



CITY OF ALBANY, OREGON

FIRE DEPARTMENT

Solicitation ITB#240615

Revised 06/26/2024

Invitation to Bid

FOR

Fire Training Tower

Issue Date: Monday, June 17, 2024

Due Date: Tuesday, July 9, 2024, 2:00 p.m. (Pacific Time)

Fire Chief **Chris LaBelle**
Division Chief **Scott Cowan**
Fire Business Manager **Rachel Bottemiller**
Contracts & Procurement Officer **Diane M. Murzynski, NIGP-CPP, CPPO, CPPB**

**For more information regarding this Invitation to Bid,
email contracts@albanyoregon.gov.**

CITY OF ALBANY, OREGON

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BIDDER'S SUBMITTAL CHECKLIST

Bids must be received by the time and date designated in the Invitation to Bid. It is the responsibility of the Bidder to email the Bid before the indicated deadline to the designated location. Bids received in the procurement email repository after the designated closing time will be determined late, nonresponsive and will not be accepted. The City is not responsible for late or mishandled delivery, equipment or software failure, internet, or website downtime, corrupt or unreadable data, or other technical issues that may cause delay or non-delivery of a Bid or inaccessibility of the submitted data.

If the Bidder obtains these documents by means of a website, electronic bulletin board, or copied from a plan center, it is the responsibility of the Bidder to check for addenda to this solicitation prior to bid opening. To be notified of addenda, Bidder may email contracts@albanyoregon.gov and request to be added to the Plan Holder's list.

All bids received electronically must be submitted in non-editable PDF format (no links) and must use City-provided forms, if applicable, without unauthorized alterations. The total size limit for each email submittal response must be less than 20 MB. An automated response should be generated back to the sender stating, "Proposal has been received by the City." If you do not receive a notification, you may contact Diane Murzynski at contracts@albanyoregon.gov or 541-791-0210

Proposer is responsible for ensuring it has the technical capability to submit its Proposal via electronic submission. Proposer shall be solely responsible for ensuring timely submission of the Proposal and is highly encouraged to prepare and allow for sufficient time to familiarize itself with the electronic submission requirements and to address any technical or data issues prior to the Proposal due date.

The following should be received to be considered responsive:

- Signed Proposal Certification (*two pages*) – *with all applicable blanks completed*
- Completed Schedule of Contract Prices – *signed by an authorized representative of the company who can "execute bids"*
- Bid Bond – *using City-provided Bid Bond form with no alterations*
- Employee Drug and Alcohol Testing Program Certification form
- Pay Equity Training Certificate (*Applicable if greater than \$500,000 and 50 or more employees*)
- Addenda Acknowledgement (*acknowledge on Proposal if addenda have been issued*)
- Evidence of Insurance

Submitted within two hours after bid closing time (required under ORS 279C.370):

- First-Tier Subcontractor Disclosure form – signed and if "none" indicate as such

Other than what is listed above, it is not necessary to submit any additional pages with the bid.



CITY OF ALBANY, OREGON INVITATION TO BID (ITB)

Fire Training Tower

Bids Due by 2:00 p.m. (Pacific Time), Tuesday, July 9, 2024

The City of Albany (City), Oregon, is requesting bids from Vendors to provide a prefabricated training tower, including delivery and tower installation, for the Albany Fire Department.

An **Optional Pre-bid Meeting** will be held virtually and hosted in GoToMeeting on Wednesday, June 26, 2024, 10:00 a.m.-11:00 a.m., Pacific Time. Contractors are encouraged to attend. Interested parties may participate at the following link: <https://global.gotomeeting.com/join/623409989>, or use their phones (1-571-317-3122, access code 623-409-989).

The Invitation to Bid can be downloaded from the City of Albany website at <https://www.albanyoregon.com/bids>. The City will post all addenda on the City's website. Prospective bidders are solely responsible for checking the website to determine if addenda or clarifications have been issued. For questions or clarifications regarding this ITB, contact contracts@albanyoregon.gov. To be added to the interested Bidders list, contact the City at contracts@albanyoregon.gov.

This contract is for a public work subject to ORS 279C.800 to 279C.870 and the Davis-Bacon Act (40 U.S.C. 3141 et seq). The Bidder must agree that the requirements and conditions of employment be observed, and the minimum rates as established by the U.S. Secretary of Labor or the Oregon Bureau of Labor and Industries, including any appropriate amendments. **The contractor shall pay the state or federal prevailing wage, whichever is higher, and adhere to the most stringent requirements under this contract.**

Time is of the essence to acquire a qualified vendor to provide the required product within the timeline required by the City. Bid responses must be submitted to Diane Murzynski, in the Finance Department, at procurement@albanyoregon.gov, not later than 2:00 p.m. (Pacific Time), Tuesday, July 9, 2024, or any extension of time made by addendum. Submittals will be considered time-stamped and received by the City when received in the procurement email inbox. The email subject line should include the project name "Fire Training Tower". Bids received after the closing date and time will not be opened or reviewed. Bid totals will be posted on the City's website.

The body of the email should plainly identify (1) the project name, (2) the bid opening time and date, (3) the bidder's name. Immediately following the filing deadline, the bids will be opened and publicly read using a virtual hosted meeting, <https://global.gotomeeting.com/join/623409989>. Interested parties may dial in using their phones (1-571-317-3122, access code 623-409-989). Bid totals will be posted on the City's website at <https://albanyoregon.gov/bids>.

The City may reject any bid not in compliance with all prescribed solicitation procedures and requirements and other applicable law and may reject any or all bids in whole or in part when the cancellation or rejection is in the best interest of the City, and at no cost to the City.

DATED THIS 17TH DAY OF JUNE 2024.

A handwritten signature in cursive script that reads "Diane M. Murzynski".

Diane M. Murzynski, NIGP-CPP, CPPO, CPPB

Contracts and Procurement Officer

PUBLISH: Daily Journal of Commerce, on Monday, June 17, 2024

City of Albany Website, on Monday, June 17, 2024

SECTION 1 – INSTRUCTIONS TO BIDDERS

1.1. CITY BACKGROUND INFORMATION

The City of Albany is a municipal governmental entity providing a full range of services, including public transit; police and fire police protection; land use planning; sewer services; water services; construction and maintenance of streets, and infrastructure; recreational activities, and cultural events. The City of Albany, with a population of 54,935, is the eleventh largest City in Oregon. Located at the confluence of the Willamette and Calapooia Rivers, the city of Albany lies within both Benton and Linn counties. Albany is the largest city in Linn County and serves as the county seat. Albany is also the second largest city in Benton County. From its river town beginnings, Albany has grown south and east with the railroads, state highways and Interstate 5 and across the Willamette into the farms and wooded hillsides of North Albany.

Albany operates under a home-rule charter in a council-manager form of government. Albany is led by an elected, non-partisan seven-member council. The council consists of the mayor and six council members. The mayor is elected at-large every two years; councilors are elected for overlapping four-year terms within three city wards. The city manager serves at the pleasure of the council. The council meets on the 2nd and 4th Wednesdays of each month and conducts work sessions the Monday prior to regularly scheduled Wednesday meetings (with some exceptions). The city council acts as the local contract review board for the City.

Albany employs approximately 427.40 FTE employees and up to an additional 100 temporary employees seasonally. Employees work in one of nine departments. The departments include Police, Fire, Parks & Recreation, Library, Human Resources, Finance, Information Technology, Public Works Engineering & Operations, and Community Development.

More information about the City is available at: <https://albanyoregon.gov>.

1.2. CHANGES TO THE SOLICITATION BY ADDENDA

The City of Albany reserves the right to make changes to the ITB by written addenda. Prospective Bidders are solely responsible for checking the website to determine whether any addenda have been issued. A Prospective Bidder may request a change in the ITB by submitting a written request to the address set forth above. The request must specify the provision of the ITB in question and contain an explanation for the requested change.

The Contracts and Procurement Officer will evaluate any request submitted but reserves the right to determine whether to accept the requested change. If in the Contracts and Procurement Officer's opinion, additional information or interpretation is necessary; such information will be supplied in the form of an addendum as stated above. Any addenda shall have the same binding effect as though contained in the main body of the ITB. Oral instructions or information concerning the scope of work of the project given out by City of Albany managers, employees, or agents to the prospective Bidders shall not bind the City of Albany.

1. All addenda, clarification, and interpretations will be posted on the City of Albany's website at <https://albanyoregon.gov/bids>.
2. No addenda will be issued later than the date set in the ITB Schedule, except an addendum, if necessary, postponing the date for receipt of bids, withdrawing the invitation, modifying elements of the bid resulting from a delayed process, or requesting additional information, clarification.

3. Each Bidder shall ascertain, prior to submitting a bid, that the Bidder has received all addenda issued, and receipt of each addendum shall be acknowledged on the Proposal Certification form.

1.3. TRADE SECRETS AND PUBLIC RECORDS LAW

All information submitted by Proposers will be public record, and the City of Albany will make available to any person requesting information through the City of Albany's processes for disclosure of public records, any and all information submitted and subject to disclosure, pursuant to the Federal Freedom of Information Act (FOIA) and the Oregon Public Records Act, ORS 192, except such portions of the proposals for which Proposer requests exception from disclosure consistent with Oregon law, ORS 192.345, and specifically marked "proprietary" or "confidential". All requests will be in writing, noting specifically which portion of the proposal the Proposer requests exception from disclosure.

Proposer must not copyright, or cause to be copyrighted, any portion of any said document submitted to the City of Albany as a result of this RFP. Proposer should not mark the whole proposal document "confidential". If a proposal contains any information that is considered a trade secret under ORS 192.345(2). Proposers must mark each sheet of such information with the following legend: "This data constitutes a trade secret under ORS 192.345(2) and will not be disclosed except in accordance with the Oregon Public Records Law." Any proposal marked as a trade secret in its entirety will be considered nonresponsive.

1.4. CANCELLATION

ORS 279B.100 provides for cancellation, rejection, or delay of bids when the cancellation or rejection is in the best interest of the city as determined by the city. The City of Albany reserves the right to cancel award of this contract at any time before execution of the contract by both parties if cancellation is deemed to be in the City of Albany's best interest. In no event shall the City of Albany have any liability for the cancellation of award.

1.5. COMPETITION

Bidders are encouraged to comment, either with their bids or at any other time, in writing, on any specification or requirement within this ITB, which the respondent believes will inordinately limit competition.

CONDITIONS OF SUBMITTAL

1. The Bidder and each person signing on behalf of any Bidder certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no elected official, officer, employee, or person, whose salary is payable in whole or in part by the City of Albany, has a direct or indirect financial interest in the bid, or in the services to which it relates, or in any of the profits thereof other than as fully described in the Bidder's response to this solicitation.
2. The Bidder has examined all parts of the ITB, including all requirements and contract terms and conditions thereof, and, if its bid is accepted, the Bidder shall accept the contract documents thereto unless substantive changes are made in same without the approval of the Bidder.

3. The Bidder, if an individual, is of lawful age; is the only one interested in this bid; and that no person, firm, or corporation, other than that named, has any interest in the bid, or in the proposed contract.
4. The Bidder has examined the scope of services and conditions thoroughly and can provide the appropriate insurance, deposits, and bonds, as set forth in this ITB, if required.
5. The Bidder has demonstrated quality experience providing the required goods and services.
6. The Bidder will comply fully with the scope of services for the agreed contract.
7. The Bidder can meet any and all registration and certification requirements as set forth and required in the Oregon Revised Statutes and this ITB.

