



**INVITATION TO BID  
FOR  
CONSTRUCTION SERVICES**

***Deschutes County Recovery Center (Telecare) HVAC Replacement***

***20370 Poe Sholes Drive  
Bend, OR 97701***

Deschutes County  
Bend, Oregon



Issued:

July 24, 2024

**Bid Due Date:**

**August 29, 2024, 2:00 p.m. PST**

**Invitation to Bid**

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                         Bid Bond Form  
                         BOLI Acknowledgement Letter  
                         Deschutes County Sheriff's Office Personal Inquiry Waiver & Release  
                         Demo drawings dated 6/27/2024  
                         Electrical drawings dated 6/27/2024  
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                         Deschutes County Services Contract & General Conditions to the Contract

**SECTION 1**  
**GENERAL INFORMATION**

**1.1 INTRODUCTION**

Deschutes County will receive bids for construction services for the removal, disposal, and installation of HVAC equipment at the Deschutes County Recovery Center located at 20370 Poe Sholes Dr, Bend, OR.

**1.2 SCHEDULE OF EVENTS**

The County anticipates the following schedule for the project:

July 24 – 31, 2024	Invitation to Bid
August 01, 2024	Mandatory Pre-bid Walkthrough @ 10:00 AM <ul style="list-style-type: none"><li>• Meet at the main entrance of the Deschutes County Recovery Center building, located at 20370 Poe Sholes Dr., Bend, OR 97701</li><li>• Attendance is limited to one person per company</li></ul>
August 08, 2024	Questions/Requests for Clarification due by 2:00 PM
August 14, 2024	Addendum Issued

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Deschutes County Recovery HVAC Replacement

August 29, 2024

Bid Due Date: 2:00 PM

Bids will be publicly opened immediately after closing.

**NOTE:** All questions must be made in writing via email to Brent Harding, Facilities Department Project Coordinator at [brent.harding@deschutescounty.gov](mailto:brent.harding@deschutescounty.gov) by 2:00 PM (PST), August 08, 2024.

### 1.3 BID DELIVERY

Bids may be hand-delivered or mailed with the following label or subject heading:  
"Invitation to Bid – Recovery HVAC Replacement" to the following address:

Mailing Address:

Deschutes County Facilities  
Attn: Brent Harding  
P.O. Box 6005  
Bend, OR 97708-6005

Physical Address:

Deschutes County Facilities  
Attn: Brent Harding  
14 NW Kearney Avenue  
Bend, OR 97703

Bids must be received by the Deschutes County Facilities Department no later than:

**August 29, 2024 at 2:00 p.m. (PST)**

The official bid clock is located in the office of the Deschutes County Facilities Building reception. Bids received after the deadline will not be considered. Facsimile and electronic format bids will not be accepted. Bids will be opened and publicly read aloud immediately after closing at the same location.

Bids shall be made on the forms furnished, incorporating all contract documents, including all addenda and the Bid Bond or Cashier's Check for the minimum amount of 10 percent of the Bid Price. The envelope shall be clearly marked "**CONSTRUCTION BID FOR RECOVERY HVAC REPLACEMENT**" and shall contain the name and address of the bidder.

Subcontractor Disclosure shall be submitted no later than 4 p.m. on the same date in a separate envelope and shall be clearly marked, "**SUBCONTRACTOR DISCLOSURE FOR RECOVERY HVAC.**"

Bidders are required to disclose information regarding certain first-tier subcontracts (ORS 279C.370). Specifically, when the contract amount of a first-tier subcontract furnishing labor or labor and materials would be greater than or equal to: (1) 5% of the project bid, but at least \$15,000; or (2) \$350,000 regardless of the percentage, the bidder must disclose the following information about that subcontract either in its bids submission, or within two hours after bid closing: the subcontractor's name, the category of work that the subcontractor would be performing; and the dollar value of the subcontract.

If the bidder will not be using any subcontractors that are subject to the above disclosure requirements, the bidder is required to indicate "NONE" on the accompanying form.

**THE CONTRACTING AGENCY MUST REJECT A BID IF THE BIDDER FAILS TO SUBMIT THE DISCLOSURE FORM WITH THIS INFORMATION BY THE STATED DEADLINE (OAR 137-049-0360).**

End of Section 1

## SECTION 2 AUTHORITY, REQUIREMENTS, SCHEDULE, AND SCOPE OF WORK

### 2.1 AUTHORITY AND METHOD

Deschutes County is issuing this invitation to bid in accordance with DCC 2.37 and pursuant to ORS 279C and applicable provisions of OAR.

