

**Disclaimer: Language in this document is for validation purposes only and will be revised at a later time prior to beginning the pilot project.**

## **INSTRUCTIONS TO BIDDERS**

### **BID RESPONSE - PROVISIONS AND CONDITIONS**

**BID FORMAT:** Bid must be typewritten or prepared in ink and must be submitted on the form provided (Bid Form Response Packet – Attachment 2) in the Invitation to Bid. Bidders shall return all information and forms as required on the bidder's response sheet. If Specifications include a "Meet or Exceed" column, then the specification sheets shall be completed and included with the bid to Multnomah County. Failure to return all required information and forms may result in the bid being considered non-responsive and rejected from further consideration. Each bid must contain a statement as to whether the bidder is a resident bidder, as defined in ORS 279A.120 (1) (b). Bidder must submit one (1) original and one (1) complete copy of the Bid Response Packet. Please retain a copy for your records.

In support of the County's sustainability goals regarding environmental impact and the disposal of paper, it is the County's preference that Proposals be stapled in the left upper corner. Do not use spiral bindings, glue or place in notebooks or use other methods of binding the proposal. If the document is too thick to be held with a single staple, secure the document with a metal clip that can be easily removed for copying purposes.

**NO BID:** If bid documents allow partial bids and bidder does not wish to bid a certain item(s), enter "NO BID" in that section and leave the page in the proper sequence. Your comments indicating any requirements of this Invitation to Bid that may have influenced your decision to "NO BID" are invited. If you believe that the bid documents require clarification or if you object to the form of the bid documents please follow the instructions below concerning clarification and protest.

**CONFORMANCE TO BID REQUIREMENTS:** The company name and the signature of an authorized person are to be inserted in the designated spaces. ALL BIDS MUST BE SIGNED by an individual of the company who is authorized to legally obligate the company. *No oral, telegraphic, telephone or facsimile bids or signatures will be accepted.* Bid prices are to exclude Federal Excise Tax. Federal exemption certificates will be furnished to successful bidders upon written request. BID PRICE(S) MUST BE F.O.B. DESTINATION.

**TERMS OF PAYMENT:** Bidder shall indicate terms of payment where indicated in the bid documents. The County shall only apply discounts that allow a minimum of 20 days to provide payment.

**BID WITHDRAWAL:** Any bid may be withdrawn at any time prior to the time fixed for receipt of bids, by providing written request to the Purchasing Manager. The bidder or a duly authorized representative must execute the request. Withdrawal of a bid will not prejudice the right of the bidder to file a new bid. All bids shall be irrevocable for thirty (30) calendar days from the day of opening.

**CLARIFICATION/PROTEST:** Any bidder requiring clarification or protesting any of the Specifications must submit specific questions in writing and received by Purchasing at least ten (10) calendar days prior to the bid opening date. Submit request in writing either by email, fax, or delivery with envelope marked as follows, to the procurement analyst named on the cover

page:

Clarification/Protest, Bid No. **[Insert Bid No.]**  
Multnomah County Purchasing  
501 SE Hawthorne, Suite 125  
Portland, OR 97214  
(503) 988-5111, Fax (503) 988-3252  
E-Mail Address: **email@multco.us**

A written response will be provided to those questions that are deemed appropriate. A copy of all written responses will be sent by mail or e-mail to all vendors known to have received this Invitation to Bid from County Purchasing or registered on the County Purchasing website for this solicitation. Oral instructions of information concerning the Specifications provided by County officers, employees, or agents to prospective bidders shall not bind the County.

**ADDENDA:** The County Purchasing Manager, no later than five (5) calendar days prior to the bid opening, shall issue any addendum. After bid closing date, any claims or misunderstanding in regard to the nature, quality or description of the item(s) to be supplied by this Invitation to Bid will be considered waived.

**DOCUMENTS ARE PUBLIC RECORDS:** All documents, reports, bids, submittals, working papers or other material submitted to the County, from the bidder, shall become the sole and exclusive property of the County, in the public domain, and not the property of the bidder. The bidder shall not copyright, or cause to be copyrighted, any portion of any said documents submitted to the County as a result of this Invitation to Bid.

