



INVITATION TO BID

Bid No: 4000006421

Bid Title: Fire Suppression Systems Services on a Requirements Basis

Issue Date:
January 12, 2018

Bids Due: February 13, 2018
Not Later Than 2:00 PM
LATE BIDS SHALL NOT BE CONSIDERED
Bid opening on the same day at 2:15 PM

Refer Questions to:
Paula Rickman, Senior Procurement Analyst
Phone: (503) 988-7544
Email: paula.j.rickman@multco.us

Submit Bids to:
Multnomah County Purchasing
501 SE Hawthorne Blvd, Suite 125
Portland, OR 97214

Pre-Bid Conference: **There will not be a pre-bid conference for this Solicitation.**

This ITB is issued under the provisions of the Oregon Revised Statutes Chapters 279 A and 279 B and Multnomah County PCRБ public contracting rules. All bidders are charged with presumptive knowledge of the cited authorities. Submission of a valid executed proposal by any bidder shall constitute admission of such knowledge on the part of such bidder.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION. PLEASE REVIEW ALL BIDDING INSTRUCTIONS AS WELL AS THE CONTRACT TERMS AND CONDITIONS.

Electronic copies of this ITB and attachments, if any, can be obtained from the Multnomah County Purchasing Website at: <http://www.multcopurch.org>.

All Proposal documents shall be submitted in hard copy. Electronic or facsimile submissions shall be rejected.

INVITATION TO BID

Notice is hereby given that sealed bids for Bid Number: **400006421** for: **Fire Suppression Systems Services on a Requirements Basis** shall be received by the Purchasing Manager, Multnomah County, 501 SE Hawthorne, Suite 400 (mail)/Suite 125 (in person), Portland OR 97214 until **the date and time listed on the cover page of this Invitation To Bid (ITB)**. All bids received in proper form shall be publicly opened and read aloud during the bid opening as noted on the cover page of this ITB.

It is the sole responsibility of the bidder to ensure that Multnomah County receives the bid by the specified time. ALL BIDS SHALL BE TIME STAMPED AT THE BID WINDOW BY THE STATED DEADLINE. All late bids shall be rejected.

The outside of the sealed envelope must be clearly marked with the bidder's name, address, bid name and number, and the due date. Bidder must submit one (1) original paper copy of the bid response. Please retain a copy for your records.

Pre-Bid Conference: **Not applicable**
Conference Attendance is: **Not applicable**

Interested parties may register at www.multcopurch.org to receive bid notices and addenda, if issued.

The bid documents may be obtained or examined at: Multnomah County Purchasing, 501 SE Hawthorne Blvd., Suite 125, Portland OR 97214. Requests to receive the bid document may be made in person, by mail or by telephone by calling (503) 988-5111. PLEASE REVIEW ALL BIDDING INSTRUCTIONS AND CONTRACT TERMS AND CONDITIONS.

Publication Date: **January 12, 2018**

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 Response Packet – Attachment 1**). 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 paper 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. **400006421**
Multnomah County Purchasing
501 SE Hawthorne, Suite 125
Portland, OR 97214
(503) 988-5111, Fax (503) 988-3252
E-Mail Address: **paula.j.rickman@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. **400006421**

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: 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. (Bidder will submit Cooperative Purchasing Vendor Agreement – **Attachment 1C**)

Any bidder 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, its 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.

PREVAILING WAGE RATE: Prevailing Wage Rate is the rate paid for Services that are part of a Public Works Project or maintenance contract in excess of \$50,000. The provisions of the Contract governing payment of prevailing wage rates require Contractor to fully comply with the provisions of ORS 279C.800-279C.870. The wage rates to be paid are set forth in *Prevailing Wage Rates on Public Works Contracts in Oregon*, as published and effected as of the publication date of this solicitation, which is incorporated by reference. Copies are available from any office of the Wage and Hour Division of the Bureau of Labor and Industries, or on the bureau's website at <http://www.oregon.gov/BOLI/WHD/PWR/pages/index.aspx>

Contractor will use the rates in effect on January 1, 2018 for Limited Energy Electrician, Area 5.

SPECIFICATIONS AND ADDITIONAL REQUIREMENTS

Statement of work:

Contractor shall provide County with fire suppression services throughout County Facilities as further described in this Contract (the "Work"). For purposes of this Contract, the term "Work" refers to all or any part of the Work as appropriate under the context.

1.1 Definitions

- A. Authority Having Jurisdiction (AHJ):** The organization, office or individual responsible for enforcing the requirements of a code or standard, or for approving equipment, materials, installation or a procedure.
- B. Extra Work:** Fire suppression work which by mutual determination (by Authorized Contract Administrator and Contractor) is done in addition to the requirements of the Contract.
- C. Inspection:** A visual examination of a system or portion thereof to verify that it appears to be in operating condition and is free from physical damage.
- D. System(s):** All components together that makes up Fire Suppression capability of a building's equipment.
- E. Testing:** A procedure used to physically determine the operational status of the Fire Suppression system. These tests adhere to the testing interval specified in the appropriate chapter of NFPA-25.

