



INVITATION TO BID (ITB)

FOR

BACK UP EMERGENCY GENERATORS

FOR

EMERGENCY COMMUNICATIONS OF SOUTHERN OREGON

BID OPENING

DATE: FEBRUARY 13, 2023

**PLACE: EMERGENCY COMMUNICATIONS OF
SOUTHERN OREGON**

400 PECH ROAD, CENTRAL POINT, OR 97502

BID CLOSING 1:30 PM

BID OPENING 1:35 PM

**ISSUED BY:
EMERGENCY COMMUNICATIONS
OF SOUTHERN OREGON**

PUBLISHED: January 24, 2023

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SECTION 1
INVITATION TO BID (ITB)

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INVITATION TO BID

Notice is hereby given that Emergency Communications of Southern Oregon (ECSO) will open sealed bids at ECSO, 400 Pech Road, Central Point, OR 97502 for the:

PROCUREMENT OF EMERGENCY GENERATORS

BID CLOSING	February 13, 2023 at <u>1:30 PM</u>
BID OPENING	February 13, 2023 at <u>1:35 PM</u>

No bids will be received or considered after the time of closing.

This project involves the purchasing of approximately 12 emergency generators.

There **will not** be a PRE-BID CONFERENCE.

The solicitation document will be available by contacting ECSO, Jody Hathaway – (541) 774-5062/jody.hathaway@ecso911.com who will provide an electronic set of documents.

The ECSO Board of Directors reserves the right to reject any and all bids not in compliance with all prescribed public bidding procedures and requirements, may reject for good cause any and all bids upon the finding that it is in the public interest to do so and may waive any and all informalities.

DATED this 24 day of January, 2023

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SECTION 2
INSTRUCTIONS TO BIDDERS

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INSTRUCTIONS TO BIDDERS

- 2.0** ECSO an ORS 190 organization that owns and operates the public safety communication system serving Jackson County, Oregon has obtained voter approved funding to replace its existing public safety communication systems. A part of this Project is the addition of new communication sites and refurbishing all existing sites. ECSO is managing this procurement of emergency generators. ECSO will contract directly for the emergency generators.
- 2.1** This Invitation to Bid (ITB) is issued pursuant to ORS 279A, ORS 279B and the Oregon Attorney General Model Rules Divisions 46, 47, 48 and 49. The term "ECSO" throughout this document means Emergency Communications of Southern Oregon the term "Bidder" means a Vendor that submits a Bid in response to this ITB, and the term "Vendor" means the Bidder awarded a contract as a result of this ITB.

Note: Where the term "days" is used, it shall mean calendar days through out.

2.2 SCOPE.

- a. The purpose of this Solicitation is to establish a Construction Purchase Order between the Bidder awarded the contract (Vendor) and ECSO (Owner) for the furnishing of emergency generators.
- b. The selected Vendor shall provide all labor, materials, plant, equipment, transportation (Note generators shall be delivered to a staging location at 3580 Fire Station Spur, Medford, OR and other facilities and services as necessary and/or required to execute all of the Work described in this solicitation document.
- c. After award of contract the emergency generators shall be individually released for manufacture and delivery between March 2023 and March 2024.
- d. ECSO reserves the sole right to select one or multiple vendors to furnish the generators outlined in this Invitation to Bid.
- e. In addition to the requirements set forth in this solicitation document, and all enclosures and addenda, the provisions of the Owner-Vendor Construction Purchase Order are hereby incorporated by reference.

2.3 SOLICITATION SCHEDULE

INVITATION TO BID ADVERTISED	January 24, 2023
LAST DATE FOR REQUEST FOR CHANGE	Feb 3, 2023 Noon
LAST DATE FOR SPECIFICATION PROTEST	Feb. 6, 2023 2:00PM
BID CLOSING	Feb 13, 2023 1:30PM
BID OPENING	Feb. 13, 2023 1:35 PM
NOTICE OF INTENT TO AWARD	WITHIN 15 DAYS OF BID OPENING
LAST DATE TO PROTEST AWARD	7 DAYS AFTER NOTICE OF INTENT TO AWARD

2.4 ECSO REPRESENTATIVE. Jody Hathaway

2.5 BID PREPARATION.

- a. Bidder shall complete and return as its Bid, the following forms and information (see blank forms in Enclosures):
 - i. Bid Proposal,
 - ii. Summary of Prices,

- iii. Non-Collusion Form,
- iv. Bidder Responsibility Form, and;

- b. Failure to submit these and any other document as requested or required in accordance with this solicitation shall be grounds to declare the Bid nonresponsive.

2.6 CONSTRUCTION CONTRACT, BONDS, INSURANCE.

- a. The Bidder awarded this solicitation shall, within ten (10) calendar days after receipt of a Notice of Award sign the Construction Purchase Order issued by ECSO.
- b. If the Construction Purchase Order is not received as specified then the Construction Purchase Order shall be voided and the Contract may be awarded to the next lowest Bidder.

2.7 NO WAIVER OF CONDITIONS; Failure of ECSO to insist on strict performance shall not constitute a waiver of any of the provisions of this procurement or waiver of any other default of the Bidder.

2.8 SCOPE OF WORK RESERVATION; The right is reserved by ECSO, before or after award, to make changes in the scope of the work as may be considered necessary, and in the interest of the public. Contract Amount adjustments for such changes shall be considered negotiated and will be provided for in the contract documents.

2.9 NOTICE TO PROCEED.

- a. The Bidder shall not begin work until a Notice to Proceed is issued by ECSO on a per communication shelter basis.
- b. ECSO reserves the right to cancel the contract at no penalty if it is in the best interest of the public to do so, if:
 - i. a protest was received that overturns the award of this contract, or
 - ii. Funding for the project is not available.

2.10 ELIGIBILITY FOR AWARD OF CONTRACT: Compliance with Bid Documents

2.12 PRE-BID CONFERENCE; A pre-bid conference will **not** be held.

2.12 ADDENDA:

- a. Issuance; Receipt. ECSO may change this Solicitation only by Written Addenda. A Bidder shall provide written acknowledgement of receipt of all issued Addenda with their Bid on the Bidder Certifications Form.
- b. Notice and Distribution. ECSO will notify all known plan holders by posting of any Addenda to the Districts web site www.ecso911.com and Oregon Buys . It is the Bidders responsibility to inquire about Addenda - Bidders should frequently check until Closing about any Addenda issued, i.e., at least once weekly until the week of Closing and at least once daily the week of the Closing.
- c. Timelines; Extensions. ECSO shall issue Addenda within a reasonable time to allow prospective Bidders to consider the Addenda in preparing their Bids. ECSO may extend the Closing if ECSO determines prospective Bidders need additional time to review and respond to Addenda. Except to the extent required by public interest, ECSO shall not issue Addenda less than 72 hours before the Closing unless the Addendum also extends the Closing.

2.13 REQUEST FOR CLARIFICATION, CHANGE, or PROTEST:

- a. Clarification. Prior to the deadline for submitting a written request for change or protest, a Bidder may request that ECSO clarify any provision of the solicitation document. ECSO's clarification to a Bidder, whether orally or in Writing, does not change the solicitation and is not binding on ECSO unless ECSO amends the solicitation by Addendum.
- b. Request for Change.
 - i. Delivery. A Bidder may request in writing a change to the Specifications or contract terms and conditions. A Bidder shall deliver to ECSO the Written request for change by NOON ten (10) Days prior to Closing electronically to jody.hathaway@ecso911.com.

- ii. Content of Request for Written Change:
 - A. Bidders Written request for change shall include a statement of the requested change(s) to the contract terms and conditions, including any Specifications, together with the reason for the requested change.
 - B. A Bidder shall mark its request for change as follows:
 - (i) "Contract Provision Request for Change"; and
 - (ii) Solicitation number.
- c. Protest.
 - i. Delivery. A Bidder may protest specifications or contract terms and conditions. A Bidder shall deliver a written protest, electronically to jody.hathaway@ecso911.com on those matters to ECSO by NOON six (6) Days prior to Closing (April 6, 2017);
 - ii. Content of Protest.
 - A. A Bidders Written protest shall include:
 - (i) A detailed statement of the legal and factual grounds for the protest;
 - (ii) A description of the resulting prejudice to the Bidder; and
 - (iii) A statement of the desired changes to the contract terms and conditions, including any Specifications.
 - B. A Bidder shall mark its protest as follows:
 - (i) "Contract Provision Protest"; and
 - (ii) Solicitation number.
 - iii. The Response. ECSO is not required to consider a Bidders request for change or protest after the deadline established for submitting such request or protest. ECSO shall provide notice to the applicable Bidder if it entirely rejects a protest. If ECSO agrees with the Bidder's request or protest, in whole or in part, ECSO shall either issue an Addendum reflecting its determination under OAR 137-49-0260 or cancel the Solicitation under OAR 137-49-0270.
- d. Extension of Closing. If ECSO receives a written request for change or protest from a Bidder in accordance with this Rule, ECSO may extend Closing if ECSO determines an extension is necessary to consider the request or protest and issue an Addendum, if any, to the Solicitation.