**TABULATION OF BIDS:** Bidders may request a Tabulation of Bid Results.

## **REJECTION OR ACCEPTANCE OF BIDS**

**REJECTION/ACCEPTANCE:** The County reserves the right to waive technical defects, discrepancies and minor irregularities, or not to award a contract when it finds such action to be in the public interest. Bids may be rejected if they show any alteration of form, additions not called for, conditional bids, incomplete bids, erasures, or irregularities of any kind. **ALL UNSIGNED BIDS MAY BE REJECTED.**

**PUBLIC INTEREST:** The County reserve the right to reject any bid not in compliance with the bid documents, or all prescribed public bidding procedures and requirements, and the right to reject any or all bids when it is in the public interest to do so per ORS 279B.100(1). Written notice of rejection of all bids shall be sent to all bidders.

**COLLUSION:** Upon evidence that collusion exists among bidders, none of the bids of participants in such collusion will be considered. All involved bids shall be rejected. Bids in which prices are obviously unbalanced may be rejected.

**DELIVERY DATE:** If a delivery date is specified below and, in the opinion of the County, the bidder's proposed delivery date is such that it will inconvenience or cause hardship to the County, the County may, at its discretion, reject the bid.

**POWER OF ATTORNEY:** When bids are signed by an agent, other than the officer(s) of a corporation authorized to sign contracts on its behalf, or a member of a partnership, a Power of Attorney must be submitted with the bid. Failure to submit said Power of Attorney shall result in the bid being rejected as non-responsive.

## **AWARD AND CONTRACT**

**CONTRACT AWARD:** Award will be made to the lowest bidder who is determined to be responsive and responsible. The award will be made on an all-or-none basis, by category or by individual item as in the best interest of the County. The delivery or furnishing of any of the bid items cannot commence until a contract is properly executed.

**CANCELLATION OF AWARD:** The County reserves the right to cancel award of the contract at any time before execution of the contract(s) by both parties if cancellation is deemed to be the County's best interest. In no event shall the County have any liability for the cancellation of award. The bidder assumes the sole risk and responsibility for all expenses connected with the preparation of its bid.

**CONTRACT EXTENSION:** In the event more than thirty (30) calendar days lapse between the bid opening date and the date the contract is submitted to the bidder, the County may grant an extension of time to the bidder for fulfillment of the contract to offset any delay in the contract actually occasioned by the delay.

### **PROTEST OF AWARD:**

1. All protests must be in writing and physically received by the Purchasing Manager no later than 4:00 P.M. on the fifth (5th) working day after the postmarked notice of intent to award or disqualification.

Address protests to:

PROTEST OF AWARD OR DISQUALIFICATION TO BID NO. **[Insert Bid#]**  
ATTN: Purchasing Manager  
Multnomah County Purchasing  
501 SE Hawthorne Blvd, Suite 125  
Portland OR 97214

2. Proposers may protest only deviations from laws, rules, regulations, or procedures. Protests must specify the grounds for the protest including the specific citation of law, rule, regulation, or procedure upon which the protest is based.

Protests not filed within the time specified in paragraph 1, above, or which fail to cite the specific law, rule, regulation, or procedure upon which the protest is based shall be dismissed.

**EEO AND ADA REQUIREMENTS:** All bidders shall be required to comply with applicable provisions of ORS Chapter 279A-C, the Equal Opportunity Act of 1972 and the Civil Rights Act of 1962, as amended. Bidders must comply with all applicable provisions of Executive Order #11246 as amended by Executive Order #11375 of the President of the United States dated September 24, 1965, Title VI, of the Civil Rights Act of 1964 (43 U.S.C. 2000[d]) and Section

504 of the Rehabilitation Act of 1973 as implemented by 45 C.F.R. 84.4 and the Americans With Disabilities Act of 1990, Public Law #101-336 and all enacting regulations of the EEOC and Department of Justice.