1.2 Qualified Personnel:

- A.** The Work performed under this Contract shall be performed by personnel who have developed competence through training and at least five (5) years of experience in work of a similar size, scope and types of equipment as this Work and who, by virtue of such training and experience, are competent to perform the work in accordance with, as appropriate, the procedures established in NFPA-25 and in manufacturer instructions ("Qualified Personnel"). Contractor shall take all steps necessary to attain Qualified Personnel status.

1.3 Fire Suppression:

- A.** Contractor shall perform all inspections, testing, repairs and maintenance in accordance with and as identified in the following guidelines and standards:
 - State of Oregon fire codes;
 - City of Portland fire codes;
 - City of Gresham fire codes;
 - Current edition of the National Fire Protection Association 25 Codes (NFPA-25);
 - and,
 - All trade safety and OSHA regulations must be complied with.
- B.** The inspection testing, repairs and maintenance of the Fire Suppression system shall: (a) satisfy the requirements of NFPA-25, (b) conform to the equipment manufacturer recommendations, and (c) verify reliable operation of the fire protection system.
Attachment 1A is a list of building sites and Fire Suppression Systems. Additional buildings and devices will be added as they are constructed during the life of this contract. It is anticipated that the majority of the required services will be conducted on an annual basis; however, this job scope also includes the five-year test requirements.
- C. Scheduling.** The Contractor shall notify the Contract Administrator or assigned designee at least two (2) weeks prior to any regularly scheduled inspecting and testing requirement to solidify dates of service and any modifications needed in regard to the service. **a.** After notification by and scheduling with the Contract Administrator or assigned designee,

Contractor shall inspect and test all components, document and report according to the requirement of the Authority Having Jurisdiction (AHJ). **b.** The majority of the services will be done during regular business hours, however on occasion services will need to be scheduled outside of regular business hours.

- D. Inspection and Testing Qualifications:** Inspecting, testing and repairs shall be performed in accordance with procedures established in NFPA-25 and in accordance with the manufacturer instructions.
- E. Reporting Requirements:** The Contractor shall complete and submit to Contract Administrator or assigned designee, the NFPA Inspection and testing form as appropriate for the inspection and testing work being performed. The Contractor may substitute a similar inspection and testing form if acceptable to the Contract Administrator. The substitute form must include at a minimum all of the information required by NFPA-25.
- a. Records shall be completed for all inspections, tests and repairs. Records shall indicate the procedures performed, the organization that performed the Work, the results and the date completed. The report must be signed and dated by the person(s) performing the Work. A hard copy of the report must be left at building site and available to the AHJ. An electronic copy of the said report will be emailed to the Contract Administrator or assigned designee.
 - b. The Contractor shall notify the Contract Administrator or assigned designee, verbally and in writing of any operational or maintenance issues found during the inspections and tests that will result in imminent impairment of the fire protection system. Issues that will not have an immediate effect on the fire protection system shall be documented and submitted as a proposal to the Contract Administrator.
- F. Business Reviews:** The Contractor shall participate in periodic business reviews as requested by the Contract Administrator. The reviews may include discussion of Contract terms and conditions, services performed under the Contract, financial data, proposal of Contract improvements (for increased service or lower cost), and any potential changes to the Contract.
- G. Contractor Identification:** Contractor will provide uniforms and name tag identification for its employees. All Contractor personnel shall wear uniforms at all times while on County premises so that each is readily identifiable. The minimum requirement of a uniform shall be: a shirt with the Contractor's name and Contractor supplied picture ID badges shall also be worn and displayed at all times.
- H. Other Fire Suppression Service Requirements and Obligations.**
- a. Services to be provided in a neat and professional manner.
 - b. All required safety signage will be posted prior to any service.
 - c. Service areas will be kept neat, organized and free of trip hazards.
 - d. Contractor shall provide continuous, emergency response service on a 24 hours/day, 365 days/year basis to repair all reported System failures associated or related to the Work to be performed by the Contractor. Given the nature of the Systems, should a system failure occur, the Contractor shall:
 - (1) Respond to the failure within two (2) hours of receiving notice from the County.
 - (2) Begin services immediately upon arriving on site.
 - (3) Continuously and aggressively pursue a solution to the failure until the System is operating properly to the satisfaction of the Contract Administrator or assigned designee.
 - e. The County shall have the right to request, and the Contractor shall provide additional services to the system(s), "Extra Work" when requested by the Contract Administrator or assigned designee. Any Extra Work must be:
 - (1) approved, in advance, by the Contract Administrator or assigned designee;

- (2)** preceded by the issuance of a specific County work order, by the County's dispatch office, before the Extra Work is performed;
- (3)** completed by Contractor within the time specified in the work order.

