

Request for Bids

Manufacture and Delivery of
Two New and Unused Current Model
Walking Floor Solid Waste Transfer Trailers



Deschutes County
Department of Solid Waste
61050 SE 27th Street
Bend, Oregon 97702

January, 2020
Deschutes County, Oregon

**Department of Solid Waste
INVITATION TO BID**

**For the Manufacture and Delivery of Two
Solid Waste Walking Floor Transfer Trailers**

Sealed bids will be received at the Deschutes County Department of Solid Waste, 61050 SE 27th Street, Bend, Oregon 97702, until but not after, 4:00 p.m. on Friday, February 21, 2020, at which time all bids for the above-entitled public works project will be publicly opened and read aloud.

Said work consists of the manufacture and delivery of two new and unused current model solid waste transfer trailers equipped with walking floor unloading systems.

Bid documents and specifications may be inspected and downloaded at the Deschutes County Bids and RFPs web page (<http://www.deschutes.org/rfps>) or obtained from Deschutes County Department of Solid Waste (541-317-3163), 61050 SE 27th Street, Bend, Oregon 97702. Inquiries regarding this solicitation shall be directed to Randy McCulley, Fleet and Equipment Manager at (541) 322-7175 or randy.mcculley@deschutes.org.

IMPORTANT: Prospective bidders downloading/accessing website-posted specifications and other bid documents MUST complete and submit the Contact Information Form provided on the website, or contact the Department of Solid Waste by telephone (541-317-3163), to provide contact information, to receive follow-up documents (addenda, clarifications, etc). Failure to provide contact information to the Department of Solid Waste will result in bidder disqualification. Only those registering on line or notifying the Department of Solid Waste of website access to the project plans and specifications will receive follow-up documents (addenda, clarifications, etc).

Bids shall be made on the forms furnished by the County, incorporating all contract documents, addressed and mailed or delivered to Deschutes County Department of Solid Waste, 61050 SE 27th Street, Bend, Oregon 97702 in a sealed envelope plainly marked "Solid Waste Walking Floor Transfer Trailers" and the name and address of the bidder.

No bid will be considered by Deschutes County unless the bid contains a statement by the bidder that the provisions of ORS 279C.800 – 279C.870 are to be complied with. Each bid must contain a statement as to whether the bidder is a resident bidder, as defined in ORS 279A.120. Oregon law requires the contract be awarded to the lowest responsive bidder who provides recycled materials instead of non-recycled materials pursuant to ORS 279A.125.

Deschutes County may reject any bid not in compliance with all prescribed bidding procedures and requirements, and may reject for good cause any or all bids upon a finding of Deschutes County it is in the public interest to do so. The protest period for this procurement is seven (7) calendar days.

Timm Schimke
Director of Solid Waste

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PART I - INFORMATION FOR BIDDERS

1. **General Description of Project.** A general description of the work to be performed is contained in the Invitation to Bid. The scope is indicated in the applicable parts of these Contract Documents.

2. **Contract Documents.** The Contract Documents under which it is proposed to execute the work consist of the material bound herewith. These Contract documents are intended to be mutually complementary and to provide all details reasonably required for the execution of the proposed work.

Any person contemplating the submission of a proposal and being in doubt as to the meaning or intent of said contract document shall at once notify, in writing, the Director of Solid Waste for Deschutes County, Oregon. Any interpretation of change will be mailed or delivered to each person receiving a set of documents.

3. **Form of Proposals.** All proposals must be submitted on the forms furnished.