1.6 BIDDER REQUESTS INTERPRETATION OF ITB DOCUMENTS

1. Bidders shall promptly notify the City of Albany of any ambiguity, inconsistency, or error, which they may discover upon examination of the bid documents.
2. Bidders requiring clarification or interpretation of the bid documents shall make a written request to the Contracts and Procurement Officer at contracts@albanyoregon.gov.
3. The City of Albany shall make interpretations, corrections, or changes of the bid documents in writing by published addenda. Interpretations, corrections, or changes of the bid documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections, and changes.
4. Should any doubt or difference of opinion arise between the City of Albany and a Bidder as to the items to be furnished hereunder or the interpretation of the provisions of this solicitation, the decision of the City of Albany shall be final and binding upon all parties.
5. To the maximum extent allowed by law, the City may waive bid irregularities or strict compliance with any requirement herein if it concludes such action to be in its best interest.

1.7 LATE BIDS, LATE WITHDRAWALS AND LATE MODIFICATIONS

Bids received after the scheduled closing time for filing bids, as set forth in the Invitation to Bid will be rejected and will not be opened. A Bidder's requests for modification of a bid, or withdrawal of a bid, received after closing date and time is late. The City shall not consider late bids, late requests for modifications or late withdrawals.

1.8 MODIFICATION OR WITHDRAWAL OF BID

A Bidder may modify their bid, in writing, prior to closing date and time. The Bidder shall initial and submit any correction or erasure to its bid prior to the opening, in accordance with the instructions for submitting a bid set forth in this solicitation document. Any modification must include the Bidder's statement that the modification amends and supersedes the Bidder's prior bid. The Bidder shall mark the submitted modification with the following: (1) Bid Modification, and (2) Project Name.

A Bidder may withdraw their bid, by written notice submitted on the Bidder's letterhead, signed by the Bidder's authorized representative, delivered to the individual and location specified in this solicitation document for the receipt of bids. To be effective, the withdrawal must be received prior

to closing date and time. The Bidder or Bidder's authorized representative may withdraw a bid by appearing in person before the Procurement Coordinator prior to closing date and time, with presentation of appropriate identification and evidence of authority to make the withdrawal satisfactory to the Procurement Coordinator. The Bidder shall mark a written request to withdraw a bid as follows: (1) Bid Withdrawal, and (2) Project Name. The City may return the unopened bid that has been withdrawn to the Bidder or the Bidder's authorized representative, after voiding any date and time stamp mark.

1.9 REJECTION OF BIDS

The City of Albany reserves the right to reject any or all bids received as a result of this request. Bids may be rejected for one or more of the following reasons, including but not limited to:

1. Failure of the Bidder to adhere to one or more of the provisions established in this ITB.
2. Failure of the Bidder to submit a bid in the format specified herein.
3. Failure of the Bidder to submit a bid within the time requirements established herein.
4. Failure of the Bidder to adhere to ethical and professional standards before, during, or following the bid process.
5. Failure of the Bidder to submit a bid in compliance with the product specifications, functionality, or design specification requirements.

The City of Albany may reject any bid not in compliance with all prescribed public procurement procedures and requirements and may reject for good cause any or all bids upon a finding of the City of Albany that it is in the public interest to do so.

1.10 ALTERNATE BIDS

Bids which contain conditions which will alter or modify the bid form, specifications, or other bid documents shall not be considered as responsive bids and are unacceptable.

1.11 FEDERAL EXCISE TAXES

Prices bid shall exclude federal excise taxes from which municipal agencies are exempt.

1.12 DURATION OF BID AND PRICE ESCALATION

Bid prices, terms and conditions shall be firm for a period of at least one hundred twenty (120) days from the deadline for receipt of submittal. The successful bid shall not be subject to future price escalation or changes of terms if accepted during the one hundred twenty (120) day period. Price decreases or changes in terms by others after the acceptance of a bid will not be considered.

1.13 AFFIRMATIVE ACTION

By submitting a bid, the Bidder agrees to comply with the Fair Labor Standard Act (FLSA), Title VII of the Civil Rights Act of 1964, Executive Order 11246 (as amended), Fair Employment Practices, Equal Employment Opportunity Act, Section 503 of the Rehabilitation Act of 1973, as amended; Vietnam Era Veterans' Readjustment Assistance Act of 1974; Americans with Disabilities Act; Age Discrimination in Employment Act of 1967 (ADEA); Oregon Revised Statutes (ORS); and all applicable requirements of federal, state and local civil rights and rehabilitation statutes, rules and regulations if awarded a contract by the City.

1.14 SUBCONTRACTS AND PROCUREMENT OF MATERIALS AND EQUIPMENT

In all solicitations by competitive bidding or proposals for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the successful bidder of the successful bidder's obligations under this contract, Title VII of the Civil Rights Act of 1964, and other federal nondiscrimination laws.

1.15 CERTIFICATION OFFICE FOR BUSINESS INCLUSION AND DIVERSITY (COBID)

The Oregon Business Development Department, through the Certification Office for Business Inclusion and Diversity, is the sole agency that may certify enterprises and businesses as disadvantaged business enterprises, minority-owned businesses, woman-owned businesses, businesses that service-disabled veterans own and emerging small businesses that are eligible to perform public contracts in this state. Bidder agrees not to discriminate against a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns, or an emerging small business enterprise certified under ORS 200.055 in awarding subcontracts as required by ORS 279A.110. A list of state certified DBE contractors is available at <https://www.oregon.gov/biz/programs/cobid/pages/default.aspx> and from the City's website at <https://albanyoregon.gov/bids>. Bidders must consider MWESB vendors for subcontracting opportunities.

If the contract is awarded on the basis of Contractor's certification as a Disadvantaged Business Enterprise (DBE), Minority/Women-owned Business Enterprise (MWBE), Service-disabled Veteran, and Emerging Small Business (ESB) certifications (collectively known as MWESBs), Contractor must remain certified during the entire term of the contract. Contractors must include a similar provision in any subcontracts for the project.

1.16 PAY EQUITY COMPLIANCE

As required by ORS 279B.235, Contractor must comply with ORS 652.220 and shall not unlawfully discriminate against any of Contractor's employees in the payment of wages or other compensation for work of comparable character based on an employee's membership in a protected class. "Protected class" means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability, or age. Contractor's compliance with this section constitutes a material element of this Contract and a failure to comply constitutes a breach that entitles the City to terminate this Contract for cause.

Contractor may not prohibit any of Contractor's employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person. Contractor may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits, or other compensation with another employee or another person.

If the contract is valued at \$500,000 or more and the Bidder has 50 or more employees, then the Bidder is required to complete Pay Equity Training through the State of Oregon's DAS, at <https://www.oregon.gov/das/Procurement/Pages/PayEquity.aspx>, and must certify they have taken the training and provide a certificate as evidence before awarded a contract by the City.

1.17 COST OF ITB AND ASSOCIATED RESPONSES

This ITB does not commit the City of Albany to pay any costs incurred by any Bidder in the submission or presentation of a Bid, or in making the necessary studies for the preparation thereof. Responses to this solicitation are purely voluntary. Bidders shall not include any such expenses as part of their Proposal.

1.18 SOLICITATION PROTESTS

A protest of any provision in this ITB solicitation must be made in writing and emailed to Diane Murzynski, CPPO, Contracts and Procurement Officer, at procurement@albanyoregon.gov no later than the date listed in the ITB Schedule. Submittals will be reviewed upon receipt and will be answered in writing. Any protest must address the requirement, provision or feature of this ITB or its attachments, that the potential Bidder believes is ambiguous, unclear, unfair, contrary to law or likely to limit competition. Such submittals will be reviewed upon receipt and will be answered in writing.

In addition to the information required by ORS 279B.405(4), a prospective Bidder's written protest must include a statement of the desired changes to the procurement process or the solicitation document that the prospective Bidder believes will remedy the conditions upon which the prospective Bidder based its protest. No such protests or requests will be considered if received after the deadline or requests are incomplete. No oral, telegraphic, telephone protests or requests will be accepted.

1.19 BID DISCREPANCIES

Discrepancies between the multiplication of units in work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Unless otherwise specified, Bidders shall bid on all bid items included in this solicitation document and the low Bidder shall be determined as noted in the Award Section. Except as provided herein, bids which are incomplete, fail to reply to all items required in this solicitation document, or found to be in error after clarification has been requested and before contract execution, will be rejected.

1.20 IDENTICAL BIDS

If the City receives Bids identical in price, fitness, availability, and quality and chooses to award a contract, the City shall award the contract in accordance with ORS 279A.120 and OAR 137-046-0300. Tiebreaker preference for identical offers is awarded on the following order of precedence: 1) Goods and services manufactured, produced or to be performed in Oregon, and 2) Drawing lots among the identical Offers. The City shall provide the Bidders who submitted the identical bids notice of the date, time, and location of the drawing of lots and an opportunity for the Bids to be present when the lots are drawn.

1.21 COMPLIANCE WITH STATE OF OREGON LAWS

By submitting a response to this solicitation, Bidder agrees that any terms and conditions stated within any Agreement awarded as a result of this solicitation shall include the following laws of the State of Oregon and are hereby incorporated by reference into the Agreement: ORS 279B.220 (Payment, contributions, liens, and withholding), ORS 279B.225 (Salvaging, recycling, composting or mulching yard waste material, if applicable), ORS 279B.230 (Payment for medical care and workers' compensation), and ORS 279B.235 (Hours of labor).

1.22 SAFETY DATA SHEETS (SDS)

Bidder shall furnish Safety Data Sheets per OAR 437, Division 155, for all materials, if applicable, furnished to the City.

1.23 PROTEST OF AWARD OF CONTRACT

A bidder may protest the award of a contract or the intent to award such a contract, whichever

occurs first, if the following conditions are satisfied: (1) The bidder must be adversely affected because the bidder would be eligible to be awarded the contract in the event the protest is successful; (2) The reason for the protest is that all the lower bids, or higher-ranked bids are nonresponsive; (3) The City has failed to conduct the bid process in accordance with the criteria or processes described in the solicitation document and the specific criteria and process being protested must be included; (4) The City has abused its discretion in rejecting the protestor's bid as nonresponsive; (5) The City's evaluation of the bids or the subsequent determination of award is otherwise in violation of ORS 279A or 279B.

Written protests must be delivered to the Contracts and Procurement Officer at procurement@albanyoregon.gov, within seven (7) days after issuance of the notice of intent to award the contract, or if no notice of intent to award is issued, within forty-eight hours after award. The written protest must specify the grounds for protest, must be received by the deadline provided in the notice of intent to award, and must be complete meeting all conditions addressed above, to be considered by the City, pursuant to ORS 279B.410(2). City will not consider a protest of contract award that is incomplete and submitted after the above timeline.

1.24 NONAPPROPRIATION

The City's obligation to award this bid is contingent upon appropriation or approval of funds.

1.25 AGREEMENT

The successful Bidder will be required to sign an agreement to deliver to the City at the prices bid, providing the product specifications and conditions set forth herein, or an agreed upon statement of work, if applicable. It is the City's intent to award an agreement in substantially the form of the agreement attached to this bid document. Bidders may submit an alternative agreement for City's review. The City, at its sole determination, may approve the Bidder's agreement as is, require modifications, or reject the Bidder's agreement and require the City's agreement be executed for the purpose of this bid.

