



Procurement Division
Public Services Building
2051 Kaen Road
Oregon City, OR 97045
(503) 742-5444 (Office)

REQUEST FOR QUOTES (RFQ) #2018-126

Issue Date: January 10, 2019

Project Name:	Barton Park Main Water Line Replacement- Phase 1		
Quote Due Date/Time:	February 7, 2019, 2:00 PM		
Procurement Analyst:	Tralee Thorn	Phone:	503-742-5453
		Email:	tthorn@clackamas.us

**SUBMIT QUOTES VIA EMAIL TO PROCUREMENT@CLACKAMAS.US
OR MAIL/HAND DELIVERY TO THE ABOVE ADDRESS**

**PLEASE NOTE: EMAIL SUBMISSIONS SHOULD HAVE
"BARTON PARK MAIN WATER LINE REPLACEMENT- PHASE 1" IN THE
SUBJECT LINE**

1. ANNOUNCEMENT AND SPECIAL INFORMATION

Quoters are required to read, understand, and comply with all information contained within this Request for Quotes ("RFQ"). All quotes are binding upon Quoter for sixty (60) days from the Quote Due Date/Time. Quotes received after the Quote Due Date/Time may not be considered. If authorized in the RFQ and resulting contract, travel and other expense reimbursement will only be reimbursed in accordance with the Clackamas County Travel Reimbursement Policy in effect at the time the expense is incurred. The Policy may be found at www.clackamas.us/bids/terms.html.

It will be the responsibility of potential Quoters to refer daily to the Bids and Contract Information Page (www.clackamas.us/bids/index.html) to check for any available addenda, response to clarifying questions, cancellations or other information pertaining to this RFQ.

All questions regarding this RFQ are to be directed to the Procurement Analyst named above. Quoters may not communicate with County employees or representatives about the RFQ during the procurement process until the Procurement office has notified Quoters of the selected Quoter. Communication in violation of this restriction may result in rejection of a Quoter.

2. SCOPE

The purpose of this RFQ is to install new waterlines at Barton Park. Clackamas County is soliciting quotes from qualified contractors to install and hook up replacement water lines at its Barton Park day use facility. This is Phase 1 of a multiphase project to replace an aging main drinking water line system and install new lines and hooking up to the existing potable water tanks. Clackamas County Parks will consider quotes using 2" clear Wirsbo PEX tubing, Ultra High Molecular Weight Polyethylene (UHMWPE), or comparable NSF 61 rated material appropriate to drinking water systems. Clackamas County Parks will consider proposals using directional boring, pipe-bursting, traditional trenching, or other approaches appropriate to the site and the work to be done.

Phase 1 project components are as follows:

- Run line A (with option for alternate line B), hooking up to Main Line and Tank 2.
- Run line D, hooking up to Tank 2 and connecting line D to Existing Line E.
- Run line C, hooking up to Tank 2 and Tank 3.

Site Location:

Barton Park is located near Highway 224 between Carver and Estacada along the Clackamas River. The project site can be viewed by going to the Barton park entrance area located at 19009 SE Barton Park Road, Boring, Oregon 97009.

Site Visit:

A **Non-Mandatory site visit** will be conducted on **January 30, 2019 at 10:00AM** at the site location. Quoters shall meet with County representatives at the site location for that purpose. Attendance will be documented through a sign in sheet prepared by the County representative. All questions and answers addressed during site visits will be logged and posted on www.clackamas.us/bids.

Performance and Payment Bonds

Quotes in excess of \$50,000 the Contractor must obtain and pay for performance and payment bonds which shall be a required part of the Contract.

Bid Bond:

Quotes in excess of \$100,000.00 will require a bid bond with submitted quote.

The County may reject a quote that does not comply with prescribed public contracting procedures and requirements, including the requirement to demonstrate the Quoters responsibility under ORS 279C.375(3)(b), and the County may reject for good cause all quotes after finding that doing so is in the public's interest.

Quoter must be actively licensed with the Oregon Construction Contractor's Board at the time of Quote submission and throughout any performance of work if awarded a contract.

