from JUNE 8, 2022 to JUNE 16, 2022.

DATED: JUNE 8, 2022.

SECTION 2

INSTRUCTIONS TO BIDDERS

2.1. GENERAL

Bidders shall study carefully and conform to these "Instructions to Bidders" so that their bids will be regular, complete and acceptable.

2.2. BID FORM

All bids shall be legibly written in ink or typed and comply in all regards with the requirements of this solicitation. The bidder shall make no alterations or additional stipulations on the bid form, nor qualify the bid in any other manner. Alteration of any part of the bid form content will cause the bid to be considered non-responsive.

All bids shall be signed in ink in the blank spaces provided herein (Attachment A). If the bid is made by a firm or partnership, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If the bid is made by a corporation, it shall be signed in the name of such corporation by an official who is authorized to bind the vendor.

2.3 SUBMISSION OF BIDS

Bids must be submitted in sealed envelopes marked "CONFIDENTIAL" bearing on the outside the name and address of the bidder, the name of the project for which the bid is submitted and the time and date of the bid opening. If the bid is forwarded by mail, the sealed envelope containing the bid and marked as directed above, must be enclosed in another envelope addressed to Jody Hathaway, Finance Manager at ECSO, 400 Pech Road, Central Point, OR 97502.

Faxed or electronically delivered bids shall be rejected as non-responsive.

2.4. RECEIPT AND OPENING OF BIDS

Bids shall be submitted prior to the time fixed in the advertisement for bids. Bids received after the time so designated will be considered late bids and will be returned unopened.

No responsibility will be attached to any official of the ECSO for the premature opening of, or the failure to open, a bid not properly addressed and identified.

2.5. WITHDRAWAL OF BIDS

Any bid may be withdrawn prior to opening, pursuant to ECSO Rule 137-047-0440. Vendors' bids shall be valid for at least 30 days after bid opening.

2.6. MODIFICATION

Any vendor may modify its bid by registered communication at any time prior to the scheduled closing time for receipt of bids, provided such communication is received prior to the closing time. The communication should not reveal the bid price, but should provide that the final price or terms will not be known until the sealed bid is opened.

2.7. ACCEPTANCE OR REJECTION OF BIDS

ECSO may rejection any bid based upon evidence of collusion between bidders. If awarded, ECSO will select the lowest responsible bidder whose bid meets or exceeds all required specifications. ECSO reserves the right to accept or reject any or all bids pursuant to ORS 279B.100. Only one bid will be accepted from any one firm or association.

2.8. ADDENDA AND INTERPRETATIONS

Statements by ECSO or its representatives are not binding on ECSO, unless confirmed by written addendum. Addenda will issue and bidders shall receive addenda per ECSO Rule 137-047-0430, and as follows: ECSO will not mail notice of addenda. Addenda will be posted on ECSO's website and may also be obtained by contacting the ECSO. Bidders should check with ECSO periodically until closing.

Requests for interpretations shall be submitted in the same manner as solicitation protests per ECSO Rule 137-047-0730, but must be received at least **TEN (10) DAYS** prior to the date set for the opening of bids. Any and all responsive interpretations will be provided via addenda, as set forth above. Failure of any bidder to receive any such addenda shall not relieve such bidder from any obligation under this ITB. All addenda so issued shall become as much a part of the solicitation documents, as if bound herein.

2.9. NONDISCRIMINATION

Submittal of a bid in response to this ITB evidences bidder's agreement that, in performing the work called for by this ITB and in securing and supplying materials, bidder has not and will not discriminate against: 1) any person on the basis of race, color, religious creed, political ideas, sex, 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; and 2) a subcontractor in the awarding of a subcontract because the subcontractor is a minority, woman, or emerging small business enterprise certified under ORS 200.055, or a business enterprise that is owned or controlled by, or that employs a disable veteran as defined in ORS 408.225.

2.10. FAILURE TO SUBMIT BID

If no bid is to be submitted, do not return the ITB. Failure of the recipient to bid, or to notify the issuing office that future solicitations are desired, will not result in removal of the name of such recipient from the mailing list for the type of supplies or services covered by the solicitation.

2.11. PREPARATION OF BIDS

Bidders are expected to examine the specifications, schedules and all instructions. ECSO is not liable for costs associated of preparation of bids in response to this ITB.

2.12. SOLICITATION PROTESTS

Bidders may protest the procurement process or provisions of this ITB pursuant to ECSO Rule 137-047-0730. Protests shall include all information required by ORS 279B.405, including a statement of desired changes to the procurement process for this ITB. Such protests shall be in writing and addressed to:

Jody Hathaway, Finance Manager at ECSO, 400 Pech Road, Central Point, OR 97502

Such comments shall be submitted to ECSO no later than **TEN (10)** days prior to the opening date. No comments will be accepted after that time.

2.13. EMPLOYEES NOT TO BENEFIT

No employee or elected official of ECSO shall be permitted to receive any share or part of this contract or any benefit that may arise therefrom.

2.14. ECSO FURNISHED PROPERTY

No material, labor or facilities will be furnished by ECSO unless otherwise provided for in the ITB.

2.15. PROTEST OF AWARD

The award by the ECSO Board of Directors of the contract shall constitute a final decision of ECSO to award the contract, if no written protest of the award is filed pursuant to ECSO Rule 137-047-0740 with ECSO within **SEVEN (7)** calendar days from the notice of intent to award. If a timely protest is filed, the award is a final decision of ECSO only upon issuance of a written decision denying the protest and affirming the award. The award and any written decision denying a protest shall be sent to every bidder who provided an address. ECSO will not entertain a protest submitted after the time period established in this Section.

