INVITATION FOR BID
Modular Classroom
NeighborImpact (Head Start)
2303 SW First Street
Redmond, OR 97756
Date: December 20, 2023

1. AGENCY BACKGROUND

NeighborImpact Head Start/Early Head Start serves around 500 children 0-5 from low income families with 22 classrooms in both Deschutes and Crook counties. Our purpose is to provide early childhood education, family support, health, mental health dental and nutrition services to these families.

2. GENERAL INFORMATION

Project Location: 2303 SW 1st Street, Redmond, OR 97756

Patrick Carey, Deputy Executive Director
NeighborImpact
Telephone: 541-323-6530
Cell: 541-280-3792
E-mail: Patrickc@neighborimpact.org

3. SCOPE

NeighborImpact Head Start is seeking bids for a project that includes the purchase and installation of a modular to be used for a classroom. Sq. Ft. should be as close to 1800 as possible.

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4. SPECIFICATIONS

See attached exhibit “A” for an example of layout.
5. **CONTRACT**

Attached.

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6. **PROPOSAL SUBMITTAL**

If interested, please call Patrick Carey 541-323-6530 to set up time for site review.

Your bid must be submitted as follows:

Due Date: **January 16, 2024 by 4pm.**

Submit to:

- **Hand delivery:** Patrick Carey
  NeighborImpact Head Start/Early Head Start
  2303 SW First Street, Redmond, OR 97756

- **If by e-mail:** Patrickc@neighborimpact.org

- **If by US Mail:** NeighborImpact Head Start/Early Head Start
  Attn: Patrick Carey
  2303 SW First Street, Redmond, OR 97756

If sent e-mail, the subject line must be clearly marked “Bid Response to Classroom Modular”. If by U.S. mail, the outside of the envelope must be also marked as such.

Late bids *may not* be accepted. It is the Bidders responsibility to ensure that their Bid is received by NeighborImpact. NeighborImpact is not responsible for fax or e-mail failures or delivery delays by the U.S. Postal, or any other reason whatsoever.

Bids will be evaluated and contractor selection based on:

1. Lowest total cost to NeighborImpact Head Start/Early Head Start
2. Schedule
3. Warranty

NeighborImpact Head Start/Early Head Start reserves the right to accept or reject any or all bids and to waive informalities in the contract selection process and to withhold award for any reason determined by NeighborImpact Head Start/Early Head Start.
7. ADDITIONAL
Questions or clarifications regarding this RFP are to be in writing and are to be directed to:

Patrick Carey, Deputy Executive Director, Neighborimpact.

E-mail: Patrickc@neighborimpact.org

NON-DISCRIMINATION: NeighborImpact Head Start/Early Head Start does not exclude, deny benefits to, or otherwise discriminate against any person on the ground of race, color, national origin, age, sex, religion or disability in admission to, participation in, receipt of the services and benefits of any of its programs and activities or in employment therein, whether carried out by NeighborImpact Head Start/Early Head Start directly or through a Contractor or any other entity with whom NeighborImpact Head Start/Early Head Start arranges to carry out its programs and activities.

8. COMMITMENT

By submitting a Bid Package, you are legally authorized to commit all resources of the company and are committing to the Terms and Conditions stated herein. Your signature commits your acceptance and compliance to all sections, exhibits, and addenda to this Bid Package.

ADDENDUM “A”
SUPPLEMENTARY CONDITIONS

This project is funded either all or in part, through a grant from the United States Department of Health and Human Services and as such, 45 CFR Subpart “C” is applicable to all work identified herein. Those provisions identified by the checkmark [✓] are incorporated into this Contract or Purchase Order by this reference. Contractor shall comply with all requirements identified by the checkmark.

NeighborImpact Head Start/Early Head Start does not discriminate against any person on the basis of race, color, national origin, disability, sex or age in admission, treatment, or participation in its programs, services and activities, or in employment. No person shall be excluded from participation in or be denied the benefits of any service, or be subjected to discrimination because of race, color, nationality, religion, sex, age, or disability.