2.14 CANCELLATION OF SOLICITATION; Cancellation in the Public Interest. ECSO may cancel a Solicitation for good cause if ECSO finds that cancellation is in the public interest. ECSO's reasons for cancellation shall be made part of the Solicitation file.

2.15 BID SUBMISSIONS:

- a. Offer and Acceptance. The Bid is the Bidder's offer to enter into a Construction Purchase Order. The Offer is always a "Firm Offer," i.e., the Bid shall be held open by the Bidder for ECSO's acceptance for ninety (90) days. ECSO may elect to accept the Bid at any time during the specified period, and ECSO's Award of the Contract to a Bidder constitutes acceptance of the Offer and binds the Bidder to the Contract.
- b. Responsive Bid. ECSO may award a Contract only to a Responsible Bidder with a Responsive Bid.
- c. Contingent Bids. A Bidder shall not make a Bid contingent upon ECSO's acceptance of any terms or conditions (including Specifications) other than those contained in this Solicitation.
- d. Bidders Acknowledgement. By submitting a Bid, the Bidder acknowledges they have read and understand the terms and conditions contained in the Solicitation and that they accept and agree to be bound by the terms and conditions of the Solicitation. Unless defects, ambiguities, omissions, or errors are brought to ECSO's attention within FIVE (5) calendar days prior to Closing, protests or appeals based on such defects, ambiguities, omissions, or errors received after issuance of the Notice of Intent to Award (NIA) will not be favorably considered.
- e. Instructions. A Bidder shall submit and sign their Bid. A Bidder shall initial any corrections or erasures to their Bid.

- f. Forms. Bidders shall submit their Bid on the form(s) provided.
- g. Documents. Bidders shall provide ECSO with all documents and descriptive literature requested.
- h. Facsimile or Electronic Submissions. ECSO will not accept facsimile or electronic Bids.
- i. Product Samples and Descriptive Literature. ECSO may require product samples or descriptive literature if it is necessary or desirable to evaluate the quality, features or characteristics of the offered items. ECSO will dispose of product samples or return or make available for return product samples to the Bidder.
- j. Identification of Bids.
 - i. To ensure proper identification and handling, Bids shall be submitted in a sealed envelope appropriately marked with the Bidders name and address and **ECSO Emergency Generator Bid** in large block numbers.
 - ii. ECSO is not responsible for Bids submitted in any manner, format or to any delivery point other than as required in the Solicitation.
- k. Receipt of Bids. The Bidders are responsible for ensuring that ECSO receives their Bid at the required delivery point prior to the closing due date and time, regardless of the method used to submit or transmit the Bid. Bids shall be mailed or hand delivered and received prior to the closing due date and time to ECSO, 400 Pech Road, Central Point, OR 97502
- l. Failure to submit Bids in accordance with the provisions of this shall be grounds to declare the Bid as nonresponsive.
- m. Certification. Bidders shall (on the Bidder Certification form enclosed):
 - i. Provide certification of nondiscrimination in obtaining any required subcontractors in accordance with ORS 279A.110(4); and
 - ii. Provide written acknowledgment of receipt of all Addenda.

2.16 MODIFICATION OR WITHDRAWAL:

- a. Modifications. A Bidder may modify their Bid in writing prior to the Closing. A Bidder shall prepare and submit any modification to its Bid to ECSO in accordance with OAR 137-49-0280. Any modification shall include the Bidders statement that the modification amends and supersedes the prior Bid. The Bidder shall hand deliver or mail its modification and mark envelope as follows:
 “Bid Modification”; and Solicitation Name.
- b. Withdrawals. A Bidder may withdraw its Bid by Written notice submitted on the Bidders letterhead, signed by an authorized representative of the Bidder, hand delivered or mailed, and received by ECSO prior to the Closing. The Bidder or authorized representative of the Bidder may also withdraw its Bid in Person prior to the Closing, upon presentation of appropriate identification and satisfactory evidence of authority;
 - i. The ECSO may release an unopened withdrawn Bid to the Bidder or its authorized representative, after voiding any date and time stamp mark;
 - ii. The Bidder shall mark the Written request to withdraw a Bid as follows:
 “Bid Withdrawal”; and Solicitation Name
- c. Documentation. ECSO shall include all documents relating to the modification or withdrawal of Bids in the Solicitation file.

2.17 RECEIPT, OPENING, AND RECORDING OF BIDS:

- a. Receipt of Bids. The Bidder is responsible for ensuring that ECSO receives its Bid at the required delivery point prior to the Closing, regardless of the method used to submit or transmit the Bid. ECSO shall electronically or mechanically time-stamp or hand-mark each Bid and any modification upon receipt. ECSO’s official time clock is located in the lobby of the ECSO 400 Pech Road, Central Point, OR. In the event of a discrepancy between the stamp clock and the official time clock, the official time clock time prevails. In the event a Bid is too large to be time stamped a separate paper will be time stamped and attached to the Bid or marked by hand the date and time it was received.

- b. Opening and Recording. ECSO shall publicly open Bids including any modifications made to the Bid pursuant to OAR 137-49-0320. In the case of Invitations to Bid, to the extent practicable, ECSO shall read aloud the name of each Bidder, the Bid price(s), and such other information as ECSO considers appropriate.
- c. Availability. After Opening, ECSO shall make Bids available for public inspection. ECSO may withhold from disclosure those portions of a Bid that the Bidder designates as trade secrets or as confidential proprietary data in accordance with applicable law. See ORS 192.501(2); ORS 646.461 to 646.475.

2.18 LATE BIDS, WITHDRAWALS AND MODIFICATION:

Any Bid received after the Closing date and time is Late. A Bidders request for withdrawal or modification of a Bid received after Closing is Late. ECSO shall not consider Late Bids, withdrawals or modifications except as permitted in OAR 137-49-0350 or 0390.

2.19 MISTAKES:

- a. Generally: To protect the integrity of the competitive Procurement process and to assure fair treatment of Bidders, ECSO should carefully consider whether to permit waiver, correction or withdrawal of Offers for certain mistakes.
- b. ECSO Treatment of Mistakes. ECSO shall not allow a Bidder to correct or withdraw an Offer for an error in judgment. If ECSO discovers certain mistakes in an Offer after Opening, but before Award of the Contract, ECSO may take the following action:
 - i. ECSO may waive, or permit a Bidder to correct, a minor informality. A minor informality is a matter of form rather than substance that is evident on the face of the Offer, or an insignificant mistake that can be waived or corrected without prejudice to other Bidders. Examples of minor informalities include a Bidder's failure to:
 - A. Return the correct number of Signed Offers or the correct number of other documents required by the Solicitation Document;
 - B. Sign the Offer in the designated block, provided a Signature appears elsewhere in the Offer, evidencing an intent to be bound; and
 - C. Acknowledge receipt of an Addendum to the Solicitation Document, provided that it is clear on the face of the Offer that the Bidder received the Addendum and intended to be bound by its terms; or the Addendum involved did not affect price, quality or delivery.
 - ii. ECSO may correct a clerical error if the error is evident on the face of the Offer or other documents submitted with the Offer, and the Bidder confirms ECSO's correction in Writing. A clerical error is a Bidder's error in transcribing its Offer. Examples include typographical mistakes, errors in extending unit prices, transposition errors, arithmetical errors, instances in which the intended correct unit or amount is evident by simple arithmetic calculations (for example a missing unit price may be established by dividing the total price for the units by the quantity of units for that item or a missing, or incorrect total price for an item may be established by multiplying the unit price by the quantity when those figures are available in the Offer). In the event of a discrepancy, unit prices shall prevail over extended prices.
 - iii. ECSO may permit a Bidder to withdraw an Offer based on one or more clerical errors in the Offer only if the Bidder shows with objective proof and by clear and convincing evidence:
 - A. The nature of the error;
 - B. That the error is not a minor informality under this subsection or an error in judgment;
 - C. That the error cannot be corrected or waived under subsection (b) of this section;
 - D. That the Bidder acted in good faith in submitting an Offer that contained the claimed error and in claiming that the alleged error in the Offer exists;
 - E. That the Bidder acted without gross negligence in submitting an Offer that contained a claimed error;
 - F. That the Bidder will suffer substantial detriment if ECSO does not grant the Bidder permission to withdraw the Offer;
 - G. That ECSO's or the public's status has not changed so significantly that relief from the forfeiture will work a substantial hardship on ECSO or the public it represents; and
 - H. That the Bidder promptly gave notice of the claimed error to ECSO.

