



## INVITATION TO BID

**Bid No: 4000006494**

**Bid Title: Door Hardware – Parts, Equipment and Service on a Requirements Basis**

**Issue Date: March 9, 2018**

**Bids Due: *March 27, 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:**

Karen Brown, Procurement Analyst

Phone: (503) 988-7545

Email: [Karen.Brown@multco.us](mailto:Karen.Brown@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 PCRB 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: **4000006494** for: **Door Hardware – Parts, equipment and 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 copy of the bid response. Please retain a copy for your records.

Pre-Bid Conference: **No Pre-Bid Conference**  
Conference Attendance is: **Not Applicable**

Interested parties may register at [www.multcopurch.org](http://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: **March 9, 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 Form Response Packet – Attachment 1**) in this 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); this statement is included in **Attachment 1, Company Certification Information form**. Bidder must submit one (1) original 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 paper-clipped or 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. **400006494**  
Multnomah County Purchasing  
501 SE Hawthorne, Suite 125  
Portland, OR 97214  
(503) 988-5111, Fax (503) 988-3252  
E-Mail Address: Karen.brown@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. **4000006494**

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.

**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.



**SPECIFICATIONS AND ADDITIONAL REQUIREMENTS**

**1. Scope of Work.**

**Door Hardware and Installation Services for Multnomah County Facilities and Property Management on a Requirements Basis.**

A. Overview.

The purpose of this Contract is for the Contractor to supply Door hardware to the County. Door Hardware, as used in this Contract, means all of the parts and equipment that are needed for a door to enhance its functionality

Contractor shall supply door hardware from the following manufacturers: Alarm Lock, Securitron, Curran, Donjo, Falcon, Hanchett Entry Systems (HES), Ives, Keedex, LCN, Schlage, Securitron, Trimco, and VonDuprin. The County will order door hardware supplies from other manufacturers as well, but the Contractor must supply the above referenced manufacturers products at a minimum.

B. Contractor shall perform services necessary, including but not limited to, hardware installation, system programming and on-site needs assessment for the generation of new keys systems at County facilities, as directed by the Contract Administrator.

C. General.

i. Order and Delivery of materials.

The County will place orders for materials via phone, fax or email. The Contractor must provide a phone, email and fax number where orders can be sent between 7:00 a.m. and 5:00 p.m., PST. The County will specify on the order if the items are to be delivered or if the County will be picking up the items.

All orders placed by the County will have a Work Order number. Contractor will include the Work Order number on the packing slip and invoice. Any order placed without a Work Order will not be valid and will not be binding on the County. Any orders processed without a Work Order number will be at Contractor’s sole cost and expense.

On orders that are to be delivered, all prices are to include delivery costs. All deliveries, unless otherwise specified in the order, will be delivered to the following location:

Multnomah County  
 Department of County Assets  
 Facilities and Property Management  
 Attn: *(name of individual who placed order)*  
 401 N Dixon Street  
 Portland, Oregon 97227

All deliveries will be made between 8:00 a.m. and 5:00 p.m. PST, Monday through Friday.

On orders that will be picked up by the County, the items will be available for pickup no later than four (4) hours after the order is placed.

In any order, if any item ordered is not in stock or back-ordered, the Contractor will notify the County immediately that the item is not available.

## 2. Prices.

Contractor shall charge the County in accordance with the terms detailed on the Bid Form. There are no minimum orders.

## 3. Contacts.

A. Communications between the County and Contractor may be made via phone, fax or email as follows:

Awarded contractor will provide current contact information to the County Contract Administration and will update as needed.

To: County Contract Administrator  
Contact Name: Audrey Clarke  
Telephone No.: (503) 988-4189  
Email: [Audrey.clarke@multco.us](mailto:Audrey.clarke@multco.us)

B. County Contract Administrator may assign its authority to another County representative on a project by project basis, at County Contract Administrator's sole discretion. County Contract Administrator will notify Contractor designating the County representative to whom the authority is being designated.

## 4. Authorized Users.

Only Authorized Users can place orders under this Contract. The following individuals are Authorized Users on this Contract:

**Audrey Clarke, Tony McCartney, Doug Frieze, Tim McWilliams, Greg Loux and Zack Wolfe**

Any orders placed by individuals other than the individuals listed above are not valid and will not be binding on the County. Any orders processed by Contractor without the approval of one of the Authorized Users listed above will be at the Contractor's sole cost and expense.

Any changes to the Authorized Users list will be made in writing. Changes to the Authorized Users list can only be made by **the County Contract Administrator**.

## 5. Returns.

Contractor shall allow returns within thirty (30) days of purchase with a full refund at no cost to the County.

## 6. Termination.

In addition to the Termination clause contained in Section 3 of the Multnomah County Public Works Agreement – Standard Terms and Conditions, if, for any reason, the County believes that it is in the County's best interest to terminate this Contract and re-procure the goods and services provided under this Contract, the County may terminate this Contract with thirty (30) days written notice to Contractor.

## 7. Contract Term.

The term of this Contract shall not exceed five (5) years.