4. **Challenges to Invitation to Bid.** If a prospective bidder believes that this Invitation to Bid is unnecessarily restrictive, is legally flawed or improperly specifies a brand name, a prospective bidder may file a protest in accordance with ORS 279B.405. Protests filed pursuant to ORS 279B.405 shall be in the form of a written original signed document received at the address specified for bid submittals at least seven (7) calendar days prior to the bid opening. At a minimum, the protest shall include the following:

- A. Title of Invitation to Bid
- B. Bid opening date
- C. Contact name, address, phone number and e-mail address of prospective bidder filing the protest
- D. Written narrative description of the grounds that demonstrate how the Invitation to Bid is unnecessarily restrictive, is legally flawed or improperly specifies a brand name
- E. Evidence or supporting documentation that supports the grounds on which the protest is based
- F. The relief sought

5. **Preparation of Proposals.** All blank spaces in the proposal form must be filled in, in ink, or typed, in both words and figures where required. No changes shall be made in phraseology of the forms. Written amount shall govern in cases of discrepancy between the amount stated in writing and amount stated in figures.

Any proposal shall be deemed informal which contains omissions, erasures, alterations, or additions of any kind, or prices uncalled for, or which, in any manner shall fail to conform to the conditions of the published Invitation to Bid.

The bidder shall sign his proposal in the blank space provided therefore. Proposals made by corporations or partnerships shall contain names and addresses of the principal officers or partners therein. If a corporation makes a proposal, it must be signed by one of the principal officers thereof, and the corporate seal affixed.

If made by a partnership, it must be signed by one of the partners, clearly indicating that he is signing as a partner of the firm. In the case of a proposal made by a joint venture, each of the joint venturers must sign the proposal in his personal capacity.

The wording of the proposal shall not be changed. Any additions, conditions, limitations or provisions inserted by the bidder will render the proposal irregular and may cause its rejection.

All Bids must be submitted on the Bid Proposal and Bid Schedule forms included hereto as part of these Contract Documents.

6. **Submission of Proposals.** All proposals must be submitted in the time and place and in the manner prescribed in the Invitation to Bid. Proposals must be made on the prescribed proposal forms furnished. Each proposal must be submitted in a sealed envelope, so marked as to indicate its contents without being opened. If the proposal is submitted by mail, the sealed envelope containing the bid must be enclosed in a separate envelope plainly addressed for mailing to conformance with instructions in the Invitation to Bid. **NOTE: A proposal must include completed original set of the Bid Proposal, Bid Schedule and Exceptions to Specifications forms provided with these Contract Documents.**

7. **Modification or Withdrawal of Proposal.** Any bidder may modify his bid by written or electronic (facsimile or email) communication at any time prior to the scheduled closing time for receipt of bids, provided such communication is received by the County prior to the bid closing time, and provided further that a written confirmation of an electronic modification over the signature of the bidder was mailed prior to the bid closing time. If written confirmation of an electronic communication is not received within at least two calendar days of the closing time, no consideration will be given to the modification. The written or electronic communication should not reveal the bid price, but should state the addition or subtraction or other modification so that the County will not know the final prices or terms until the sealed bid is opened.

Proposals may be withdrawn prior to the scheduled time for the opening of the proposals either by telecommunication (facsimile) or written request, or in person. No proposal may be withdrawn after the time scheduled for opening of proposals, unless the County has failed to comply with the time limits applicable to award of the Contract.

8. **Conditions of Work.** Each bidder must inform himself of the conditions relating to the execution of the work, and make himself thoroughly familiar with all the Contract documents. Failure to do so will not relieve the successful bidder of his obligations to enter into a Contract and complete the contemplated work in strict accordance with the Contract documents.

Each bidder must inform himself on all laws and statutes, both Federal and State, relative to the regular execution of the work, the employment of labor, protection of public health, access to the work and similar requirements.

9. **Award of Contract.** The award of the contract will be made by the County on the basis of the proposal which in its sole and absolute judgment will best serve the interest of the County. County will issue a notice of intent to award contract. Any bidder may protest the notice of intent to award contract within seven (7) calendar days of the notice of intent to award contract. The County reserves the right to accept or reject any or all proposals, and to waive any informalities and irregularities in said proposals.

10. **Payment.** Payment shall be made within thirty (30) days after delivery and acceptance by County and will be based upon the Total Bid Price as specified on the Bid Schedule

11. **Failure to Execute Contract.** Upon failure by the successful bidder to enter into the Contract and furnish the necessary bond within ten (10) calendar days from the date Notice of Award is made, the award will be withdrawn. The award may then be made to the next lowest responsible bidder, or all bids rejected and work is re-advertised.