1.26 NOTICE TO PROCEED

Work under the Agreement may not begin until the Notice to Proceed has been issued. The City will issue the Notice to Proceed after execution of the contract. The Notice to Proceed will state the date work under the Agreement will begin.

1.27 RECIPROCAL PREFERENCE LAW

Oregon's reciprocal preference law, ORS 279A.125, requires public contracting agencies, in determining the lowest responsible Bidder, to add a percent increase to each out-of-state Bidder's bid price which is equal to the percent of preference given to local Bidders in the Bidder's home state. The list prepared and maintained by the Oregon Department of Administrative Services pursuant to ORS 279A.120(4) will be used to determine whether the nonresident Bidder's state gives preference to in-state Bidders and the amount of such preference. For details, check Oregon's Reciprocal Preference Law website at: <https://www.naspo.org/reciprocity1>. Bidders in need of assistance in the application of this law should contact the State Procurement Office: State of Oregon, Department of Administrative Services, State Procurement Office, 1225 Ferry Street SE, U-140, Salem, OR 97301-4285. Phone: 503-378-4642.

1.28 INVOICES

All invoices must be submitted in writing and given by mail or email to:

City of Albany

Attn: Accounts Payable

P.O. Box 490, Albany, Oregon 97321

accountspayable@albanyoregon.gov

And when so addressed, will be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, bills will be deemed given at the time of actual delivery.

SECTION 2 – SCOPE OF WORK

2.1 PROJECT AND SERVICE DESCRIPTION

Albany Fire Department is requesting bids for a prefabricated training building constructed of seven (7) cargo containers. The main portion of the building should be constructed using steel cargo containers measuring 40 feet in length, 8 feet in width, and 8 feet 6 inches in height. The configuration of all the cargo boxes will be a three-tiered stairstep-shape building, with one additional smaller box on top of the third level.

The configuration of the building will be the base (level 1) with three parallel cargo containers providing a footprint of 40 feet long, 24 feet wide. The second level will have two parallel containers stacked on top of the base. The third level will have one box on top of the second level. For the fourth and final level, a smaller steel box measuring 20 feet long, 8 feet wide, and 8 feet 6 inches tall will be stacked on top of the third level box. The building will have interior and exterior stairwells with windows and access doors on each level. The building may include additional training structures such as ventilation prop, a wall breach, moveable wall maze, anchor points, and standpipe prop. The building will meet OSHA safety standards for falls, trips, and slip protection. The building will meet City and State development and building codes.

The Contractor shall provide an installer that is certified by the Contractor to install the product, LIST qualifications required if applicable. All deliveries must comply with F.O.B. Destination – Albany, Oregon.

For any confined space entry, Contractor must comply with Oregon OSHA 1910.146, Permit-required Confined Spaces.

The City shall provide:

1. A representative at AFD that is familiar with the project and will coordinate and oversee the project.
2. Direct coordination between City and Contractor for planning and execution of the project installation.
3. Work permits, if applicable.
4. A disposal site and any costs associated with installation or debris disposal.

The project is advertised with a Base Bid Schedule of Contract Prices and Additive Schedule of Contract Prices.

2.2 SPECIFIC PROJECT LOCATION AND SITE CONDITIONS

The location of the training building is 120 34th Ave. SE, Albany, OR 97321. Installation will occur behind fire station 12 at this location. See Location Map where the training tower will be installed, Appendix A. The location of the building will be prepared with concrete footings. There are no overhead wires. Access is via one main driveway off 34th Ave. SW that can accommodate a 14-foot-wide vehicle. There is adequate space for materials and staging. See site map with dimensions, Appendix A.

2.3 AWARD OF CONTRACT

The Contract, if awarded, will be awarded to the lowest responsive, responsible bidder based on the lowest total Base Schedule bid amount or total combination of Base Schedule bid and any additive bid schedules, as determined by the City of Albany.

The City reserves the right to postpone the acceptance of the proposal and the award of the contract to a responsible bidder, to postpone the acceptance of the proposal and the award of the contract for a period not to exceed one-hundred-twenty (120) calendar days, or to reject any and all proposals received and further advertise the project for bids. The City may reject any bids not in compliance with all prescribed public contracting procedures and requirements, including the requirement to demonstrate the bidder's responsibility under ORS 279C.375(3)(b), and may reject for good cause any or all bids upon a finding of the City it is in the public interest to do so.

2.4 QUALITY

The product provided under the terms of this contract must be of sufficient quality, when delivered, as to be suitable for the purpose or use for which they are being purchased. A prefabricated training tower found to be unsuitable for its intended purpose as a result of lack of quality, or premature deterioration of product quality, shall be returned to the Contractor at no cost to the City. If an item provided to the City is used for its intended purpose and its lack of adequate quality results in operating problems, the cost of remedying the problems shall be borne by the successful Bidder.

2.5 DELIVERY AND INSTALLATION

Delivery will be made to the City of Albany Fire Station 12, 120 34th Ave. SE, Albany, OR 97321, between the hours of 7:00 a.m. to 5:00 p.m. as directed by the Contract Representative. The successful bidder must be aware of site constraints and deliver materials only in equipment that is compatible with the access conditions. Compressors, blowers, pumps, or other auxiliary equipment needed to off-load bulk materials must be provided by the carrier and must be equipped with mufflers or other noise suppression. Should the successful bidder require a third-party delivery service, the supplier is required to convey to the third-party delivery service applicable delivery instructions, including site restrictions, unloading requirements and delivery date required.

Should the shipping agent be unable to fulfill the obligation, Contractor shall coordinate and schedule shipment with an alternate freight carrier and pay for any additional cost incurred.

Contractor shall have 30 days to install the training tower after delivery. The ultimate completion date is December 31, 2025. Liquidated damages may be imposed if product delivery and installation is not completed by the ultimate completion date. Damages may be assessed at \$600 per day after the ultimate completion date.

City will hold a Kickoff Meeting with the successful Bidder to generate a timeline for build and installation, discuss key performance indicators, dates and the proposed delivery schedule for specific performance.

The contract resulting from the bid process is a fixed price contract with no cost escalation clause. Contractor is required to build, deliver and install the product in accordance with the agreed upon timeline. Should a disruption in the materials supply chain, delivery process, or installation occur, Contractor will be responsible for obtaining an alternate source of supply at Contractor's cost. If Contractor is unable to obtain an alternate source and the City must acquire the source supplier,

the City may bill the Contractor for any additional increase in cost incurred.

2.6 PROJECT PROGRESS REPORTS & COMMUNICATION OF CONTRACT PERFORMANCE

Contractor shall provide progress reports monthly during fabrication and weekly during installation to the City in writing for compliance with the agreed upon project timeline, ensure milestones are met timely, and demonstrate progressive performance towards project completion. City may request ad hoc meetings if virtual meetings are needed. City may conduct an unscheduled review of the training tower build at Contractor's site location at any time during the tower build.

2.7 WORK PERFORMED BY CITY AND OTHERS

The selected Contractor will coordinate with the City to implement the Project Schedule. Any specific duties the City will perform for the project shall be identified by the Contractor at the Kickoff Meeting. Installation should reflect a coordinated approach and Contractor should specify the type and level of support anticipated from City staff. At all times, the City will do its utmost to provide timely responses regarding all project issues and questions that might arise.

2.8 INCREASE OR DECREASE IN SERVICES

The City shall have the option to increase or decrease services and may request Contractor to provide additional work for the City. All change orders to the contract will be negotiated, in the form of an amendment to the contract, and mutually agreed upon. The amendment will represent a proportional adjustment to the contract price resulting from the increase or decrease in the scope of work. The amendment shall be executed by both parties.

2.9 CITY REPRESENTATIVE OR CONTRACT ADMINISTRATOR

The City Representative or designee shall have full authority to act on behalf of the City with respect to administration of the provisions of this contract, including the authority to stop the work whenever such stoppage may be necessary to ensure the proper execution of the contract. The representative or designee shall also have authority to reject all work that does not conform to the contract documents. The City Representative will be Scott Cowan, Division Chief, scott.cowan@albanyoregon.gov.

The City Representative shall observe, monitor, and inspect the work to the extent required to determine the provisions of the contract documents are being properly fulfilled. The inspection of the work completed shall not relieve the contractor of his/her obligation to perform acceptable work in conformance with these contract documents.

2.10 INDEPENDENT CONTRACTOR (ORS 670.600)

The Contractor shall provide all labor, equipment, material, and supervision necessary to perform the scope of services described in this ITB. The parties intend that contractor, in performing the services specified in this contract, shall act as an independent contractor, and shall have control of the work and the manner in which it is performed. Contractor is not considered an agent or employee of the City of Albany and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits the City of Albany provides its employees.

2.11 CITY INSPECTION OF SERVICES

All services, which include services performed, materials furnished or utilized in the performance of service, and workmanship in the performance of services, shall be subject to inspection by the

City, at all times and all locations during the term of the contract. All inspections by the City shall be made in such a manner as not to unduly delay the work by the Contractor.

2.12 CONTRACTOR'S EMPLOYEES

All personnel employed by the Contractor shall be courteous to the public. The City and the Contractor will promptly notify the other of any complaints received within 24 hours. The Contractor will utilize employees who can perform the work described in the scope of services in the ITB.

Contractor's employees shall wear an easily identifiable badge with photo attached clearly visible for the public to read or provide identification, so individual is readily identifiable as an employee of the Contractor and shall not represent to anyone they are an employee of the City. Contractor must agree to follow all City required Oregon Health Authority and OSHA requirements.

2.13 ROYALTIES AND PATENTS

The Successful Bidder shall pay all royalty and license fees and shall defend all suits or claims for infringement of any patent and shall hold the City harmless from loss of account thereof.

SECTION 3 – STATE AND FEDERAL CONTRACTING LAW

3.1 PREVAILING WAGES

Contractor must comply with all of the provisions required by ORS 279C.800 through ORS 279C.870 relating to the payment of prevailing wage rates for work performed under the Contract with the City of Albany.

Each worker in each trade or occupation employed in the performance of this contract either by Contractor, subcontractor, or other person doing or contracting to do, or contracting for the whole or any part of the work on this contract, must be paid not less than the applicable state prevailing rate of wage, or the applicable federal prevailing rate of wage, whichever is higher.

Oregon law requires that the higher of the state prevailing wage rates (PWR) or federal Davis-Bacon rates be paid to workers on projects subject to both the state PWR law and federal Davis-Bacon Act.

Fire Training Tower Installation DOES use federal funds,

Each year the Oregon Bureau of Labor and Industries (BOLI) publishes rates and amendments that are available by calling 971-353-6822 or online at the BOLI website at:

<https://www.oregon.gov/boli/employers/Pages/prevailing-wage-rates.aspx>

The publication that applies to Oregon prevailing wages for this contract is the January 5, 2024, Prevailing Wage Rates for Public Works Contracts in Oregon, along with the April 5, 2024, Prevailing Wage Rate Amendment.

The publication that applies to the federal Davis-Bacon rates is General Decision Number: OR2024099 published June 7, 2024. The publication is available online at:

<https://sam.gov/wage-determination/OR20240099/8>

Daily/weekly/holiday/weekend overtime must be paid. If a contractor fails to pay for any labor or services, the City can pay for this labor or services and withhold these amounts from payments due Contractor. ORS 279C.520; OAR 839-025-0020(2)(b).