- iv. The criteria in subsection (c) of this rule shall determine whether ECSO will permit a Bidder to withdraw its Offer after Closing. These criteria also shall apply to the question of whether ECSO will permit a Bidder to withdraw its Offer without forfeiture of its Bid bond (or other Bid or Proposal security), or without liability to ECSO based on the difference between the amount of the Bidder's Offer and the amount of the Contract actually awarded by ECSO, whether by Award to the next lowest Responsive and Responsible Bidder or the best Responsive and Responsible Proposer, or by resort to a new solicitation.
- c. Rejection for Mistakes. ECSO shall reject any Offer in which a mistake is evident on the face of the Offer and the intended correct Offer is not evident or cannot be substantiated from documents submitted with the Offer.
- d. Identification of Mistakes after Award. The procedures and criteria set forth above are Bidder's only opportunity to correct mistakes or withdraw Offers because of a mistake. Following Award, a Bidder is bound by its Offer, and may withdraw its Offer or rescind a Contract entered into pursuant to this OAR Division 49 only to the extent permitted by applicable law.

2.20 BID EVALUATION CRITERIA:

- a. General. A Public Improvement Contract, if awarded, shall be awarded to the Responsible Bidder(s) submitting the lowest Responsive Bid.
- b. ECSO may reject any Bid not in compliance with all prescribed Public Contracting procedures and requirements, and may reject for good cause all Bids upon ECSO's finding that it is in the public interest to do so.
- c. Bid Evaluation Criteria. Invitations to Bid may solicit lump-sum Bids, unit-price Bids, or a combination of the two.
 - i. Lump Sum. If the Invitation to Bid (ITB) requires a lump-sum Bid, without additive or deductive alternates, or if ECSO elects not to award additive or deductive alternates, Bids shall be compared on the basis of lump-sum prices, or lump-sum base Bid prices, as applicable. If the ITB calls for a lump-sum base Bid, plus additive or deductive alternates, the total Bid price shall be calculated by adding to or deducting from the base Bid those alternates selected by ECSO, for the purpose of comparing Bids.
 - ii. Unit Price. If the Bid includes unit pricing for estimated quantities, the total Bid price shall be calculated by multiplying the estimated quantities by the unit prices submitted by the Bidder, and adjusting for any additive or deductive alternates selected by ECSO, for the purpose of comparing Bids. ECSO shall specify within the Solicitation the estimated quantity of the Procurement to be used for determination of the low Bidder. In the event of mathematical discrepancies between unit price and any extended price calculations submitted by the Bidder, the unit price shall govern. See OAR 137-49-0350(2) (b).

2.21 BID EVALUATION AND AWARD; DETERMINATION OF RESPONSIBILITY:

- a. General. If Awarded, ECSO shall Award the Contract to the Responsible Bidder or Bidders submitting the lowest, Responsive Bid ECSO may award by item, groups of items or the entire Bid provided such Award is consistent with the Solicitation Document and in the public interest.
- b. Determination of Responsibility. Bidders are required to demonstrate their ability to perform satisfactorily under a Construction Purchase Order. Before Awarding a Construction Purchase Order, ECSO shall have information that indicates that the Bidder meets the standards of responsibility set forth in ORS 279.375(3) (b). To be a Responsible Bidder, ECSO shall determine that the Bidder:
 - i. Has available the appropriate financial, material, equipment, facility and personnel resources and expertise, or ability to obtain the resources and expertise, necessary to demonstrate the capability of the Bidder to meet all contractual responsibilities;
 - ii Has a satisfactory record of contract performance. ECSO shall carefully scrutinize a Bidders record of contract performance if the Bidder is or recently has been materially deficient in contract performance. In reviewing the Bidders performance, ECSO should determine whether the Bidders deficient performance was expressly excused under the terms of Contract, or whether the Bidder took appropriate corrective action. ECSO may review the Bidders performance on both private and Public Contracts in determining the Bidders record of contract performance. ECSO shall make its basis for determining a Bidder Not Responsible under this paragraph part of the Solicitation file;

- iii. Has a satisfactory record of integrity. A Bidder may lack integrity if ECSO determines the Bidder demonstrates a lack of business ethics such as violation of state environmental laws or false certifications made to ECSO. ECSO may find a Bidder Not Responsible based on the lack of integrity of any Person having influence or control over the Bidder (such as a key employee of the Bidder that has the authority to significantly influence the Bidders performance of the Contract or a parent company, predecessor or successor Person). The standards for Conduct Disqualification under OAR 137-49-0370 may be used to determine Bidders integrity. ECSO shall make its basis for determining that a Bidder is not Responsible under this paragraph part of the Solicitation file;
 - iv. Is qualified legally to contract with ECSO; and
 - v. Has supplied all necessary information in connection with the inquiry concerning responsibility. If the Bidder fails to promptly supply information requested by ECSO concerning responsibility, ECSO shall base the determination of responsibility upon any available information, or may find the Bidder Not Responsible.
- c. ECSO Evaluation: ECSO shall evaluate a Bid only as set forth in the Solicitation Document and in accordance with applicable law. ECSO shall not evaluate a Bid using any other requirement or criterion.
- d. Bidder Submissions.
- i. ECSO may require a Bidder to submit Product Samples, Descriptive Literature, Technical Data, or other material and may also require any of the following prior to award:
 - A. Demonstration, inspection or testing of a product prior to award for characteristics such as compatibility, quality or Workmanship;
 - B. Examination of such elements as appearance or finish; or
 - C. Other examinations to determine whether the product conforms to Specifications.
 - D. ECSO shall evaluate product acceptability only in accordance with the criteria disclosed in the Invitation to Bid Document to determine that a product is acceptable. ECSO shall reject a Bid providing it Bids Nonconforming Work or materials is not Disqualification and is not appealable under ORS279C.445.
 - f. Evaluation of Bids. ECSO shall use only objective criteria to evaluate Bids as set forth in the ITB. ECSO shall evaluate Bids to determine which Responsible Bidder(s) submitted the lowest Responsive Bid.
 - i. Clarifications. In evaluating Bids, ECSO may seek information from a Bidder only to clarify the Bidder's Bid. Such clarification shall not vary, contradict or supplement the Bid. A Bidder shall submit Written and Signed clarifications and such clarifications shall become part of the Bidder's Bid.
 - ii. Negotiation Prohibited. ECSO shall not negotiate scope of Work or other terms or conditions under an Invitation to Bid process prior to award.

2.22 NOTICE OF INTENT TO AWARD:

- a. Notice. At least seven calendar days before the Award of a Construction Purchase Order, ECSO shall issue to each Bidder (pursuant to ORS 279C.375(2)), or post electronically or otherwise, a notice of ECSO's intent to Award the Contract.
- b. Form and Manner of Posting. The form and manner of posting notice shall conform to customary practices within ECSO's procurement system, and may be made electronically.
- c. Finalizing Award. ECSO's Award shall not be final until the later of the following:
 - i. Seven Calendar Days after the date of the notice, unless the Solicitation Document provided a different period for protest; or
 - ii. ECSO provides a Written response to all timely-filed protests that denies the protest and affirms the Award.
- d. Prior Notice Impractical. Posting of notice of intent to award shall not be required when ECSO determines that it is impractical due to unusual time constraints in making prompt Award for its immediate procurement needs, documents the Contract file as to the reasons for that determination, and posts notice of that action as soon as reasonably practical.

2.23 DOCUMENTATION OF AWARD; AVAILABILITY OF AWARD DECISIONS:

- a. Basis of Award. After Award, ECSO shall make a record showing the basis for determining the successful Bidder(s) part of ECSO's Solicitation file.
- b. Contract Document. ECSO shall deliver a fully executed copy of the final Construction Purchase Orders to the successful Bidder(s).
- c. Bid Tabulations and Award Summaries. Upon request of any Person ECSO shall provide tabulations of Awarded Bids.
- d. Availability of Solicitation Files. ECSO shall make completed Solicitation files available for public review at ECSO.

2.24 NEGOTIATIONS; Except as permitted by ORS 279C.340 and OAR 137-49-0430 when all Bids exceed the cost estimate, ECSO shall not negotiate with any Bidder prior to Contract Award. After Award of the Construction Purchase Order, ECSO and Vendor may only modify the Construction Purchase Order by change order or Amendment to the Construction Purchase Order in accordance with OAR 137-49-0860.