Prevailing Wage

Prevailing Wage Rates requirements apply to this project because the maximum compensation for all owner-contracted work is more than \$50,000. The selected contractor and all subcontractors shall comply with the provision of ORS 279C.800 through 279C.870, relative to the Prevailing Wage Rates and the required public works bond.

PREVAILING WAGE RATES for Public Works Contracts in Oregon, January 1, 2019, which can be downloaded at the following web address:

http://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx.

The Work will take place in Clackamas County, Oregon.

Work is planned to begin in March 2019, with work to be completed by June 2019.

Key Dates:

Project commencement may begin upon issuance of the Notice to Proceed ("NTP")

Substantial Completion: May 30, 2019

Final Completion: June 30, 2019

Engineers Estimate: \$100,000.00

The following items are included and incorporated within this RFQ:

- Barton Park Main Water Line Detail

3. Sample Contract

Submission of a Quote in response to this RFQ indicates Quoter's willingness to enter into a contract containing substantially the same terms of **Public Improvement** contract, which can be found at: <http://www.clackamas.us/bids/terms.html>, with the below indicated requirements. No action or response to the sample contract is required under this RFQ.

4. Quote

Quotes should be short and concise with the following information:

- A. Not-to-exceed price to complete the project-complete Schedule of Values attached;
- B. Proposed schedule to complete the project;
- C. If quotes are greater than \$100,000 then a Performance Bond is required- see attached form;
- D. Clackamas County Certifications Form; and
- E. Any additional information that Clackamas County should take into consideration for the project or qualifications.

5. Evaluation

The quote received from the lowest responsive responsible Quoter will be awarded a contract. The "lowest responsive responsible Quoter" is the lowest Quoter who has substantially complied with all requirements of the Request for Quote and who can be expected to deliver promptly and perform reliably in the determination of Clackamas County.

CLACKAMAS COUNTY CERTIFICATIONS
RFQ #2018-126

Each Quoter must read, complete and submit a copy of this Clackamas County Certification with their Quote. Failure to do so may result in rejection of Quote. By signature on this Certification the undersigned certifies that they are authorized to act on behalf of the Quoter and that under penalty of perjury the undersigned will comply with the following:

SECTION I. OREGON TAX LAWS

As required in ORS 279B.110(2)(3), the undersigned hereby certifies that, to the best of the undersigned's knowledge, the Quoter is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321, 323, and elderly rental assistance program under ORS 310.630 to 310.706, and local taxes administered by the Department of Revenue under ORS 305.620, all as applicable. If a contract is executed, this information will be reported to the Internal Revenue Service. Information not matching IRS records could subject Quoter to 28% backup withholding.

SECTION II. NON-DISCRIMINATION

The undersigned hereby certifies that the Quoter has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, national origin, or any other protected class. Nor has Quoter or will Quoter discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emergency small business that is certified under ORS 200.055.

SECTION III. CONFLICT OF INTEREST

The undersigned hereby certifies that no elected official, officer, agency or employee of Clackamas County is personally interested, directly or indirectly, in any resulting contract from this RFQ, or the compensation to be paid under such contract, and that no representation, statements (oral or in writing), of the County, its Commissioners, officers, agents, or employees had induced Quoter to submit this Quote. In addition, the undersigned hereby certifies that this proposal is made without connection with any person, firm, or corporation submitting a quote for the same material, and is in all respects fair and without collusion or fraud.

SECTION IV. COMPLIANCE WITH SOLICITATION

The undersigned further agrees and certifies that they:

1. Have read, understand and agree to be bound by and comply with all requirements, instructions, specifications, terms and conditions of the RFQ (including any attachments); and
2. Are an authorized representative of the Quoter, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Quote or contract termination; and
3. Will furnish the designated item(s) and/or service(s) in accordance with the RFQ and Quote; and
4. Will use recyclable products to the maximum extend economically feasible in the performance of the contract work set forth in this RFQ.