Contractors and subcontractors are required to prepare weekly certified payroll reports and statements and submit them to the City by the fifth business day of each month (ORS 279C.845; OAR 839-025-0010). Contractor payment will be withheld until the City is in receipt of these certified weekly payroll reports. Information submitted on certified statements may be used only to ensure compliance with the provisions of ORS 279C.800 through ORS 279C.870.

3.2 PERFORMANCE, PAYMENT, AND PUBLIC WORKS BONDS

In addition to the required payment bond and performance bond, unless exempt under ORS 279C.836 (7), (8), or (9), the contractor is required to file a \$30,000 Public Works Bond with the Construction Contractor's Board to be used exclusively for unpaid wages determined to be due by BOLI. The general contractor is required to verify that subcontractors, unless exempt, have filed a public works bond before permitting a subcontractor to start work on a project.

The Statutory Public Works Bond form is available from BOLI upon request or may be downloaded from <https://www.oregon.gov/boli/employers/Documents/public-works-bond.doc>.

3.3 RECIPROCAL PREFERENCE LAW

Oregon's reciprocal preference law, ORS 279A.120 and ORS 279A.125, requires public contracting agencies, in determining the lowest responsible bidder, to add a percent increase to each out-of-state bidder's bid price that is equal to the percent of preference given to local bidders in the bidder's home state. That is, if the low bidder is from a state that grants a 10 percent preference to its own in-state bidders, the Oregon agency must add 10 percent to that bidder's price when evaluating the bid.

For details, check Oregon's Reciprocal Preference Law website at:

<https://www.naspo.org/reciprocity1>

Bidders in need of any assistance in the application of this law should call the State Procurement Office at 503-378-4642 or contact them at State of Oregon Department of Administrative Services, State Procurement Office, 1225 Ferry Street SE, U-140, Salem, OR 97301-4285.

3.4 AFFIRMATIVE ACTION/NONDISCRIMINATION

By submitting a bid/proposal, the Bidder/Proposer agrees to comply with the Fair Labor Standards Act (FLSA); Title VII of the Civil Rights Act of 1964; Executive Order 11246, (as amended); Fair Employment Practices; Equal Employment Opportunity Act; Section 503 of the Rehabilitation Act of 1973, as amended; Vietnam Era Veterans' Readjustment Assistance Act of 1974; Americans with Disabilities Act; Age Discrimination in Employment Act of 1967 (ADEA); and Oregon Revised Statutes (ORS). By submitting a bid/proposal, the Bidder/Proposer specifically certifies, under penalty of perjury, that the Bidder/Proposer has not discriminated against minority, women, service-disabled veteran, or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts.

If the contract is awarded on the basis of Contractor's certification as a Disadvantaged Business Enterprise (DBE), Minority/Women Business Enterprise (MWBE), Service-disabled Veteran, and Emerging Small Business (ESB) certification, Contractor must remain certified during the entire term of the contract. Contractors must include a similar provision in any subcontracts for the project.

3.5 PAY EQUITY COMPLIANCE AND TRAINING CERTIFICATION

Pay Equity Compliance. As required by ORS 279C.520, Contractor must comply with ORS 652.220 and ORS 659A, and must not unlawfully discriminate against any of Contractor's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. Contractor's compliance with this section constitutes a material element of this Agreement and a failure to comply constitutes a breach that entitles the City to terminate this Agreement for cause. Contracts valued at \$500,000 with employers that have 50 or more employees are required to take Pay Equity Training and submit a certificate as proof before being awarded a contract. Contractor must certify they have taken the required Pay Equity Training and provide a certificate to the City.

Free training is available through the state of Oregon's Department of Administrative Services. Details are available at <https://www.oregon.gov/das/Procurement/Pages/PayEquity.aspx>.

3.6 LICENSE REQUIRED FOR ASBESTOS ABATEMENT PROJECT

This contract does not require Contractor or subcontractor to be licensed under ORS 468A.720, regarding asbestos abatement.

3.7 CONSTRUCTION AND DEMOLITION DEBRIS/YARD WASTE MATERIALS – ORS 279C.510

Contractor is responsible for:

1. Salvaging or recycling construction and demolition debris, if feasible and cost-effective.
2. Composting or mulching yard waste material at an approved site, if feasible and cost-effective.

3.8 PROVISIONS CONCERNING ENVIRONMENTAL AND NATURAL RESOURCES LAWS

Contractor is responsible to abide by ORS 279C.525 regarding enacted ordinances, rules, or regulations as set forth by the Albany Municipal Code, Oregon Department of Environmental Quality, Department of State Lands, Environmental Protection Agency, and/or the US Army Corps of Engineers, or any other federal, state, or local agency, regarding the prevention of environmental pollution and preservation of natural resources.

3.9 PAYMENT, CONTRIBUTIONS, LIENS, WITHHOLDING – ORS 279C.505

Contractor shall:

1. Make payment promptly, as due, to all persons supplying to Contractor labor or material for the performance of the work provided for in this contract.
2. Pay all contributions or amounts due the Industrial Accident Fund from Contractor or subcontractor incurred in the performance of the contract.
3. Not permit any lien or claim to be filed or prosecuted against the City on account of any labor or material furnished.
4. Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

3.10 PAYMENT OF CLAIMS BY PUBLIC OFFICERS, PAYMENT TO PERSONS FURNISHING LABOR OR MATERIALS, AND COMPLAINTS – ORS 279C.515; OAR 839-025-0020(2)(a)

1. If Contractor fails, neglects, or refuses to pay promptly a person's claim for labor or services that the person provides to Contractor or a subcontractor in connection with this contract as the claim becomes due, the City may pay the amount of the claim to the person that provides the labor or services and charge the amount of the payment against funds due or to become due Contractor by reason of this contract.
2. If Contractor or a first-tier subcontractor fails, neglects, or refuses to pay a person that provides labor or materials in connection with this contract within 30 days after receiving payment from the City or Contractor, Contractor or first-tier subcontractor owes the person the amount due plus interest charges that begin at the end of the 10-day period within which payment is due under ORS 279C.580 (4) and that end upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest on the amount due is nine percent per annum. The amount of interest may not be waived.

3. If Contractor or a subcontractor fails, neglects, or refuses to pay a person that provides labor or materials in connection with the public improvement contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

3.11 CONTRACTOR'S RELATIONS WITH SUBCONTRACTORS – ORS 279C.580(3)(4)

Contractor is required to include in each subcontract for property or services contractor enters into with a first-tier subcontractor, including a material supplier, for the purpose of performing a construction contract:

1. A payment clause that obligates Contractor to pay the first-tier subcontractor for satisfactory performance under the subcontract within 10 days out of amounts the City pays to Contractor under this contract.
2. A clause that requires Contractor to provide a first-tier subcontractor with a standard form the first-tier subcontractor may use as an application for payment or as another method by which the subcontractor may claim a payment due from Contractor.
3. A clause that requires Contractor, except as otherwise provided in this paragraph, to use the same form and regular administrative procedures for processing payments during the entire term of the subcontract. Contractor may change the form or the regular administrative procedures Contractor uses for processing payments if Contractor:
 - a. Notifies the subcontractor in writing at least 45 days before the date on which Contractor makes the change; and
 - b. Includes with the written notice, a copy of the new or changed form or a description of the new or changed procedure.
4. An interest penalty clause obligating Contractor, if Contractor does not pay the first-tier subcontractor within 30 days after receiving payment from the City, to pay the first-tier subcontractor an interest penalty on amounts due in each payment Contractor does not make in accordance with the payment clause included in the subcontract under paragraph (1.) above. Contractor or first-tier subcontractor is not obligated to pay an interest penalty if the only reason Contractor or first-tier subcontractor did not make payment when payment was due is that Contractor or first-tier subcontractor did not receive payment from the City or Contractor when payment was due. The interest penalty applies to the period that begins on the day after the required payment date and that ends on the date on which the amount due is paid and is computed at the rate specified in ORS 279C.515(2).
5. A clause must be included in each of Contractor's subcontracts requiring the first-tier subcontractor to include a payment clause and an interest penalty clause that conforms to the standards of this sub-section, paragraphs 1-4 above, in each of the first-tier subcontractor's subcontracts and to require each of the first-tier subcontractor's subcontractors to include such clauses in the first-tier subcontractor's subcontracts with each lower-tier subcontractor or supplier.
6. A mandate that all subcontractors, if they were awarded a subcontract on the basis of certification as a disadvantaged, minority-owned, women-owned, or emerging small business enterprise, to maintain certification through the term of the contract.

3.12 CONDITION CONCERNING HOURS OF LABOR – ORS 279C.520

Any worker employed by Contractor may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or when the public policy absolutely requires it, the employee must be paid at least time and a half pay as follows:

1. For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or for all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
2. For all work performed on Saturday and on any legal holiday specified in ORS 279C.540.

Contractor must give notice in writing to employees, who work on a public contract, 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 days per week the employees may be required to work.

Contractor must comply with the prohibition set forth in ORS 652.220, that compliance is a material element of the contract and a failure to comply is a breach entitling the contracting agency to terminate the contract for cause.

Contractor may not prohibit any of its employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person and may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits, or other compensation with another employee or person.

3.13 TIME LIMITATION ON CLAIM FOR OVERTIME – ORS 279C.545

Any worker employed by Contractor shall be foreclosed from the right to collect for any overtime provided in ORS 279C.540 unless a claim for payment is filed with Contractor within 90 days from the completion of the contract, providing Contractor has:

1. Caused a circular clearly printed in boldfaced, 12-point type and containing a copy of ORS 279C.545 to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place that is readily available and freely visible to workers employed on the work; and
2. Maintained the circular continuously posted from the inception to the completion of the contract on which workers are or have been employed.

3.14 CONDITION CONCERNING PAYMENT OF MEDICAL CARE AND PROVIDING WORKERS' COMPENSATION – ORS 279C.530

1. Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation furnishing medical, surgical, and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of Contractor, of all sums Contractor agrees to pay for the services and all moneys and sums Contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.

2. All subject employers working under this Contract must comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor must ensure each of its subcontractors complies with these requirements.

SECTION 4 – BIDDER SUBMITTAL REQUIREMENTS

4.1 ISSUING OFFICE AND SUBMITTAL LOCATION

The City Contracts & Procurement Officer will issue the Invitation to Bid document and will be the sole point of contact for the City for questions, concerns, and protests.

Submittal Address:

City of Albany, Finance Department

Diane Murzynski, NIGP-CPP, CPPO

Contracts & Procurement Officer

333 Broadalbin Street SW, Albany, OR 97321

Bid responses must be submitted to procurement@albanyoregon.gov.

4.2 ITB SCHEDULE

The City anticipates the following general timeline for receiving bids and selecting a service provider. The timeline listed below may be changed if it is in the City's best interest to do so.

ITB Issued	June 17, 2024
Solicitation Change Requests	June 24, 2024, 12:00 p.m.
Optional Pre-bid Meeting	June 26, 2024, 10:00 a.m.
Last Date for Questions	July 1, 2024, 2:00 p.m.
Last Date for Addenda	July 3, 2024, 12:00 p.m.
Bid Due Date	July 9, 2024, 2:00 p.m.
Contract Execution	July 31, 2024

4.3 SUBMITTAL PROCESS AND FORMAT

Each bidder must be capable of complying with the items listed in the Scope of Work and submit all required items listed on the Bidder's Submittal Checklist. Incomplete bids may be considered nonresponsive. A completeness check will be conducted for each submittal. Failure to complete any question or request for information, in whole or in part, or any deliberate attempt by the bidder to mislead the City may disqualify the bidder.

