

**STATE OF OREGON
DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ)
REQUEST FOR QUOTE (RFQ) # S-34000-00017433
First Aid, Cardiopulmonary and Automated External Defibrillator Classroom Training**

SECTION A – GENERAL INFORMATION

1. The purpose of this Request for Quote (RFQ) is to establish a Contract for onsite classroom training in adult first aid, cardiopulmonary resuscitation (CPR), and automated external defibrillator use for the Department of Environmental Quality (DEQ).

DEQ estimates training for 200 employees per year in the initial two-year term of the contract. Additional quantities may be purchased on an as-needed basis, and as funding allows.

The initial Contract term shall be for two (2) years. The total term shall not exceed five (5) years.

The Mandatory Specifications/Statement of Work for this RFQ are outlined in Section B. The Sample Contract (Attachment 3) contains the terms and conditions that will govern any contract between DEQ and the successful Bidder.

DEQ is issuing this RFQ pursuant to its authority under Oregon Administrative Rule (OAR) 125-246-0170(2).

2. **OregonBuys**

The RFQ, including all Amendments and attachments, are published in the OregonBuys e-procurement system. Solicitation documents will not be mailed or emailed to prospective Bidders. DEQ shall advertise all Amendments on OregonBuys e-procurement system. Bidder is solely responsible for checking OregonBuys to determine whether or not any Amendments have been issued. Amendments are incorporated into the RFQ by this reference.

3. **COBID Participation**

Pursuant to Oregon Revised Statute (ORS) Chapter 200, and as a matter of commitment, DEQ encourages the participation of minority, women, and emerging small business enterprises in all contracting opportunities. DEQ also encourages joint ventures or subcontracting with minority, women, and emerging small business enterprises. All businesses that are to be counted as a minority, women, or emerging small business must be registered with the Certification Office of Business Inclusion and Diversity (COBID). For more information, please visit <https://www.oregon.gov/biz/programs/COBID/Pages/default.aspx>.

DEQ prefers Oregon Small Business Enterprises (OSBEs), as described in [OAR 125-246-0230](#). Agency will apply an OSBE preference by reducing the evaluated price of any Bid submitted by an OSBE registered company by 10%. This price adjustment is for evaluation purposes only and will not affect the actual Contract price.

4. **Due Date, Questions and Submittal Requirements**

Bidders must complete and return completed Attachments 1-Cost Submittal Form and 2-Bidders Cover Sheet no later than . Required documents must be submitted electronically as attachments via OregonBuys. Questions or requests for clarification regarding this RFQ must be submitted electronically via OregonBuys. The closing date and time are subject to change. Changes, if any, will be posted to OregonBuys.

All of the costs and expenses incurred by any Bidder or prospective Bidder in connection with or arising out of its possible or actual response to this RFQ, including without limitation the cost of developing and preparing a Bid, shall be entirely the responsibility of the Bidder and shall not be borne or reimbursed directly or indirectly by DEQ.

5. **Bid Evaluation and Contractor Selection**

To be considered responsive, bids must substantially comply with all requirements of this RFQ and all prescribed public solicitation procedures. Bids that do not comply with the requirements of this RFQ or meet all prescribed

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solicitation procedures will be deemed non-responsive. In making such evaluations, DEQ may waive minor informalities and irregularities. **DEQ will award a Contract to the responsive, responsible Bidder with the lowest price.**

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SECTION B – STATEMENT OF WORK

1. Training Requirements/Locations

On an as-requested basis, Contractor shall provide in-person American Heart Association: Heartsaver First Aid with Cardiopulmonary Resuscitation and Automated External Defibrillator training at all DEQ offices within the State of Oregon, as listed below:

Bend 475 NE Bellevue Drive Bend, Oregon 97701	Medford 221 Steward Avenue Medford, Oregon 97501
Coos Bay 465 Elrod Ave #202 Coos Bay, OR 97420	Pendleton 700 SE Emigrant Avenue #330 Pendleton, Oregon 97801
Hillsboro Laboratory 7202 NE Evergreen Parkway Hillsboro, Oregon 97006	Portland – Lloyd Building 700 NE Multnomah Street Suite 600 Portland, Oregon 97232
The Dalles 400 E Scenic Drive The Dalles, Oregon 97058	VIP Technical Center 1240 SE 12 th Avenue Portland, OR 97214
Eugene 165 E 7 th Avenue Eugene, Oregon 97401	Salem 4026 SE Fairview Industrial Drive Salem, Oregon 97302