Firm Name: _____ Date: _____
Signature: _____ Title: _____
Name: _____ Telephone: _____
Email: _____ OR CCB # (if applicable): _____

Business Designation (check one):

Corporation Partnership Sole Proprietorship Non-Profit Limited Liability Company

Resident Quoter, as defined in ORS 279A.120

Non-Resident Quote. Resident State: _____

Oregon Business Registry Number: _____

**CLACKAMAS COUNTY
INSTRUCTIONS TO QUOTERS**

Quotes are subject to the applicable provisions and requirements of the Clackamas County Local Contract Review Board Rule C-047-0270 (Intermediate Procurements) and Oregon Revised Statutes.

QUOTE PREPARATION

1. **QUOTE FORMAT:** Quotes must be submitted as indicated in the RFQ.
2. **CONFORMANCE TO RFQ REQUIREMENTS:** Quotes must conform to the requirements of the RFQ. Unless otherwise specified, all items quoted are to be new, unused and not remanufactured in any way. Any requested attachments must be submitted with the quote and in the required format. Quote prices must be for the unit indicated on the quote. Failure to comply with all requirements may result in quote rejection.
3. **ADDENDA:** Only documents issued as addenda by Clackamas County serve to change the RFQ in any way. No other directions received by the Quoter, written or verbal, serve to change the RFQ document. NOTE: IF YOU HAVE RECEIVED A COPY OF THE RFQ, YOU SHOULD CONSULT THE CLACKAMAS COUNTY BIDS AND CONTRACT INFORMATION WEBSITE (www.clackamas.us/bids/index.html) TO ENSURE THAT YOU HAVE NOT MISSED ANY ADDENDA OR ANNOUNCEMENTS. QUOTERS ARE NOT REQUIRED TO RETURN ADDENDUMS WITH THEIR QUOTE. HOWEVER, QUOTERS ARE RESPONSIBLE TO MAKE THEMSELVES AWARE OF, OBTAIN AND INCORPORATE ANY CHANGES MADE IN ANY ADDENDA ISSUED, AND TO INCORPORATE ANY CHANGES MADE BY ADDENDUM INTO THEIR FINAL QUOTE. FAILURE TO DO SO MAY, IN EFFECT, MAKE THE QUOTER'S QUOTE NON-RESPONSIVE, WHICH MAY CAUSE THE QUOTE TO BE REJECTED.
4. **USE of BRAND or TRADE NAMES:** Any brand or trade names used by Clackamas County in the specifications are for the purpose of describing and establishing the standard of quality, performance and characteristics desired and are not intended to limit or restrict competition. Quoters may submit quotes for substantially equivalent products to those designated unless the RFQ provides that a specific brand is necessary because of compatibility requirements, etc. All such brand substitutions shall be subject to approval by Clackamas County.
5. **PRODUCT IDENTIFICATION:** Quoters must clearly identify all products quoted. Brand name and model or number must be shown. Clackamas County reserves the right to reject any quote when the product information submitted with the quote is incomplete.
6. **FOB DESTINATION:** Unless specifically allowed in the RFQ, ***QUOTE PRICE MUST BE F.O.B. DESTINATION with all transportation and handling charges included in the Quote.***
7. **DELIVERY:** Delivery time must be shown in number of calendar days after receipt of purchase order.
8. **EXCEPTIONS:** Any deviation from quote specifications, or the form of sample contract referenced in this RFQ, may result in quote rejection at County's sole discretion.
9. **SIGNATURE ON QUOTE:** Quotes must be signed by an authorized representative of the Quoter. Signature on a quote certifies that the quote is made without connection with any person, firm or corporation making a quote for the same goods and/or services and is in all respects fair and without collusion or fraud. Signature on a quote also certifies that the Quoter has read and fully understands all quote specifications, and the sample contract referenced in this RFQ (including insurance requirements). No consideration will be given to any claim resulting from quoting without comprehending all requirements of the RFQ.
10. **QUOTE MODIFICATION:** Quotes, once submitted, may be modified in writing before the time and date set for quote closing. Any modifications should be signed by an authorized representative, and state that the new document supersedes or modifies the prior quote. Quoters may not modify quotes after quote closing time.
11. **QUOTE WITHDRAWALS:** Quotes may be withdrawn by request in writing signed by an authorized representative and received by Clackamas County prior to the Quote Due Date/Time. Quotes may also be withdrawn in person before the Quote Due Date/Time upon presentation of appropriate identification.