Bids should be prepared and submitted in non-editable pdf format and labeled to match those sections in the ITB with all pages numbered. There should be no unnecessary attachments or exhibits. City reserves the right to reject bids that are deemed illegible or too difficult to read.

4.4 BIDDER REPRESENTATIONS

Before submitting a bid, the bidder must examine the scope of services and conditions thoroughly; provide for appropriate insurance, deposits, and bonds, if required; comply fully with the scope of services for the agreed contract; and ensure any and all registration and certification requirements are met as set forth and required in the Oregon Revised Statutes and this ITB.

4.5 JOINT PROPOSALS

If bidder is a partnership or joint venture, information must be provided for each partner or joint ventures, and each partner or joint ventures must sign the bid and any contracts on behalf of both it and the bidder, and each will be jointly and severally liable. In the case of a legal partnership or joint venture, a written Memorandum of Understanding between the parties must be submitted with the bid proposal setting forth the business and service delivery agreements between the parties.

4.6 EXHIBITS REQUIRED

- a. Schedule of Contract Prices
- b. Proposal Certification
- c. Bid Bond
- d. First Tier Subcontractor Disclosures
- e. Employee Drug and Alcohol Testing Program Certification

EXHIBIT A – SCHEDULE OF CONTRACT PRICES

BASE BID SCHEDULE ALL ITEMS MUST HAVE A BID DOLLAR AMOUNT TO BE CONSIDERED RESPONSIVE				
ITEM NO.	BID ITEMS	QUANTITY	UNIT OF MEASURE	TOTAL AMT. DOLLARS/CTS
A-1	20 ft One Trip Cargo Container	1	EA	
A-2	40 ft One Trip Cargo Containers	6	EA	
A-3	Climbing Ladder and Hatch	1	LS	
A-4	Exterior Roofing Material	1	LS	
A-5	Interior Staircase	1	LS	
A-6	Exterior Staircase	1	LS	
A-7	Man Doors	8	EA	
A-8	Small Standard 36" x 36" Windows	6	EA	
A-9	Large Standard 36" x 42" Window	2	EA	
A-10	Denver 24" x 36" Window	1	EA	
A-11	Rebar 42" x 36" Window	1	EA	
A-12	Forcible Entry Windows 36" x 42"	2	EA	
A-13	Hardware / Components	1	LS	
A-14	1st level open floor plan	1	LS	

A-15	2nd level open floor plan	1	LS	
A-16	Primary Anchor Point	1	LS	
A-17	Handrails	1	LS	
A-18	Delivery	1	LS	
A-19	Installation	1	LS	
A-20	Industry standard 1-year warranty.	1	LS	
SUM OF EXTENDED BASE BID ITEM TOTALS				

NOTE: Subject to change if addition or extensions are in error. (Unit price prevails.) All Items must be bid to be responsive. Project will be awarded to the lowest responsible, responsive bidder based on the sum of extended totals above.

ADDITIVE BID SCHEDULE ALL ITEMS MUST HAVE A BID DOLLAR AMOUNT TO BE CONSIDERED RESPONSIVE. ANY ITEMS NOT SUPPLIED BY VENDOR MUST BE INDICATED WITH "NA".				
ITEM NO.	BID ITEMS	QUANTITY	UNIT OF MEASURE	TOTAL AMT. DOLLARS/CTS
B-1	L-Shaped Interior Staircase	1	LS	
B-2	Hinged Corner Cutout on Doors	8	EA	
B-3	Ladder Plate	5	EA	
B-4	Reconfigurable/Moveable Wall Maze	1	LS	
B-5	Wall Breach Simulator	1	LS	

B-6	Additional Anchor Point	1	LS	
B-7	Additional Anchor Option	1	LS	
B-8a	Vent Prop – Option A	1	LS	
B-8b	Vent Prop – Option B	1	LS	
B-9a	Standpipe System – Option A	1	LS	
B-9b	Standpipe System – Option B	1	LS	
B-10	Electrical and Lighting	1	LS	
B-11	Paint	1	LS	
SUM OF EXTENDED ADDITIVE ITEM TOTALS				
<u>SUM OF EXTENDED BASE BID AND ADDITIVE ITEM TOTALS</u>				

NOTE: Subject to change if addition or extensions are in error. (Unit price prevails.) All Items must be bid to be responsive. Project will be awarded to the lowest responsible, responsive bidder based on the sum of extended base bid totals above.

_____	_____	_____
Bidder's Signature	Company Name <i>(please print)</i>	Date
_____	_____	_____
Bidder's Name <i>(please print)</i>	Mailing Address <i>(please print)</i>	CCB License Number
_____	_____	_____
Bidder's Title <i>(please print)</i>	City, State Zip	Federal Tax ID Number

EXHIBIT B – PROPOSAL CERTIFICATION

To the Honorable Mayor and City Council
Albany, Oregon 97321

BIDDER'S DECLARATION AND UNDERSTANDING

The undersigned Bidder declares that the Contract Documents for the construction of the proposed improvement have been carefully examined; that the site has been personally inspected; that the Bidder is satisfied as to the quantities of materials, items of equipment, and conditions or work involved including the fact that the description of the quantities of work and materials as included herein is brief and is intended only to indicate the general nature of such items and to identify the said quantities with the detailed requirements of the Contract Documents; and that the Bidder's proposal is made according to the provisions and under the terms of the Contract Documents, which documents are hereby made a part of this proposal.

The Bidder further declares that the only persons or parties interested in this proposal are those named herein, that this proposal is in all respects fair and without fraud, that it is made without collusion with any official of the City of Albany, and that the proposal is made without any connection or collusion with any person making another proposal on this Contract. The Bidder, and each person signing on behalf of the Bidder, certifies they do not have a personal or organizational conflict of interest and have not participated in drafting the scope of work or writing the specifications required for the project.

The Bidder further declares, by signing this proposal, that all the provisions required by ORS 279C.800 through 279C.870 relating to the payment of prevailing wage rates for work performed under the Contract with the City of Albany must be complied with.

The Bidder further agrees that its own judgment has been exercised regarding the interpretation of subsurface information and all data which it believes pertinent from the Project Manager, Owner, and other sources in arriving at these conclusions have been utilized.

The Bidder further certifies that they have authority and knowledge regarding the payment of taxes and that to the best of their knowledge are not in violation of any Oregon Tax Laws as provided for in ORS 305.385(6). For purposes of this certification, "Oregon Tax Laws" are those tax laws imposed by ORS 320.005 to 320.150 and ORS 403.200 to 403.250 and ORS Chapters 118, 314, 316, 317, 318, 321, and 323; the elderly rental assistance program under ORS 310.630 to 310.706; and any local tax laws administered by the Oregon Department of Revenue under ORS 305.620.

CONTRACT EXECUTION, BONDS, AND INSURANCE

The Bidder agrees that if this proposal is accepted:

- A contract with the City of Albany, Oregon, will be executed, within 10 days after the date of the Notice of Award, in the form of Contract annexed hereto, and will at that time, deliver to the City of Albany the 100 percent Performance Bond and 100 percent Payment Bond, and will, to the extent of this proposal, furnish all machinery, tools, apparatus, and other means of construction and do the work and furnish all the materials necessary to complete all work as specified or shown in the Contract Documents.
- A Request for Taxpayer Identification Number and Certification (W-9) will be completed as a condition of the City's obligation to make payment. In the event the Bidder fails to complete and return the W-9 to the City, payment to Bidder may be delayed, or the City may, in its discretion, terminate the Contract.
- Automatic Clearing House (ACH) Direct Payment Authorization. The City prefers to pay the contractor invoices via electronic funds transfers through the ACH network. To initiate this more timely, efficient,

and secure payment method, Bidder must complete the City's ACH Vendor Direct Payment Authorization available at <https://www.albanyoregon.gov/efform>. Information provided on the form is exempt from public records disclosure under ORS 192.345(27).

CERTIFICATES OF INSURANCE

The Bidder agrees to furnish the Owner, before commencing the work under this Contract, the certificates of insurance as specified in the *Standard Construction Specifications*, at <https://albanyoregon.gov/standard-construction-specifications>. Insurance shall meet the requirements specified, and Bidder shall maintain adequate insurance and be in compliance with these requirements for the duration of the project.

Coverage must be at least as broad as:

1. Commercial General Liability: Insurance Services Office (ISO) form CG 0001 with an edition date of 10-2001 or later, providing Commercial General Liability – Occurrence Form. With CG 25 03 (Amendment Aggregate Limits of Insurance per Project) or equivalent attached.
2. Automobile Liability: Insurance Services Office (ISO) form CA 0001 providing Business Automobile Coverage on owned, non-owned and hired vehicles.
3. Workers' Compensation: Insurance as required by Oregon Revised Statutes and including Employers Liability Insurance.
4. Pollution Liability Insurance: Insurance on an occurrence or claims made basis with 24 month extended reporting period, if applicable to this project.

Contractor must maintain limits no less than:

1. Commercial General Liability \$2,000,000 Each Occurrence
 \$2,000,000 Personal Injury
 \$3,000,000 General Aggregate
 \$3,000,000 Products/Completed Operations Aggregate

The General Aggregate and Products/Completed Operations Aggregate must apply separately on a "per project basis".

2. Automobile Liability: \$2,000,000 Per Occurrence
3. Employers Liability: \$1,000,000 Each Accident
 \$1,000,000 Disease Aggregate
 \$1,000,000 Disease Each Employee
4. Pollution Liability: \$2,000,000 Per incident/Claim
 \$2,000,000 Annual Aggregate

ADDENDA ACKNOWLEDGEMENT No(s). ___ Dated _____ No(s). ___ Dated _____ No(s)___ Dated _____

No(s). ___ Dated _____ No(s)___ Dated _____ No(s)___ Dated _____

START OF CONSTRUCTION AND CONTRACT COMPLETION DATE

If awarded this contract, the Bidder agrees to begin work within 10 calendar days after the date of the Notice to Proceed for the Contract and to complete the construction, in all respects, as set forth in the Special Provisions of these Contract Documents.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and fails to complete the work within the time stated above or extended time agreed upon, as more particularly set forth in the Contract Documents,

liquidated damages must be paid to the City of Albany, Oregon, as provided under General Requirements, Subsection 108.06.00 of the City of Albany *Standard Construction Specifications*.

BID BOND

Accompanying this proposal is a certified check, cashier's check, or Bidder's bond in the sum of (10% of Bid Total) _____ Dollars (\$ _____), according to the General Requirements of the Contract Documents which is to be forfeited as liquidated damages, if, in the event this proposal is accepted, and the Bidder fails to execute the Contract and furnish satisfactory Performance and Payment Bond under the conditions and within the time specified in the Contract Documents; otherwise said check or bond is to be returned to the Bidder.

SURETY

If the Bidder is awarded a construction Contract on this proposal, the Surety who provides the Performance Bond will

be _____ whose address is (street and city) _____ and Payment Bond will be _____ whose address is (street and city) _____.

LUMP SUM OR UNIT PRICE WORK

The Bidder further proposes to accept as full payment for the work proposed herein the amounts computed under the provisions of the Contract Documents and based on the following lump-sum or unit-price amounts, it being expressly understood that the unit prices are independent of the exact quantities involved. The Bidder agrees that the lump-sum prices and the unit prices represent a true measure of the labor and materials required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents.