RFP ATTACHMENT 1



BID RESPONSE PACKET

Bid No: 400006421

Bid Title: Fire Suppression Systems Services on a Requirements Basis

BIDDER NAME: _____

BIDDER ADDRESS: _____

BIDDER CONTACT: _____

CONTACT PHONE: _____

CONTACT EMAIL: _____

YOUR BID MUST BE SUBMITTED IN THIS BID FORM PACKET

BID FORM

BID NUMBER: 4000006421
BID TITLE: Fire Suppression Systems Services on a Requirements Basis

Bidder will complete the Work for the price(s) listed on the Rate Sheet (**ATTACHMENT 1A**):

Total Cost for all buildings – Annual Test Requirement:

_____ \$ _____
Total Price in Words

Total Cost for all buildings – Five-Year Test Requirement:

_____ \$ _____
Total Price in Words

Total Combined Cost for Annual and Five-Year Test Requirement:

_____ \$ _____
Total Price in Words

General Service Calls for Devices and Services not Specified

Regular Hourly Rate: \$ _____ Before & After Business Hours Rate: \$ _____

Weekend/Holidays/Emergency Rate \$ _____ Materials Markup _____%

BID FORM AND ATTACHMENTS 1A, 1B and 1C MUST BE COMPLETED AND RETURNED AS PART OF YOUR BID RESPONSE PACKET.

**Attachment 1A
Rate Sheet**

Note: This EXCEL document is a separate file. It may be viewed at/downloaded from the County Purchasing website's [Bid & Proposal Opportunities page](#).

Attachment 1B

Company Certification Information

**Oregon Certified MBE,
WBE, or ESB Number
(if applicable):**

1. The undersigned Bidder proposes and agrees if this bid is accepted, to enter into an Agreement with the County in the form included in the Bid Documents (Bidding Pages; Contract Terms, Conditions) to complete all Work as specified or indicated in the Bid Documents for the Contract Price, within the Contract Time indicated in this Bid, and in accordance with the Bid Documents.
2. Bidder is a Resident Bidder, Non-Resident bidder as defined in ORS 279A.120.

If a Non-resident Bidder, enter state of residency: _____

ORS 279A.120 (2)(b) states that a public contracting agency shall, for the purpose of awarding the contract, "add a percent increase on the bid of a nonresident bidder equal to the percent, if any, of the preference given to the bidder in the state in which the bidder resides."

"Resident bidder" means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid whether the bidder is a "resident bidder". ORS 279A.120 (1)(b)

"Non-resident bidder" means a bidder who is not a "resident bidder" as defined above. ORS 279A.120 (1)(a)

3. In submitting this Bid, the Bidder represents that:
 - a. Bidder accepts all of the terms and conditions of the Instructions to Bidders. Bidder will sign the Contract and submit other documents required by the Bid Documents upon signing of the Contract.
 - b. Bidder has not discriminated against minority, women, or emerging small business enterprises in obtaining any required subcontracts in accordance with ORS 279A.110.
 - c. Bidder has examined the Bid Documents and the following addenda, receipt of which is hereby acknowledged:

(1) Addendum No: _____ Date: _____

(2) Addendum No: _____ Date: _____

(3) Addendum No: _____ Date: _____

(4) Addendum No: _____ Date: _____

- d. Bidder has examined the legal requirements (federal, state and local laws, ordinances, rules and

regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as Bidder deems necessary.

- e. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; bidder has not solicited or induced any person, firm or a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for Bidder any advantage over any other Bidder or over Multnomah County.
 - f. Bidder is not disqualified as a bidder on public contracts by any public contracting agency.
4. Bidder will perform the work in accordance with the Bid Documents, and will comply in all respects with the terms of the resulting Contract upon award.

5. Business Designation (check one):

Sole Proprietorship Partnership Corporation Limited Liability Co.
 Other: _____

6. Bidder Name: _____
 Bidder Mailing Address: _____
 Bidder Telephone Number: _____
 Bidder Email Address: _____
 If Incorporated, State of Incorporation: _____