- 12. QUOTE SUBMISSION:** Quotes may be submitted by returning to Clackamas County Procurement Division in the location designated in the introduction of the RFQ; however, no oral or telephone quotes will be accepted. Envelopes, or e-mails containing Quotes should contain the RFQ Number and RFQ Title.

QUOTE EVALUATION AND AWARD

- 1. PRIOR ACCEPTANCE OF DEFECTIVE PROPOSALS:** Due to limited resources, Clackamas County generally will not completely review or analyze quotes which fail to comply with the requirements of the RFQ or which clearly are not the best quotes, nor will Clackamas County generally investigate the references or qualifications of those who submit such quotes. Therefore, neither the return of a quote, nor acknowledgment that the selection is complete shall operate as a representation by Clackamas County that an unsuccessful quote was complete, sufficient, or lawful in any respect.
- 2. DELIVERY:** Significant delays in delivery may be considered in determining award if early delivery is required.
- 3. CASH DISCOUNTS:** Cash discounts will not be considered for award purposes unless stated in the RFQ.
- 4. PAYMENT:** Quotes which require payment in less than 30 days after receipt of invoice or delivery of goods, whichever is later, may be rejected.
- 5. INVESTIGATION OF REFERENCES:** Clackamas County reserves the right to investigate references and or the past performance of any Quoter with respect to its successful performance of similar services, compliance with specifications and contractual obligations, and its lawful payment of suppliers, sub-contractors, and workers. Clackamas County may postpone the award or execution of the contract after the announcement of the apparent successful Quoter in order to complete its investigation. Clackamas County reserves the right to reject any quote or to reject all quotes at any time prior to Clackamas County's execution of a contract if it is determined to be in the best interest of Clackamas County to do so.
- 6. METHOD OF AWARD:** Clackamas County reserves the right to make the award by item, groups of items or entire quote, whichever is in the best interest of Clackamas County.
- 7. QUOTE REJECTION:** Clackamas County reserves the right to reject any and all quotes.
- 8. QUOTE RESULTS:** Quoters who submit a quote will be notified of the RFQ results. Awarded quote files are public records and available for review by submitting a public records request or by appointment.

BARTON PARK

A 1173'

B 550'

C 268'