BIDDER

The name of the Bidder submitting this proposal is _____ doing business at (street and city) _____ which is the address to which all communications concerned with this proposal and with the Contract must be sent.

In accordance with ORS 279A.120, Bidder hereby declares that it (**circle correct designation**) is / is not a resident bidder.

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

If Sole Proprietor or Partnership: IN WITNESS hereto the undersigned has set his/her hand this _____ day of _____ 2024.

Signature of Bidder

Title

EXHIBIT C – BID BOND

BOND NO. _____

AMOUNT OF BID: \$ _____

KNOW ALL MEN BY THESE PRESENTS, that

,
hereinafter called the PRINCIPAL, and

,
a corporation duly organized under the laws of the State of _____ having its principal place of business at _____, in the State of

_____, and authorized to do business in the State of Oregon, as SURETY, are held firmly bound unto the City of Albany, Oregon, hereinafter called the OBLIGEE, in the sum of

DOLLARS (\$_____), for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his/her Bid Proposal for **Fire Training Tower**, said Bid Proposal, by reference thereto, being hereby made a part hereof.

NOW, THEREFORE, if the Bid Proposal submitted by the PRINCIPAL is accepted, and the Contract awarded to the PRINCIPAL, and if the PRINCIPAL executes the proposed Contract and furnishes such Performance Bond and Payment Bond as required by the Contract Documents within the time fixed by the documents, then this obligation shall be void; if the PRINCIPAL shall fail to execute the proposed Contract and furnish the bond, the SURETY hereby agrees to pay to the OBLIGEE the said sum as liquidated damages, within ten (10) days of such failure.

Signed and sealed this _____ day of _____ 2024.

PRINCIPAL

SURETY

By: _____

By: _____

Attorney in Fact

EXHIBIT D – FIRST-TIER SUBCONTRACTOR DISCLOSURE

PROJECT NAME: Fire Training Tower

BID CLOSING DATE: Tuesday, July 9, 2024,

TIME: 2:00 p.m.

This form must be submitted by electronic means to the location specified in the Invitation to Bid on the advertised bid closing date and within two working hours after the advertised bid closing time.

List below the name of each subcontractor that will be furnishing labor or will be furnishing labor and materials and that is required to be disclosed, the category of work the subcontractor will be performing and the dollar value of the subcontract.

Enter "**NONE**" if there are no subcontractors that need to be disclosed.
(Attach additional sheets if needed.)

Failure to submit this signed form by the disclosure deadline will result in a nonresponsive bid.
 A nonresponsive bid will not be considered for award.

Subcontractor's Name	Category of Work	Dollar Value
1.		\$
2.		\$
3.		\$
4.		\$
5.		\$
6.		\$
7.		\$
8.		\$

Form submitted by (bidder name): _____

Phone No.: _____

(Signature)

Contact Name: _____

Company: _____

ORS 279C.370 First-tier subcontractor disclosure. (1)(a) Within two working hours after the date and time of the deadline when bids are due to a contracting agency for a public improvement contract, a bidder shall submit to the contracting agency a disclosure of the first-tier subcontractors that:

- (A) Will be furnishing labor or will be furnishing labor and materials in connection with the public improvement contract; and
- (B) Will have a contract value that is equal to or greater than five percent of the total project bid or \$15,000, whichever is greater, or \$350,000 regardless of the percentage of the total project bid.

(b) For each contract to which this subsection applies, the contracting agency shall designate a deadline for submission of bids that has a date on a Tuesday, Wednesday or Thursday and a time between 2 p.m. and 5 p.m., except that this paragraph does not apply to public contracts for maintenance or construction of highways, bridges or other transportation facilities.

(c) This subsection applies only to public improvement contracts with a value, estimated by the contracting agency, of more than \$100,000.

(d) This subsection does not apply to public improvement contracts that have been exempted from competitive bidding requirements under ORS 279C.335 (2).

(2) The disclosure of first-tier subcontractors under subsection (1) of this section must include the name of each subcontractor, the category of work that each subcontractor will perform and the dollar value of each subcontract. The information shall be disclosed in substantially the following [above] form:

(3) A contracting agency shall accept the subcontractor disclosure. The contracting agency shall consider the bid of any contractor that does not submit a subcontractor disclosure to the contracting agency to be a nonresponsive bid and may not award the contract to the contractor. A contracting agency is not required to determine the accuracy or the completeness of the subcontractor disclosure.

(4) After the bids are opened, the subcontractor disclosures must be made available for public inspection.

(5) A contractor may substitute a first-tier subcontractor under the provisions of ORS 279C.585.

(6) A subcontractor may file a complaint under ORS 279C.590 based on the disclosure requirements of subsection (1) of this section.

EXHIBIT E – EMPLOYEE DRUG TESTING PROGRAM CERTIFICATION

Bidders shall demonstrate and disclose to the City of Albany that he/she has an Employee Drug Testing Program in place before a public contract can be awarded.

Therefore, by signing this certification, the Bidder does hereby certify and confirm that, as the proposed Contractor for City of Albany Project and installation of the **Fire Training Structure**, he/she has an Employee Drug and Alcohol Testing Program in place. City requires assurance that the Contractor conducts random drug and alcohol testing for employees no less frequently than annually and assigned employees have successfully passed a minimum 12-panel drug test to satisfy the intent of this certification and the above legislation.

CONTRACTOR: _____

BY: _____

TITLE: _____

DATE: _____

SECTION 5 – TECHNICAL SPECIFICATIONS

1.1 Base Bid Items

Item A-1 – 20-ft One Trip Cargo Container

One (1) standard height (20' long x 8' wide x 8' 6" tall) one trip cargo container. The container will have two (2) scupper drain holes added and appropriate spacing for quick draining. The floor will be milled hardwood.

Payment for this item will be made on a per-each basis.

Item A-2 – Six 40-ft One Trip Cargo Container

Six (6) 14-gauge corrugated steel containers with continuous seam welded to structural members. Standard Height (40' long x 8' wide x 8' 6" tall). Boxes will have four (4) scupper drain holes added and appropriate spacing for quick draining. The floor will be milled hardwood.

Payment for this item will be made on a per-each basis.

Item A-3 – Climbing Ladder and Hatch

One (1) climbing ladder mounted to the interior wall of 4th level. Roof access through scuttle type hatch with automatic hold open arm and lifting compression spring mechanism to assist operator when opening Meets OSHA standards and safety requirements.

Payment for this item will be made on a lump-sum basis.

Item A-4 Exterior Roofing

In areas that have exterior access to the roof of the Conex box, material will be a grip-type to prevent slipping. Needs to be supported by horizontal under roof support cross members if necessary. All fasteners will be recessed, and roof area will allow 300-400lbs per square foot.

Payment for this item will be made on a lump-sum basis.

Item A-5 – Interior Staircase

OSHA-compliant staircase from 1st to 4th level with fixed safety railings on all levels above 1st floor. Final location will be identified by the owner or recommendation by builder. The staircase will have metal hand railings on both sides with a grip bar grating stair tread. The stair tread will be of galvanized bar grating or similar materials that provide anti-skid but not sharp enough to wear out PPE.

Payment for this time will be made on a lump-sum basis.

Item A-6 – Exterior Staircase

Located on Bravo side of the structure. Stairwell will be from the 1st level to the roof of the 3rd level Conex box. Stairwell will be 36" wide with a 180-degree switch-back landing. Stairwell will need an 8-12" gap between switchback stairs to provide gap to drop 1 3/4" hose line down. The stair tread will be of galvanized grip bar-type bar grating or similar type materials. The stair tread will be of galvanized bar grating or similar type materials that provide anti-skid properties but should not be sharp enough to wear out PPE.

Payment for this item will be made on a lump-sum basis.

Item A-7 – Eight Man Doors

Eight (8) standard doors constructed of steel framing of 2" x 2" x 1/8" square tubing or similar material/design. All exterior door assembly will have a locking lever door handle assembly. All exterior doors will swing outward and be self-closing. Size will be 36" x 80" or similar parameters with three stainless steel hinges.

Payment for this item will be made on a per-each basis.

Item A-8 – Six Small Standard Windows

Six (6) standard 36" x 36" windows constructed of steel framing of 2" x 2" x 1/8" square tubing or similar material / design. The window will have two stainless steel hinges and swing outward. Windows will have a securing device to keep from self-closing from water or wind application. Windows will have hardware for an interior non-locking closing position. The windowsill needs to be made of smooth material.

Payment for this item will be made on a per-each basis.

Item A-9 – Two Large Standard Windows

Two (2) standard windows 36" wide, 42" tall, barn door style. Windows to be constructed of steel framing of 2" x 2" x 1/8" square tubing or similar material / design. The windows will have two stainless steel hinges and swing outward. Windows will have a securing device to keep from self-closing from water or wind application. Windows will have hardware for an interior non-locking closing position. The windowsill needs to be made of smooth material.

Payment for this item will be made on a per-each basis.

Item A-10 – Denver Window

One (1) 24" wide, 36" tall Denver window located 1st level on one side of prop. Constructed of steel framing of 2" x 2" x 1/8" square tubing or similar material / design. The window will have two stainless steel hinges and swing outward. Windows will have a securing device to keep from self-closing from water or wind application. Windows will have hardware for an interior non-locking closing position. The windowsill needs to be made of smooth material.

Payment for this item will be made on a per-each basis.

Item A-11 – Rebar Window

One (1) 42" wide, 36" tall rebar window on the 1st level Charlie side. Incorporate interior slots both vertical and horizontal to add 1/2 rebar approximate 8" or recommended by builder. The window needs to allow 2' x 4" or 2' x 6" to be easily secured to the inside frame to protect metal window frame from cutting tools. Constructed steel framing of 2" x 2" x 1/8" square tubing or similar material/design. The window will have two stainless steel hinges and swing outward. Windows will have a securing device to keep from self-closing from water or wind application. Windows will have hardware for an interior non-locking closing position. The windowsill needs to be made of smooth material.

Payment for this item will be made on a per-each basis.

Item A-12 – Two Forcible Entry Windows

Two (2) 36" wide, 42" tall forcible windows. One on the 1st floor and one on 2nd level, to exterior. Windows should have slots to insert makeshift wood sash to force through. Location to be identified during fabrication (likely Charlie side of prop).

Payment for this item will be made on a per-each basis.

Item A-13 – Hardware and Components

All attachments hardware should be either stainless steel or mild steel galvanized material. All manufactured materials will be new and non-combustible material unless specified otherwise in specifications.

Payment for this item will be made on a lump-sum basis.

Item A-14 – First Level Open Floor Plan

Two cargo containers connected using steel framing with post system, to provide an open concept floor plan of 640 square feet. A third container should have one or two approximately 12-13 ft openings in the center container.

Payment for this item will be made on a lump-sum basis.

Item A-15 – Second Level Open Floor Plan

One approximately 12-13 ft wall in the center of two connected cargo containers. Remaining space to be open floor plan.

Payment for this item will be made on a lump-sum basis.

Item A-16 – Primary Anchor Point

One (1) OSHA-compliant anchor point. May be eye bolt or beam style, must be rated for 10,000 lbs. for rappelling. Located on the exterior of the 4th level center of the roof.

Payment for this item will be made on a lump-sum basis.