7. Bidder certifies to the best of its knowledge and belief that neither it nor any of its principals:
- a. Are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from submitting bids or proposals by any federal, state or local entity, department or agency;
 - b. Have within a five-year period preceding the date of this certification been convicted of fraud or any other criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are presently indicted for or otherwise criminally charged with commission of any of the offenses enumerated in the previous paragraph of this certification;
 - d. Have, within a five-year period preceding the date of this certification had a judgment entered against contractor or its principals arising out of the performance of a public or private contract;
 - e. Have pending in any state or federal court any litigation in which there is a claim against contractor or any of its principals arising out of the performance of a public or private contract; or
 - f. Have within a five-year period preceding the date of this certification had one or more public contracts (federal, state, or local) terminated for any reason related to contract performance.
 - g. Compliance with Tax Law. Contractor shall pay all taxes owed to a public body, as defined in ORS 174.109, and attests to compliance with the tax laws of this state or a political subdivision of this state including, but not limited to ORS 305.620, and ORS chapters 316, 317, and 318. Contractor will continue to comply with the tax laws of this state or a political subdivision of this state during the term of this contract. Failure to comply with this contract term is a default for which County may terminate the contract and seek damages and other relief available.

8. CERTIFICATION REGARDING CONFLICT OF INTEREST

“Organizational conflict of interest” means that, because of other activities or relationships with other persons or firms, a Contractor’s or Vendor’s (including its principal participants, directors, proposed consultants or subcontractors) objectivity in performing the Work would or might be otherwise impaired. The Bidder certifies to the best of its knowledge and believes that neither it nor any of its principal participants and agents:

- a. Have any relationships with any firms or individuals that are or appear to be an organizational conflict of interest.
- b. Has or has had the following relationships with the specific firm(s)/individual(s), identified below, which may be determined to be an organizational conflict of interest. I understand that based on the information provided by Bidder, Multnomah County may exclude the Bidder from further consideration and may withdraw its selection if the real or apparent organizational conflict of interest cannot be avoided or mitigated. Bidder further certifies that the degree and extent of the relationship of the Bidder with these named firm(s)/individual(s) have been fully disclosed below.

Where Bidder is unable to certify to any of the statements in this certification, Bidder shall attach an explanation to their offer. The inability to certify to all of the statements may not necessarily preclude Bidder from award of a contract under this procurement.

Signature of Bidder: _____

Name: (printed) _____

Title: _____

Date: _____

FAILURE TO COMPLETE AND SIGN THIS FORM MAY RESULT IN REJECTION OF THE BID.

Attachment 1C

COOPERATIVE PURCHASING VENDOR AGREEMENT

4000006421 Fire Suppression System Services on a Requirements Basis

Other public agencies may establish contracts or price agreements directly with the awarded Contractor under the terms, conditions and prices of the original contract as established from this RFP, pursuant to ORS 279A.215 and Multnomah County's Public Contracting Review Board procurement rules.

Any such purchases shall be between the Contractor and the participating public agency and shall not impact the Contractor's obligation to Multnomah County. Any estimated purchase volumes listed herein do not include other public agencies and Multnomah County makes no guarantee as to their participation.

Any proposer, by written notification included with their solicitation response, may decline to extend the prices and terms of this solicitation to other public agencies.

Will your company extend pricing and terms to other public agencies?

YES

NO

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID PACKET.

MULTNOMAH COUNTY PUBLIC WORKS AGREEMENT
Contract Number:

This contract ("Contract") is an agreement between **MULTNOMAH COUNTY** ("County") and _____ ("Contractor"). The County and Contractor (collectively, the "Parties") agree as follows:

Term. The term ("Term") of this Contract shall commence on _____ ("Effective Date") and terminate on _____ unless earlier terminated as provided below.

Contract Documents. This Contract includes the following Standard Terms and Conditions and the terms and conditions contained in the following attached exhibits:

Exhibit No.	Description	Omitted	Included at Page No.
1	Scope of Work and Other Terms		8
2	Insurance Requirements		
3	Certification Statement for Corporation or Independent Contractor		
4	Worker's Compensation Exemption Certificate		
5-8	(NOT APPLICABLE)	X	
9	Multnomah County Sheriff's Office Records Check Authorization		
10	Correctional Facility Work Rules		
11	JCAHO Interim Life Safety Measures		

CONTRACTOR DATA AND SIGNATURE

Contractor's Address: _____

I have read this Contract including the attached Exhibits. I understand this Contract and agree to be bound by its terms.

Signature

Title

Name (please print)

Date

MULTNOMAH COUNTY SIGNATURE

This Contract is not binding on the County until signed by the Chair or the Chair's designee.