2.16. INTERGOVERNMENTAL COOPERATIVE PURCHASING STATEMENT

ECSO grants to any public agency authorization to establish contracts or price agreements under the terms, conditions and prices of any contract between the awardee and ECSO resulting from this ITB. If awarded the contract, bidders will extend the terms, conditions, and prices of the original contract to a subsequent purchasing agency for a period of 12 months.

2.17. PERFORMANCE BOND

The successful bidder shall provide, within thirty (30) days after receiving the bid award, a performance bond in an amount equal to 100% of the Order amount and shall be dated concurrent to, or subsequent to, the date of the Order.

2.18. RESERVED RIGHTS

ECSO reserves the right:

- A. To reject any bid not in compliance with all prescribed public solicitation procedures and requirements.
- B. To reject for good cause any or all bids upon ECSO's written finding that it is in the public interest to do so.
- C. To reject any and all bids not meeting or differing from the specifications set forth herein.
- D. To waive any or all informalities in the bids submitted.
- E. To consider the competency and responsibility of bidders in making any awards.
- F. In the event that two or more bids are identical in price, fitness, availability and quality, award shall be made in accordance with ECSO Rule 137-046-0300.
- G. In the event any bidder or bidders to whom a contract is awarded shall default in executing said formal contract or in furnishing a satisfactory performance bond within the time and manner herein after specified, to re-award the contract to another bidder or bidders.

- H. To hold the three most responsive bidders and accompanying checks or bonds under consideration until the final award is made, provided that ECSO shall award the contract within 30 days after the bid opening date.
- I. To extend the deadline for submitting bids, in according with ECSO Rule 137-047-0430(3).
- J. To negotiate additions or deletions to Equipment.
- K. To include liquidated damages of \$150 per day for each day the Equipment is not delivered as set forth in the contract, barring circumstances beyond Vendor's control.

2.19 RECYCLABLE PRODUCTS

Bidders shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document, provided said recycled materials meet all applicable standards. Preference for such recycled materials shall be given pursuant to ECSO Rule 137-046-0320.

2.20 PRODUCT LIABILITY

Bidders shall provide a product liability coverage minimum of \$5,000,000.

2.21 CERTIFICATE OF ORIGIN.

Prior to payment, bidders shall deliver to ECSO a manufacturer's Certificate of Origin or title to the Equipment, showing them to be free and clear of any and all encumbrances.

SECTION 3

SCOPE OF WORK

3.1 SCOPE OF WORK

ECSO is seeking a qualified vendor to supply 7 communication shelters to the specifications provided in Attachment B. These specifications represent minimum specifications. Failure to meet minimum specification(s) will result in bid rejection. Any exception or deviations from the minimum specifications must be addressed in the submitted bid. Include with submitted bid additional options/features that might be appropriate for this Equipment for consideration during the evaluation process. Bidders must meet the highest standards prevalent in the industry in bidding, and awardee in providing, the solicited Equipment.

3.2 WARRANTY

The successful bidder shall warrant the Equipment to be free from defects in material and workmanship for a minimum period of three (3) years. Component parts, if found to be defective, shall be repaired or replaced without costs other than transportation charges. The warranty shall be exclusive of trade accessories which are normally warranted by their respective manufacturers. Each bidder shall submit a copy of proposed warranties as part of each bid complying with this provision.

3.3 BRAND NAMES

This ITB profiles a piece of Equipment that fits ECSO's needs and matches others we have. ECSO will accept "equal or better than" materials or equipment, instead of particular identified brand names for all elements of responsible, responsive bids. ECSO will determine acceptability in its sole discretion.

3.4. DELIVERY

Delivery shall be F.O.B., ECSO, 400 Pech Road, Central Point, OR 97502.

3.5. ACCEPTANCE

Acceptance Requirements: Once the Equipment is delivered to ECSO, ECSO shall have 72 hours to operate and inspect the Equipment. If there are problems and/or discrepancies, ECSO shall notify the vendor, in writing, of the problems and/or discrepancies, and the vendor shall address the issues. Once the vendor has corrected the problems/discrepancies noted in writing, ECSO shall have 24 hours to operate and inspect the Equipment to ensure there are no further problems and/or discrepancies.

3.6. TERMS OF PAYMENT

The Equipment shall be paid for upon completion, delivery and acceptance by ECSO. The Equipment shall be quoted F.O.B. Central Point, Oregon.

The bid shall specify the maximum number of calendar days to deliver the completed and accepted Equipment to ECSO. **A liquidated damage fee of \$150 per day** will be deducted from the final payment for late delivery and acceptance. This fee is necessary, as it would be difficult to predict and determine ECSO's exact damages in the event of late delivery. The parties agree that this is a reasonable amount. The completion date shall be calculated from the date of Contract signing by ECSO. ECSO shall complete initial acceptance tests/inspections within three days of delivery.

Any changes to the specifications made at ECSO's request shall be negotiated between ECSO and the awardee as to the cost and delivery date of the Equipment. Said changes and negotiation shall be recorded in the contract executed by the parties.

