

# City of John Day

## Request for Competitive Quotes – Greenhouse Construction

In accordance with ORS 279C.412 and ORS 279C.414, City of John Day (“City”) is informally soliciting competitive quotes (“Quotes”) from licensed and qualified contractors to provide certain construction services for and on behalf of City (the “Services”) as described in this Request for Competitive Quotes (this “RFQ”).

### PROJECT BACKGROUND

On or about September 1, 2018, City entered into an agreement with Euromex Greenhouse Manufacturing & Sales, LLC (“Euromex”) pursuant to which City agreed to purchase from Euromex a certain greenhouse structure and related equipment. Pursuant to the agreement, Euromex will deliver all materials, equipment, supplies, components, systems, instructions, and plans necessary for a multipurpose greenhouse with hydroponic farming systems (collectively, the “Greenhouse”). The Greenhouse will be located at 60835 Hwy 26, John Day, Oregon 97845 (13S31E22D Willamette Meridian, Tax lot 300).

In addition to supplying the materials, components, supplies, and the Plans (as defined below) necessary for the construction of the Greenhouse, Euromex will provide the certain services for and on behalf of City including, without limitation, the following (collectively, the “Euromex Services”): (a) certain supervision services for the proper assembly and installation of the Greenhouse; and (b) certain services necessary for the proper installation, assembly, and testing of the Greenhouse grow systems and fertigation systems.

### SCOPE OF WORK

City is soliciting competitive quotes from licensed and qualified contractors to provide all labor, equipment, and related construction services necessary to safely assemble, install, and erect the Greenhouse in accordance with the stamped architectural and engineering plans prepared by Euromex (the “Plans”), including, without limitation, the following work (collectively, the “Services”):

1. Coordinate with Euromex concerning the proper installation and assembly of the Greenhouse.
2. [Insert description of Services]
3. [Insert description of Services]

The Services must be completed no later than \_\_\_\_\_, 2018. The selected contractor will not perform (or be responsible for performing) the Euromex Services.

Interested contractors are responsible for and strongly encouraged to visit and inspect the site to evaluate site conditions. The Plans may be viewed and/or acquired at John Day City Hall, 450 East Main Street, John Day, Oregon 97845 and/or at City’s website <http://www.cityofjohnday.com/>.

### FORM OF QUOTE SUBMISSION

The following minimum requirements as to the form and manner of submitting Quotes must be strictly observed; variance from these requirements will result in rejection of the Quote as unresponsive. A contractor interested in performing the Services must submit a written Quote, on the quote form attached hereto as Exhibit A, containing the following information:

1. Contractor’s name, CCB license number, address, contact information, and the name of the primary contact in reference to the proposal.

2. Brief information concerning the contractor (e.g., background, size, types of services provided, and examples of similar projects completed).
3. Identification of the person(s) who will be assigned and responsible to oversee performance of the Services.
4. A work plan and accompanying time schedule for timely completion of the Services.
5. Contractor's estimated cost to perform the Services which will identify the contractor's applicable hourly rate(s) and not-to-exceed amount.
6. A brief description of contractor's experience, specific expertise, availability, project understanding, and any other factor related to constructing, assembling, and/or installing greenhouses and/or other related structures.

Each contractor must sign its Quote. The quote form must be used without alteration. All blank spaces in the quote form must be filled in, in ink, or typed, in both words and figures where required.

#### **SUBMISSION OF QUOTES**

To be considered, please submit your Quote to Nick Green, City Manager, via email at [green@grantcounty-or.gov](mailto:green@grantcounty-or.gov), or by mail or hand delivery at the addresses provided below:

City of John Day  
Attn: Nick Green  
450 east Main Street  
John Day, Oregon 97845

Please clearly label the outside of the envelope (or fill in the email subject line with) "John Day Greenhouse Construction Services Quote." Quotes must be received by City on or before \_\_\_\_\_, 2018. Quotes received after the deadline date/time will not be considered. Notwithstanding anything contained in this RFQ to the contrary, if in City's best interest, City reserves the right to, in accordance with Oregon law, (a) amend and/or revise this RFQ in whole or in part, (b) cancel this RFQ, (c) extend the submittal deadline for responses to this RFQ, (d) waive minor informalities and errors in such Quotes, and/or (e) reject all Quotes for any reason and/or without indicating reasons for rejection. Further, City reserves the right to seek clarification(s) from each contractor and/or require supplemental information for any contractor. This RFQ does not obligate City to award a contract and/or to procure the Services described herein.

#### **INSURANCE REQUIREMENTS**

The contractor will be required to meet all provisions of the Agreement (defined below), including, without limitation, the following minimum levels of insurance:

1. Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverages that are satisfactory to City, including personal injury liability, products and completed operations, and contractual liability coverage for the indemnity provided under the Agreement. The insurance will have a combined single limit of not less than \$1,000,000, and an aggregate limit of not less than \$2,000,000. The insurance will name City and its officers, agents, and employees as additional insureds. Prior to execution of the Agreement, the contractor will deliver to City certificates (and any related endorsements) evidencing the insurance contractor is required to obtain under the Agreement.

2. Automobile Liability Insurance with limits of not less than \$500,000 combined single limit or split limits of \$250,000 per person, \$500,000 per occurrence and \$250,000 property damage. The insurance will name City and its officers, agents, and employees as additional insureds. Prior to execution of the Agreement, the contractor will deliver to City certificates (and any related endorsements) evidencing the insurance contractor is required to obtain under the Agreement.