County Chair or Designee: _____ Date: _____

County Attorney Review

Reviewed:
JENNY M. MADKOUR, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

Assistant County Attorney

Date: _____

SAMPLE

STANDARD TERMS AND CONDITIONS

1. **Statement of Work.** Contractor shall perform the work ("Work") described in the Scope of Work in Exhibit 1.
2. **Assignment and Subcontracts.** Contractor shall not assign or transfer any of its interest in this Contract without the prior written consent of the County. Brokering of this Contract to another contractor is not permitted. Contractor shall contact County prior to negotiating any subcontracts and shall obtain approval from County before entering into any subcontracts for goods or services to be provided under this Contract. County reserves the right to reasonably reject any subcontractor or supplier, and Contractor is not entitled to any additional compensation as a result of such rejection. All subcontracts for Work under this Contract shall include the terms and conditions of this Contract.
3. **Termination.**
 - a. **Termination for Cause.** The County may terminate this Contract in whole or in part if the Contractor is in default of its obligations under this Contract. The Contractor is in default if it (i) fails to prosecute the Work with diligence to insure its completion within any time specified in this Contract, (ii) fails to complete the Work in accordance with the plans and specifications or fails to follow the directions of the County's representative listed on Exhibit 1, or (iii) fails to comply with other provisions of the Contract documents or disregards laws and ordinances applicable thereto. If it is later determined that the Contractor was not in default, the Contractor's remedies are the same as if this Contract was terminated for convenience. Termination by County will not result in the waiver of any claim or remedy County may have against Contractor.
 - b. **Termination for Convenience.** The County may terminate this Contract for convenience if termination is in the County's best interests. If the County terminates this Contract for convenience, the Contractor shall immediately stop all Work and terminate all subcontracts and cancel all purchases related to this Contract. Thereafter the Contractor will be paid (i) for the cost of the Work performed prior to termination, plus 10% for overhead and profit, (ii) storage, transportation and other costs necessary for the preservation, protection or disposition of inventory, and (iii) reasonable costs involved in terminating any subcontractors or suppliers. No other costs shall be paid. The Contractor will not be paid for any loss of anticipated profits on unperformed Work, quote preparation costs, or any other sum not specifically included herein.
4. **Access to Records.** Contractor shall maintain all books, documents, papers and records ("Records") pertinent to this Contract for three years following final payment. County shall have the right to direct access to the Records for the purpose of conducting audits and making copies.
5. **Ownership of Work.** All work products, reports or documentation that result from this Contract or that the Contractor has specifically developed or acquired for the performance of the Work under this Contract (collectively, the "Work Products") are the exclusive property of the County. If this Contract is terminated prior to completion, County may require the Contractor to transfer and deliver the Work Products to County.
6. **Compliance with Applicable Law.** Contractor shall comply with all federal, state, and local laws applicable to the Work under this Contract, and all regulations and administrative rules established pursuant to those laws, including, without limitation, the following laws:
 - a. Contractor shall make payment promptly, as due, to all persons supplying to the Contractor labor or material for the prosecution of the Work provided for in this Contract; pay all contributions or amounts due the Industrial Accident Fund from the Contractor or subcontractor incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished; and pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. Contractor shall further demonstrate that an employee drug testing program is in place, pursuant to ORS 279C.505.
 - b. If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as the claim becomes due, the County may pay the claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of this Contract. The payment of a claim in the manner authorized in this section shall not relieve the Contractor or the Contractor's surety from any obligation with respect to any unpaid claims. Unless the payment is subject to a good faith dispute as defined in ORS 279C.580 through 279C.590, if Contractor or any first-tier subcontractor fails to pay any claim for materials or labor furnished under this Contract within 30 days after being paid by County, interest shall be due on the claim as specified in ORS 279C.515(2) at the end of the 10-day period that payment is due under ORS 279C.580 through 279C.590. In accordance with ORS 279C.515, a person with any unpaid claim may file a complaint with the Construction Contractor's Board unless the complaint is subject to a good faith dispute as defined in ORS 279C.580 through 279C.590.