SECTION 4

BID CONTENTS AND FORMAT

Bidders shall comply with the following submission instructions:

- 4.1. Bids must be submitted in a sealed envelope bearing on the outside the name and address of the bidder, the name of the project for which the bid is submitted and the time and date of the scheduled opening.
- 4.2. If the bid is forwarded by mail, the sealed envelope containing the bid and marked as directed above, must be enclosed in another envelope addressed Jody Hathaway, Finance Manager at ECSO, 400 Pech Road, Central Point, OR 97502.
- 4.3. One set of signed originals shall be provided.
- 4.4. ECSO reserves the right to solicit additional information or bid clarification from any or all bidders, should ECSO deem such information necessary.
- 4.5. All questions regarding the ITB process shall be directed, during regular business hours, to Jody Hathaway at (541) 774-5062 or jody.hathaway@ecso911.com.
- 4.6. If a bidder is unable or unwilling to meet any ECSO ITB requirement, an explicit statement to that effect must be made in the bid as an exception. An alternative must be submitted.
- 4.7. This ITB and all supplemental information in response to this ITB will be a binding part of the final contract entered into by the selected bidder and ECSO.

**SECTION 5
AWARD PROCEDURES**

5.1 ITB EVALUATION PROCESS

Only those bids providing sufficient information for ECSO to evaluate the bid and its conformance with the minimum specifications set forth in this ITB and its attachments will be deemed responsive. Award will be made to the lowest responsible bidder, as determined under this Section 5.

5.2 CRITERIA FOR EVALUATION

ECSO procurement officer will determine the lowest responsible bidder and recommend award to the ECSO Board of Directors. The first item for responsiveness is the proposed delivery date. Bids that meet this criterion will then be evaluated based on compliance with the ITB, its specifications, and the bid amount. If no bid meets the delivery date, ECSO may, in its sole discretion, eliminate delivery date as a criterion and evaluate bids accordingly.

- A. Does bid meet 180-day delivery Yes No

- B. Evaluate and recommend lowest responsible bidder based upon conformance with this Section 5 and ITB requirements and specifications.

5.3 CONTRACT AWARD

Submittal of a bid evidences Bidder's intent to execute and be bound by the terms of the attached contract. Any changes agreed to by ECSO based upon awardees bid will become part of the final contract. ECSO may reject any and all bids or exceptions to ECSO's minimum specifications.

5.4 ANNOUNCED AWARDEE

It is anticipated that a tentative contract awardee will be announced in writing to each bidder within 30 days from the date of opening. The announcement is for procedural purposes only and does not create any contractual rights in the tentative contract award. ECSO will not be bound to the tentative contract awardee until a contract has been executed by ECSO, following the close of the period for submitting protests of this selection.

ATTACHMENT A
BIDDER'S RESPONSE FORM

Submitted by:

Address:

Date:

Phone number:

Fax:

E-Mail:

The undersigned, through the formal submittal of this bid response, declares that he/she has examined all related Invitation to Bid (ITB) documents and read the instruction and conditions, and hereby proposes to furnish for 7 communication shelters for Emergency Communications of Southern Oregon as specified, at the option of ECSO, in accordance with the ITB documents herein, for the price set forth in the bid submittal attached hereto, and forming a part of this bid.

All bids are F.O.B., ECSO, 400 Pech Road, Central Point, OR 97502.

The bidder, by bidder's signature below, hereby represents as follows:

(a) That no Board Member, officer, agent or employee of ECSO is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of ECSO, its Board Members, officers, agents, or employees had induced him to enter into this contract and the papers made a part hereof by its terms;

(b) The bidder and each person signing on behalf of any bidder certifies, in the case of a joint bid, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:

1. The prices in the bid have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other bidder or with any competitor;

2. Unless otherwise required by law, the prices which have been quoted in the bid have not been knowingly disclosed by the bidder prior to the bid deadline, either directly or indirectly, to any other bidder or competitor;

3. No attempt has been made nor will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restraining trade;

(c) The bidder agrees to accept as full payment for the services specified herein, the amount as shown in its bid.

(d) Bidder has not and will not discriminate against a subcontractor in the awarding of a subcontract because a subcontractor is a minority, woman, or emerging small business enterprise certified under ORS 200.055, or against a business enterprise that is owned or controlled by or that employs a disabled veteran as defined in ORS 408.225.

The names of the principal officers of the corporation submitting this bid, or of the partnership, or of all persons interested in this bid as principals are as follows:

Name Title
Name Title
Name Title

Bidder is a resident bidder, as defined in ORS 279A.120. If not a resident bidder, bidder's resident state is _____.

Bidder hereby agrees to comply with all applicable Oregon public contracting code provisions, as more specifically described in the attached contract and associated Exhibit B.

(If Sole Proprietor or Partnership)

In witness hereto, the undersigned has set his (its) hand this day of _____, 2022.

Name of Firm

Signature of Bidder

(If Corporation)

In witness whereof the undersigned corporation has caused this instrument to be executed by its duly authorized officers this day of _____, 2022.

Name of Corporation

By

Title

CONTRACT MANAGER:

Name Title:

Telephone number:

ATTACHMENT B
SPECIFICATIONS

SCOPE OF WORK

The scope of work is to manufacture and deliver communication shelters with exterior dimensions of 12'x16'x10'H.

COMMUNICATION SHELTERS

WORK:

- a. The Work includes manufacture of seven (7) communication shelters 12'x16'x10'H.
- b. The Bidder is responsible to conform to all codes and standards as may be referred to in these specifications. All such referenced codes are, by such reference, incorporated into this Bid as is set forth herein in full.

CODE INFORMATION:

1. IBC-2018 International Build Code
2. NEC-2017 National Electric Code
3. 2019 Oregon Structural Specialty Code
4. 2017 NFPA 58 Code
5. Occupancy Group: U
6. Construction Type: II-B

Communication Facilities: Motorola R56 Dated September 1, 2009 or industry best standards.

- c. The Vendor shall be responsible for delivering the shelter to the designated staging area and shall obtain any and all required permits, flagging, and escort services required.