3. Workers' Compensation Coverage. Unless exempt, the contractor will have Workers' Compensation insurance satisfying the requirements of applicable Oregon law. Workers' Compensation coverage will contain a waiver of subrogation in favor of City.

#### **AWARD OF CONTRACT**

If a contract is awarded, City will award the contract to the contractor whose Quote will best serve the interests of City, taking into account the contractor's quote as well as considerations including, without limitation, experience, specific expertise, availability, project understanding, contractor capacity, responsibility and similar factors. Contractors responding to this RFQ do so at their own expense and City is not responsible for any costs and/or expenses associated with the preparation and/or submission of any Quote.

If a contract is awarded, City and the selected contractor will enter into City's Construction Services Agreement, substantially in the form attached as Exhibit B (the "Agreement"). The Agreement will contain terms and conditions required under applicable law and will otherwise be in form and content satisfactory to City. Without otherwise limiting the generality of the immediately preceding sentence, the Agreement will include terms and conditions concerning, among other things, acceptable standards of performance, compensation, minimum insurance requirements, compliance with laws, indemnification, representations and warranties, City's right to terminate the Agreement and/or declare a default under the Agreement, the consequences for contractor's failure to perform its obligations under the contract, and City's right to seek damages and other relief available to City under contract and applicable law. The contractor is responsible for inspecting the project site, and confirming the project work conditions, prior to submitting a Quote.

If you have any questions regarding this request for quotes, or to arrange a site visit, please contact Mr. Green via email (provided above) or telephone (541-575-0028).

Exhibit A  
Quote Form

Date: \_\_\_\_\_ Time: \_\_\_\_\_

TO: City of John Day  
Attn: Nick Green, City Manager  
450 East Main Street  
John Day, Oregon 97845

The undersigned, hereinafter called the "Contractor," declares that the only persons or parties interested in this Quote are those named herein; that this Quote is, in all respects, fair and without fraud; and it is made without collusion with any official of City of John Day, Oregon, hereinafter called "City"; and that this Quote is made without any connection or collusion with any person making another Quote on the Agreement (as defined below).

Contractor agrees that all of the applicable provisions of Oregon law relating to public contracts (ORS Chapter 279A, 279B & 279C) and the City's public contracting rules are, by this reference, incorporated in and made a part of this Quote. Contractor hereby states that Contractor agrees to be bound by and comply with the provisions of ORS 279C.838, 279C.840 or 40 U.S.C. 3141 to 3148, as applicable.

Contractor certifies that Contractor has not discriminated and will not discriminate against minority, women or emerging small business enterprises in obtaining required subcontracts.

Contractor agrees that if this Quote is accepted, Contractor will, within ten (10) days after notification of acceptance, execute an agreement with the City in the form of agreement attached to the Request for Competitive Quotes (the "Agreement"); and will, at the time of execution of the Agreement, deliver to the City proof of the required insurance; and will, to the extent of this Quote, furnish all labor necessary to complete the work in the manner, in the time, and according to the methods as specified in the Agreement and required by the City Manager.

Contractor agrees to commence work upon the issuance of a "Notice to Proceed" by the City and fully complete the project according to the times specifically set forth in the Agreement. Contractor further agrees to pay liquidated damages as set forth in the Agreement for failure to complete within the specified time.

**CONTRACTOR INFORMATION**

FROM: Contractor's Name: \_\_\_\_\_  
Primary Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
Email: \_\_\_\_\_  
CCB #: \_\_\_\_\_

Operating as (strike out conditions that do not apply) an individual, a Limited Liability Company, a Corporation, organized and existing under the law of the State of \_\_\_\_\_, or a Sole Proprietorship, a Partnership, or Joint Venture consisting of \_\_\_\_\_

[Circle one.] Contractor (is) (is not) a resident of the State of Oregon. If Contractor is a resident of another state, specify state of residency: \_\_\_\_\_.

**QUOTE:**

1. Having become completely familiar with the local conditions and legal requirements affecting the cost of Services (as the term is defined in the Request for Quotes) at the place where Services are to be executed, and having carefully examined the site conditions as they currently exist, and having carefully examined the plans prepared by Euromex Greenhouse Manufacturing & Sales, LLC (the "Plans"), together with any addenda to such Plans, the undersigned hereby proposes and agrees to provide all labor, physical plant, equipment, transportation, and other facilities and services as necessary and/or required to execute all of the Services described by the aforesaid Plans and the Scope of Work (as defined in the Request for Quotes) for the following not-to-exceed amount:

**QUOTE:** \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

said amount being hereinafter referred to as the "Quote". The Quote is itemized as follows:

<u>Position</u>	<u>Hours</u>	<u>Rate</u>	
_____			\$ _____
_____			\$ _____
_____			\$ _____

**ADDITIONAL CRITERIA:**

2. Contractor will address the following criteria on a separate sheet and attach to this form:
  - a) Brief information concerning Contractor (e.g., background, size, types of services provided, and examples of similar projects completed).
  - b) Identify the person(s) who will be assigned and responsible to oversee performance of the Services.
  - c) Include a work plan and accompanying time schedule for timely completion of the Services.
  - d) Contractor's experience, specific expertise, availability, project understanding, and any other factor related to constructing, assembling, and/or installing greenhouses and/or other related structures.

**CONTRACTOR:**

\_\_\_\_\_  
[Company Name]

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Exhibit B  
City's Construction Services Agreement

(attached)

DRAFT