2.25 REJECTION OF BID:

- a. Rejection of an Offer. Procurement process or that rejecting the Offer is in the public interest.
 - i. ECSO shall reject an Offer upon ECSO's finding that the Offer:
 - A. Is contingent upon ECSO's acceptance of terms and conditions (including Specifications) that differ from the Solicitation Document;
 - B. Takes exception to terms and conditions (including Specifications);
 - C. Attempts to prevent public disclosure of matters in contravention of the terms and conditions of Solicitation Document or in contravention of applicable law;
 - D. Offers Work that fails to meet the Specifications of the Solicitation Document;
 - E. Is late;
 - F. Is not in substantial compliance with the Solicitation Documents;
 - G. Is not in substantial compliance with all prescribed public Solicitation procedures.
 - ii. ECSO shall reject an Offer upon ECSO's finding that the Bidder:
 - A. Has been declared ineligible under ORS 279C.860 by the Commissioner of Bureau of Labor and Industries and the Contract is for a Public Work;
 - B. Is listed on the Federal "Excluded Parties List System" (EPLS);
 - C. Has not met the requirements of ORS 279A.105 if required by the Solicitation Document;
 - D. Has not submitted properly executed Bid as required by the Solicitation Document;
 - E. Is not Responsible. See OAR 137-049-0390(2) regarding ECSO determination that the Bidder has met statutory standards of responsibility.
- b. Form of Business. For purposes of this rule, ECSO may investigate any Bidder submitting an Offer. The investigation may include that Bidder's officers, Directors, owners, affiliates, or any other person acquiring ownership of the Bidder to determine application of this rule or to apply the Disqualification provisions of ORS 279C.440 to 279C.450 and OAR 137-049-0370.
- c. Certification of Non-Discrimination. The Bidder shall certify and deliver to ECSO Written certification, as part of the Offer that the Bidder has not discriminated and will not discriminate against minority, women or emerging small business enterprises in obtaining any required subcontracts. Failure to do so shall be grounds for disqualification.
- d. Rejection of all Offers. ECSO may reject all Offers for good cause upon ECSO's Written finding it is in the public interest to do so. ECSO shall notify all Bidders of the rejection of all Offers, along with the good cause justification and finding.
- e. Criteria for Rejection of All Offers. ECSO may reject all Offers upon a Written finding that:

- i. The content of or an error in the Solicitation Document, or the Solicitation process unnecessarily restricted competition for the Contract;
- ii. The price, quality or performance presented by the Bidders is too costly or of insufficient quality to justify acceptance of the Offer;
- iii. Misconduct, error, or ambiguous or misleading provisions in the Solicitation Document threaten the fairness and integrity of the competitive process;
- iv. Causes other than legitimate market forces threaten the integrity of the competitive Procurement process. These causes include, but are not limited to, those that tend to limit competition such as restrictions on competition, collusion, corruption, unlawful anti-competitive conduct and inadvertent or intentional errors in the Solicitation Document;
- v. ECSO cancels the Solicitation in accordance with OAR 137-049-0270; or
- vi. Any other circumstance indicating that Awarding the Contract would not be in the public interest.

2.26 PROTEST OF VENDOR SELECTION, CONTRACT AWARD:

- a. Purpose. An adversely affected or aggrieved Bidder shall exhaust all avenues of administrative review and relief before seeking judicial review of ECSO's Vendor selection or Construction Purchase Order Award decision.
- b. Notice of Intent to Award. Unless otherwise provided in the Solicitation, ECSO shall provide written notice to all Bidders of ECSO's intent to award the Contract. ECSO's Award shall not be final until the later of the following:
 - i. Seven (7) calendar days after the date of the notice, unless the Solicitation provided a different period for protest; or
 - ii. ECSO provides a written response to all timely- filed protests that denies the protest and affirms the Award.
- c. Right to Protest Award.
 - i. An adversely affected or aggrieved Bidder may submit to ECSO a Written protest of ECSO's intent to award within seven (7) calendar days after issuance of the notice of intent to award the Contract, unless a different protest period is provided under the Solicitation.
 - ii. The Bidders protest shall be in Writing and shall specify the grounds upon which the protest is based.
 - iii. A Bidder is adversely affected or aggrieved only if the Bidder is eligible for Award of the Contract as the Responsible Bidder submitting the lowest Responsive Bid, i.e., the protesting Bidder shall claim that all lower Bidders are ineligible for Award:
 - A. Because their Bids were non-responsive; or
 - B. ECSO committed a substantial violation of a provision in the Solicitation or of an applicable procurement statute or administrative rule, and the protesting Bidder was unfairly evaluated and would have, but for such substantial violation, been the Responsible Bidder offering the lowest Responsive Bid.
 - iv. ECSO shall not consider a protest submitted after the time period established in this Rule or such different period as may be provided in the Solicitation. A Bidder may not protest ECSO's decision not to increase the size of the Competitive Range above the size of the Competitive Range set forth in the Invitation to Bid if any.
- d. ECSO shall not consider a protest submitted after the time period established in this Rule or such different period as may be provided in the Solicitation.
- e. Authority to Resolve Protests. The ECSO Manager, or such Person's designee, may settle or resolve a written protest submitted in accordance with the requirements of this Rule.
- f. Decision. If a protest is not settled, the Board Chair of ECSO, or such Person's designee, shall promptly issue a written decision on the protest. Judicial review of this decision will be available if provided by statute.

- g. Award. The successful Bidder shall promptly execute the Construction Purchase Order after the Award is final. ECSO shall execute the Construction Purchase Order only after it has obtained all applicable required documents and approvals.

2.27 BID COSTS; ECSO is not liable for any costs incurred by the Bidder in its Bid preparation.

2.28 FOREIGN VENDOR; If the Contract Price exceeds \$10,000 and the Vendor is a Foreign Vendor, the Vendor shall promptly report to the Oregon Department of Revenue on forms provided by the Department of Revenue, the Contract Price, terms of payment, contract duration and such other information as the Department of Revenue may require before final payment can be made on the Construction Purchase Order. A copy of the report shall be forwarded to ECSO. ECSO Awarding the Construction Purchase Order shall satisfy itself that the above requirements have been complied with before it issues final payment on the Construction Purchase Order.

2.29 REGISTRATION REQUIREMENTS. None

2.30 CONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISE AND LABOR SURPLUS AREA FIRMS. The Vendor will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

SECTION 3

BID FORMS

- **BIDDER CERTIFICATION FORM**
- **BID SCHEDULE OF PRICES**
- **AFFIDAVIT OF NON-COLLUSION**
- **BIDDER RESPONSIBILITY FORM**

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**BIDDER CERTIFICATION FORM
FOR ECSO EMERGENCY GENERATORS**

(Bidder)

(physical address)

(city, state zip)

1. The Bidder certifies that they have read and understand the Drawings, Specifications, Addenda, Construction Purchase Order and all other documents pertaining to this Project.
2. The Bidder agrees to provide all labor, materials, plant, equipment, transportation (to a single staging area) and other facilities and services as necessary and/or required to execute all of the Work described by the aforesaid documents and will be provided and within the time specified.
3. The Bidder acknowledges that the general schedule for performance will be to deliver emergency generators after release by ECSO between March 2023 and March 2024. Specific schedules will be determined by mutual agreement between Bidder and ECSO.
4. The Bidder agrees to complete the work within the number of calendar days as stipulated in the individual emergency generator release documents agreed to by Bidder and ECSO. Further Bidder agrees to meet the Milestones and Specific Dates set forth in the individual communication shelter release documents and acknowledges that their failure to achieve substantial and/or Final Completion by these stipulated dates, or by any owner authorized extension thereto, subjects the Bidder to liquidated damages of Fifty Dollars and no/100's (\$50.00) per day for failure to perform, as further defined in the Contract.
5. The Bidder agrees to execute the formal Construction Purchase Order within ten (10) days from date of Notice of Acceptance of this Bid, and in the case the undersigned fails or neglects to appear within the specified time to execute the Construction Purchase Order and the undersigned is considered having abandoned the Construction Purchase Order by the Owner.
6. That no officer, agency 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 officers, agents, or employees had induced the Bidder to enter into this contract and the papers made a part hereof by its terms;
7. The Bidder acknowledges that the individual that signs this Bid is fully authorized to sign on behalf of the firm listed and to fully bind the firm listed to all conditions and provisions thereof.
8. The Bidder certifies that Bidder has complied or will comply with all requirements of local, state, and national laws, and that no legal requirement has been or will be violated in making or accepting this Bid.
9. The Bidder certifies that it has not discriminated and will not discriminate, in violation of ORS 279A.110, against any minority, women or emerging small business enterprise in obtaining any required subcontract.
10. The Bidder agrees to comply with Oregon tax laws in accordance with ORS 305.385.
11. Any Bid of a Bidder listed on BOLI's List of Ineligibles will be rejected.
12. Federal Tax I.D. Number or Social Security Number _____

13. The Bidder acknowledges receipt of the following addenda: (List by number and date appearing on the addenda.)

Addenda Number _____ Date _____

Addenda Number _____ Date _____

Respectfully submitted this _____ day of _____ 2017.