SHELTER:

- a. Seven (7) - 12'x16'x10'h min outside Dimensions
- b. Shelters shall meet all applicable local and state building codes, Motorola R56 Standards, or industry best standards, rules and regulation and have the Oregon Gold Seal stamp if required.

Note: the design shall recognize this shelter as an "essential facility" as defined in the 2019 Oregon Structural Specialty Code (OSSC) which is based on the 2013 IBC. Vendor shall submit an electronic copy of plans and specifications stamped by an Oregon registered structural engineer. Note: Vendor to provide wet stamped drawings if required by the permitting jurisdiction.

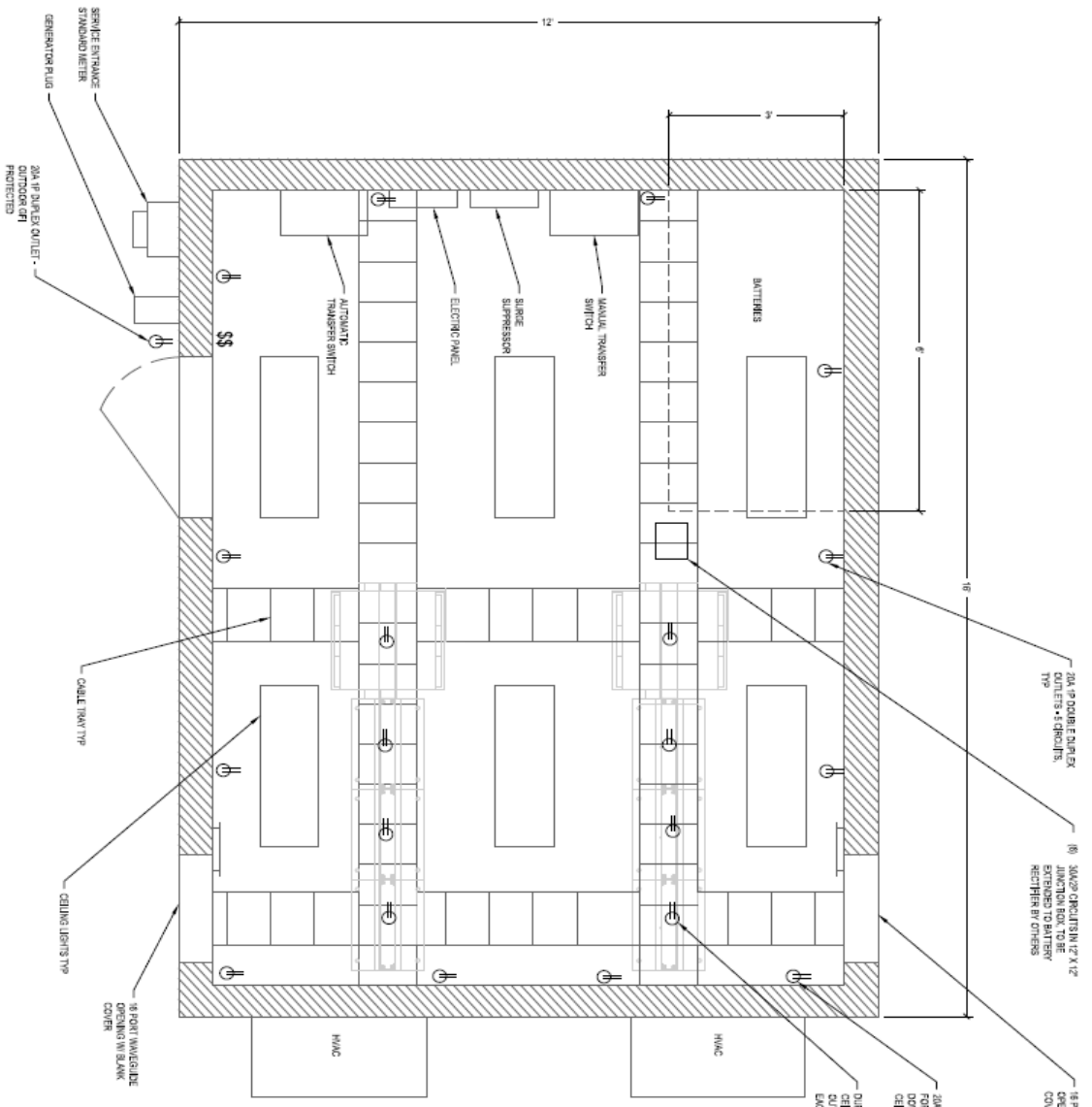
- c. The shelter shall be designed with a 300lb per square foot floor loading capability (4'x4' area to accommodate 7,000lb battery loading), and a 150lb per square foot roof loading capability or as required by the OSSC / IBC for the snow load at the particular site. Roof shall have a ¼" per foot slope and a 6" overhang on all sides. Note: Provide an option for the addition of an A-frame type snow shedding roof to be placed on the structural roof at high snow locations.
- d. The exterior finish shall be exposed aggregate.
- e. Roof material shall be EPDM applied to structure per manufactures instructions with required brown anodized aluminum flashing materials.
- f. The shelters shall provide 2-hour fire rating per OSSC/IBC, shall be weather tight including wind and moisture, (Note: snow may accumulate to and beyond the roof line at some sites) and shall require minimal maintenance.
- g. The shelter shall have the following items:
 - i. Exterior Door: 3'4" x 7' galvanized and painted steel.
 - 1. 3 non-corrosive / non-removable pin / 4.5"x4.5" hinges or a continuous hinge;
 - 2. mortise lockset with deadbolt – Best Lock w/ construction core;
 - 3. 6" Lock Guard;
 - 4. aluminum threshold and door sweep;
 - 5. weather stripping;
 - 6. door drip cap;
 - ii. 3'x 3' Metal canopy over exterior door with a brown powder coat finish.
 - iii. Interior Finish: ¾" ACX Plywood w/ an undercoat and 2 coats of white epoxy paint on walls and ceiling. Paint equal to Sherman Williams Pro Industrial™ Pre-Catalyzed Water Based Epoxy egg shell finish.
 - iv. Insulation: Minimum R-22 walls and R-30 in ceiling.
 - v. Flooring: 1/8" vinyl floor tile and cove molding.
 - vi. Electrical System:
 - 1. 120/240 V/AC single phase 60 Hz;
 - 2. Local utility meter base and 200A main breaker;
 - 3. Branch Circuit Panel; (5) 1P 20A (duplex wall outlets) / (8) 1P 20A (duplex ceiling outlets) (6) 2P 30A (rectifiers feeds) / (2) 2P HVAC / (1) 1P 20A (lighting) / (1) 1P 20A (exhaust fan) / (1) 1P 20A (surge protector) (10) 1P 20A (spare) branch circuit breakers;
 - 4. 200A 3W 4pole exterior generator plug (equal to Hubbell Style II HBL4200-RS2W w/ 15° angle adapter or approved equal)
 - 5. 200A / 600V / Type 1 / 3P Heavy Duty non-fused manual transfer switch (equal to a Square D C82344 or approved equal)
 - 6. 200A automatic Transfer Switch: Marathon/Thomson series TS870 or ASCO 300 series or approved equal.
 - 7. Panel Surge Protector: Transtector "Apex Imax" 1101-808-1 or equal by AC Data Systems, or MCG // Motorola R56 approved;