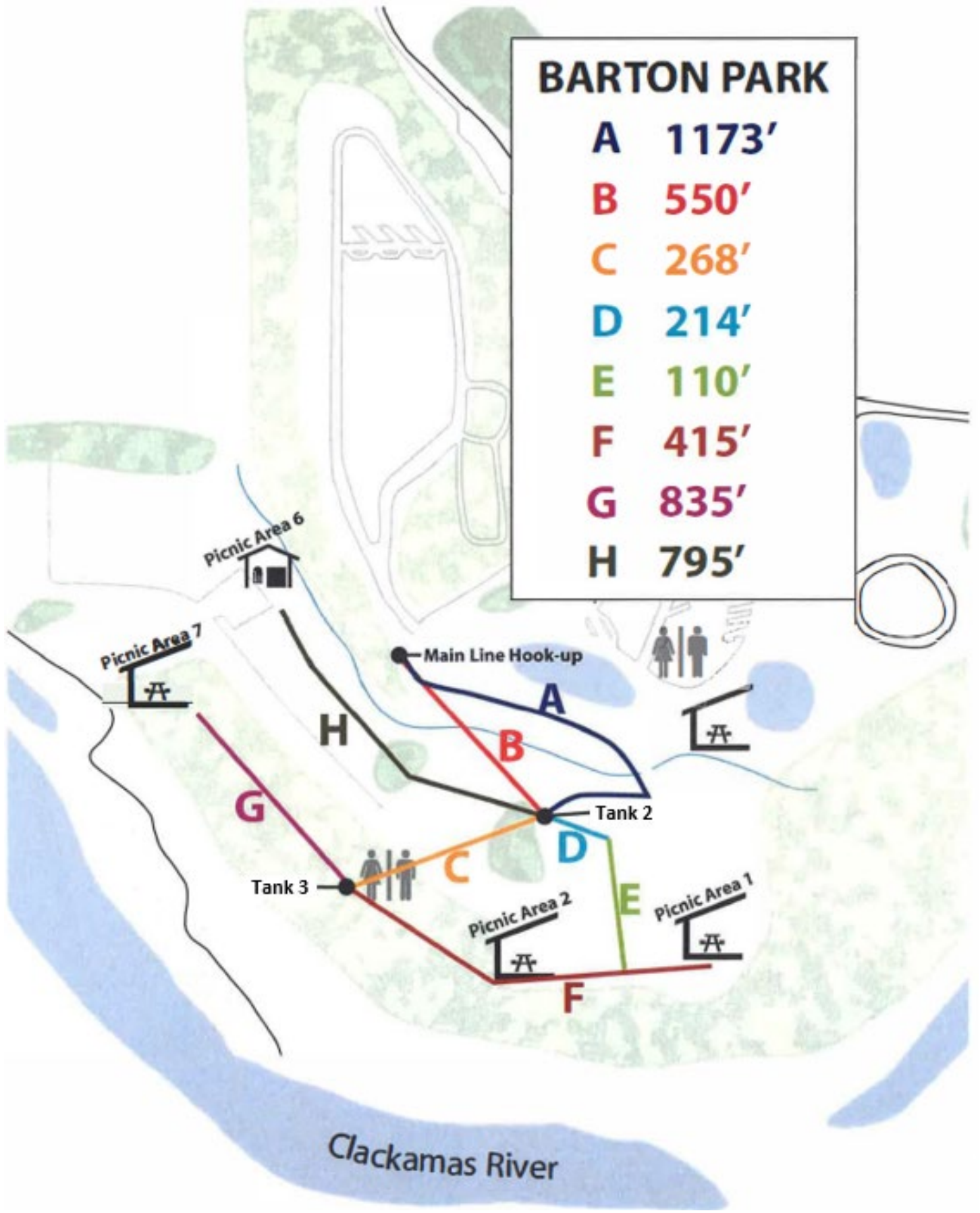
D 214'

E 110'

F 415'

G 835'

H 795'



Clackamas River

Schedule of Values.

Barton Park – Main Water Line Replacement Phase 1

<i>Item and Description</i>	<i>Lump Sum Price</i>
Mobilization	
Excavation/Boring/Site Work	
Materials*	
Installation	
Total Lump Sum Bid	

*List type of water pipe proposed for use

Firm:

Name:

Signature:

Date:



CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT

BID BOND

Project Name: #2018-126 Barton Park Main Water Line Replacement-Phase 1

We, _____, as "Principal,"
(Name of Principal)

and _____, an _____ Corporation,
(Name of Surety)

authorized to transact Surety business in Oregon, as "Surety," hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns to pay unto Clackamas County ("Obligee") the sum of (\$_____)

_____ dollars.

WHEREAS, the condition of the obligation of this bond is that Principal has submitted its proposal or bid to an agency of the Obligee in response to Obligee's procurement document (No. _____) for the project identified above which proposal or bid is made a part of this bond by reference, and Principal is required to furnish bid security in an amount equal to ten (10%) percent of the total amount of the bid pursuant to the procurement document.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, we have caused this instrument to be executed and sealed by our duly authorized legal representatives this _____ day of _____, 20_____.

Principal: _____ Surety: _____

By: _____ Signature By: Attorney-In-Fact

_____ Official Capacity _____ Name

Attest: _____ Corporation Secretary _____ Address

_____ City _____ State _____ Zip

_____ Phone _____ Fax