Item A-17 – Handrails

All handrails will be a split rail, galvanized steel material with 25-year life expectancy in compliance with OSHA standards. All rails should be removable unless required to be fixed by OSHA. Rails will be identified by the owner and any alterations such as chain and carabiner style will be identified and/or possibly used around the vent prop.

Bid should include any safety gates to be included at recommended locations.

Payment for this item will be made on a lump-sum basis.

Item A-18 – Delivery

Delivery of all equipment and materials for the fire training tower to the specified location.

Payment for this item will be made on a lump-sum basis.

Item A-19 – Installation

Installation of the finished structure. Must meet all OSHA and NFPA codes, standards and recommendations.

Payment for this item will be made on a lump-sum basis.

Item A-20 – Warranty

Industry standard 1-year warranty.

Payment for this item will be made on a lump-sum basis.

1.2 Additive Bid Items

Item B-1 – L-Shaped Interior Staircase

OSHA-compliant L-shaped staircase 36"-42" wide, with a 36"-42" wide landing (bid item A-5). The staircase will have metal hand railings on both sides with a grip bar grating stair tread. The stair tread will be of galvanized bar grating or similar materials that provide anti-skid but not sharp enough to wear out PPE.

Payment for this item will be made on a lump-sum basis.

Item B-2 – Hinged Corner Cutout on Doors

Eight (8) hinged corner cutout on doors (bid item A-8). Cutouts to be at the bottom sector of the door below the doorknob hardware, to accommodate a 1 3/4" hose line.

Payment for this item will be made on a per-each basis.

Item B-3 – Ladder Plate

Five (5) ladder plates for bottom sill of windows above the 1st level on both sides and back of prop.

Payment for this item will be made on a per-each basis.

Item B-4 – Reconfigurable/Moveable Wall Maze

Located in interior rooms on levels 1 and 2. Marine Grade Plywood (or other suitable materials for large water applications), adjustable wall system will cover from floor to approximate 7' – 8' in height. Walls will be configured on a rolling system to allow for easy repositioning. All adjustable walls will have locking hardware to secure panels to the floor, so they don't move.

Payment for this item will be made on a lump-sum basis.

Item B-5 – Wall Breach Simulator

One 4' wide x 8' tall, steel framed arch doorway. Placement to be exterior or interior wall on the 1st level.

Payment for this item will be made on a lump-sum basis.

Item B-6 – Additional Anchor Point

One (1) OSHA-Compliant anchor point. Should be eye bolt style and must be rated for 5,000 lbs for rappelling. Located on the interior of the 3rd level, on the floor, across from identified window on the Charlie side.

Payment for this item will be made on a lump-sum basis.

Item B-7 – Additional Anchor Point

One (1) OSHA-Compliant anchor point. Should be bailout anchor beam style and must be rated for 5,000 lbs for rappelling. Located on the interior of the 2nd level above the identified window on the Charlie side.

Payment for this item will be made on a lump-sum basis.

Item B-8a – Vent Prop – Option A

4' x 8' 6:12 pitched roof on the exterior of 1st level roof, centered on the cargo container. Fixed joist hangers will be 9" x 1.25" every 24". The prop will be on a platform approximately 2ft tall at the front to allow interior punch out below. All roof materials should be allowed to fall onto the first floor. Opening from 1st level below vent prop will be 4' x 8' with 2' x 4' hangers every 24" to allow drywall or other materials to be hung for ceiling type prop. Removable safety rails will be constructed of chain with carabiner clips.

Payment for this item will be made on a lump-sum basis.

Item B-8b – Vent Prop – Option B

4' x 8' 6:12 pitched roof on the exterior of 1st level roof, centered on the cargo container. Fixed joist hangers will be 9" x 1.25" every 24". The prop will be on a platform approximately 2ft tall at the front to allow interior punch out below. All roof materials should be allowed to fall onto the first floor. Opening from 1st level below vent prop will be 4' x 8' with 2' x 4' hangers every 24" to allow drywall or other materials to be hung for ceiling type prop. Removable safety rails will be welded rails.

Payment for this item will be made on a lump-sum basis.

Item B-9a – Standpipe System – Option A

2 1/2" main supply pipe plumbed in from 1st level to 3rd level. No appliances to be provided by the builder. First level will have an exterior threaded pipe connection exposed for owner to provide desired exterior fitting. No interior connections needed on 1st level. Interior on the 2nd and 3rd levels will be pipe stubbed out with threaded exposure to receive appropriate size of FDC appliances to be provided by the owner.

Payment for this item will be made on a lump-sum basis.

Item B-9b – Standpipe System – Option B

Cut holes into prop for future sandpipe system to be added at a later date.

Payment for this item will be made on a lump-sum basis.

Item B-10 – Electrical and Lighting

Enclosed and durable (1200 lumen) LED Light fixture to withstand heavy water application. Control switches to all levels would be located exterior in a control box on the bravo side near door of exterior door level 1. All electrical would be in watertight conduit. By the recommendation of the builder for appropriate spacing and location. Each 40ft cargo container would have 2 light fixtures. The 20ft container would have one centered in the box. Light fixtures must not interfere with the reconfigurable / moveable wall maze on levels 1 and 2.

Payment for this item will be made on a lump-sum basis.

Item B-11 – Paint

Completely painted exterior and interior with heavy-duty long-lasting paint (20 year+ paint). Two color tones. One for body interior and exterior and other for railings, steps and doors.

Payment for this item will be made on a lump-sum basis.

ATTACHMENT A – **SAMPLE CONTRACT**

THIS CONTRACT is made between the CITY OF ALBANY, a municipal corporation, hereinafter called "City" and _____, hereinafter called "Contractor."

WITNESSETH:

Contractor, in consideration of the sums to be paid and other covenants herein contained, agrees to perform and complete the work herein described and to furnish all necessary machinery, tools, apparatus, equipment, supplies, materials, and labor and perform all work in accordance with the applicable *Standard Construction Specifications*, the Special Specifications (aka Specifications, Special Provisions) found herewith, and in accordance with such alterations or modifications of the same as may be made by the City, and according to such directions as may from time to time be made or given by the Project Manager under the authority and within the meaning and purpose of this Contract. This agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of Contractor.

The applicable Drawings, the applicable *Standard Construction Specifications*, all sections of Special Provisions, and the Schedule of Contract Prices bound herewith are hereby specifically referred to and by reference made a part hereof and shall by such reference have the same force and effect as though all of the same were fully inserted herein.

Contractor must faithfully complete and perform all of the obligations of this Contract, and in particular, must promptly, as due, make payment of all just debts and obligations incurred in the performance of said Contract and must not permit any lien or claim to be filed or prosecuted against City.

Contractor must furnish City with a 100% Performance Bond and a 100% Payment Bond. In addition to the required Payment Bond and Performance Bond, unless exempt under ORS 279C.836 (7), (8), or (9), Contractor is required to file a \$30,000 Public Works Bond with the Construction Contractors Board to be used exclusively for unpaid wages determined to be due by BOLI. The general contractor is required to verify that subcontractors have filed a public works bond before permitting a subcontractor to start work on a project unless exempt under ORS 279C.836 (7), (8) or (9).

Contractor, its subcontractors, if any, and all employers working under this Contract are subject employers under the Oregon Workers' Compensation Law and must comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.

Contractor agrees to protect, indemnify, and hold harmless the City against any and all loss, claims, or suits (including costs and attorney's fees) for or on account of injury to or death of persons, damage to, or destruction of property belonging to either the City or others occurring by reason of the act or neglect of Contractor, Contractor's employees, or agents (including subcontractors) in connection with the performance of this Contract.

Contractor, its subcontractors, if any, must certify that during the term of this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any local, state, or federal department or agency.

Contractor must agree to abide by all applicable federal requirements for procurement, as defined in 2 CFR Part 200 and Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts under Federal Awards, if any federal funds are used for the Project.

It is expressly understood that this Contract must be governed by the laws of the State of Oregon. The statutes of the State of Oregon for public works contracts, specifically but not exclusively ORS Chapter 279 A-C as amended or superseded, including the latest additions and revisions, are incorporated by reference as part of the contract documents, and the party contracting with the City of Albany hereby covenants and agrees to comply with all of the obligations and conditions applicable to public contracts pursuant to ORS 279 A-C, et seq, as though each obligation or condition were set forth fully herein. In addition, if the contract identified above calls for a public improvement as that term is defined by ORS 279A.010, the party contracting with the City of Albany further agrees to comply with all obligations and conditions applicable to public contracts for public improvements pursuant to ORS 279C, et seq,

as though each obligation or condition were set forth fully herein. Contractor and its subcontractors, if any, agree to comply with the Oregon Consumer Information Protection Act, ORS Sections 646A.600 through 646A.628.

Contractor further declares by the signing of this Contract that all the provisions required by ORS 279C.800 through 279C.870 relating to the payment of prevailing wage rates for work performed under the Contract with the City of Albany must be complied with, and that daily/weekly/holiday/weekend overtime will be paid, unless the amount of the contract is \$50,000 or less, in which case the prevailing wage rate requirement shall not apply. If Contractor fails, neglects, or refuses to make prompt payment for labor or services, the City can pay and withhold these amounts from payments due Contractor (ORS 279C.515). Contractor must indemnify the City from claims of damages resulting from actual or alleged violations of these obligations.

As required by ORS 279C.520, Contractor must comply with ORS 652.220 and ORS 659A, and must not unlawfully discriminate against any of Contractor's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. Contractor's compliance with this section constitutes a material element of this Agreement and a failure to comply constitutes a breach that entitles the City to terminate this Agreement for cause. **Contracts valued at \$500,000 with employers that have 50 or more employees are required to take Pay Equity Training and submit a certificate as proof before being awarded a contract.** Contractor must certify it has taken the required Pay Equity Training and provide a certificate to the City.

Contractor understands that if the price of this Contract exceeds \$500,000, the City will deposit amounts withheld as retainage into an interest-bearing escrow account for the benefit of the City as outlined in ORS 279C.570(2), unless Contractor elects an alternative in lieu of cash retainage, such as bonds, securities or other instruments, or a deposit of a surety bond. Contractor must receive interest on the retained moneys from the date Contractor's related payment request is fully approved by the City until the date the retained moneys are paid by the City to Contractor. Payment of retainage is deemed to be "paid" when the payment is transmitted to Contractor.

In consideration of the faithful performance of all of the obligations herein set out, and in consideration of the faithful performance of this Contract, City agrees to pay to Contractor the amount earned, as determined from the actual quantities of work performed and prices and other basis of payment specified, taking into consideration any amounts that may be deductible, under the terms of the Contract.

Contractor agrees to complete the work within the time specified herein and to accept as full payment hereunder the amounts computed as determined by the Contract Documents and based on the said proposal.

Said improvements must be completed by the date specified in said Contract Documents and if not so completed, unless said time for completion is extended, as provided in the Contract Documents, or if extended, if the same is not completed within the time extended, City will be caused to incur liquidated damages as specified in the Contract Documents. Liquidated damages must be retained out of any monies due or to become due under this agreement.

Payments must be made as provided in the Contract Documents. Notwithstanding anything in this agreement to the contrary, the City's obligation to pay money beyond the current fiscal year shall be subject to and dependent upon appropriations being made from time to time by the City Council for such purpose; provided, however, that the city manager or other officer charged with the responsibility for preparing the City's biennial budget must include in the budget for each fiscal year the amount of the City financial obligation payable in such year and the city manager or such other officer must use his/her/their best efforts to obtain the annual appropriations required to authorize said payments.