- vii. Outlets: as shown on drawing below –
 - 1. wall standard double duplex Spec HD grade (20A 120V);
 - 2. ceiling twist lock duplex equal to Hubbell HBL4550 15A 2P 3W Grounding provide two caps HBL4570C with every duplex
 - 3. one exterior GFCI 20A 120V duplex Spec HD outlet at HVAC unit.
- viii. Rectifier circuits: extend (6) 30A 4W circuits to a 12"x12"x12" junction box (as shown) above the rectifiers with the opening to the side. Field installed drops (by others) to rectifiers will come from the bottom.
- ix. Interior Lighting: (6) 4' / 4500 lumen / LED / wrap around / surface mounted lights with switch.
- x. Exterior Lighting: 1- 50W LED wall pack w/ an astronomical timer.
- xi. Interior Grounding: To meet Motorola R56 standards dated September 1, 2009 or industry best standards. In general, this includes a #2 green insulated stranded copper halo, a #6 tinned solid copper drops to door/frame, electrical panels (4), HVAC Grills (4), Cable ladder. Further a (1) 8 ft. pigtail, green insulated stranded peripheral equipment ground drop, master ground bar 1/4" x 4" x 20" interior.
- xii. Alarms (Contact Closure Devices / Normally open / For Remote Monitoring): exterior proximity (mounted over door) / open door / high-low temperature / power failure / smoke / alarm terminal block.
- xiii. CCTV: Provide a 1" schedule 80 PVC conduits 1' below ceiling / 1' in from the end wall on all four corners of the building terminated in a 4"x4"x2" junction box on each side of the wall w/a screw cover.
- xiv. Cooling/Heating: Two (2) 35,200 BTU wall mount air conditioner with economizer and 5KW heat strips – equal to Bard WA3* and controls equal to Bard MC4001; standard installation in-factory on end walls
- xv. Exhaust Fan: 1,000 CFM (in accordance with section 608 of the current Oregon fire code) with 1,000 CFM relief louvers with manual dampers mounted 8" below the ceiling.
- xvi. Cable Entries: (1) 16 port waveguide feed thru plate (2) 16 port waveguide openings with blank cover plate
- xvii. Cable ladder: Approx. 40 lineal ft. - 18" wide cable runway – equal to CPI (Chatsworth Products) UL Classified Cable Runway / utilizing CPI UL listed splices / black in color. Or approved equal.
- xviii. Also, provide (1) 4' 4500 LED / wrap around / surface mounted lights with switch. / (1) 120V duplex outlet.

**SITE
LOCATIONS**

Site Name	Nearest City	Latitude Degrees	Longitude Degrees	Latitude Decimal	Longitude Decimal	County
Ashland Acres	Ashland	N42 13'40.84"	W 122 42'50.15"	42.228011	-122.713931	Jackson
Flounce Rock	Prospect	N42 43'42.88"	W 122 36'29.36"	42.728578	-122.608156	Jackson
Shady Cove	Shady Cove	N 42 38'.12.13"	W 122 49' 53.66"			Jackson
Smith Winningham	Applegate	N 42 7'18.45"	W 123 4'21.55"	42.121792	-123.072653	Jackson
Table Mtn		N 42 11'53.8094"	W 122 29'36.7935"	42.19828	-122.493554	Jackson
Tallowbox		N 42 11'46.9073	W 123 09'5.5434"	42.196363	-123.15154	Jackson

ENLARGED SITE PLAN



Navigation and zoom controls including a hand icon, zoom in (+) and zoom out (-) buttons, a 71.7% zoom level indicator, and a toolbar with various application icons.

NTS 1



PROJECT INFORMATION:
ECOSO 9-1-1
SHELTER EXHIBIT

DATE	RELEASE

DRAWING REQUIREMENTS:
 THIS DRAWING IS COPYRIGHTED AND IS THE SOLE PROPERTY OF THE OWNER. THE PROJECT OWNER'S RESPONSIBILITY IS TO OBTAIN ALL NECESSARY PERMITS AND APPROVALS FOR THE RENOVATION OR USE OF THE DRAWING AND/OR THE INSTALLATION OF THE SYSTEM. IT IS FORWARDED WITHOUT THE WRITTEN PERMISSION OF THE OWNER.