Signature: _____

Name: _____ Title: _____
(Print/type)

Phone: _____ Fax: _____

Email Address: _____

**BID SCHEDULE OF PRICES
FOR ECSO EMERGENCY GENERATORS**

BIDDER: _____

The amounts shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern.

UNIT PRICE FOR EACH GENERATOR

\$ _____ (\$ _____)

DEDUCTIVE UNIT PRICE FOR OMISION OF ENCLOSURE AND ADDITION OF ACCESSORIES TO HOUSE THE GNERATOR WITHIN A BUILDING

\$ _____ (\$ _____)

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**AFFIDAVIT OF NON-COLLUSION
FOR ECISO EMERGENCY GENERATORS**

Instructions

1. The information provided in this form is part of ECISO's inquiry concerning Bidder responsibility. Please print clearly or type.
2. If you need more space, use plain paper. Submit completed form with Bid response.
3. Answer all questions. Submission of a form with unanswered questions, incomplete or illegible answers may result in a finding that the Bidder is not a responsible Bidder.

(Bidder)

STATE OF _____ COUNTY OF _____

I state that I am _____ (title) of _____ (name of firm) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this Bid.

I State that:

1. The price(s) and amount of this Bid have been arrived at independently and without consultation, communication or agreement with any other Bidder, Bidder or potential Bidder, except as disclosed on the attached appendix.
2. That neither the price(s) nor the amount of this Bid, and neither the approximate price(s) nor approximate amount of this Bid, have been disclosed to any other firm or person who is a Bidder or potential Bidder, and they will not be disclosed before Bid opening.
3. No attempt has been made or will be made to induce any firm or person to refrain from offering on this contract, or to submit a Bid higher than this Bid, or to submit any intentionally high or noncompetitive Bid or other form of complementary Bid.
4. The Bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Bid.
5. _____ (name of firm), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to offering on any public contract, except as described in the attached appendix.
6. _____ (name of firm) understands and acknowledges that the above representations are material and important, and will be relied on by ECISO in awarding the Construction Purchase Order(s) for which this Bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the ECISO of the true facts relating to the submission of Bids for this contract.

Authorized Signature

Date

Subscribed and sworn to before me this _____ day of _____, 2017

Notary Public

My Commission expires _____

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**BIDDER RESPONSIBILITY FORM
(BIDDER'S QUALIFICATIONS AND FINANCIAL INFORMATION)
DECLARATION AND SIGNATURES**

The undersigned hereby declares that he or she is duly authorized to complete and submit this Bidder Responsibility Form and that the statements contained herein are true and correct as of the date set forth below. Incomplete, incorrect or misleading information will be reason for a determination by ECSO of Bidder non-responsibility.

Date:

By: _____ (Signature of authorized official)

Name: _____ (Please type or print)

Title: _____ (Please type or print)

For: _____ (Firm's name) (Please type or print)

REFERENCES AND RELIABILITY

Name _____

Business or Employer _____

Telephone _____ **Email** _____

Name _____

Business or Employer _____

Telephone _____ **Email** _____

Name _____

Business or Employer _____

Telephone _____ **Email** _____

Name _____

Business or Employer _____

Telephone _____ **Email** _____

Has your company ever been declared in breach of any contract for unperformed or defective work? _____

If "yes," explain _____

Has any employee or agent of your company ever been convicted of a criminal offense arising out of obtaining, attempting to obtain, or performing a public or private contract or subcontract? _____

If "yes," explain _____

Has any employee or agent of your company been convicted under state or federal law of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or any other offense indicating a lack of business integrity or business honesty? _____

If "yes," explain _____

Has your company or any employee or agent of your company been convicted under state or federal Antitrust laws?

_____ If "yes," explain _____

Has any Officer or Partner of your organization ever been an Officer or Partner of another Organization that failed to complete a contract? _____ If "yes," explain _____

FINANCIAL RESOURCES

Has your firm ever been at any time in the last ten years the debtor in a bankruptcy case? _____

If "yes," explain. _____

Does your firm have any outstanding judgments pending against it? _____ If "yes," explain _____

In the past ten years, has your firm been a party to litigation, arbitration or mediation where the amount in dispute exceeded \$25,000? _____ If "yes," explain. *(Include court, case number and party names.)* _____

In the past ten years, has your firm been a party to litigation, arbitration or mediation on a matter related to payment to suppliers or work performance on a contract? (Enter "yes" even if the matter proceeded to arbitration or mediation without court litigation) _____ If "yes," explain. *(Include court, case number and party names)* _____

Have you or any of your affiliates discontinued business operation with outstanding debts? _____

If "yes," explain. _____

SECTION 6
PROJECT GENERAL CONDITIONS

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PROJECT GENERAL CONDITIONS

6.1 INTRODUCTION: ECSO is upgrading its safety radio systems by adding and upgrading sites in Jackson County, Oregon. These emergency generators will be required for delivery between March 2023 and March 2024.

6.2 QUESTIONS: Questions relating to the bid document in general and/or materials in the Bid, the General Conditions and/or Specifications shall be addressed to:

Jody Hathaway

400 Pech Road

Central Point, OR 97502

541/774-5062

ECSOjody.hathaway@ecso911.com

6.3 SUPERSEDING EFFECT: The Construction Purchase Order supersedes all prior oral or written agreements, if any, between the Parties. All attachments hereto (if any) constitute the entire agreement between the Parties with respect to the Work to be performed under this Contract.

6.4 CONSIDERATION: The Bidder shall furnish all services, transportation and materials necessary to provide emergency generators as defined herein (the Work). The Bidder, in consideration of the sum of to be paid to the Bidder by ECSO in the manner and at the time provided, hereby agrees to perform all Work described and reasonably inferred from the Contract documents.

6.5 CONTRACT DATES: Generally, the contract dates will be March 2023 to March 2024 as outlined in the Construction Purchase Order. The Bidder agrees to complete the work within the number of calendar days as stipulated in the individual communication shelter release documents agreed to by Bidder and ECSO.

6.6 CONTRACT ADMINISTRATOR: ECSO representative, **Jody Hathaway, 541-774-5062, jody.hathaway@ecso911.com** is authorized in the administration of this Contract. The representative shall be the initial point of contact for all matters related to performance, payment, authorization and to carry out the responsibilities of ECSO.

6.7 INSURANCE. Before commencing work, Bidder shall procure and maintain insurance with an insurance carrier satisfactory to ECSO. Certificates of such insurance issued by the Bidder's insurance carrier shall be filed with ECSO before commencement of work. ECSO shall be named an additional named insured on auto and liability policies, such insurance shall be primary, and ECSO shall be provided a copy of the additional insured endorsement with the certificate of insurance:

- a. **COMMERCIAL GENERAL LIABILITY** to include premises operations, independent Vendors, products/completed operations, and blanket contractual: **\$1,000,000** Combined Single Limit Bodily Injury, Property Damage, and personal injury - any one occurrence and **\$1,000,000** in the aggregate.
- b. This insurance shall be considered as primary insurance and exclusive of any insurance carried by ECSO, and the insurance evidenced by the required certificates shall be exhausted first, notwithstanding the fact that ECSO may have other valid and collectible insurance covering the same risk.

6.8 INDEMNIFICATION AND HOLD HARMLESS. Except for claims arising out of acts caused by the sole negligence of ECSO or its employees, the Vendor agrees to indemnify and hold harmless ECSO and its board members, employees and agents, from acts or omissions of any nature whatsoever of the Vendor, its agents, servants and employees, causing injury to, or death of person(s) or damage to property during the term of this contract, and from any expense incident to the defense of ECSO there from. The Vendor agrees to indemnify and hold harmless ECSO and its board members, administrators, employees and agents harmless from and to defend it against, any and all claims arising from the purchase, installation, and/or use of the equipment, articles and/or materials which are the subject of this Contract.

6.9 INVOICING AND PAYMENT. Invoice(s) shall be issued for each communications shelter as mutually agreed upon or progress payment(s) as acceptable to ECSO through the end of the calendar month. Payment will be made within thirty (30) days after the acceptance of a proper invoice. Final payment shall be made upon completion

and acceptance of the work. ECSO will not pay any additional charges unless specifically agreed to in writing by ECSO. The Order number shall be indicated on all invoices and correspondences.