2. Each class shall have an audience of no fewer than three (3), and no more than twelve (12) DEQ employees.
3. Contractor shall schedule all classes to begin at 8:30 AM, with two (2) fifteen-minute break periods, one (1) in the morning and one (1) in the afternoon, and a one-hour lunch period from 12:00 PM to 1:00 PM (all times are Pacific Standard Time or “PST”).
4. Key Persons (or “Trainers”) who perform the training must have a current instructor certification from the American Heart Association, Inc. in the form of a certificate or identification card.
5. At the end of each month following the completion of any scheduled classes, Contractor will provide the DEQ Contract Administrator with an attendance roster which shall include the date of the training, location, and the printed names of the participants who successfully completed the class.
6. **Contractor-Provided Equipment and Materials**
The Contractor shall provide each participant with the following equipment:
 - a. Most recent version of the American Heart Association’s – Heartsaver First Aid CPR AED student workbook which will not be returned to the Contractor; for the participant’s future reference.
 - b. A Laerdal brand Pocket Mask (model # 82001133) which shall not to be returned to the Contractor; for the participant’s future use. If the manufacturer markets a new version of this equipment, the Contractor will provide the newest model to each participant.
 - c. As requested by DEQ’s Contract Administrator, the Contractor shall provide each participant with a training certificate — paper or electronic — once they’ve successfully completed the course.
 - d. Contractor shall provide CPR training mannequins in sufficient quantity to ensure that no more than two (2) participants must share a mannequin during the training exercises.
 - e. If applicable, the Contractor shall provide their own electronic equipment, including, but not limited to, a television, power strips, cables, computer, projector, video tape or digital video disc player, etc.
 - f. Contractor shall provide, if not already listed in the Statement of Work, all handouts, first aid supplies, and other equipment necessary to successfully complete the training in conformance with the American Heart Association, Inc. standards.

7. Automated External Defibrillator Training

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- a. The Contractor shall train agency employees on the appropriate use of the Agency's automated external defibrillators, which are the Philips – HeartStart OnSite AED.

8. Agency-Provided Equipment and Facilities

- a. DEQ shall provide a training room, the furnishings and infrastructure necessary to facilitate the successful completion of each scheduled class.
- b. DEQ shall provide a Philips – HeartStart OnSite training defibrillator for each scheduled class.

9. Scheduling

- a. DEQ shall identify at least two (2) potential training dates for each location listed in the table of Section B, Subsection 1.
 - i. These dates shall be sent to the Contractor at least four (4) weeks before the earliest proposed training date.
 - ii. Contractor and the DEQ Contract Administrator shall agree on a specific training date for each location.
 - iii. Contractor is responsible for accessing Workday (DEQ's Learning Management System, or "LMS") and reviewing the employee enrollment list no later than ten (10) business days before the scheduled training.

10. Cancellation

- a. Contractor shall inform the DEQ Contract Administrator no fewer than ten (10) business days prior to the scheduled date if any scheduled class must be cancelled due to an unforeseen or unplanned circumstance.
- b. The DEQ Contract Administrator shall inform the Contractor no fewer than eleven (11) business days prior to the scheduled date if the Agency must cancel a class and this shall be at no cost to DEQ. If a cancellation of a scheduled class occurs (2) or fewer days prior to the scheduled date, the Contractor may invoice the Agency for a class cancellation fee.

11. Travel Expenses

DEQ shall not reimburse Contractor for any travel or travel-related expenses under this Contract.

12. Contract Amendments

DEQ reserves the right to amend the Contract for the following reasons, including, but not limited to:

- a. Amendments to add, delete or edit services within the scope of the RFQ and Contract;
- b. Amendments to extend the term of the Contract in accordance with the RFQ; and
- c. All Amendments, if any, must be in writing and signed by both the Contractor and DEQ.

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**ATTACHMENT 1
COST SUBMITTAL FORM**

Part A: Pricing

Pricing shall be all-inclusive, including but not limited to travel costs, meals, lodging, fuel, class materials.

Please provide an all-inclusive price per person in each column for all the geographical areas listed below. Additional information for each Office Location can be found in Section B, Subsection 1.