SHEET TITLE:
SHELTER EXHIBIT
 SHEET NUMBER:
EX-1

ATTACHMENT C

EMERGENCY COMMUNICATIONS OF SOUTHERN OREGON

PURCHASE CONTRACT

Based upon the bid submitted, Emergency Communications of Southern Oregon (ECSO) and _____ (Vendor) hereby enter into a contract for the purchase of equipment in accordance with the specifications and bid provided (Equipment). The date proposed for delivery is the _____ day of _____, 2022. All terms of the following documents are hereby incorporated into this Contract, by reference, and Vendor agrees to comply with each:

- Exhibit A – Invitation to Bid
- Exhibit B – Oregon Chapter 279B Public Contracting Requirements
- Exhibit C – Performance Bond
- Exhibit D – Vendor’s Bid

Together with this Contract, these documents comprise the “Contract Documents.” In the event of a conflict between this Contract and its exhibits, the terms of this Contract shall prevail, followed by Exhibit A through D, in that order.

1. **Payments.** The Vendor shall be paid by ECSO, upon the submission and acceptance of the Equipment, at the prices and in the manner stipulated in the Contract Documents.
2. **Public Contracting Requirements.** Vendor shall comply with all federal, state and local laws and ordinances applicable to the work under this Contract, including, without limitation, applicable provisions of the Oregon Public Contracting Code including ORS 279B.020, 279B.220, 279B.230, and 279B.235, as more particularly set forth in the ORS Chapter 279B requirements, attached as part of the Contract Documents.
3. **Indemnification.** To the extent permitted by law, Vendor shall protect, defend, indemnify and hold ECSO harmless from and against all claims, demands, damages, costs, actions and causes of actions, liabilities, fines, penalties, judgments, expenses and attorney fees, resulting from the injury or death of any person or the damage to or destruction of property, or the infringement of any patent, copyright, trademark or trade secret, arising out of the work performed or goods provided under this Contract or Vendor’s violation of any law, ordinance or regulation, contract provision or term, or condition of regulatory authorization or permit, except for damages resulting from the sole negligence of ECSO.
4. **Product Liability.** Vendor shall provide a product liability coverage minimum of \$4,000,000.
5. **No Waiver of Legal Rights.** ECSO shall not be precluded or estopped by any measurement, completion and acceptance of the work and payment therefore from

showing that any such measurement, estimate or certificate is untrue or incorrectly made, or that the work or materials do not conform in fact to the Contract. ECSO shall not be precluded or estopped, notwithstanding any measurement, estimate, or certificate, and payment in accordance therewith, from recovering from Vendor and Vendor's surety such damages as it may sustain by reason of Vendor's failure to comply with the terms of the Contract. Neither the acceptance by ECSO, nor any representative of ECSO, nor any payment for acceptance of the whole or any party of the work, on any extension of time, nor any possession taken by ECSO, shall operate as a waiver of any portion of the Contract or of any power herein reserved, or any right to damages herein provided. A waiver of any breach of the Contract shall not be held as a waiver of any other subsequent breach of the Contract.

6. **Performance Bond.** Vendor's performance bond provided with this Contract shall be in an amount equal to 100% of this Contract amount.
7. **Termination for Default.** If Vendor fails to perform in the manner called for in this Contract or if Vendor fails to comply with any other provisions of the Contract, ECSO may terminate this Contract for default. Prior to such termination, ECSO shall give Vendor written notice of the breach and its intent to terminate. If Vendor has not entirely cured the breach within fifteen (15) days of the date of the notice, ECSO shall affect termination by notice of termination to Vendor. Vendor shall be paid the Contract price only for equipment installed and services performed in accordance with the manner of performance as set forth in this Contract.
8. **Remedies.** In the event of breach of this Contract, the parties shall have the following remedies:
 - 8.1 If terminated under Section 7 by ECSO due to a breach by Vendor, ECSO may complete the work either itself, by agreement with another vendor, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then Vendor shall pay to ECSO the amount of the reasonable excess.
 - 8.2 In addition to the above remedies for a breach by Vendor, ECSO also shall be entitled to any other equitable and legal remedies that are available.
 - 8.3 If ECSO breaches this Contract, Vendor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Vendor is entitled.
 - 8.4 ECSO shall not be liable for any indirect, incidental, consequential, or special damages under the Contract or any damages arising solely from terminating the Contract in accordance with its terms.
 - 8.5 Upon receiving a notice of termination, and except as otherwise directed in writing by ECSO, Vendor shall immediately cease all activities related to the services and work under this Contract.
9. **Workmanship.** Vendor agrees that the work to be performed pursuant to this Contract shall be done in a good and workmanlike manner and the Equipment will meet the highest standards prevalent in the industry or business most closely involved in providing the Equipment.