12. **Contract Cancellation.** This contract does not provide for damages due to late delivery. However, it is contemplated that delivery of acceptable equipment will occur on or before the delivery date specified herein. Contractor and County acknowledge that circumstances beyond the control of Contractor may delay delivery beyond the delivery date and, under some circumstances, make delivery of the equipment impossible. It is agreed that some reasonable delay should not cause the contract to be breached, but, at some date, the delay in delivery is unreasonable, consequently, if delivery has not occurred within 180 days after the date of the County's notice to proceed, this Contract shall be deemed to be canceled and Contractor shall have no duty to deliver the equipment and County shall not be bound to accept the equipment or make any payment therefore and the Contract shall be null and void.

13. **Disclaimer of Responsibility.** Neither the County nor the Director of Solid Waste will be responsible for oral interpretations. Should a bidder find discrepancies in, or omissions from the drawings, specifications, or other pre-bid documents, or be in doubt as to their meaning, bidder shall notify the County at least seven (7) calendar working days prior to the bid opening date. Any and all such interpretations, any supplemental instructions or approval of manufacturer's materials to be substituted will be made only in the form of written addenda to the specifications, which, if issued, will be hand delivered or sent by regular mail, email and fax to all prospective bidders receiving a set of such documents, not later than two (2) calendar days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued are to be covered in the bid for such addenda to become part of the Contract.
14. **Permits and Licenses.** The successful bidder shall be required to have or obtain, at his expense, any and all permits and licenses required by Deschutes County, any City within the County, and the State of Oregon, pertaining to the service he proposes to furnish.
15. **Minimum Requirements of Bid.** The following minimum requirements as to the form and manner of submitting bids must be strictly observed; variance from these requirements will result in rejection of the bid as unresponsive.
 - A. Each Bid must be submitted on the Bid Proposal, Bid Schedule and Exceptions to Specifications forms furnished by the County, attached hereto as part of these Contract Documents.
 - B. Each Bid must be signed by the bidder.
 - C. Each blank in the proposal must be filled in unless an alternative is provided. Each separate bid item must be bid on, unless the proposal form clearly indicates otherwise.
 - D. Any exceptions to the product specifications included with these Contract Documents shall be clearly stated on the Exceptions to Specifications form included hereto as part of these Contract Documents.
 - E. Each Bid must be submitted in a separate sealed envelope, marked to identify without opening, and in the hands of the Director of Solid Waste at the time and place specified for bid opening.
 - F. A proposal containing modifications, deletions, exceptions or reservations which in any way conflict with or purport to alter any substantive provision contained in the bid documents, will not be considered.
 - G. A conditional bid will not be considered.
 - H. Any bid submitted without all of the pages of the bid documents (Bid Proposal, Bid Schedule and Exceptions to Specifications forms), but with a sufficient number of the pages of the bid documents to allow the evaluation of the bid, shall be deemed to have been submitted with the missing pages for purposes of bid evaluation. The missing pages of the bid documents shall be deemed to be incorporated into bid by reference.
16. **Specifications.** The specifications are the minimum acceptable specifications for the project for which proposals are sought. Any deviation from the specifications contained herein, shall render the bid non-responsive.
17. **Pre-Bid Inquiries.** Bidders with pre-bid inquires shall contact Randy McCulley, Equipment Manager by phone at (541) 322-7125 or email at randy.mcully@deschutes.org.
18. **Contract Award.** Deschutes County reserves the right to postpone award of the contract for fourteen (14) calendar days from the date of the bid opening, or until a final decision is made on a protest, whichever is later.
19. **Bidder Statement.** Submission of a bid for the project shall constitute a statement by the bidder that the provisions of ORS 279C.840 are to be complied with.