- c. In accordance with ORS 279C.520, Contractor shall not employ any person for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it. The laborer shall be paid at least time and a half pay when: (i) overtime is in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; (ii) overtime is in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and (iii) Work is performed on Saturday and Sunday and legal holidays specified in any applicable collective bargaining agreement or ORS 279C.540. The requirement to pay at least time and a half for all overtime worked in excess of 40 hours in any one week, shall not apply to individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. sections 201 to 219 from receiving overtime.
 - d. Contractor shall promptly, as due, make payments to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of the Contractor, of all sums which the Contractor agrees to pay for the services and all moneys and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for the service. All employers working under this Contract are subject employers that will comply with ORS 656.017, unless exempt under ORS 656.126.
 - e. Contractor shall maintain in effect all licenses, permits and certifications required by State law or County policy for the performance of the Work. Contractor shall notify County immediately if any license, permit, or certification required for performance of this Contract shall cease to be in effect for any reason.
 - f. Contractor shall include in each subcontract for property or services with a first tier subcontractor a clause that obligates the Contractor to pay the first tier subcontractor for satisfactory performance under its subcontract within 10 days out of the amounts as are paid to the Contractor by the County. Contractor shall also include in each subcontract a clause that states that if the Contractor fails to pay any claim for materials or labor furnished under this Contract within 30 days after being paid by County, interest shall be due on the claim as specified in ORS 279C.515(2) at the end of the 10-day period that payment is due under ORS 279C.580 through 279C.590. Contractor shall require each first tier subcontractor to include a payment clause and interest clause conforming to the requirements of ORS 279C.580 through 279C.590 in each of its subcontracts, and to require each of its subcontractors to include a similar clause in each contract with a lower tiered subcontractor or supplier.
 - g. In accordance with ORS 279C.510, if the Work includes demolition, the Contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective. If this Contract includes lawn or landscape maintenance, the Contractor shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.
7. **Compliance with Tax Law.** Contractor shall pay all taxes owed to a public body, as defined in ORS 174.109, and attests to compliance with the tax laws of this state or a political subdivision of this state including, but not limited to ORS 305.620, and ORS chapters 316, 317, and 318. Contractor will continue to comply with the tax laws of this state or a political subdivision of this state during the term of this contract. Failure to comply with this contract term is a default for which County may terminate the contract and seek damages and other relief available
8. **Indemnity.** Contractor shall defend, save, hold harmless, and indemnify County and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorneys fees, resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under this Contract. Contractor shall have control of the defense and settlement of any claim that is subject to this section. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of County or any department of County, nor purport to act as legal representative of County or any of its departments, without first receiving from the Multnomah County Attorney's Office, authority to act as legal counsel for County, nor shall Contractor settle any claim on behalf of County without the approval of the Multnomah County Attorney's Office. County may, at its election and expense, assume its own defense and settlement.
8. **Insurance.** Contractor shall provide insurance in accordance with Exhibit 2.
9. **Right to Withhold Payments.** County shall have the right to withhold from payments due Contractor such sums as necessary, in County's sole opinion, to protect County against any loss, damage or claim which may result from Contractor's performance or failure to perform under this Contract or the failure of Contractor to make proper payment to any suppliers or subcontractors. If a liquidated damages provision is contained in the Scope of Work and if Contractor has violated that provision, County shall have the right to withhold from payments due Contractor such sums as are required to satisfy County's claims under that provision.

- 10. Quality of Goods and Services.** Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of the highest quality. All workers and subcontractors shall be skilled in their trade. Contractor guarantees all Work against defects in material or workmanship for a period of two years from the date of acceptance or final payment from County, whichever is later. Contractor shall assign all manufacturers' warranties to County and all guarantees and warranties of goods supplied under this Contract shall be deemed to run to the benefit of County. Contractor shall provide County with all manufacturer's warranty documentation and operations and maintenance manuals.
- 11. Warranty.** Neither final payment nor any provision of the Contract Documents shall relieve the Contractor from responsibility for defective Work. Unless a longer period is specified elsewhere herein, Contractor shall correct all defects that appear in the Work within a period of two years from the date of issuance of the written notice of substantial completion by the County except for latent defects which will be remedied by the Contractor at any time they become apparent. The County shall give Contractor notice of defects with reasonable promptness. Contractor shall perform warranty work within a reasonable time after County's demand. If Contractor fails to complete the warranty work within the period as County determines reasonable, or at any time in the event of warranty work consisting of emergency repairs, without affecting Contractor's obligations, County may perform the warranty work and Contractor shall reimburse County all costs of the same within 30 days after demand. In addition to Contractor's warranty, manufacturer's warranties shall pass to the County and shall not take effect until the Work has been accepted in writing by the County's Authorized Representative.
- 12. Registration with Construction Contractor's Board; Landscape License Requirement.** Contractor and all subcontractors performing construction work under this Contract shall at all time during the Term of this Contract be registered with the Construction Contractors Board in accordance with the requirements of ORS Chapter 701. Contractor shall certify that each landscape construction professional or landscape contracting business, as defined in ORS 671.520(1) and (2), performing Work under this Contract holds a valid landscape contractor's license issued pursuant to ORS 671.560.
- 13. Minimum Wage Rates on Public Contracts; Payroll Certification Requirements; Additional Retainage.**
- a. If Exhibit 1 to this Contract requires compliance with the provisions of ORS 279C.800 through 279C.870, Contractor shall comply fully with those statutory provisions and the provisions of this section 13. Documents establishing prevailing wage, as determined by the Commissioner of the Bureau of Labor and Industries (BOLI), are included as attachments to this Contract. Every subcontract shall contain a provision requiring payment of prevailing wage pursuant to the provisions of ORS 279C.800 through 279C.870.
 - b. Contractor and every subcontractor shall submit written certified statements to the County's Authorized Representative, on forms acceptable to County, certifying (1) the hourly rate of wage paid each worker which the Contractor or the subcontractor has employed on the project and (2) certifying that no worker employed on the project has been paid less than the prevailing rate of wage or less than the minimum hourly rate of wage specified in this Contract. The certificate and statement shall be verified by the oath of the Contractor or the subcontractor that the Contractor or subcontractor has read such statement and certificate and knows the contents thereof and that the same is true to the Contractor or subcontractor's best knowledge and belief. The certified statements shall set out accurately and completely the payroll records for the prior week including the name and address of each worker, the worker's correct classification, rate of pay, daily and weekly number of hours worked, deductions made and actual wages paid. Certified statements for each week during which the Contractor or subcontractor has employed a worker on the project shall be submitted once a month, by the fifth business day of the following month. The Contractor and subcontractors shall preserve the certified statements for a period of three years from the date of completion of this Contract.
 - c. Pursuant to ORS 279C.845(7), the County shall retain 25 percent of any amount earned by the Contractor on this public works project until the Contractor has filed the certified statements required by section 13.b. The County shall pay to the Contractor the amount retained under this subsection within 14 days after the Contractor files the required certified statements, regardless of whether a subcontractor has failed to file certified statements. The County is not required to verify the truth of the contents of certified statements filed by the Contractor.
 - d. Pursuant to ORS 279C.845(8), the Contractor shall retain 25 percent of any amount earned by a first-tier subcontractor on this public works project until the first-tier subcontractor has filed with the County the certified statements required by section 13.a. Before paying any amount retained under this section, the Contractor shall verify that the first-tier subcontractor has filed the certified statement. Within 14 days after the first-tier subcontractor files the required certified statement, the Contractor shall pay the first-tier subcontractor any amount retained under this section.

