

**COMMUNITY ACTION PROGRAM OF EAST CENTRAL OREGON  
211 SE Byers Avenue, Pendleton, Oregon 97801**

**REQUEST FOR PROPOSAL (RFP) FOR  
DESIGN-BUILD SERVICES**

**Modification of Warehouse**

**Project Name:**

**Eastern Oregon Regional Food Center**

**Site located at 211 SE Byers Ave., Pendleton, Oregon**

**Solicitation Issued:** May 31, 2024  
**Proposal Due Date:** June 21, 2024 by 12:00 p.m. noon  
**Awardee Selection Date:** July 12, 2024  
**Contact:** Alyssa Alexander 541-278-5688 or by email at [aalexander@capeco-works.org](mailto:aalexander@capeco-works.org)  
**Proposals Accepted By:** Mail:  
CAPECO  
Attn: Alyssa Alexander  
211 SE Byers Avenue  
Pendleton, OR 97801  
or  
Email:  
[aalexander@capeco-works.org](mailto:aalexander@capeco-works.org)

# **1. INTRODUCTION**

## **1.1. OVERVIEW**

Incorporated in October 1987, CAPECO's annual operating budget of \$11,416,182 provides essential and preventative services to low-income households in Umatilla, Morrow, Gilliam, and Wheeler Counties and aging-in-place services in Hood River, Sherman, and Wasco Counties. Current funding allows the agency to provide food and nutrition services, emergency service programs, self-reliance programs, mortgage assistance, homeownership services and energy services including financial assistance, education, and weatherization services for tenant-based and owner-occupied units.

The purpose of the Eastern Oregon Regional Food Center is to address multiple needs under one roof. CAPECO's current food warehouse serves as a regional hub serving Umatilla, Morrow, Gilliam, and Wheeler Counties through Oregon Food Bank. The facility is a central collection point for surplus food collected from grocery stores and other wholesalers as well as commodities, purchased food, and donated food. Food collected is distributed to 21 local partner agencies who in turn distribute over a million pounds of food to thousands of persons in the four-county service delivery area. The facility also serves as the storage and distribution point for a senior commodity program offering nutritional foods to persons 60 and over. As the local Area Agency on Aging, CAPECO also serves seniors and home-bound persons through congregate meal sites and home-delivered-meals.

A primary focus of the Eastern Oregon Regional Food Center will be the food warehouse space, allowing for proper receiving, storage, and repackaging of food items. This will include a space large enough to accommodate drive-in freezer and drive-in cooler areas, a temperature-controlled repacking area to sort and repackage food, when necessary, temperature controlled dry storage for the safe storage of dry goods and produce such as onions and potatoes, and adequate space to receive food and other donations.

In December 2023, CAPECO purchased the East Oregonian Publishing Company's office building at 211 SE Byers Ave. in Pendleton. The space includes professional office space as well as warehouse space once used for newspaper printing. The Project is to modify the existing warehouse space to accommodate for the needs of the agency's food banking activities as described above. The space will need to be modified to include freezer and cooler storage, fresh food sorting and secured exteriors.

Nothing in this RFP shall be construed to create any legal obligation on the part of CAPECO or any respondents. CAPECO reserves the right, in its sole discretion, to amend, suspend, terminate, or reissue this RFP in whole or in part, at any stage. In no event shall CAPECO be liable to respondents for any cost or damages incurred in connection with the RFP process, including but not limited to, all costs of preparing a response to this RFP or any other costs incurred in reliance on this RFP. All supporting documentation submitted in response to this RFP will become the property of CAPECO. Respondents may also withdraw their interest in the RFP, in writing, at any point in time as more information becomes known.

## **1.2. PROJECT TIMEFRAME**

The Project must be complete by June 30, 2025.