**PRE-AWARD RISK ASSESSMENT:** Successful proposers whose contract award includes federal funding (as identified by a Catalog of Federal Domestic Assistance number) will be subject to a Pre-Award Risk Assessment (which includes an evaluation of financial stability, quality of financial /management systems, experience with federal funds, reports and findings from audits) completed by Multnomah County (if one has not been submitted in the last year) prior to the issuance of a contract. Contractors who fail to submit the required documents will not be eligible for a contract from the County.

## **GENERAL PROVISIONS**

**TERM:** The contract term shall not exceed five years. County may at its discretion re-bid the work before the end of the contract period.

**STANDARDS:** The items purchased by the County shall conform to the Specifications attached hereto as a part of the Invitation to Bid. The bidder must include any required descriptive literature and warranty of the item(s) being bid.

The apparent silence of the general provisions and Specifications as to any detail or the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only best commercial practice is to prevail and that only material and workmanship of first quality are to be used.

It is understood that if any manufacturers' names, trade names, make, model or catalog numbers are used in the Specifications, they are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Bids for equivalent items will be considered provided that such items are identified as to manufacturers' name, trade name, make, model, and catalog number.

Samples must be presented for inspection if requested by the County. Samples of items must be furnished free of expense to the County. If not destroyed or mutilated in testing, samples will, upon request, be returned at bidder's expense.

Items shall be new, current models of standard production, unless otherwise called for in the Specifications or noted in the bid as a deviation or alternative bid, and shall be completely prepared for customer delivery and use through service by a factory franchised agent or dealer prior to delivery.

Item delivery shall include all pre-delivery inspection sheets, coupons, certificates, and warranty identification cards furnished to the trade in general and all shall be properly completed and signed in accordance with industry standards.

All items offered of an electrical nature shall indicate the current UL listing, if any. In addition, any goods such as fire protection equipment, etc., for which there is a UL testing procedure shall also include the UL listing, if any. Any other certification such as Factory Mutual, etc., shall be noted in the offer.

**SUSTAINABLE PURCHASING:** In 2010, Multnomah County initiated a new Sustainable Purchasing and Social Equity Policy PUR-8 that demonstrates support for our sustainability goals by integrating environmental stewardship and social equity, as well as fiscal responsibility, into the procurement process. The County seeks to partner with suppliers who demonstrate a commitment to these considerations. Examples of such practices include but are not limited to: comprehensive energy conservation measures; renewable energy use; water conservation measures; waste management and reduction plans; alternative fuels and transportation plans; sustainable purchasing; supplier diversity; fair trade and labor policies; and community engagement and support for underserved populations.

**HAZARDOUS MATERIALS:** All materials that include solvents, paints, cleaning agents, chemicals, reagents or other hazardous materials shall be labeled in accordance with Oregon Administrative Rule (OAR) 437-155-020 with the name(s) of the hazardous ingredient(s), the hazard(s) of the material(s) and the appropriate precautions. Those materials for which toxicological or hazard data are unavailable shall carry a label stating: "Toxicological and other hazards unknown. Handle as extremely hazardous."

**USE OF RECYCLED MATERIALS:** Contractors shall use recyclable products and products which contain recycled content to the maximum extent economically feasible in the performance of the contract work set forth in this document.

**INTERGOVERNMENTAL COOPERATIVE PURCHASING:** (Optional) Pursuant to ORS 279A.215, Multnomah County PCRB Rules, and agreement by the selected Contractor to extend the terms, conditions and prices of the original Contract, this offer shall be extended to any authorized public agency. Said agency/agencies shall have the power and authority to purchase specified goods/services directly from the Contractor under the terms and conditions of the Multnomah County contract. Each Contracting agency will execute a separate contract with the successful bidder for its own requirements. Quantities listed in this document reflect County's estimated usage only.

Any bidder, by written notification of the time of the bid opening, may decline to extend prices and terms of this bid to any, and/or all other public agencies. Contractor shall provide information regarding total usage of Contract upon the request of the County.

**LOCAL PURCHASING PREFERENCE:** The County desires to employ local businesses in the purchase or lease of any personal property, public improvements or services to support the local economy in the State of Oregon so that residents benefit from local employment opportunities that are generated. Therefore, the County shall prefer goods or services that have been manufactured or produced by an Oregon business if price, fitness, availability, and quality are otherwise identical.