14. **Inspection and Acceptance of Work.** County shall inspect Contractor's Work and advise Contractor of any deficiencies, or if there are none, that the Work has been accepted. Contractor shall perform all additional Work necessary to correct any deficiencies without undue delay and without additional cost to County.
15. **Waiver.** The failure of the County to enforce any provision of this Contract shall not constitute a waiver by the County of that or any other provision.
16. **Governing Law.** The provisions of this Contract shall be construed in accordance with the laws of the State of Oregon and ordinances of the County.
17. **Severability.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Contract did not contain the particular term or provision held invalid.
18. **Merger Clause.** This Contract and the attached exhibits constitute the entire agreement between the Parties. All understandings and agreements between the Parties, and representations by either party concerning this Contract are contained in this Contract. No waiver, consent, modification or change in terms of this Contract shall bind either party unless in writing signed by both Parties.
19. **Anti-discrimination Clause.** Contractor shall not discriminate based on race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, source of income, or political affiliation in programs, activities, services, benefits or employment. Contractor shall not discriminate against minority owned, women owned or emerging small businesses.
20. **EEO Compliance.** Contractor agrees that if, at any time under the term of this Contract, it has employees and will earn more than \$75,000 as a result of this Contract, Contractor will not:
 - a. Discriminate against employees or applicants based on race, color, religion, sex, familial status, national origin, age, mental or physical disability, sexual orientation, gender identity, or source of income;
 - b. Solicit or consider employment recommendations based on factors other than personal knowledge or records of job-related abilities or characteristics;
 - c. Coerce the political activity of any person;
 - d. Deceive or willfully obstruct anyone from competing for employment;
 - e. Influence anyone to withdraw from competition for any position so as to improve or injure the employment prospects of any other person;
 - f. Give improper preference or advantage to anyone so as to improve or injure the employment prospects of that person or any other employee or applicant.
21. **Safety, Access, Conduct.** Contractor shall take all necessary precautions for the safety of employees and others in the vicinity of the Work being performed under this Contract and shall comply with all applicable provisions of federal, state and local safety laws. Contractor shall erect and maintain safety barriers as needed to prevent public access to the Work area. All material, tools and equipment shall be kept out of reach of the general public. Contractor shall plan movement of materials and equipment to minimize conflicts with office staff and their clients. Contractor and Contractor's employees shall interact with the County staff and the public in a polite and respectful manner.
22. **Hazard Communication.** Contractor shall strictly adhere to, coordinate with the County and document full compliance with the policies and procedures of the Oregon Occupational Safety and Health Code, OAR Chapter 437, Division 2, Hazard Communication. Contractor and all subcontractors and suppliers within Contractor's control shall notify County of all hazardous materials to which Contractor, County staff or the public may be exposed on site, all measures that will be taken to lessen the possibility of exposure and reduce risk of exposure, and all procedures to follow if exposed. Contractor shall provide the County with all Material Safety Data Sheets (MSDS) prior to delivery or introduction of hazardous materials on site.
23. **Removal of Debris.** Contractor shall remove all trash and debris from the site for disposal. Contractor shall clean the Work area and remove all trash, debris and tools at least daily prior to leaving the job site and as needed to maintain a safe Work area.