PART II - GENERAL CONDITIONS

1. **Contracting Agency Payments.** If the Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or Subcontractor by any person, or the assignee of the person, in connection with the public works contract as such claim becomes due, the proper officer or officers of the public contracting agency may pay such claim and charge the amount of the payment against funds due or to become due the Contractor by reason of the Contract.
2. **Independent Contractor.** Contractor is engaged hereby as an independent contractor, and will be so deemed for purposes of the following:
 - A. Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract.
 - B. This Contract is not intended to entitle Contractor to any benefits generally granted to County employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Contract to the Contractor are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Public Employees Retirement System).
 - C. Contractor is an independent contractor for purposes of the Oregon Workers' Compensation law (ORS Chapter 656) and is solely liable for any Workers' Compensation coverage under this Contract. If Contractor has the assistance of other persons in the performance of this Contract, the Contractor shall qualify and remain qualified for the term of this Contract as a direct responsibility employer under ORS 656.407, and furnish County with evidence of said insurance. If Contractor performs this contract without the assistance of any other person, Contractor shall execute a Joint Declaration with County's Workers' Compensation carrier absolving County of any and all liability from Workers' Compensation provided in ORS 656.029 (2).
3. **Constraints.** Pursuant to the requirements of ORS 279C.500 through 279C.540 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Contract:
 - A. Contractor shall:
 - 1) Make all payments promptly, as due, to all persons supplying to Contractors labor or materials for the prosecution of the work provided for in this agreement.
 - 2) Pay all contributions or amounts due the Industrial Accident Fund from such contractor or subcontractor incurred in the performance of this Contract.
 - 3) Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
 - 4) Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
 - 5) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
 - 6) Demonstrate that an employee drug testing program is in place prior to execution of this Contract.
 - B. If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person in connection with this agreement as such claim becomes due, the proper officers representing County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due Contractor by reason of this agreement.
 - C. Employees of Contractor shall be paid at least time and a half for all overtime worked in excess of eight (8) hours a day or 40 hours in any one week when the work week is five (5) consecutive days, Monday through Friday; or for all overtime 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, except individuals under this contract who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. Sections 201 to 209 from receiving overtime.

- D. Employees of Contractor providing labor shall be paid at least time and a half for all work performed on Saturday and Sunday and the following legal holidays:
 - 1) New Year's Day on January 1.
 - 2) Memorial Day on the last Monday in May.
 - 3) Independence Day on July 4.
 - 4) Labor Day on the first Monday in September.
 - 5) Thanksgiving Day on the fourth Thursday in November.
 - 6) Christmas Day on December 25.
- E. An employer must give notice to employees who perform work under this agreement in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that employees may be required to work.
- F. An employer must give notice to employees who perform work under this agreement in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that employees may be required to work.
- G. Contractor shall promptly, as due, make payment to any person or partnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness and/or injury to the employees of Contractor, of all sums which Contractor agrees to pay for such services, and all monies and sums which Contractor collected or deducted from the wages of Contractor's employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.
- H. This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provision herein which would conflict with law are deemed inoperative to that extent.
- I. All subject employers working under this contract are either employers that will comply with ORS 656.017 or are employers that are exempt under ORS 656.126

4. Early Termination. This Contract may be terminated as follows:

- A. Mutual Consent. County and Contractor, by mutual written agreement, may terminate this Contract at any time.
- B. Party's Convenience. County or Contractor may terminate this Contract for any reason upon 30 calendar days written notice to the other party.
- C. For Cause. County may also terminate this Contract effective upon delivery of written notice to the Contractor, or at such later date as may be established by the County, under any of the following conditions:
 - 1) If funding from state or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services as required in this contract. This Contract may be modified to accommodate the change in available funds.
 - 2) If state laws, regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding proposed for payments authorized by this contract.
 - 3) In the event sufficient funds shall not be appropriated for the payment of consideration required to be paid under this contract, and if County has no funds legally available for consideration from other sources.
 - 4) If any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, suspended, not renewed or changed in such a way that the Contractor no longer meets requirements for such license or certificate.
- D. Contractor Default or Breach. The County, by written notice to the Contractor, may immediately terminate the whole or any part of this Contract under any of the following conditions:
 - 1) If the Contractor fails to provide services called for by this Contract within the time specified or any extension thereof.
 - 2) If the Contractor fails to perform any of the other requirements of this Contract or so fails to pursue the work so as to endanger performance of this Contract in accordance with its

terms, and after receipt of written notice from the County specifying such failure, the Contractor fails to correct such failure within 10 calendar days or such other period as the County may authorize.