## **1.3 REGULATIONS & PERMITS**

The selected Contractor shall comply with all codes, standards, regulations, and workers' safety rules that are administered by federal agencies, state agencies, and any other local regulations and standards. More specifically, the selected Contractor shall comply with all federal, state, and local safety laws and regulations applicable to the execution of the Project including but not limited to: "Right to Know" Occupational Safety and Health Agency (OSHA); and other applicable federal, state and local codes laws and regulations regulating worker safety, transport, and disposal. Contractor shall post any applicable workplace notices as required by Law.

Contractor shall coordinate all efforts required to obtain required permits. All permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work shall be secured and paid for by Contractor. Contractor shall comply with and give notices required by laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on performance of the work.

## **2. CONTRACTOR REQUIREMENTS**

### **2.1. SCOPE OF WORK**

The successful bidder will work with CAPECO to design and construct modifications to the warehouse space in Pendleton, Oregon in the following phases:

#### **Design Phase**

Contractor will tour the location to establish as built conditions and advise on any issues or constraints. CAPECO will provide contractor blueprints of the physical space and an outline of needs to fully function as a food warehouse with the purpose of food banking efforts. Contractor will utilize value engineering during design development and propose changes and improvements. Contractor will provide conceptual drawings of changes proposed. Proposed changes will be reviewed with CAPECO stakeholders for approval or changes. Contractor will develop cost estimates and a draft construction schedule. Contractor will schedule and manage pre-bid and/or preconstruction meetings including taking minutes to be shared with all project team participants.

#### **Bid/Construction Phase**

Contractor may self-perform all construction services or conduct and manage the competitive bidding process for all necessary construction services. Contractor will provide project management services on behalf of CAPECO including scheduling and managing project meetings regarding status, changes, delays, and schedule updates. Contractor will take and provide meeting minutes to all project team participants. Contractor will provide construction drawings and acquire all required permits.

### **Post Construction Phase**

Contractor will ensure completion of punch list items in a timely manner as well as coordinating all contractor close out requirements including warranties, employee training, keys, manuals, as-built drawings, finishing schedules and any final reports.

## **2.2. QUALIFICATIONS**

Proposals are solicited only from qualified Contractors known to be experienced and regularly engaged in work of similar character and scope to that covered in this RFP. Satisfactory evidence that the bidder has the necessary capital, equipment, experience, and personnel to do the work may be required. A detailed description of the Contractor's qualifications shall be included with the proposal, as described in Section 3: "Proposal Requirements". At a minimum, respondents must have the following qualifications:

### **Prior Experience**

Respondents shall provide evidence of 5 years of experience and detailed qualifications in performing design-build projects in commercial construction in compliance with local building codes and the International Building Code (IBC).

### **Capacity**

Respondents shall provide evidence that they have the necessary capital, equipment, experience, and personnel to complete the Project within the indicated time frame.

### **Project-specific Qualifications**

Respondents shall provide a statement confirming the company's capacity to complete the Project as described in this RFP.

### **Debarment, Suspension, Ineligibility and Voluntary Exclusion**

Respondents must certify that neither contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any Federal department or agency.

## **2.3. INSURANCE**

The Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from, or in connection with the performance of the Work by the Contractor, his agents, representatives, employees, or subcontractors. Contractor shall maintain limits no less than:

### **Commercial General Liability**

\$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.

### **Workers' Compensation and Employers' Liability**

Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$1,000,000 per accident.

## **2.4. CERTIFICATIONS OF INSURANCE**

Included in bid package, respondents shall provide to CAPECO certificates of insurance to meet the above requirements. Policies shall be endorsed to provide CAPECO with at least 30 days written notice of reduction, cancellation, or intent not to renew coverages as called for above. If insurance is canceled, reduced, non-renewed, or otherwise is not in effect to the minimum required coverage, the selected Contractor must cease work on this bid.

The Contractor shall furnish CAPECO with certificates of insurance naming Community Action Program of East Central Oregon, as additional insured, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements shall be submitted to, approved by CAPECO before any of the work commences. CAPECO reserves the right to request full certified copies of the insurance policies and endorsements.