Region: Portland Metropolitan Offices

Estimated # of annual classes in this region: 10

Office Locations	Cost Per Person (3 Person Class)	Cost Per Person (4-8 Person Class)	Cost Per Person (9-12 Person Class)
Portland	\$	\$	\$
Hillsboro - Laboratory	\$	\$	\$
VIP – Technical Center	\$	\$	\$

Region: Eastern Region Offices

Estimated # of annual classes in this region: 5

Office Locations	Cost Per Person (3 Person Class)	Cost Per Person (4-8 Person Class)	Cost Per Person (9-12 Person Class)
Pendleton	\$	\$	\$
The Dalles	\$	\$	\$
Bend	\$	\$	\$

Region: Western Region Offices

Estimated # of annual classes in this region: 6

Office Locations	Cost Per Person (3 Person Class)	Cost Per Person (4-8 Person Class)	Cost Per Person (9-12 Person Class)
Eugene	\$	\$	\$
Medford	\$	\$	\$
Salem	\$	\$	\$
Coos Bay	\$	\$	\$

Part B: Class Cancellation Fee

Please provide a fixed dollar amount for each class cancellation. DEQ will not accept per-person charges, percentages of the total class cost, or any other alternative fee structures. The cancellation fee should correspond to the number of business days' advance notice DEQ provides when canceling a scheduled class due to agency-controlled factors such as office closure or low attendance. If the bidder does not charge a cancellation fee, enter "N/C" in the applicable column(s).

Office Location	6-10 days' notice	3-5 days' notice	2 or fewer days' notice
All Offices – All Regions	\$	\$	\$

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**ATTACHMENT 2
BID COVER SHEET**

PART 1 – GENERAL INFORMATION

RFQ #: _____

Organization Name (tax filing): _____

Primary Contact: _____ Title: _____
(Print Name)

Street Address: _____ City, State, Zip: _____

Telephone: _____ E-mail Address: _____

OregonBuys #: _____ (Contractor Only) Oregon Business ID#: _____

COBID #: _____

(Contractor Only: If certified by the Certification Office of Business Inclusion and Diversity (COBID) as a Disadvantaged Business Enterprise, Minority Business Enterprise/Women Business Enterprise, or Emerging Small Business.)

Delivery Method. Please check the applicable box below. If Bidder is using a common carrier to deliver the goods identified in the RFP or subcontractor any part of the work bidder must provide company information for each subcontractor with the Bid. Bidder must state whether or not the subcontractor is registered with the Oregon Office of Minority, Women's and Emerging Small Business Enterprises and provide the certification number.

☐ My company shall be shipping the goods by common carrier.

☐ My company shall be shipping the goods using our company fleet and understand I must meet the insurance types and limits and provide proof of insurance as outlined in Attachment 2 Part IV upon request.

Provide below the name and title of the person(s) authorized to sign any Contract that may result.

Authorized Representative: _____
(Print Name) Title

Authorized Signer(s): _____
(Print Name) Title

PART II – REPRESENTATIONS, ATTESTATIONS, AND CERTIFICATIONS: The undersigned further acknowledges, attests and certifies individually and on behalf of the Bidder that:

1. No attempt has been made or shall be made by the Bidder to induce any other person or organization to submit or not submit a Bid.
2. Information and prices included in this Bid shall remain valid for 180 days after the bid due date or until a Contract is approved, whichever comes first.
3. The Bidder understands that all Bids not withdrawn prior to the RFQ Close Date become the property of the State of

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Oregon as of the Bid due date and Bidder grants the State the right to use all information contained therein.

4. The Bidder acknowledges receipt of all Addenda issued under the RFQ.
5. Bidder does not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation or national origin, nor has Bidder or shall Bidder 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.
6. The Bidder, acting through its authorized representative, has read and understands all RFQ instructions, specifications, and terms and conditions contained within the RFQ, including those in the Sample Contract.
7. Bidder acknowledges and agrees to all terms and conditions set forth in the Sample Contract. Bidder further understands and accepts that the terms and conditions of the Sample Contract are not subject to negotiation, modification, or revision, and that no exceptions will be permitted.
8. The Bidder agrees to and shall comply with, all requirements, specifications and terms and conditions contained within the RFQ, including all Addenda, if any.
9. The Bid submitted is in response to the specific language contained in the RFQ, and Bidder has made no assumptions based upon either (a) verbal or written statements not contained in the RFQ, or (b) any previously issued RFQ, if any.
10. The Bidder agrees that if awarded the Contract, Bidder shall be authorized to do business in the State of Oregon at the time of the award.
11. Agency shall not be liable for any claims or be subject to any defenses asserted by Bidder based upon, resulting from, or related to, Bidder's failure to comprehend all requirements of the RFQ.
12. The Agency shall not be liable for any expenses incurred by Bidder in either preparing or submitting its Bid, or in participating in any evaluation/selection process, if any.
13. Bidders shall use recyclable products to the maximum extent economically feasible in the performance of the Contract and of the Work set forth in this document.
14. Bidder, acting through its authorized representative, has knowledge regarding Contractor's payment of taxes, and to the best of Bidders knowledge the Contractor is not in violation of any Oregon tax laws, including, without limitation, ORS 305.620 and ORS chapters 316, 317 and 318. Bidder understands and agrees to provide written notice to Agency within two business days of any change to the Bidder's status of tax law compliance.