- 3) Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis.
- E. County Default or Breach. Contractor may terminate this Contract in the event of a breach of this Contract by the County. Prior to such termination, the Contractor shall give to the County written notice of the breach and intent to terminate. If the County has not entirely cured the breach within 10 calendar days of the date of the notice, then the Contractor may terminate this Contract at any time thereafter by giving notice of termination.

5. Remedies. In the event of breach of this Contract the parties shall have the following remedies:

- A. Termination under subparagraphs 4 a. through c. of this Contract shall be without prejudice to any obligations or liabilities of either party already reasonably incurred prior to such termination. Contractor may not incur obligations or liabilities after Contractor receives written notice of termination. Additionally, neither party shall be liable for any indirect, incidental, consequential or special damages under this Contract or for any damages of any sort arising solely from the termination of this Contract in accordance with its terms.
- B. If terminated under subparagraph 4 d. of this Contract by the County due to a breach by the Contractor, County may pursue any remedies available at law or in equity. Such remedies may include, but are not limited to, termination of this contract, return of all or a portion of this Contract amount, payment of interest earned on this Contract amount, and declaration of ineligibility for the receipt of future contract awards. Additionally, County may complete the work either itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall pay to the County the amount of the reasonable excess.
- C. In addition to the remedies in paragraphs 4 through 5 of this Contract for a breach by the Contractor, the County also shall be entitled to any other equitable and legal remedies that are provided by law.
- D. If previous amounts paid to Contractor exceed the amount due to Contractor under this Contract, Contractor shall repay any excess to County upon demand.
- E. If the County breaches this Contract, Contractor's sole monetary remedy shall be (a) with respect to services compensable on an hourly basis, a claim for unpaid invoices, hours worked within any limits set forth in this Contract but not yet billed, authorized expenses incurred and interest within the limits set forth under ORS 293.462, and (b) with respect to deliverable-based Work, a claim for the sum designated for completing the deliverable multiplied by the percentage of Work completed and accepted by County, less previous amounts paid and any claim(s) that County has against Contractor. In no event shall County be liable to Contractor for any expenses related to termination of this Contract or for anticipated profits.
- F. Neither County nor Contractor shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, riot, acts of God, or war where such cause was beyond reasonable control of County or Contractor, respectively. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract. For any delay in performance as a result of the events described in this subparagraph, Contractor shall be entitled to additional reasonable time for performance that shall be set forth in an amendment to this Contract.
- G. The passage of this Contract expiration date shall not extinguish or prejudice the County's or Contractor's right to enforce this Contract with respect to any default or defect in performance that has not been cured.