6.10 CHANGES. The terms and conditions contained in this Construction Purchase Order may not be added to, modified, superseded or otherwise altered except by a written modification signed by an authorized representative of ECSO and Vendor.

6.11 CLEAN UP. The Vendor shall keep the premises free from accumulation of waste materials rubbish caused by operations under this Order.

6.12 COMPLIANCE WITH GOVERNMENT LAWS

- a. Vendor shall comply with all federal, state and local laws, regulations, executive orders and ordinances as applicable. All laws, regulations and executive orders applicable to the Order are incorporated by reference where so required by law.
- b. Vendor expressly agrees to comply with: (i) Title VI and VII of Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended, and ORS 659.425; (iv) Executive Order 11246, as amended; (v) The Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vi) The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (vii) ORS Chapter 659, as amended; (viii) all regulations administrative rules established pursuant to the foregoing laws; (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and (x) all federal and state laws governing the handling, processing, packaging, storage, labeling, and delivery of food products, if applicable.
- c. Vendor shall comply with the provisions of ORS 279B.020 – Maximum hours of labor.
- d. Vendor shall be responsible for all federal or state taxes applicable to compensation or payments paid to Vendor under this Order. Vendor certifies that (i) it is not an employee of ECSO; (ii) if Vendor is currently performing work for ECSO or the federal government, Vendor's work to be performed under this Contract creates no potential or actual conflict of interest as defined by ORS 244.
- e. Vendor must certify compliance with the Oregon tax laws in accordance with ORS 305.385; and
- f. If the Vendor fails to comply ECSO shall have the right to terminate this Contract.

6.13 FAIR LABOR STANDARDS ACT. Vendor agrees that goods shipped to ECSO under this order will be produced in compliance with the Fair Labor Standards Act.

6.14 DRUG STATEMENT. The use of drugs, alcohol, or any tobacco products is prohibited on all ECSO property.

6.15 WARRANTY SPECIFICATIONS. Vendor expressly warrants for one year after acceptance that all labor, materials and articles covered by this order or other description or specification with such order, are free from defects in material and/or workmanship, and merchantable. Such warranty shall survive delivery, and shall not be deemed waived either by reason of ECSO's acceptance of the materials or articles or by payment for them. Defective work shall be corrected at the Vendor's expense. Any deviations from this order or specifications furnished hereunder, or any other exceptions or alterations must be approved in writing by an authorized representative of ECSO.

6.16 CANCELLATION. ECSO reserves the right to cancel all or any part of the undelivered portion of this order if Vendor does not make deliveries or complete work as specified, time being of the essence of this Contract, or if Vendor breaches any of the terms hereof including, without limitation, the warranties of Vendor.

6.17 INSPECTION AND ACCEPTANCE. All goods and services shall be received subject to ECSO's right of inspection and rejection. Defective goods or work or goods or work not in accordance with ECSO's specifications will be held for Vendor's instruction at Vendor's risk and if Vendor so directs, will be returned at Vendor's expense; If inspection discloses that part of the goods received are not in accordance with ECSO's specifications, ECSO shall have the right to cancel any unshipped portion of the order. Payment for goods on this order prior to inspection shall not constitute acceptance thereof and is without prejudice to any and all claims that ECSO may have against the Vendor.

- 6.18 PATENTS.** Vendor warrants the material purchased hereunder does not infringe any letters patent granted by the United States and covenants and agrees to save harmless and protect ECSO, its successors, assigns, customers, and users of its product, against any claim or demand based upon users of its product, against any claim or demand based upon such infringement, and after notice, to appear and defend at its own expense any suits at law or in equity arising there from.
- 6.19 INTERPRETATION OF CONTRACT AND ASSIGNMENTS.** This Order shall be construed according to the laws of the State of Oregon. This Order may not be assigned by Vendor without ECSO's written consent.
- 6.20 ACCEPTANCE.** Acceptance of this Order and Work must be strictly in accordance with the terms set forth herein. Any additional terms set forth in Vendor's acceptance shall be void.
- 6.21 PERMITS AND RESPONSIBILITIES.** Without additional expense to ECSO, the Vendor shall be responsible for obtaining and maintaining any necessary licenses and permits.
- 6.22 INDEPENDENT VENDOR.** The service or services to be performed under this Order are those of an independent Contractor as defined in ORS 670.600. Vendor represents and warrants that it is not an officer, employee or agent of ECSO.
- 6.23 PROTECTION OF PERSONS AND PROPERTY.** The Vendor shall be responsible for all aspects of safety and safety precautions and programs in connection with the Work.
- 6.24 SEVERABILITY.** If any provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.
- 6.25 SUBMITTALS:**
- a. General: Submit to Project Manager: shop Drawings; product data (Directly applicable manufacturer's catalog sheets, brochures, diagrams, schedules, performance charts, illustrations, and other standard descriptive data.); The Project Manager will review submittal for design concept and conformance with Contract Documents.
 - b. Substitutions: Submit to the Project Manager a complete summary of the deviation from the Contract Documents including Supplemental Drawings and supporting data necessary to fully describe. All costs of substitutions, including but not limited to testing, engineering, and construction will be at the expense of the Vendor. No deviations from the Contract documents are permitted without written approval from the Project Manager.
 - c. Construction Schedule: The Project Manager and Vendor shall develop an agreed upon construction schedule for each emergency generator in the form of a bar chart describing the anticipated flow of materials and labor for the work of this contract. Update monthly and insure that the Project Manager is fully informed in advance of any significant changes.
 - d. Manufacturer's Material Safety and Data Sheets (MSDS sheets): Provide information and instructions in conformance with current regulations.
- 6.26 PERFORMANCE OF WORK:**
- a. Supervision: The Vendor shall provide competent supervision of the work. A superintendent shall represent the Vendor continuously throughout the project and all communication with him shall be binding upon the Vendor.
 - b. Workmanship: Skilled, qualified persons fully experienced and familiar with the best current industry practices shall perform the Work.
 - c. Non-Conforming Work: Work not conforming to Contract documents, as enumerated herein, and not acceptable to the Project Manager shall be removed and replaced at the Vendor's expense. Execute cutting and patching of work as required to remove and replace defective work and work not conforming to Contract documents. Execute cutting, product removal and patching by methods which will prevent damage to other work, will provide proper surfaces to receive installation of repairs and comply with specified tolerances and finishes.
 - d. Repair of Damage: Repair damage, which occurs in connection with the Work of this Contract and restore finishes to specified or original condition.

6.27 EMERGENCY GENERATOR PROJECT CLOSEOUT:

- a. Procedure: In concert with the generator installation contractor, to be selected at a later date, submit a written certificate that the Contract documents have been reviewed, the individual emergency generator has been inspected, and that the Work on that emergency generator is completed, noting any exceptions.
- b. Instructional Walk-Through: Provide a walk-through for maintenance personnel for the purpose of familiarizing them with the generator and components.
- c. Work Not Completed: If the Project Manager determines that the work is not complete, he will notify the Vendor in writing, stating the reasons. The Vendor shall remedy the stated deficiencies. The Project Manager will re-inspect the work at the Vendor's request.
- d. Work Complete: If the Project Manager determines that the work is substantially complete in accordance with the Construction Purchase Order, he will provide a Certificate of Substantial Completion to the Vendor, taking note of any remaining uncompleted work and requesting Final Submittal.
- e. Punch list Inspections: The Project Manager will, at the request of the Vendor, make additional inspections until the terms of Final Acceptance and Final Payment are met.
- f. Final Cleaning: Remove grease, dust, dirt, stains, materials, residue, etc. from sight-exposed surfaces. Repair, patch, and touch-up marred surfaces. Maintain in cleaned condition until final acceptance.
- g. Final Submittal: Deliver Final Inspection, project record documents, guarantees, warranties, and certificates to the Project Manager upon completion of .
- h. Submit a certified copy of the Final Punch list from the Project Manager stating that each item has been completed to his satisfaction.