## **2.5. DAMAGE TO PERSONS OR PROPERTY**

The selected Contractor also accepts sole responsibility for any damage to any person or damage to public or private property resulting from their performance of the work, whether based on negligence or any other legal or equitable claim. The selected Contractor will protect, defend, and hold harmless CAPECO from any and all damage, claim, liability, or expenses whatsoever, or any amounts paid in compromise there of arising out of or connected with the performance of this contract, including those related to the selected Contractor's (or its subcontractors') negligence.

## **2.6. QUALITY OF SERVICE**

The selected Contractor will operate in a professional manner and keep all noise and other nuisances to a minimum at all times while under contract with CAPECO. The selected Contractor shall file all documents outlined in this RFP in a timely and well-organized manner.

## **2.7. SUPPORT FACILITIES**

Selected Contractor shall have an available office with sufficient staff and communications facilities to assure ready accessibility and prompt response to the needs of CAPECO.

## **2.8. CONTRACTOR'S PAYMENT OF TAXES, PERMITS, ETC.**

The selected Contractor shall be solely responsible for:

- Payment of wages to its workforce in compliance with all federal and state laws, including the Federal and State Wage and Hour laws.
- Payment of any and all FICA, unemployment contributions and other payroll-related taxes or contributions required to be paid by the selected Contractor under State and Federal law.
- Payment of all applicable Federal, State, or Municipal taxes, charges or permit fees, whether now in force or subsequently enacted.
- Payment of any and all suppliers, merchants, or vendors from whom the selected Contractor obtains items and materials related to the contract.

The selected Contractor shall indemnify and hold CAPECO harmless from all claims arising from the foregoing payment obligations of the selected Contractor.

## **2.9. ASSIGNMENTS OF SUBCONTRACTING**

The selected Contractor shall not assign, subcontract or otherwise transfer its duties and/or obligations under this proposal without prior written consent of CAPECO. If the bidder anticipates that it will need to subcontract its duties in order to fulfill the contract requirements, that information must be disclosed in the bidder's response.

## **2.10. FAIR EMPLOYMENT PRACTICES**

The selected Contractor agrees to not discriminate against any employee or applicant for employment, to be hired in the performance of the contract with respect to hire, tenure, term, conditions or privileges of employment, or any other matter directly or indirectly related to employment, because of sex, race, color, religion, nation origin, ancestry, handicap or any other basis prohibited by State or Federal law or regulations.

## **2.11. TIME IS OF THE ESSENCE**

Time is of the essence in this matter. The selected Contractor must schedule its work and that of its subcontractors to meet the needs and requirements of CAPECO. The selected Contractor must perform the work expeditiously in cooperation with CAPECO. The selected Contractor's sole remedy for any delay caused by the or its agents, employees, contractors, or subcontractors will be an extension in the contract time; damages will be unavailable to selected Contractor on such grounds.

## **2.12. CONTRACT EXECUTION**

The Contractor to whom the Contract is awarded shall, within ten (10) calendar days after the notice of award, enter into a written contract with CAPECO. Failure to execute a contract will be considered abandonment of the award and CAPECO shall have no further obligation to that bidder.

## **2.13. BREACH OF CONTRACT AND CAPECO'S RIGHT TO TERMINATE CONTRACT**

In the event that any of the provisions of this bid and/or resulting contract are breached by the selected Contractor, CAPECO shall give written notice to the selected Contractor of the breach or pattern of behavior that constitutes the breach and allow the selected Contractor to resolve the breach or pattern of behavior that constitutes the breach within ten (10) calendar days of selected Contractor's receipt of notice. If the breach or pattern of behavior is not resolved, then CAPECO shall have the right to cancel any contract by sending written notice to the selected Contractor of the cancellation. If the selected Contractor should be judged bankrupt, if it should make a general assignment for the benefit of its creditors, if a receiver should be appointed on account of its insolvency, if it should persistently or repeatedly refuse to supply enough labor, materials and/or equipment to meet the scope of work of the contract, if it should persistently disregard laws of the State of Oregon and/or ordinances of the authority having jurisdiction, or if it fails to comply and fulfill its obligations under any provision of the contract resulting from its bid, CAPECO may, without prejudice to any other right or remedy, terminate the contract immediately.