The Parties acknowledge that the parties and their counsel have reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

Should suit or action be undertaken to enforce any of the terms of this agreement or to seek damages for its breach, the prevailing party shall be entitled to an award of its reasonable attorney fees, costs, and expenses, including expert witness fees, incurred therein, and such costs and fees as may be required on appeal, including those incurred on appeal. Jurisdiction for litigation must be vested exclusively in the courts of Oregon, Oregon law must apply, and venue must lie in the Circuit Courts in and for Linn County, Oregon.

The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the date of this Agreement. If a party signs but fails to date a signature the date that the other party receives the signing party's signature will be deemed to be the date that the signing party signed this Agreement and the other party may inscribe that date as the date associated with the signing party's signature.

IN WITNESS WHEREOF, the undersigned duly authorized officials have caused this contract to be executed on behalf of their respective parties.

FIRE TRAINING TOWER:

CONTRACTOR:

Date: _____

By: _____
Company

By: _____

Title: _____

By: _____

Title: _____

Mailing
Address _____

Telephone: _____

Fax: _____

Email

Social Security No. (if individual)

CITY OF ALBANY, OREGON:

Date: _____

By: _____

Chris LaBelle, Fire Chief

APPROVED AS TO FORM:

By: _____

M. Sean Kidd, City Attorney

Tax Identification No. (if incorporated)

Note: Signatures of two officers are required for a corporation.

ATTACHMENT B – PERFORMANCE BOND

BOND NUMBER: _____

TOTAL BID AMOUNT: \$_____

KNOW ALL MEN BY THESE PRESENTS that we, _____,
_____, as

CONTRACTOR (Principal), and _____, a
corporation, duly authorized to do a general surety business in the State of Oregon as SURETY, are
jointly and severally held and bound unto the City of Albany, Oregon, (Obligee) in the sum of
(100% of Contract) _____

_____ Dollars (\$_____) for the
payment of which we jointly and severally bind ourselves, our heirs, executors, administrators, and
assigns or successors and assigns firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH that, whereas the principal has made and entered into a
certain contract, a copy of which is attached hereto, with the City of Albany, Oregon, which
contract, together with the applicable plans, Standard Specifications, Special Provisions, and
schedule of contract prices, is by this reference made a part, whereby the principal agrees to
perform in accordance with the certain terms, conditions, requirements, plans, and specifications
which are set out in the contract and all authorized modifications of the contract which increase
the amount of the work and the amount of the contract. Notice to the surety of any of the
immediately foregoing are waived.

NOW, THEREFORE, if CONTRACTOR must faithfully and truly observe and comply with the terms,
conditions, and provisions of the Contract, in all respects upon the terms set forth therein, and
within the time prescribed therein and must indemnify and save harmless the City of Albany,
Oregon, its officers, employees, and agents against losses and expenses and any damages of every
kind and description that shall be suffered or claimed to be suffered in connection with or arising
out of the performance of the said Contract and must honor all claims for defective work within the
warranty period(s) established by the *Standard Construction Specifications* and Special Provisions,
after the acceptance of said Contract, then this obligation is to be void, otherwise to remain in full
force and effect for the duration of the warranty period(s). The establishment and warranty periods
for plantings must be two years as outlined in Section 107.15.02 of the *Standard Construction
Specifications*. The warranty for all other work must be for a one-year period as outlined in Section
107.15.00.

PROVIDED, HOWEVER, that this bond is subject to the following further conditions:

- a) Losses and expenses include but are not limited to attorney’s fees to defend all claims,
proceedings, lawsuits, and judgments arising out of or resulting from the fault of the
principal, the principal’s agents, representatives, or subcontractors, in the performance of
or failure to perform this contract. However, principal must not be required to indemnify
any indemnitee to the extent the damage, loss, or expense is caused by the indemnitee’s
negligence and must in all respects perform said contract according to law.

- b) All material suppliers and all persons who must supply such laborers, mechanics, or
subcontractors with material, supplies, or provisions for carrying on such work, must have a direct
right of action against CONTRACTOR and SURETY on this bond, second only the right of the City of
Albany, Oregon, under this bond, which right of action must be asserted in proceedings instituted in

the name of the City of Albany, Oregon, to the use and benefit of the person, firm, or corporation instituting such action and all other persons, firms, or corporations having claims hereunder, must have the right to be made a party to such proceeding and to have such claim adjudicated in such action and judgment rendered thereon.

c) In no event shall SURETY be liable for a greater sum than the penalty of this Bond, or subject to any suit, action, or proceeding thereon that is instituted past the expiration of the warranty period(s) after the complete performance and acceptance of said Contract and final settlement thereof.

d) The said SURETY, for the value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations of this bond; and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract, or to the work, or to the Contract Documents.

IN WITNESS THEREOF, the parties hereto have caused this bond to be executed this _____ day of _____ 2024.

Principal

By:

Signature

Print or type

Street/City Address

Surety

By:

Signature

Print or type

Street/City Address

Telephone Number

Surety Witness:

By: _____

Street/City Address

ATTACHMENT C – PAYMENT BOND

BOND NUMBER: _____

TOTAL BID AMOUNT: \$_____

KNOW ALL MEN BY THESE PRESENTS that we, _____,
_____, as

CONTRACTOR (Principal), and _____, a
corporation, duly authorized to do a general surety business in the State of Oregon as SURETY,
are jointly and severally held and bound unto the City of Albany, Oregon, (Obligee) in the sum of
(100% of Contract) _____

_____ Dollars (\$_____) for the
payment of which we jointly and severally bind ourselves, our heirs, executors, administrators,
and assigns or successors and assigns firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH that, whereas the principal has made and entered into
a certain contract, a copy of which is attached hereto, with the City of Albany, Oregon, which
contract, together with the applicable plans, Standard Specifications, Special Provisions, and
schedule of contract prices, is by this reference made a part, whereby the principal agrees to
perform in accordance with the certain terms, conditions, requirements, plans, and specifications
which are set out in the contract and all authorized modifications of the contract which increase
the amount of the work and the amount of the contract. Notice to the surety of any of the
immediately foregoing are waived.

NOW, THEREFORE, if CONTRACTOR must make payment promptly, as due to all subcontractors
and to all persons supplying to the CONTRACTOR or its subcontractors, equipment, supplies,
labor, or materials for the prosecution of the work, or any part thereof, provided for in said
contract; and must, in performing the contract, pay and cause to be paid not less than the State
of Oregon Bureau of Labor and Industries (BOLI) prevailing wage rates in effect as of the date of
the bid advertisement by City of Albany, Oregon, unless the amount of the contract is \$50,000 or
less, in which case the prevailing wage rate requirement shall not apply; and pay per hour, day,
and week for and to each and every worker who may be employed in and about the performance
of the contract; and pay all contributions or amounts due to the State Accident Insurance Fund
and the State Unemployment Trust Fund from such CONTRACTOR or subcontractors; and pay all
sums of money withheld from the CONTRACTOR’s employees and payable to the State
Department of Revenue; and must pay all other just debts, dues, and demands incurred in the
performance of the said contract; and must pay the City of Albany, Oregon such damages as may
accrue to the City of Albany, Oregon, under the contract, then this obligation is to be void,
otherwise to remain in full force and effect, provided that surety will remain liable to satisfy the
claim of any worker affected by the failure of the principal or any subcontractor under the
contract to pay the minimum rate of wage in accordance with the contract in the amount of
minimum wages and an additional amount equal thereto as liquidated damages.

a) All material suppliers and all persons who shall supply such laborers, mechanics, or
subcontractors with material, supplies, or provisions for carrying on such work, shall have a direct
right of action against CONTRACTOR and SURETY on this bond, second only the right of the City
of Albany, Oregon, under this bond, which right of action must be asserted in proceedings
instituted in the name of the City of Albany, Oregon, to the use and benefit of the person, firm, or
corporation instituting such action and all other persons, firms, or corporations having claims

hereunder, must have the right to be made a party to such proceeding and to have such claim adjudicated in such action and judgment rendered thereon.

b) The said SURETY, for the value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations of this bond; and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract, or to the work, or to the Contract Documents.

IN WITNESS THEREOF, the parties hereto have caused this bond to be executed this _____ day of _____ 2024.

Principal

By:

Signature

Print or type

Street/City Address

Surety

By:

Signature

Print or type

Street/City Address

Telephone Number

Surety Witness:

By: _____

Street/City Address

ATTACHMENT D – APPENDIX II TO PART 200 – CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

Contractors must certify that they can meet and abide by all applicable contract provisions as required by 2 CFR § 200.327 listed below for Projects that receive federal funding, in addition to the City of Albany’s Standard Terms and Conditions.

(A) Thresholds. Contracts for more than the simplified acquisition threshold, currently set by the City of Albany at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where Contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) Termination. Contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of “federally assisted construction contract” in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with Executive Order 11246, “Equal Employment Opportunity” ([30 FR 12319, 12935, 3 CFR Part, 1964-1965](#) Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at [41 CFR part 60](#), “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended ([40 U.S.C. 3141-3148](#)), (**exempted by ARPA-funded project rules**). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#)) “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”. The Act provides that each Contractor or

subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701-3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each Contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act ([42 U.S.C. 7401-7671q](#).) and the Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](#)), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension. (Executive Orders 12549 and 12689) – Contractor must not be debarred or suspended or excluded by agencies or declared ineligible. A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) Procurement of Recovered Materials, 2 CFR § 200.323. Contractors and a non-Federal entity that is a state agency or agency of a political subdivision of a state must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(K) Audit Requirements, 2 CFR §200.501 (Subpart F)

1. Contractor must comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Contract and applicable state or federal law.
2. If Contractor expends federal awards in excess of \$750,000 in a fiscal year, Contractor is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Copies of all audits must be submitted to City within 30 days of completion.
3. Contractor must save, protect and hold harmless City from the cost of any audits or special investigations performed by the Secretary of State with respect to the funds expended under this Contract. Contractor acknowledges and agrees that any audit costs incurred by Contractor as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Contractor and State.

(L) System for Award Management. Contractor must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov>.

This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM. Contractor must also comply with applicable restrictions on subawards ("subgrants") to first tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the Grantee) the unique entity identifier required for SAM registration.

(M) Whistleblower Protection Act. Contractor must comply, and ensure the compliance by subcontractors or subgrantees, with 41U.S.C. 4712, Program for Enhancement of Employee Whistleblower Protection. Contractor must inform subrecipients, contractors and employees, in

writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC § 4712.

(N) Conflict of Interest. Contractor will prohibit any employee, governing body, subcontractor or organization from participating if the employee or entity has an actual or potential conflict of interest with regards to funds provided under this agreement. Contractor must disclose in a timely manner and in writing to the City all violations of Federal criminal law involving fraud, bribery, or gratuity potentially affecting funds provided under the agreement.

(O) Domestic Preferences for Procurements. 2 CFR § 200.322.

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section:

1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products lumber.

(P) Prohibition on Certain Telecommunications & Video Surveillance Services or Equipment. 2 CFR § 200.216 and 200.471

Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

4. In implementing the prohibition under [Public Law 115-232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
5. See [Public Law 115-232](#), section 889 for additional information.

LIST OF APPENDICES

Appendix A – Proposed Training Tower Location Map

Appendix B – Site Dimensions Map

Appendix C – Renderings of Training Tower