Deschutes County may reject any bid not in compliance with all prescribed bid procedures and requirements and may reject for good cause or no cause any or all bids upon a finding of Deschutes County it is in the public interest to do so.

### 2.2 PROJECT REQUIREMENTS, INFORMATION AND BIDDING

#### Requirements:

- **Background checks:** This is a County facility and Deschutes County Sheriff's Office criminal history checks are required for all contractor employees working on the site. Criminal history checks are provided free of charge and must be completed prior to starting work. Instructions and waiver form are included as an attachment for your reference.
- **Project communication:** Except for very general and basic information, contractors are NOT to communicate with building occupants regarding the construction project. All communication must go through Brent Harding or designated Facilities Department staff.
- **Questions:** All questions must be submitted in writing via email to [brent.harding@deschutescounty.gov](mailto:brent.harding@deschutescounty.gov) by the date and time listed in Section 1.2 Schedule of Events. If necessary, an addendum will be issued prior to the bid due date.
- **Mandatory pre-bid site visit:** It is mandatory for all bidders to attend the pre-bid site meeting on the date and time listed in Section 1.2 Schedule of Events.
- **Subsequent site visits:** All site visits must be scheduled through Brent Harding. Contractors MUST be accompanied by a Deschutes County staff member to visit the site.
- **BOLI prevailing wage:** This is a BOLI prevailing wage project. July 5, 2024 wage rates and amendments apply. The attached BOLI requirement letter must be signed and returned with the contractor bid.

- **Bonds and Insurance:**

Required:

Public Works Bond

Not required:

Builders Risk Insurance, provided by County

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GL Insurance  
Bid Bond or Cashier's Check for 10% of bid price  
Performance and Payment Bond

## **2.3 SCHEDULE**

The contractor shall be prepared to commence work within four (4) weeks of an executed contract. Work is anticipated to be completed by December 1, 2024.

## **2.4 SCOPE OF WORK:**

In accordance with Demolition, Mechanical, Electric and Plumbing drawings as generally summarized below:

- All mechanical, electrical, controls wiring and plumbing and associated permitting to be provided by contractor.
- Perform as much electrical work before removal of existing system to minimize downtime.
- Remove all associated equipment, controls, branch boxes and refrigerant piping.
- Remove and dispose of decommissioned ducting. No abandon in place.
- Modify and/or install new ducting to tie in a new split system air handlers and heat pumps (Preference: Bubble Wrap Insulation).
- All air handlers to have 2" Merv 11 filters installed per drawing.
- Remove existing Daikin multi-zone VRF system from the facility.
- Provide concrete housekeeping pad for new equipment.
- Install new heat pump units on 12" snow legs.
- Install new condensing units.
- New refrigeration lines to be hard drawn copper, ran in a professional manner.
- Install drain pans under air handlers located in attic space.
- Contractor responsible for any mobile heating/cooling systems to maintain adequate temperature in the building during construction (68°-72°).
- Completely clean any ducts being reused.
- All controls wiring will be in conduit.
- Label all pieces of equipment matching the schedule.
- Include Distech BACnet/IP controllers.
- Contractor will balance the system per design CFM requirements (+/- 10%)
- Other work as detailed in Engineered drawings.

The facility is a secure residential care facility that will remain in operation through the duration of the project. Construction noise that will be disruptive to the residents will not begin until after 9:00 AM.

**End of Section 2**

**SECTION 3**  
**AWARD and CONTRACT REQUIREMENTS**

**3.1 AWARD NOTIFICATION PROCESS**

The bids will require approximately (3) calendar days for evaluation. The apparent lowest, responsive bidder will be notified as well as bidder results provided to all bidders within 5 days after the evaluation is complete.

**3.2 CONTRACT REQUIREMENTS**

The successful bidder will be required to enter into a County Services Contract and referenced General Conditions of a Contract with Deschutes County.

If the County and the lowest responsive bidder are not able to agree to contract terms, the County may elect to initiate negotiation with the second-place bidder, and so on.

**End of Section 3**

## **SECTION 4**

### **ADDITIONAL INFORMATION**

#### **4.1 ASSIGNMENT**

Neither the resultant contract nor any of the requirements, rights, or privileges demanded by it may be sold, assigned, sublet, contracted, or transferred by the Contractor without the express written consent of Deschutes County. The granting or withholding of such consent shall be at the County's sole discretion.