- 10. **Change Orders.** Vendor and ECSO reserve the right to order changes to the Equipment and services to be provided herein. Vendor and ECSO shall determine a fair and equitable cost and, if required, additional time for such changes. All such changes shall be ordered and agreed to in writing by both parties.
- 11. **Shipping.** Shipping and handling charges will not be paid by ECSO unless specified as separate bid amount line.
- 12. **Notice.** Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

<p>ECSO:</p> <p>Emergency Communications of Southern Oregon</p> <p>_____</p> <p>400 Pech Road</p> <p>_____</p> <p>Central Point, OR 97502</p> <p>_____</p> <p>Phone: (541) 774-5062</p> <p>_____</p> <p>Fax: (541) 772-1817</p> <p>_____</p>	<p>VENDOR:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Phone: _____</p> <p>Fax: _____</p>
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- 13. **Warranty.** Vendor's warranty is as stated within Exhibit D, Vendor's Bid. Vendor further warrants that all materials, equipment, and/or services provided under this Contract shall be fit for the purpose(s) for which intended, for merchantability, that material and equipment shall be properly packaged, that proper instructions and warnings shall be supplied, and that the Project shall conform to the requirements and specifications herein. Acceptance of any service and inspection incidental thereto by ECSO shall not alter or affect the obligations of Vendor or the rights of ECSO.

- 14. **Insurance.** Vendor shall maintain the following limits of insurance with a carrier(s) rated A- or better by A.M. Best:

<u>Commercial General Liability Insurance:</u>	
Products/Completed Operations Aggregate:	\$4,000,000 minimum
Each Occurrence:	\$2,000,000 minimum
<u>Umbrella/Excess Liability Insurance:</u>	
Aggregate:	\$4,000,000 minimum
Each Occurrence:	\$2,000,000 minimum

Vendor shall: (a) provide the ECSO with a copy of a current Certificate of Insurance with the coverages listed above; (b) include ECSO as an additional insured for Commercial General Liability (subject to the terms and conditions of the applicable Vendor insurance policy); and (c) ensure that all policies provide a 30-day notice of cancellation to the named insured.

- 15. Force Majeure.** This Section applies in the event that either party is unable to perform the obligations of this Contract because of a Force Majeure event as defined herein, to the extent that the Contract obligation must be suspended. A Force Majeure event is an event that prohibits performance and is beyond the control of the party. Such events may include natural or man-made disasters, or an action or decree of a superior governmental body which prevents performance. Should either party suffer from a Force Majeure event and be unable to perform, such party shall give notice to the remaining party as soon as practical and shall do everything possible to resume performance. Upon receipt of such notice, the parties shall be excused from such performance as it is affected by the Force Majeure event for the period of such event. If such event effects the delivery date or warranty provisions of this Contract, such date or warranty period shall automatically be extended for a period equal to the duration of such event.
- 16. Independent Contractors.** It is the intention and understanding of the parties that Vendor is an independent contractor and that ECSO shall be neither liable for nor obligated to pay sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax that may arise as an incident of employment. Vendor shall pay all income and other taxes as due. Industrial or other insurance that is purchased for the benefit of Vendor shall not be deemed to convert this contract to an employment contract. It is recognized that Vendor may or will be performing work during the term for other parties and that ECSO is not the exclusive user of the services that Vendor provides.
- 17. Intergovernmental Cooperative Purchasing Statement.** ECSO and Vendor grant to any Oregon public governmental agencies authorization to establish contracts or price agreements under the terms, conditions and prices of any contract between the awardee and ECSO, pursuant to the terms of the underlying ITB.
- 18. Arbitration.** If any disputes, disagreements, or controversies arise between the parties pertaining to the interpretation, validity, or enforcement of this Contract, the parties shall, upon the request of ECSO, submit such dispute to binding arbitration under the Oregon Uniform Arbitration Act, ORS 36.600 et seq. Arbitration shall be requested by delivering to the other party a written request for arbitration. Within five (5) days of receipt of such request, the parties shall select a mutually agreeable arbitrator and designate mutually agreeable rules of arbitration. If the parties cannot agree upon an arbitrator within five (5) days, an arbitrator may be appointed by the presiding judge of the Jackson County Circuit Court, upon the request of either party submitted in accordance with ORS 36.645. If the parties have not designated mutually agreeable rules of arbitration at such time as the arbitrator is appointed, the arbitrator shall adopt rules for the arbitration. The arbitrator's decision shall be binding upon the parties.
- 19. Prevailing Party Fees.** In any litigation or arbitration between the parties arising from or in any way pertaining to the interpretation or enforcement of this Contract, including any action for rescission of this Contract, the prevailing party shall be entitled to recover, as a part of any arbitration award or judgment, that party's costs and reasonable attorney's fees incurred in connection with such proceeding, at hearing or trial and on appeal.
- 20. Governing Law.** This Contract shall be construed in accordance with Oregon law.

- 21. **Consent to Jurisdiction.** The parties hereby consent to jurisdiction of the Jackson County Circuit Court, Jackson County, Oregon, over all legal matters pertaining to this Contract including, but not limited to, its enforcement or interpretation.
- 22. **Assignment.** No assignment, delegation or subcontracting of any right, obligation or duty under this Contract is allowed without the prior written consent of the other party.
- 23. **Entire Agreement.** This Contract constitutes the entire agreement of the parties. No modification of this Contract shall be binding unless reduced to writing and signed by both parties.
- 24. **Severability.** If any part, term or clause of this Contract is held by a court or arbitrator to be unenforceable, of no effect or in conflict with any law, the validity of the remaining provisions and clauses shall not be affected and the rights and obligations of the parties shall be construed and in force as if the Contract did not contain the particular part, term or clause held to be unenforceable.
- 25. **Read and Understood.** Each party indicates that it has completely read all such documents and agrees that they are to be incorporated herein and to be followed by all parties. Payment is to be made upon receipt and acceptance of Equipment that complies with all specifications, unless otherwise specifically detailed in the Contract Documents.

DATED this _____ day of _____, 2022.