6. **Hold Harmless.** To the fullest extent allowed by law Contractor shall indemnify, save harmless and defend the County from and against all claims, suits or actions for damages, costs, losses and expenses arising from Contractor's torts, as the term "tort" is defined in ORS 30.260(8).
7. **Contractor Not an Agent of County.** It is agreed by and between the parties that Contractor is not carrying out a function on behalf of County, and County does not have the right of direction or control of the manner in which Contractor delivers services under this agreement or exercise any control over the activities of Contractor.
8. **Partnership.** County is not, by virtue of this Contract, a partner or joint venturer with Contractor in connection with activities carried out under this Contract, and shall have no obligation with respect to Contractor's debts or any other liabilities of each and every nature.
9. **Non-Discrimination.** Contractor agrees that no person shall, on the grounds of race, color, creed, national origin, sex, marital status, or age, suffer discrimination in the performance of this Contract when employed by Contractor. Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, with Section V of the Rehabilitation Act of 1973, and with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Additionally, each party shall comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), ORS 659A.112, and all regulations and administrative rules established pursuant to those laws.
10. **Non-Appropriation.** In the event sufficient funds shall not be appropriated for the payment of consideration required to be paid under the Contract, and if County has no funds legally available for consideration from other sources, then County may terminate this agreement in accordance with Paragraph 4 of these General Conditions.
11. **Attorney Fees.** In the event an action, lawsuit or proceeding, including appeal there from, is brought for failure to observe any of the terms of this Contract, each party shall be responsible for their own attorney's fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.
12. **Claim, Action, Suit or Proceeding.** This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between County and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Deschutes County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. THE RECIPIENT, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.
13. **Drug Testing Program.** The drug testing program in place at execution of this Contract shall remain in place for the duration of the Contract.
14. **Records Maintenance; Right to Audit Records.**
 - A. **Records Maintenance; Access.** Contractors and subcontractors shall maintain all fiscal records relating to Contracts in accordance with generally accepted accounting principles ("GAAP"). In addition, Contractors and subcontractors shall maintain all other records necessary to clearly document:
 - 1) Their performance; and
 - 2) Any claims arising from or relating to their performance under this Contract. Contractors and subcontractors shall make all records pertaining to their performance and any claims under a Contract (the books, fiscal records and all other records, hereafter referred to as "Records") accessible to the County at reasonable times and places, whether or not litigation has been filed as to such claims.
 - B. **Inspection and Audit.** County may, at reasonable times and places, have access to and an opportunity to inspect, examine, copy, and audit the Records of any Entity that has submitted cost or pricing data according to the terms of a Contract to the extent that the Records relate to such cost or

pricing data. If the Entity must provide cost or pricing data under a Contract, the Entity shall maintain such records that relate to the cost or pricing data for three (3) years from the date of final payment under the Contract, unless a shorter period is otherwise authorized in writing.

- C. **Records Inspection; Control Audit.** County, and its authorized representatives, shall be entitled to inspect, examine, copy, and audit any Contractor's or subcontractor's Records, as provided in Section A of this rule. The Contractor and subcontractor shall maintain the Records and keep the Records accessible and available at reasonable times and places for a minimum period of three (3) years from the date of final payment under the Contract or subcontract, as applicable, or until the conclusion of any audit, controversy or litigation arising out of or related to the Contract, whichever date is later, unless a shorter period is otherwise authorized in writing.

15. **Contract Rules.** The rules applicable to this contract are the Attorney General's Model Public Contract Rules, Chapter 137-046 and Chapter 137-049, as presently constituted and Deschutes County Code (DCC) Chapter 2.37. The provisions of DCC Chapter 2.37.150 are incorporated herein by reference. These provisions may be viewed at the following web address: <https://www.deschutes.org/administration/page/deschutes-county-code>

16. **Contractor Certifies.** By execution of this contract, Contractor certifies, under penalty of perjury, that:
- A. To the best of Contractor's knowledge, Contractor is not in violation of any tax laws described in ORS 305.380(4), and
 - B. Contractor has not discriminated against minority, women or small business enterprises in obtaining any required subcontracts.

17. **Contract Provisions.** Contractor shall make all provisions of this contract with the County applicable to any subcontractor performing work under the contract.

18. **Contract Content.** This Contract and attached exhibits and attachments constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties and all necessary County approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of the County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.

PART III -SPECIFICATIONS

MANUFACTURE AND DELIVERY OF TWO NEW AND UNUSED SOLID WASTE WALKING FLOOR TRANSFER TRAILERS

1. Equipment

2020 current year and model production, semi-trailer with the following minimum specifications. New current model tandem axle semi-trailers shall not be built-up from a lighter unit to comply with these specifications.

Any standard items listed in the manufacturer's regular published specifications furnished by the offer or are assumed to be included in the offerer's proposal. Any additions, deletions or variations from these specifications must be described and noted below or in an attached letter.

2. Application

These semi-trailers will be used in solid waste transfer and disposal operations. The unit shall operate on paved streets and highways as well as unimproved roads at landfill sites. The truck and semi-trailer combination shall be configured to carry the maximum payload permitted under law (80,000 lbs. GVW).