#### **4.2 CANCELLATION**

Deschutes County reserves the sole and unconditional right to cancel award of the contract any time before execution of the contract by both parties if cancellation is deemed by Deschutes County to be in Deschutes County's best interest. In no event shall Deschutes County have any liability for the cancellation of the award or proposed contract. The bidder assumes the sole risk and responsibility for all expenses connected with the preparation of its bid.

#### **4.3 CLARIFICATION OF RESPONSES**

Deschutes County or its agent reserves the right to obtain clarification of any point in a firm's bid or to obtain additional information necessary to properly evaluate a particular bid. Failure of a bidder to respond to such a request for additional information or clarification could result in rejection of that firm's response or responses.

#### **4.4 COLLUSION**

A bidder submitting a Bid hereby certifies that no officer, agent, or employee of Deschutes County has a pecuniary interest in the submitted Bid; that the Bid is made in good faith without fraud, collusion, or connection of any kind with any other Bidder; the Bidder is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.

#### **4.5 COST OF PREPARATION OF RESPONSE**

Costs incurred by any bidder in the preparation of their response to this Invitation to Bid is the responsibility of the bidder and will not be reimbursed by the County.

#### **4.6 DISPUTES**

In case of any doubt or differences of opinions as to the items or service to be furnished hereunder, or the interpretation of the provisions of the Invitation to Bid, the decision of Deschutes County shall be final and binding upon all parties.

#### **4.7 LOBBYING**

Commencing with the issuance of this Invitation to Bid, Contractors or others acting on their behalf are cautioned not to undertake any activities or actions to promote their bids. Bidders or others acting on their behalf shall not make direct or indirect (through others) contact with members of the Deschutes County Board of Commissioners, County staff, or others to promote their bids. Violation of this requirement may, in County's sole discretion, be grounds for disqualifying the bidder from further (and subsequent) consideration.

#### **4.8 NON-APPROPRIATION**

Notwithstanding any provision of this Invitation to Bid or resultant contract to the contrary, in the event insufficient funds are appropriated for the project or County has no other lawfully available

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funds, then the County may terminate any resultant agreements and contracts at the end of its then-current fiscal year, with no further liability or penalty. The County shall deliver written notice to the contractor of such termination no later than thirty (30) days from the determination by the County of the event of non-appropriation.

#### **4.9 NON-DISCRIMINATION IN EMPLOYMENT**

The successful bidder's attention is directed to the provisions of Oregon Revised Statutes, Chapter 659, prohibiting discrimination in employment.

#### **4.10 BIDS ARE PUBLIC RECORDS**

All bids submitted in response to this Invitation to Bid shall become the property of Deschutes County and may be utilized in any manner and for any lawful purpose by Deschutes County.

***Be advised that bids and all documents submitted in response to this Invitation to Bid are subject to public disclosure as required by applicable state and/or federal laws.*** If you intend to submit any information with your bid which you believe is confidential, proprietary, or otherwise protected from public disclosure (trade secret, etc.), you must separately bind and clearly identify all such material. The cover page of the separate binding must be red, and the header or footer for each page must provide as follows: "Not Subject to Public Disclosure". Where authorized by law, and at its sole discretion, Deschutes County will endeavor to resist disclosure of properly identified portions of the bids.

#### **4.11 BID NOT A CONTRACT**

Neither this Invitation to Bid nor responses to it constitute a contract between the County and the bidder. County reserves the right to negotiate specific contract terms with the selected contractor.

#### **4.12 VERBAL STATEMENTS NOT BINDING**

Statements made by Deschutes County representatives concerning this bid are not binding upon the County unless confirmed in writing by a duly authorized employee/official.

#### **4.13 REJECTION OF BIDS**

Deschutes County reserves the right to reject any or all responses to this Invitation to Bid for any lawful reason or for no reason. No bids will be considered that fail to contain the required information. There will be no changes to the content of this request for bids except by written notification to the bidders who respond in accordance with the criteria herein. County may reject any bid 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).

#### **4.14 STATE AND FEDERAL LAW COMPLIANCE**

Bidder must comply with all applicable requirements of federal and state civil rights law and rehabilitation statutes. The successful bidder agrees to comply with all applicable provisions of Oregon public contracting law (Oregon Revised Statutes, Chapter 279, 279A, 279B, and 279C).

**End of section 4**