[✓] Minority, Small, Woman-Owned Businesses. Contractor shall employ positive efforts to use minority, small and woman-owned businesses in the performance of this Agreement. Such efforts may include:

a. Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women’s business enterprises

b. Encourage contracting with consortiums of small businesses, minority-owned firms and women’s business enterprises when a contract is too large for one of these firms to handle individually
Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Department of Commerce’s Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms and women's business enterprises.

- **Natural Resources.** Contractor shall give preference, to the extent practical, for products and services that conserve natural resources, protect the environment and are energy efficient. 2 CFR 215.44(a)(3)(vi)

- **Competition.** Contractor shall ensure all transactions are conducted in a manner to provide, to the maximum extent practical, open and free competition. 2 CFR 215.43

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**ADDENDUM “B”**

**CONSTRUCTION, RENOVATION, REPAIR, REMODEL**

The following provisions are incorporated into this Agreement and made a part hereof.

2. **Permits and Regulations.** Unless otherwise stipulated, NeighborImpact will secure all necessary building and other permits, governmental fees, licenses, and inspections necessary for proper completion of the work.

3. NeighborImpact shall ensure that all work performed under this Contract shall comply with all State and local regulations, codes, and jurisdictions. NeighborImpact shall obtain all permits required to complete this project, post accordingly, and obtain all necessary inspections.

4. **Owner Activities.** Contractor shall not hinder, inhibit, or restrict Owner activities during the course of construction. Contractor shall only park, place, or store vehicles, equipment, materials, etc. in the area designated by Owner.

5. **Changes in the Work.** All additive changes in the Work must have the prior approval of the NeighborImpact Head Start/Early Head Start Deputy Executive Director. Any additional Work performed by the Contractor or its Subcontractors without the expressed approval of the Deputy Executive Director shall be at the sole risk of the Contractor or Subcontractor.
Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the installation of the modular. Contractor shall take all reasonable precautions for safety and shall provide reasonable protection to prevent damage, injury, or loss.

The following are minimum Contractor safety requirements while working on NeighborImpact premises. These minimum safety requirements are supplemental to Contractor’s established safety programs. If the minimum safety requirements identified herein conflict with any elements of the Contractor’s safety program, then the more stringent of the two shall prevail.

1. **Incident-Free Workplace.** The Contractor is responsible for developing, implementing, and managing an effective safety program that is designed to prevent all workplace injuries to Contractor employees, NeighborImpact employees, and NeighborImpact clients (children and their family) while on NeighborImpact premises.

2. **Environmental.** NeighborImpact requires the conservation of resources committed to the contracted work. NeighborImpact mandates appropriate responses to any spills or other mishaps that may lead to the contamination of or damage to NeighborImpact facilities and/or property.

3. **OR-OSHA Compliance.** All work by Contractor shall be performed in accordance with all applicable OR-OSHA, DEQ, federal, state, and local laws and regulations. Contractor shall employ “good judgment” consistent with Contractor’s particular trade where there is no precedent case or law. Contractors shall cooperate in any inspections conducted by NeighborImpact or government agencies. The Contractor has responsibility for the on-site safety of all persons.

4. **Barricades.** Contractor shall ensure that all work areas are adequately barricaded to prevent any unauthorized entry into the work area. As a minimum, perimeter of worksite shall be barricaded with a 6 foot, chain link fence. Contractor shall ensure all gates, entrances, egresses, etc. are locked and secured at the end of each work day.

5. **Signage.** Contractor shall provide adequate signage to keep unauthorized persons out of the work area. All signage shall be posted in both English and Spanish.

6. **Individual Responsibilities.** Horseplay, fighting, foul language, gambling, and the possession firearms, ammunition, weapons of any kind, alcoholic beverages, or illegal drugs or narcotics are strictly prohibited. Smoking, chewing, dipping, and/or other tobacco products are not allowed on most sites. If tobacco products are allowed, they may only be used in designated areas. Cigarette ash containers are to be used for disposing of tobacco products.