3. Code and Regulatory Compliance

The units shall comply with all Federal and State of standards for highway use semi-trailers which are in effect on the date of delivery.

Each unit shall have capacity and identification plates with a statement that the trailer complies with all applicable Federal and State laws and regulations relating to motor vehicle operations, safety, noise abatement and emission control.

Contractor shall provide Manufacturer's Certificate of Origin.

Oregon Department of Motor Vehicles registration will be performed by County

4. Technical Specifications

- a. Steel Sheet & Post Open Top Walking Floor Transfer Trailer (Equal to: Wilkens Industries Model 53135SPO)
- b. Overall interior dimensions (approximate): L: 53' H: 9' W: 8' Volume capacity: 135 cubic yards
- c. Sides sheets: 10 gauge 100,000 pound yield strength steel, fully welded seams
- d. Posts: 12 gauge 50,000 pound yield strength steel on 17" centers, 90 degree leg, fully welded placed vertical on the outside of side wall sheets. Posts must run down the outside of the bottom rail. Posts that sit on top of the bottom rail are not accepted.
- e. Bulkhead: 10 gauge 100,000 pound yield strength steel.
Posts: 12 gauge 50,000 pound yield strength steel. Three (3) vertical posts. One (1) inside horizontal brace.
- f. Top rail: 3" x 5" x 5/16" x 50,000 pound yield strength steel tube. Splices are not permitted.
- g. Center spreader bar: 3" x 3" x 1/4" set 26'6" from rear of trailer.
- h. Kingpin: Set 36" from the front of the trailer. 3/8" steel plate with 1/4" 100,000 pound yield strength steel channel

- i. Cross members: 4" x 3.2 lb. 80,000 pound yield strength steel I-beam, on 12" centers, 9" over landing gear.
- j. Sub frame: 4" x 8" x 3/16" steel tube extended past drive unit.
- k. Bottom Rail: 7 gauge 50,000 pound yield strength formed steel channel to accept cross members
- l. Suspension: Hutch tandem 9700
- m. Springs: 365-00 3-Leaf High Arch TRA #2740
- n. Seats: 4¾"
- o. Axles: (2) Meritor 5" round, 25,000 pound, 77½" track, top mount brake chambers. 77" from the back of the trailer to the center of the rear axle.
- p. Drums: Cast drums
- q. Hubs: 10 bolt unimount
- r. Rims: Eight (8) 8.25 x 22.5 steel disc, painted white
- s. Tires: Eight (8) 11R x 22.5 16 Ply Goodyear Dura Seal LR H (G731)
- t. Brakes: Auto slacks, 4S2M ABS fixed, 16.5" x 7" Rockwell Q+ brakes, 20,000 lb pads, diagnostic connector (ALDL) located at outside trailer edge for easy accessibility.
- u. Landing gear: Holland Mark V, 7 gauge 50,000 pound yield strength steel supports, Driver-side crank.
- v. Door: Top swing, 10 gauge 100,000 pound yield strength steel sheet, heavy duty top hinges.
- w. Rear Door Hydraulic Lift: Hydraulic cylinders to remain at or near vertical upon opening to prevent exposure to debris being unloaded. Control valve set on driver side bulk head. Control valve to be set for power beyond. Flow control valve to be set at 8 GPM. Tailgate cylinder hydraulic lines to be size -8 from the control valve to the back of trailer. Lines from the tee at the back of the trailer to the cylinders to be size -6. Air chamber safety lock at bottom of door with switch by hydraulic valve.
- x. Floor: Keith 3.5" Keith RFI Drive Assembly (with 3.0" cylinders), and 8 slat 1/8" steel flat top V-Floor on 10½" centers
- y. Cover: Hydraulic Flip Tops.
 - aa. Frame: Made in two sections left and right sides. Exterior and end tubes shall be made of 1½" x 1½" x ¼" wall tubing. 50" diagonal braces in each corner. Front corners to have an additional brace made from plate steel, triangle shaped not less than 3/16" thick. Must have a minimum of 3 carrier braces per side, gusseted with diagonal braces to prevent sagging of screen material. The inside edge of each section to be made of 3/8" cable installed with a turnbuckle equipped with jamb nuts on the front end of each section. Cable will be routed through a piece of ½" inside diameter tube on each cross member of each section. No more than 2" distance centerline can exist between cables on entire length of trailer. Mesh to be fastened to cable with 3/8" nylon tie-wraps. A 3/8" air gap shall exist between frames and top rail to prevent binding due to buildup of refuse. Frames shall be manufactured as to prevent any gaps or holes in the covering system from allowing refuse to escape during transit.
 - bb. Hinges: Minimum 7 per side evenly spaced. Each hinge assembly shall consist of two ¼" x 2" outside knuckles, one ¼" x 3" inside knuckle, ¾" inside diameter tube with a 5/8" x 8" grade 8 bolt with lock nut connecting the 3 sections together.
 - cc. Mesh: Dacron material 60" wide with a minimum and maximum overlap in the center of the trailer on each side of 4". The reinforcement down the center of the trailer shall be attached to the cable via 3/8" nylon tie wraps every 6". The outside perimeter of the mesh shall be