24. **Bonds.** If the provisions of ORS 279C.800 through 279C.870 regarding payment of prevailing wage in section 13 above apply to this Contract, then before starting the Work the Contractor shall file with the Construction Contractors Board, and maintain in full force and effect, the separate public works bond required by ORS 279C.836, unless otherwise exempt under those provisions. The Contractor shall also include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the Construction Contractors Board before starting Work, unless otherwise exempt, and shall verify that the subcontractor has filed a public works bond before permitting the subcontractor to start Work. Other bonds may be required as provided elsewhere in this Contract.
25. **Liens.** Contractor shall not permit any liens to be placed on any County property and guarantees that all products and materials supplied are free from encumbrances.
26. **Third Party Beneficiary.** County and Contractor are the only Parties to this Contract and are the only Parties entitled to enforce its terms. Nothing in this Contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless the third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.
27. **Time is of the Essence.** Time is of the essence in the performance of this Contract.

SAMPLE

**EXHIBIT 1
To
MULTNOMAH COUNTY PUBLIC WORKS AGREEMENT
CONTRACT NO.**

SCOPE OF WORK and OTHER TERMS

- 1. **Scope of Work.** Contractor shall perform the following Work: .
- 2. **Completion Date.** All Work shall be completed not later than: Not Applicable.
- 3. **Contract Price.** The Contract Price is: \$500,000.00.
- 4. **Applications for Payment.** Contractor shall submit applications for payment in accordance with the following:**

4.1. **Billing Invoice Deadlines.** Contractor shall submit invoices within thirty (30) calendar days after the Work is completed.

- Exception - Work which occurred within the month of June. Submit invoice no later than July 15th. Reason: processing for County Fiscal Year end deadlines.
- Exception – Work which is ongoing before and after June 30th. Submit partial billing for all Work which occurred on or before June 30th. Note billing clearly as partial billing through June 30th. Reason: processing for County Fiscal Year end deadlines.

4.2. **Invoice Rates.** This is a fixed fee Contract and rates shall be in accordance with the quote [] submitted in response to the project for inspections. Additional services as requested by the Contract Administrator will be time and material at:

Regular Hourly Rate: \$
 Before & After Business Hours Rate: \$
 Weekend/Holidays/Emergency Rate \$
 Materials Markup %

4.3. **Contract Price Adjustment.** There are no price adjustment considerations for this Contract.

Invoicing. Upon completion of the project, Contractor shall submit an invoice to the following:

Multnomah County
 Attn: DCA Finance Hub – FPM
 501 SE Hawthorne Blvd, Ste 400
 Portland OR 97214-3586

All invoices shall contain the following information:

- Building number
- Building name
- Work order number
- Name and number of Contractor employees required to perform the Work
- Hours worked per employee to perform the Work
- Materials needed to make repairs
- Materials markup (if any)
- Written summary of the Work to be performed and any other pertinent information

5. **Retainage.** Retainage on this Contract shall be 0% of the Contract Price. If the provisions of ORS 279C.800 through 279C.870 apply to this Contract, additional retainage in the amount of 25% of amounts earned shall be withheld and released in accordance with ORS 279C.845(7) if the Contractor fails to file certified statements as required by section 13 of the Contract.

6. **Performance and Payment Bonds:**

- Performance and payment bonds in the amount of this Contract are required.
- Performance and payment bonds in the amount of this Contract are **not** required.

7. **Prevailing Wage:** The provisions of section 13 of the Contract concerning payment of prevailing wage:

Do apply to this Contract. The wage rates to be paid are set forth in *Prevailing Wage Rates on Public Works Contracts in Oregon*, which is incorporated by reference. Copies are available from any office of the Wage and Hour Division of the Bureau of Labor and Industries. Copies are also available on the bureau's webpage at www.oregon.gov/boli.

Current Prevailing wage rate: Effective January 1, 2018

Do not apply to this Contract.

8. **Authorized Representatives.** The Parties designate the following individuals to be their respective authorized representative ("Authorized Representative") for all matters with respect to the Work to be performed under this Contract:

County:	Name:	Royal Forbes
	Telephone No.:	(503) 209-2958
	Email:	royal.forbes@multco.us

Contractor:	Name:	[REDACTED]
	Telephone No.:	[REDACTED]
	Fax No.:	[REDACTED]
	Email:	[REDACTED]

Either Party may change their Authorized Representative listed above by giving written notice to the other Party of the new contact information.

**County shall have the right to withhold from payments due Contractor such sums as are necessary in County's sole opinion to protect County from any loss, damage, or claim which may result from Contractor's failure to perform in accordance with the terms of the Contract or failure to make proper payment to suppliers or subcontractors. County shall not be obligated to pay Contractor until it has inspected and affirmatively accepted Contractor's Work.