7. **Lockout/Tag-out.** Any operations requiring Lockout/Tag-out shall be performed with a lock specifically identifying the person locking-out the equipment or process. Gang boxes are to be removed immediately from mechanical workspaces upon completion of the work.
8. **Confined Space.** Contractor shall perform all confined space work in strict compliance with OR-OSHA regulations.

9. **Overhead/Underground Utilities.** Contractor shall identify all overhead and known underground utilities prior to the start of any work that may interfere with them. Proper distances must be maintained from all overhead power lines. If safe distances cannot be maintained, the Contractor shall submit a written procedure to the appropriate PSM outlining how the work is to be performed. Contractor’s written procedure must be reviewed and approved by NeighborImpact prior to Contractor commencing the work.

10. **Housekeeping.** All construction materials are to be stored in a neat and orderly manner, out of reach of children. All exits and access ways must remain unobstructed at all times unless specific permission is obtained and appropriate signage is posted. Contractor must remove all scrap and trash from the jobsite daily. Scrap, trash, and other wastes shall be placed in designated containers – provided by Contractor.
1. REQUIRED INSURANCE

   Note regarding the applicability of either (a) Workers Compensation and Employers Liability Insurance or (b) Health Insurance for Principals: If the Contractor has employees, then (a) is required. If the Contractor is self-employed or an officer of the company, and will be performing the work, then (b) is required unless they are covered by the company’s Workers Compensation Insurance.

a. Workers Compensation and Employers’ Liability

   [✓] Required   [ ] Not required

   All employers, including CONTRACTOR, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). CONTRACTOR shall require and ensure that each of its subcontractors complies with these requirements.

   If CONTRACTOR is an employer, as defined in ORS 656.023, CONTRACTOR shall obtain employers’ liability coverage. CONTRACTOR shall provide proof of insurance of not less than the following amounts: $500,000.00 Per occurrence limit for any single claimant; and

b. Health Insurance for Principals

   [ ] Required   [✓] Not required

   If a “Principal” of the company is providing services under this Contract, Health Insurance must be provided in lieu of Workers Compensation. To qualify for this, the service provider (CONTRACTOR) must be an owner or officer of the business.

c. Professional Liability

   [ ] Required   [✓] Not required

   Professional Liability Insurance covering any damages caused by error, omission or any negligent acts related to the services to be provided under this Contract. CONTRACTOR shall provide proof of insurance of not less than the following amounts as determined by SOHS $1,000,000.00 Per occurrence limit for any single claimant; and

d. Commercial General Liability

   [✓] Required   [ ] Not required
Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to SOHS. This insurance shall include personal injury liability, products, and completed operations. Coverage shall be written on an occurrence basis. CONTRACTOR shall provide proof of insurance of not less than the following amounts.

**Bodily Injury/Death:**
$1,000,000.00 Per occurrence limit for any single claimant; and

**Property Damage:**
$1,000,000.00 Per occurrence limit for any single claimant; and

e. **Automobile Liability Insurance: Automobile Liability**

[ ] Required  [✓ ] Not required

Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for “Commercial General Liability” and “Automobile Liability”). CONTRACTOR shall provide proof of insurance of not less than the following:

$1,000,000.00 Combined Single Limit – unless otherwise specified in Section “g” below

f. **Pollution Liability**

[ ] Required  [✓ ] Not required

Pollution Liability Insurance covering CONTRACTOR’S liability for bodily injury, property damage and environmental damage resulting from either sudden or gradual accidental pollution and related cleanup costs incurred by CONTRACTOR, all arising out of goods delivered or services (including transportation risk) performed under this Contract. Combined single limit per occurrence shall not be less than one million ($1,000,000.00). Annual aggregate limit shall not be less than one million ($1,000,000.00).