**8. Application for Payment.**

All of Contractor’s applications for payment shall comply with the following provisions:

- A. Billing Invoice Deadlines. Contractor shall submit invoices within thirty (30) calendar days after receipt of product by the County. See exceptions and examples below.
  - i. Exception - work which occurred within month of June. Submit invoice no later than July 15<sup>th</sup>. Reason: processing for County Fiscal Year end deadlines.
  - ii. Exception – work which is ongoing before and after June 30<sup>th</sup>. Submit partial billing for all work which occurred on or before June 30<sup>th</sup>. Note billing clearly as partial billing through June 30<sup>th</sup>. Reason: processing for County Fiscal Year end deadlines.
- C. Invoicing. Upon completion of each project, Contractor shall submit an invoice to the County at:

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 performed and any other pertinent information

**9. 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.

**10. Performance Bonds.**

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

**11. Prevailing Wage.**

- Does 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](http://www.oregon.gov/boli).

**Current Prevailing wage rate: Effective January 1, 2018.**

- The provisions of paragraph 13 of the Contract concerning payment of prevailing wage **do not apply** to this Contract.

## 12. Sustainability Requirements

- A. Contractor shall promote efforts, practices and/or processes to include a diverse vendor pool that reflect the diversity of Multnomah County and the industry we will be contracting with.
- B. Contractor shall promote efforts, practices and/or processes to include a diverse vendor pool that reflect the diversity of regional businesses.
- C. Contractor shall promote business operations that encourage energy efficiency, saving money, reducing climate change, increasing energy savings, and reducing dependence on fuels that are not renewable.
- D. Where possible and in accordance with the scope of services to be provided under this contract, Contractor shall recycle, reuse and reduce waste going to landfill.
- E. Contractor shall accommodate their employees to ensure success on the job and encourage employee retention and the opportunity to learn on the job.
- F. Contractor is encouraged, where possible, to purchase product(s) manufactured and assembled in the United States of America.

**ATTACHMENT 1**



**BID FORM RESPONSE PACKET**

**Bid No: 400006494**

**Bid Title: Door Hardware – Parts, Equipment and Service 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:** 4000006494  
**BID TITLE:** Door Hardware – Parts, Equipment and Service on a Requirements Basis

Prevailing Wage Rates **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](http://www.oregon.gov/boli).

**Current Prevailing wage rate: Effective January 1, 2018.**

1. **Standard rate for normal business hours (8:00 am to 5:00pm Monday through Friday)**  
 Base Hourly Rate: \$ \_\_\_\_\_
  
2. **Overtime hourly rate, after hours, weekends or Holidays:** \$ \_\_\_\_\_
  
3. **Standard low voltage for normal business hours (8:00 am to 5:00 pm Monday through Friday)**  
 Base Hourly Rate: \$ \_\_\_\_\_
  
4. **Low voltage overtime hourly rate, after hours, weekends or Holidays:**  
 \$ \_\_\_\_\_

**Parts and Equipment – Including, but not limited to:**

	<u>Make</u>	<u>Model Number</u>	<u>Description</u>	<u>Unit Price</u>
1	Alarm Lock	DL2875ICS/260 (Digital keypad lock – DL2700 & various other keypad locks)	Cylinder Regal Lever	
2	Curran	CE-675-2	18/24 Volt Receiver	
3	Donjo	7111 (Push/pull & filler plates)	4 x 16 Pull Plate	
4	HES Entry System	HES5000-LCMB-24DC + 792-option 630 (delete)	Electronic Strike	
5	Ives	FB31P-320 (Standard Hinges & electronic hinges)	Auto Flushbolt (pair) & hinges	
6	Keedex	K-20A	Door Guard, cylinder guards, key stampers & gate boxes	
7	LCN	4040XP-3071	Cylinder (delete cylinder) surface mounted door closers & concealed door closers	
8	Securitron	10MAGGLOCK10LL (MCL-24 & various others)	Magnetic Lock	
9	Securitron	M38LS (MCL-24 & various others)	Magnetic Lock	
10	Schlage	D10S ORB 626 (ND53LD RHO 626) cylinders & key blanks	Entrance Lock & various heavy duty locks	
11	Schlage (Delete)	ND53LD RHO 626	Entrance Lock	
12	Schlage (Delete)	Primus 35-053H	Key Blanks	
13	Schlage (Delete)	SEH23-030D145626	I/C Cylinder	
14	Trimco	1001-3P	4" x 16" Push plate	
15	Von Duprin	EL99 EO LX RX2	Exit Device & various other exit devices and trim	

**Contract Award will be made using the following formula:**

(Base Labor Hourly Rate x 1,000 hours)	\$ _____
+ (Overtime Labor Hourly Rate x 50 hours)	\$ _____
+ (Standard Low Voltage Hourly Rate x 50 hours)	\$ _____
+ (LCN – 4642 REG AL 120 Volt closer x 3 units)	\$ _____
+ (Von Duprin – EL99 EO LX RX2 Exit Device x 3 units)	\$ _____
<b>QUOTE TOTAL</b>	<b>\$ _____</b>

### Company Certification Information

**Oregon Certified MBE,  
WBE, ESB or SDV  
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.

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**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 2**

[Insert most current version of Contract from Commons with any Department requirements, including any special Terms and Conditions, provisions, Exhibits and attachments expected to be used in any resulting contract]

*Will be attached when saving as a pdf*