## **2.14. CAPECO'S RIGHT TO MODIFY CONTRACT**

CAPECO reserves the right to negotiate with the selected Contractor for a change in terms of the contract during the term of the contract and to make adjustments relative to the implementation of a change that reduces or modifies the need for the engineering services. If CAPECO and the selected Contractor are unable to agree on a revised contract, CAPECO may seek new proposals and, upon a minimum of ten (10) calendar days written notice from CAPECO, may terminate the unexpired portion of the contract. CAPECO shall not be liable for any cost under this section beyond the contract price for the period when service is actually provided.

## **2.15. PAYMENT**

CAPECO shall pay for acceptable work within thirty (30) days of receipt of invoice, except that prior to approval of and final payment for the completion of the project, the selected Contractor must thoroughly clear the project site and any other place affected by the work of all debris to CAPECO's satisfaction, in CAPECO's sole discretion.

# **3. PROPOSAL REQUIREMENTS**

## **3.1. PROPOSAL REQUIREMENTS**

A complete RFP submittal will include the following items:

### **Cover Sheet**

All Respondents shall submit a Cover Sheet signed by a duly authorized officer or representative of the firm, not to exceed two pages in length. The Cover Sheet must also include the following information:

- The principal place of business and the contact person, title, telephone number, and email address.
- A summary of the qualifications and experience of the Respondent and team.
- Description of organization (i.e., Entity type: Corporation, Limited Liability Company, or Joint Venture).
- The names and business addresses of all Principals of the Respondent.
- A statement describing whether the firm is in compliance with applicable registration, license and permit requirements to do business in the State of Oregon.

### **Threshold Requirements**

These documents must be submitted and acceptable before CAPECO will review the main proposal:

- Evidence of Insurance: Provide evidence of the insurance coverages described in Section 2.3. Insurance.
- License: Provide State license and certifications.
- Conflict of interest statement & supporting documentation: Disclose any professional or personal financial interests that may be a conflict of interest in representing CAPECO.

### **Main Proposal**

Please provide the following information (this information is the main substance for the selection criteria stated under the Section 4: Evaluation and Scoring):

- Price: Provide lump sum each for design, bid and project management phases. Provide hourly rate for design changes. Provide total cost. If the fee is proposed

under a different methodology (e.g., a fixed price for all services) please provide a basis for the proposed fee.

- Qualifications: Provide evidence of the qualifications described in Section 2.2.
- Technical Approach: Briefly describe your company's approach for completing the project in accordance with the specifications provided in Appendix B. Include a description of your system of quality control. Describe any expectations and requirements of CAPECO.
- Project Schedule: Provide a schedule for completing the Project within the project time frame provided in Section 1.2.
- Three (3) References: Provide a list of at least three (3) professional references. Please include the contact person's name, company or firm, and telephone number and email address for the contact. Provide references for services performed within the last twelve (36) months.

### **3.2. CONTRACTOR RESPONSIBILITY**

By submitting a bid to do the work, the Contractor represents that it is fully informed concerning the scope of the project, the requirements of the Contract, the physical conditions likely to be encountered in the work, and the character, quality, and quantity of services required by CAPECO. The selected Contractor shall furnish all labor materials, supplies, devices, or tools needed to perform the required services. The selected Contractor will not be entitled to additional compensation if it later determines that conditions require methods or equipment other than those anticipated in making its bid. This will be subject to CAPECO's discretion. In addition, the selected Contractor shall provide all vehicles and other equipment and material necessary for the work. Respondents having questions regarding this RFP should request clarification before submitting a bid. Negligence or inattention of the bidder in filing a bid, or in any phase of the performance of the work, shall be grounds for refusal of CAPECO to agree to additional compensation. Respondents having questions regarding this RFP contact CAPECO for clarification.