EMERGENCY COMMUNICATIONS
OF SOUTHERN OREGON:

VENDOR:

By: _____
Printed Name: _____
Title: _____

By: _____
Printed Name: _____
Title: _____

**EXHIBIT A
INVITATION TO BID**

EXHIBIT B

ORS CHAPTER 279B PUBLIC CONTRACTING REQUIREMENTS FOR THE PURCHASE OF GOODS AND SERVICES

- (1) Vendor shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the work provided for in the contract, and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor. ORS 279B.220(1).
- (2) Vendor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Vendor or Subcontractor incurred in the performance of the contract. ORS 279B.220(2).
- (3) Vendor shall not permit any lien or claim to be filed or prosecuted against the Contracting Agency on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted. ORS 279B.220(3).
- (4) Vendor and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.617. ORS 279B.220(4).
- (5) Vendor shall promptly, as due, make payment to any person, copartnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such Vendor, of all sums which the Vendor agrees to pay for such services and all monies and sums which the Vendor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service. ORS 279B.230(1).
- (6) All subject employers working under the Vendor are either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126. ORS 279B.230(2).
- (7) Vendor shall employ no person for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where public policy absolutely requires it, and in such cases, Vendor shall pay the employee at least time and one-half pay for: 1) all overtime in 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater, except for individuals under personal service contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime; or 2) work performed on the legal holidays specified in a collective bargaining agreement. ORS 279B.235.
- (8) The Vendor must give notice to employees who work on this contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work. ORS 279B.235(2).

- (9) All sums due the State Unemployment Compensation Fund from the Vendor or any Subcontractor in connection with the performance of the contract shall be promptly so paid. ORS 701.430.
- (10) The contract may be canceled at the election of ECSO for any willful failure on the part of Vendor to faithfully perform the contract according to its terms.
- (11) Vendor certifies its compliance with all applicable state and local tax laws, including but not limited to ORS 305.385, ORS 305.620, ORS chapters 316, 317 and 318. Vendor certifies it will continue to comply with all such tax laws during the term of this contract. Vendor's failure to comply with such state and local tax laws prior to executing this contract or during the term of this contract constitutes a default for which ECSO may terminate this contract and seek damages and other relief available under the terms of this contract or applicable law. ORS 279B.045.
- (12) Vendor certifies that it has not discriminated and will not discriminate against minorities, women, emerging small business enterprises or a business enterprise that is controlled by or that employs a disabled veteran as defined in ORS 408.225 in obtaining any required subcontractors. ORS 279A.110.
- (13) As used in this Section, "nonresident contractor" means a contractor that has not paid unemployment taxes or income taxes in the state of Oregon during the 12 calendar months immediately preceding submission of the bid for the contract, does not have a business address in this state, and stated in the bid for the contract that it was not a "resident bidder" under ORS 279A.120. When a public contract is awarded to a nonresident contractor and the contract price exceeds \$10,000, the contractor shall promptly report to the Department of Revenue 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. ORS 279A.120.

EXHIBIT C
PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that

_____ (Name of Contractor)

_____ (Address of Contractor)

_____ hereinafter called "PRINCIPAL", and
(Corporation, Partnership, or Individual)

_____ (Name of Surety)

_____ (Address of Surety)

_____ (Oregon representative for service of process for Surety)

hereinafter called "SURETY", are held and firmly bound unto

Emergency Communications of Southern Oregon
400 Pech Road
Central Point, OR 97502

hereinafter called "OWNER", in the total amount of _____
_____ Dollars (\$_____ (insert here a sum
equal to the contract price)

payment whereof PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the PRINCIPAL has by written agreement entered into a certain contract with the OWNER, dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof and is hereinafter referred to as the Contract. Said Contract is for:

NOW, THEREFORE:

1. The condition of this obligation is such that, if PRINCIPAL shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

2. The SURETY hereby waives notice of any alteration or extension of time made by the OWNER.

3. It is expressly agreed that the Bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment of the Contract not increasing the Contract price more than twenty percent (20%), so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this Bond, and whether referring to this Bond, the Contract, or the Loan Documents shall include any alteration, addition, extension or modification of any character whatsoever.

4. Whenever PRINCIPAL shall be, and declared by OWNER to be in default under the Contract, the OWNER having performed OWNER's obligations thereunder, the SURETY may promptly remedy the default, or shall promptly:

a) Arrange for the PRINCIPAL, with consent of the OWNER, to perform and complete the contract;

b) Complete the Contract in accordance with its terms and conditions, or

c) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by OWNER and the SURETY jointly of the lowest responsible bidder, arrange for a contract between such bidder and OWNER, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the SURETY may be liable hereunder, the amount set forth above. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by OWNER to PRINCIPAL under the Contract and any amendments thereto, less the amount properly paid by OWNER to PRINCIPAL.

5. Any suit under this Bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

6. If any provision of this Bond conflicts with state law, such portion will be deemed deleted therefrom and provisions conforming to such state law shall be deemed incorporated herein. The intent is that the bond shall be construed as a statutory bond and not as a common law bond.

7. No right of action shall accrue on this Bond to or for the use of any person or corporation other than the OWNER named herein or the heirs, executors, administrators or successors of the OWNER.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20__.

ATTEST:

PRINCIPAL

(PRINCIPAL) Secretary

(SEAL)

By: _____

(Witness to PRINCIPAL)

(Address)

(Address)

(SURETY)

ATTEST:

(Witness to SURETY)

By _____
(Attorney-in-Fact)

(Address)

(Address)

NOTE: Date of Bond must not be prior to date of Contract.

If CONTRACTOR is partnership, all partners must execute Bond.

IMPORTANT: SURETY companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in Oregon. SURETY companies must also have an Oregon representative for service of process.

EXHIBIT D
VENDOR'S BID