## **CONTRACT REQUIREMENTS**

**EEO CERTIFICATION REQUIREMENT:** Multnomah County PCRB Rule 60-0040 requires that all contractors furnishing goods and services to the County in excess of \$75,000 must be certified as an Equal Opportunity Employer. Contracts in excess of \$75,000 which originate from this ITB are subject to the County's Equal Employment Opportunity (EEO) requirements, and will include vendor certification as indicated in the attached Multnomah County Sample Contract.

**CONTRACT FORM AND INSURANCE:** In order to deliver services to the County, bidder(s) shall be required to execute a contract with the County. Goods may be delivered either under contract or purchase order. No goods or services shall be provided without a signed contract or purchase order. Contractor shall be required to provide the insurance coverage described in the attached Sample Contract.

**CERTIFICATE OF INSURANCE:** The successful Bidder shall be required to submit a standard insurance certificate with additional insured endorsement as evidence of compliance with the insurance requirements set forth in the attached Sample Contract. This shall be sent to the County with the contract before execution by the County.

**CONTRACTOR GENERAL RESPONSIBILITIES:**

- Comply with all Federal, State and County laws, ordinances, and rules.
- Comply fully with specifications as attached for the agreed bid and/or contract, especially where materials and work are involved.
- Meet any and all registration requirements where required for contractors as set forth in the Oregon Revised Statutes.

**CONTRACT CHANGES:** The Contractor shall not make any changes in the specifications, method of fabrication or other requirements without the express prior written consent of the County. Any proposed changes shall be presented in writing to the assigned County point of contact not less than ten business days prior to the proposed effective date of said change.

Any claims made for adjustment hereunder shall be served within 30 calendar days of completion of delivery or service.

Nothing in this clause shall excuse the Contractor from proceeding with the Contract as changed.

**PERFORMANCE:** Contractor shall perform all services required by this solicitation within the time specified. All services shall be performed in the most highly professional manner, and in accordance with the highest industry standards. Unless the means or methods of performing a task are specified elsewhere in the Contract, Contractor shall employ methods that are generally accepted and used by the industry.

Any performance that is found unacceptable will be documented and the Contractor will be given written notice to correct the problem within a specified period. If the problem continues beyond the specified period the Contractor may be found in breach of this Contract, and the Contract may be terminated.

**CONTRACTOR'S RESPONSIBILITY:** It is understood that the specifications and other contract documents do not purport to control the manner of performing the work, but only the requirements as to the completed work or product standard(s). The contractor assumes the entire responsibility for the manner of performing the work. Suggestions as to the manner included in the contract documents shall be deemed advisory only and the feasibility of such methods or the lack thereof, shall not affect the contractor's liability, or status as an independent contractor under this contract.

In the performance of work under this contract, trade-related contractors are to include the cost of all small incidental materials and supplies in their invoiced hourly rate. These incidental

supplies and materials include such items as fasteners, adhesives, hardware and other small expense items which are difficult to track or bill through any other process.

**NON-PERFORMANCE:** In the event of nonperformance under the resulting contract or purchase order the County will have the right to obtain from other sources such equipment, supplies, and/or services as may be required to fulfill the contract. It is agreed that the difference in cost, if any, for said equipment, supplies and/or services shall be borne by the contractor.

**OREGON REVISED STATUTES INCORPORATED:** The provisions of Oregon Revised Statutes 279.310 through 279.430, Public Contracts, as applicable are incorporated herein by reference. Any bidder accepting a purchase order from County and/or executing a Contract with County for the delivery of materials and/or services agrees to comply with said provisions.

**OSHA:** During the performance of this Contract, the Contractor is required to comply with the conditions of the Federal Occupational Safety and Health Act of 1972 (OSHA) and the standards and regulations issued thereunder. The Contractor shall further agree to hold the County, it's employees, agents, commissioners, and assigns harmless and free from liability for failure to comply with said standards and regulations by the Contractor. It shall be the sole responsibility of the Contractor to remain familiar with applicable standards and regulations and maintain their enforcement.