SECTION 7
PROJECT SPECIFICATIONS

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7.0 PROJECT SPECIFICATIONS EMERGENCY GENERATORS

PART 1 GENERAL

7.1 SUMMARY

A This section includes the following items from a single supplier:

1. Approximately 10 35KW minimum output at 120/240V 1Ø, propane fueled engine generator sets for backup ac power.
2. Weatherproof and sound damping enclosure except where the generators are placed within a structure
3. Controls, sensing, measuring, and management equipment and systems and related accessories as specified

B General Requirements

1. It is the intent of this specification to secure up to 10 (6 outdoor and 4 indoor) engine-driven generators and related mechanical, functional components, accessories and related equipment and software to make reliably operational that have been prototype tested, factory built, production-tested, and proven consistently reliable in use at Public Safety Emergency Communications Sites in varied geographic locations experiencing extreme weather variations year over year.
2. Any exceptions to these published requirements shall be subject to the approval of the Purchaser and submitted a minimum 10 days prior to the closing of the bid with a line-by-line summary description of all the items of compliance, any items that have been omitted or have been taken exception to, and a complete description of all deviations.
3. A requirement of this specification is to secure generator sets that have been tested during design verification, in production, and at actual installations under extreme and or sever environmental conditions. The generator sets will be a commercial design and will be complete with all the necessary equipment, documentation, software, provisioning and accessories for complete installation as shown herein. The equipment supplied shall meet the requirements of the National Electrical Code and 2014 Oregon Electrical Specialty Codes. Note: These generators will be installed in Essential Facilities.
4. All equipment shall be new and of current production and have a service and parts support life of a minimum of 20 years by a power system manufacturer of generators that can demonstrate a minimum of 10 years' experience in a directly related industrial, commercial and or Public Safety emergency power generation services. The manufacture shall be a supplier of complete and coordinated systems. There will be single-source responsibility for warranty, parts, and service through a factory-authorized representative with factory-trained technicians. Both Service Parts and Personnel must be stocked/staffed and supported from no more than 2 hours average drive time to or from the ECSO facility in Central Point, OR.

7.2 ADMINISTRATIVE REQUIREMENTS

- A Coordination – the selected vendor shall coordinate with the ECSO Project Manager for production and delivery of the generators.
- B Pre-installation Meeting – the selected vendor shall support the installation contractor to be selected later.
- C Scheduling – the selected vendor shall coordinate scheduling with the ECSO Project Manager.

7.3 SUBMITTALS

A Action Submittals

1. Product Data
 - a The submittal shall include production and product reliability and test certification and specification sheets showing all standard and optional accessories to be supplied; schematic wiring, mechanical drawings, diagrams, dimensional and foot print drawings, foundation, anchorage, and or seismic isolation/mounting systems, and interconnection diagrams identifying by terminal number each required interconnection between the generator set, the transfer switch, , SNMP interface requirements, Network/System Manager software/related interfaces, as defined elsewhere in these specifications.

2. Full set of mechanical, electrical, anchors and installation drawings and procedures.
3. Certificate of acceptance and performance testing from the factory for each generator delivered.

B Informational Submittal

1. Certificates

- a Generator have been designed and manufactured to operate under extreme environmental conditions including cold weather starts at as low as -40 o F.
- b The generator is tested and certified per the latest EPA, UL and IBC Seismic standards and is capable of meeting NFPA110 requirements.
- c The generator set shall be listed to UL 2200 or submitted to an independent third party certification process to verify compliance as installed.
- d Enclosure Design, where applicable – Enclosures shall aesthetically pleasing, corrosion resistant, secure from tampering and theft, and incorporate designs that emits a maximum sound pressure of 72 dB(A) at 23 feet (or 7 meters) in all directions of the cabinet. The generator set enclosure must can withstand a minimum 180 MPH wind loads in accordance with ASCE7-10. In addition, ice/snow loading up to 300 lbs. per square foot. All panels and doors must removable to provide easy access for service and maintenance.
- e The generator set shall be IBC Certified as meeting the required maximum seismic design acceleration level per the International Building Code 2006 and the 2014 Oregon Structural Specialty Code and the 2014 Oregon Electrical Specialty Code – specifically for Essential Buildings. The generator shall be analyzed or shake tested by a third party, accompanied by a Certificate of Compliance, and include a seismic label on the generator set (per Section 1702 of the IBC Code). Seismic certified generators shall be installed per the specific seismic instructions provided by the manufacturer.
- f The generator shall employ a flexible exercise mode that enables the generator to exercise at a time, frequency and duration that is aligned with ECSO needs - as little as 2 minutes and as much as every 6 months - reducing unnecessary fuel consumption, emissions and noise.
- g The generator shall be equipped with a self-contained electronic control and management system to provide end-to-end self-diagnostic and monitoring capabilities.
- h This system shall be manageable on site as well as interfaced to a remotely via a manufacturer provided and supported Network Monitoring (NM) and Management application. This NM application shall support SNMP protocols over IP networks. The electronic control system and management system shall provide support for total generator system integration/monitoring including but not limited to; automatic remote starting/stopping, precise frequency and voltage regulation, alarm and status message display, output metering, auto-shutdown at fault detection and NFPA 110 Level 1 compliance. The Network Monitoring and Management system shall have implemented and shall provide a Cloud Based solution that provides 24/7 remote access via the “Cloud” that allows monitoring and control by ECSO staff as well as manufacturers service personnel.
- i Network Monitoring and Management system shall support up to 50 generators attached via direct IP network or Cloud based interface.
- j Notifications shall utilize the following: SMTP (email), SMS (Text), and SNMP traps.
- k The Network Monitoring and Management system shall have a GUI interface that is intuitive and easy to use and identify faults and alarms at a glance.
- l The Network Monitoring and Management system shall be capable of storing Data and Event logs up to 1000 per generator monitored and create user-defined reports on each generator for but not limited to status, alarms, run time, battery voltage, generator voltage, current consumption (average/peak) diagnostic analysis and readiness, run time, fuel consumption, etc.

2. Test and Evaluation Reports

3. Manufacturer’s Instruction

C Closeout Submittal Post Installation

1. Federal, state and local DEQ/environmental close out
2. State and local Building codes and requirements close out

3. Maintenance Contracts
 4. Operation and Maintenance Data
 5. Warranty Documentation
 6. Drawing set including anchorages, and electrical and fuel connections
 7. Fully provisioned local alarms and management panel/display
 8. Fully interfaced Fuel tank monitoring and high low alarms
 9. Demonstration remote and manual starting and operational conformance to manufacturers published and agreed upon specifications.
 10. Record Documentation
 11. Software
 12. Network Monitoring and Management system fully operational on all provided and installed generators at one central location to be defined at a later date.
- D Maintenance Material Submittals
1. Provide two (2) copies of the following documents and manuals for the engine, the alternator, and the generator set:
 - a) Operation Manuals
 - b) Parts Catalogs
 - c) Wiring Diagrams.

7.4 Quality Assurance

- A Regulatory Agency
1. The generator set shall conform to the requirements of the following codes and standards:
 - a CSA C22.2, No. 14-M91 Industrial Control Equipment.
 - b EN50082-2, Electromagnetic Compatibility-Generic Immunity Requirements, Part 2: Industrial.
 - c EN55011, Limits and Methods of Measurement of Radio Interference Characteristics of Industrial, Scientific and Medical Equipment.
 - d IEC8528 part 4, Control Systems for Generator Sets.
 - e IEC Std 61000-2 and 61000-3 for susceptibility, 61000-6 radiated and conducted electromagnetic emissions.
 - f IEEE446 Recommended Practice for Emergency and Standby Power Systems for Commercial and Industrial Applications.
 - g NFPA 70, National Electrical Code, Equipment shall be suitable for use in systems in compliance to Article 700, 701, and 702.
 - h NFPA 110, Emergency and Standby Power Systems. The generator set shall meet all requirements for Level 1 systems. Level 1 prototype tests required by this standard shall have been performed on a complete and functional unit. Component level type tests will not substitute for this requirement.
 - i Oregon Structural Specialty Codes
 2. Qualifications
 - a The equipment shall be produced by a manufacturer who is ISO 9001 certified for the design, development, production and service of its complete product line.
 - b The power system shall be produced by a manufacturer who has produced this type of equipment for a period of at least 10 years and who maintains a service organization available twenty-four hours a day throughout the year.
 3. Manufactures
 - a The power system shall be furnished by a single manufacturer who shall be responsible for the design, coordination, and testing of the complete system.

- b Acceptable manufactures are: Kohler / Caterpillar / Cummins. Other vendors may apply for acceptance.

7.5 Delivery, Storage, and Handling

- A Delivery and Acceptance Requirements pricing shall include delivery to a single location in Jackson County Oregon.

7.6 Field or Site Conditions

- 1. Ambient Conditions
 - a Engine- generator set shall operate in the following conditions without any damage to the unit or its loads.
 - a Ambient Temperature: 0 °F to 100 °F
 - b Altitude: 200 ft to 5,000ft
 - c Relative Humidity: 95%

7.7 Warranty

- 1. Manufacture Warranty
 - a The generator set shall include a standard warranty covering two (2) years or 3,000 hours, whichever occurs first, to guarantee against defective material and workmanship in accordance with the manufacturer's published warranty from the date of initial startup.
 - b The generator set manufacturer and its distributor shall maintain a 24-hour parts and service organization for the proposed equipment and related systems, with no more than 2 hours response time for staff and parts to locations within the greater Medford, OR Metropolitan area. This organization shall regularly engage in maintenance contract programs to perform preventive maintenance and service on equipment like that specified. A service agreement shall be available and shall include system operation under simulated operating conditions; adjustment to the generator set, as required, and certification in the owner's maintenance log of repairs made and functional tests performed on all systems.