PART III – OFFICE OF FOREIGN ASSETS CONTROL AND US DEPARTMENT OF STATE: Bidder and Bidder's employees and agents are not included on:

- a. The list entitled "Specialty Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at <http://www.treas.gov/offices/enforcement/ofac/sdn/>; or
- b. The list entitled "Current List of Designated Foreign Terrorist Organizations of the US Department of State" and currently found at <http://www.state.gov/s/ct/rls/fs/97191.htm>

Part IV – INSURANCE REQUIREMENTS: Bidder agrees to meet the insurance requirements outlined below that will be included as a part of any Contract issued in response to this RFQ:

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Contractor shall obtain at Contractor's expense the insurance specified in this section to performing under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract, as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in State and that are acceptable to Agency. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.17 and 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 a subject employer, as defined in ORS 656.023, Contractor shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If contractor is an employer subject to any other state's workers' compensation law, Contractor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

COMMERCIAL GENERAL LIABILITY:

☒ **Required** ☐ **Not required**

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this contract, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.

AUTOMOBILE LIABILITY INSURANCE:

☒ **Required** ☐ **Not required**

Automobile Liability Insurance covering Contractor's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

PROFESSIONAL LIABILITY:

☒ **Required** ☐ **Not required**

Professional Liability insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract by the Contractor and Contractor's subcontractors, agents, officers or employees in an amount not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Contractor shall provide Tail Coverage as stated below.

EXCESS/UMBRELLA INSURANCE:

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

ADDITIONAL INSURED:

The Commercial General Liability insurance and Automobile liability insurance required under this Contract must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations

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must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 04 13 or equivalent.

TAIL COVERAGE:

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Contractor shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Contract, for a minimum of 24 months following the later of (i) Contractor's completion and Agency's acceptance of all Services required under this Contract, or, (ii) Agency or Contractor termination of contract, or, (iii) The expiration of all warranty periods provided under this Contract.

CERTIFICATE(S) AND PROOF OF INSURANCE:

Contractor shall provide to Agency Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

NOTICE OF CHANGE OR CANCELLATION:

The contractor or its insurer must provide at least 30 days' written notice to Agency before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW:

Contractor agrees to periodic review of insurance requirements by Agency under this agreement and to provide updated requirements as mutually agreed upon by Contractor and Agency.

STATE ACCEPTANCE:

All insurance providers are subject to Agency acceptance. If requested by Agency, Contractor shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Agency's representatives responsible for verification of the insurance coverages required under this Section 4.

PART V – SIGNATURE: The signatory of this Bidder Cover sheet is a duly authorized representative of the Bidder, has been authorized by Bidder to make all a representations, attestations, and certifications contained in this bid document and all Addenda, if any, issued, and to execute this Bid document on behalf of Bidder.

By signature below, the undersigned Authorized Representative hereby certifies on behalf of Bidder that all contents of this Bidder Cover sheet and the submitted Bid are truthful, complete and accurate. The undersigned Authorized Representative further agrees to have knowledge regarding Bidder's payment of taxes, and to the best of the Authorized Representative's knowledge, Bidder is not in violation of any change to the Bidder's status of tax law compliance. Failure to provide information required by the RFQ may ultimately result in rejection of the Bid.

THIS COVER PAGE MAY NOT BE ALTERED.

Authorized Signature: _____

Print Name: _____

Title: _____

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**ATTACHMENT 3
SAMPLE CONTRACT**

ATTACHED SEPERATELY