### **3.3. INCURRING COSTS**

CAPECO is not liable for any costs incurred by contractors prior to the issuance of a contract.

### **3.4. RESPONSE DATE**

To be considered, bids must be received at CAPECO on or before the time specified in the Invitation to Bid. The contractor's name must be included in the email subject line. All information submitted in the bid, including but not limited to bid prices, equipment, etc., must remain valid and available for acceptance by CAPECO for at least ninety (90) days past the submission deadline.

### **3.5. REJECTION OF PROPOSALS**

CAPECO reserves the right to reject any or all proposals, in part or in their entirety, or to waive any informality or defect in any bid, or to accept any proposal which, in its opinion, is deemed most advantageous to CAPECO.



### **3.6. RESPONSE TO RESPONDENT QUESTIONS**

Explanations desired by a prospective bidder shall be requested of CAPECO by email, and if explanations are necessary, a reply shall be made in the form of an addendum, a copy of which will be forwarded to each bidder. Every request for such explanation shall be submitted by email to [aalexander@capeco-works.org](mailto:aalexander@capeco-works.org) by Monday, June 17<sup>th</sup>, 2024. No inquiry or request received after this deadline will be given consideration.

### **3.7. MATERIAL SUBMITTED**

All materials submitted as part of a bid will become the property of CAPECO.

## **4. PROPOSAL EVALUATION**

In evaluating responses to this RFP, CAPECO will take into consideration the experience, capacity, and pricing that are being proposed by the Respondent.

**Community Action Program of East Central Oregon  
(CAPECO)  
Eastern Oregon Regional Food Center  
ATTACHMENT A  
PROPOSAL COVER SHEET**

Organization Name:

Primary Contact Person:

Title:

Address:

Telephone:

Fax:

Email:

Federal Tax ID#:

MWESB Certification #:

Name and title of the person(s) authorized to represent the Proposer in any negotiations and sign any Personal Services Contract that may result:

Name:

Title:

By signing this page and submitting a Proposal, Proposer certifies that the following statements are true:

1. Proposer, acting through its authorized representative, has read and understands all RFP instructions, specifications, and terms and conditions contained within this RFP and addenda, if any.
2. Proposer certifies that its Proposal has been arrived at independently and has been submitted without any collusion designed to limit independent proposals or competition.
3. Proposer does not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation or national origin; Proposer has not and will not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, women or emerging small business enterprise certified under ORS 200.055.
4. The Consultant will be required to enter into a contract with CAPECO that meets all State and Federally funded projects.
5. Proposer accepts and is bound by all terms and conditions contained in the RFP.
6. If awarded the agreement, Proposer will be authorized to do business in the State of Oregon at the time of award and will be and remain in compliance with all applicable State of Oregon professional registrations and licensure requirements.
7. The statements contained in this Proposal are true and complete to the best of the Proposer's knowledge; Proposer accepts as a condition of the agreement the obligation to comply with the applicable state and federal requirements, policies, standards, and regulations.
8. The Proposer acknowledges receipt of all addenda issued under this RFP.

Signature:

Date:

(Official Authorized to Bind Proposer)

**Community Action Program of East Central Oregon  
(CAPECO)  
Eastern Oregon Regional Food Center  
ATTACHMENT B  
EVALUATION CRITERIA FORM**

**The qualifying proposals will be evaluated based on the following criteria. The percentages to the right of each factor reflect the maximum percentage that is being allowed for that particular factor. Use additional pages if you need to. Please explain briefly how you fulfill these evaluation factors:**

1. Skill and experience of key personnel. (40%)
2. Demonstrated commitment to the non-profit sector and specific experience in projects serving low-income and marginalized communities. (20%)
3. Ability/commitment to be able to meet the deadline for this project. (20%)
4. Experience and technical knowledge of state/county construction permits and requirements. (10%).
5. Company's demonstration of advocacy of minority-owned, women-owned, disabled individual-owned, veteran-owned, or emerging small businesses. (10%)