SECTION 8
AGREEMENT FORMS

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CONSTRUCTION PURCHASE ORDER

PURCHASE ORDER NUMBER: _____

PURCHASE ORDER DATE: _____

This Purchase Order (Order) is made between:

	ECSO 400 Pech Road Central Point Oregon 97222 Attention: Jody Hathaway
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In consideration of the mutual covenants, stipulations and agreements, the Parties hereto do Contract and acknowledge that they have read and understand this Purchase Order and agree to be bound by its terms and conditions:

SUPERSEDING EFFECT: This Construction Purchase Order supersedes all prior oral or written agreements, if any, between the Parties. All attachments hereto (if any) constitute the entire agreement between the Parties with respect to the Work to be performed under this Contract.

CONSIDERATION: The Vendor shall furnish all services and materials necessary to provide emergency generators (the Work). The Contractor, in consideration of the sum of \$ _____, to be paid to the Vendor by ECSO in the manner and at the time provided, hereby agrees to perform all Work described and reasonably inferred from the Contract documents.

CONTRACT DATES: PROJECT START DATE: Upon all signatures to this agreement COMPLETION DATE: _____

CONTRACT ADMINISTRATOR: ECSO representative, Jody Hathaway (541) 774-5062 jody.hathaway@ecso911.com is authorized in the administration of this Contract. The representative shall be the initial point of contact for all matters related to performance, payment, authorization and to carry out the responsibilities of ECSO.

INSURANCE. Before commencing work, Vendor shall procure and maintain insurance with an insurance carrier satisfactory to ECSO. Certificates of such insurance issued by the Vendor's insurance carrier shall be filed with ECSO before commencement of work. ECSO shall be named an additional named insured on auto and liability policies, such insurance shall be primary, and ECSO shall be provided a copy of the additional insured endorsement with the certificate of insurance:

- a. COMMERCIAL GENERAL LIABILITY to include premises operations, independent Vendors, products/completed operations, and blanket contractual: **\$1,000,000** Combined Single Limit Bodily Injury, Property Damage, and personal injury – any one occurrence and **\$1,000,000** in the aggregate.
- b. This insurance shall be considered as primary insurance and exclusive of any insurance carried by ECSO, and the insurance evidenced by the required certificates shall be exhausted first, notwithstanding the fact that ECSO may have other valid and collectible insurance covering the same risk.

INDEMNIFICATION AND HOLD HARMLESS. Except for claims arising out of acts caused by the sole negligence of ECSO or its employees, the Vendor agrees to indemnify and hold harmless ECSO and its board members, employees and agents, from acts or omissions of any nature whatsoever of the Vendor, its agents, servants and employees, causing injury to, or death of person(s) or damage to property during the term of this contract, and from any expense incident to the defense of ECSO there from. The Vendor agrees to indemnify and hold harmless ECSO and its board members, administrators, employees and agents harmless from and to defend it against, any and all claims arising from the purchase, installation, and/or use of the equipment, articles and/or materials which are the subject of this Contract.

INVOICING AND PAYMENT. Invoice(s) shall be issued for each Work segment as mutually agreed upon or progress payment(s) as acceptable to ECSO through the end of the calendar month. Payment will be made within thirty (30) days after the acceptance of a proper invoice. Final payment shall be made upon completion and acceptance of the work. ECSO will not pay any additional charges unless specifically agreed to in writing by ECSO. The Order number shall be indicated on all invoices and correspondences.

ECSO	
Signature Jody Hathaway, Representative	Signature Name & Title:
Date:	Phone/Fax:
	Date:
	Oregon Vendors License Number:
	Employer Identification Number

ECSO Construction Purchase Order Additional Terms and Conditions

CHANGES. The terms and conditions contained in this Purchase Order may not be added to, modified, superseded or otherwise altered except by a written modification signed by an authorized representative of ECSO and Vendor.

CLEAN UP. The Vendor shall keep the premises free from accumulation of waste materials rubbish caused by operations under this Order. At completion of the Work, the Vendor shall remove all tools, equipment and waste/surplus and clean all surfaces. If Vendor fails to perform this cleanup operation ECSO after 24-hour notice to the Vendor may perform this function with cost being borne by the Vendor and deduct from monies due.

COMPLIANCE WITH GOVERNMENT LAWS

- a. Vendor shall comply with all federal, state and local laws, regulations, executive orders and ordinances as applicable. All laws, regulations and executive orders applicable to the Order are incorporated by reference where so required by law.
- b. Vendor expressly agrees to comply with: (i) Title VI and VII of Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended, and ORS 659.425; (iv) Executive Order 11246, as amended; (v) The Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vi) The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (vii) ORS Chapter 659, as amended; (viii) all regulations administrative rules established pursuant to the foregoing laws; (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and (x) all federal and state laws governing the handling, processing, packaging, storage, labeling, and delivery of food products, if applicable.
- c. Vendor shall comply with the provisions of ORS 279B.020 – Maximum hours of labor.
- d. Vendor shall be responsible for all federal or state taxes applicable to compensation or payments paid to Vendor under this Order. Vendor certifies that (i) it is not an employee of ECSO; (ii) if Vendor is currently performing work for ECSO or the federal government, Vendor's work to be performed under this Contract creates no potential or actual conflict of interest as defined by ORS 244.
- e. Vendor must certify compliance with the Oregon tax laws in accordance with ORS 305.385; and
- f. If the Vendor fails to comply ECSO shall have the right to terminate this Contract.

FAIR LABOR STANDARDS ACT. Vendor agrees that goods shipped to ECSO under this order will be produced in compliance with the Fair Labor Standards Act.

DRUG STATEMENT. The use of drugs, alcohol, or any tobacco products is prohibited on all ECSO property.

WARRANTY SPECIFICATIONS. Vendor expressly warrants for one year after acceptance that all labor, materials and articles covered by this order or other description or specification with such order, are free from defects in material and/or workmanship, and merchantable. Such warranty shall survive delivery, and shall not be deemed waived either by reason of ECSO's acceptance of the materials or articles or by payment for them. Defective work shall be corrected at the Vendor's expense. Any deviations from this order or specifications furnished hereunder, or any other exceptions or alterations must be approved in writing by an authorized representative of ECSO.

CANCELLATION. ECSO reserves the right to cancel all or any part of the undelivered portion of this order if Vendor does not make deliveries or complete work as specified, time being of the essence of this Contract, or if Vendor breaches any of the terms hereof including, without limitation, the warranties of Vendor.

INSPECTION AND ACCEPTANCE. All goods and services shall be received subject to ECSO's right of inspection and rejection. Defective goods or work or goods or work not in accordance with ECSO's specifications will be held for Vendor's instruction at Vendor's risk and if Vendor so directs, will be returned at Vendor's expense; If inspection discloses that part of the goods received are not in accordance with ECSO's specifications, ECSO shall have the right to cancel any unshipped portion of the order. Payment for goods on this order prior to inspection shall not constitute acceptance thereof and is without prejudice to any and all claims that ECSO may have against the Vendor.

PATENTS. Vendor warrants the material purchased hereunder does not infringe any letters patent granted by the United States and covenants and agrees to save harmless and protect ECSO, its successors, assigns, customers, and users of Its product, against any claim or demand based upon users of its product, against any claim or demand based upon such Infringement, and after notice, to appear and defend at its own expense any suits at law or in equity arising there from.

INTERPRETATION OF CONTRACT AND ASSIGNMENTS. This Order shall be construed according to the laws of the State of Oregon. This Order may not be assigned by Vendor without ECSO's written consent.

ACCEPTANCE. Acceptance of this Order and Work must be strictly in accordance with the terms set forth herein. Any additional terms set forth in Vendor's acceptance shall be void.

PERMITS AND RESPONSIBILITIES. Without additional expense to ECSO, the Vendor shall be responsible for obtaining and maintaining any necessary licenses and permits.

INDEPENDENT VENDOR. The service or services to be performed under this Order are those of an independent Vendor as defined in ORS 670.600. Vendor represents and warrants that it is not an officer, employee or agent of ECSO.

PROTECTION OF PERSONS AND PROPERTY. The Vendor shall be responsible for all aspects of safety and safety precautions and programs in connection with the Work.

SEVERABILITY. If any provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.