reinforced with 6" webbing. The mesh shall be fastened to the framework every 12" with a ¼" x 1" self-drilling, self-tapping screw and a ¼" fender washer or aluminum flat bar. The mesh shall be reinforced with 22-oz. vinyl material by each cross brace and center support bar. Any sharp edges must be covered to protect the covers from prematurely wearing. Mesh material must be able to be sewn by hand for repairs.

dd. Hydraulic Opener: Shall be an assembly installed as a separate unit of the trailer. Two hydraulic cylinders (U.S. made only) individually mounted horizontally on a separate frame and each cylinder rod connected to a pivot arm. The pivot arm pin must be anchored via a removable locking device. On the end of the arm, a 1" shaft and 2" UHMW roller that travels in a track fastened to the flip top framework. The covers will open 270 degrees to lay against the outside trailer sides. There shall be contact bumpers, three per side mounted on the trailer sides that the covers will make contact with and not the trailer. A diverter valve must be installed on the front drivers outside corner of the trailer just below the double spool valve for the screen opener to allow operation of hydraulic flip tops without operation of the walking floor. The valve for the opener shall be a double spool valve, which can operate the flip top covers without assistance of any other valving and shall also be mounted on front drivers outside corner of the trailer. The flip top opener and the unloading system shall have the ability to operate simultaneously without the assistance from any other valves. The valve shall be adjustable and lockable. All valving shall be located on the front driver's outside corner. The hydraulic hoses for the opener shall be 3/8" single wire with the clamps securing them to the trailer. Adjustable lockable restrictors shall be installed in the lines at the cylinders open and close. All fittings shall be JIC or swivel pipe.

z. Lights: LED, Truck Lite model, tail and turn in door, marker and ID lights.

aa. Bumper: 7 gauge steel, 50,000 pound yield formed ICC, tow hooks, push bumpers

bb. Final assembly: Federal DOT, manifest box and all caution and DOT stickers

cc. Hydraulic couplers: Parker Series 60 H8-62 and H8-63 Quick Couplers

dd. Options: Window in front bulkhead 9" x 24"; catwalk w/rail open to driver side 42" down from top and 45" wide with ladder to access the catwalk.

ee. Paint: Gray #31165, epoxy primer.

5. **Delivery**

Delivery shall be to Deschutes County Road Department, 61500 SE 27th Street, Bend, Oregon 97702.

BID PROPOSAL

To: Deschutes County Department of Solid Waste
61050 SE 27th Street
Bend, Oregon 97702

Project Name: Solid Waste Walking Floor
Transfer Trailers

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Proposal are those named herein; that this Proposal is, in all respects, fair and without fraud; and it is made without collusion with any official of Deschutes County, Oregon, hereinafter called County; and that the Proposal is made without any connection or collusion with any person making another proposal on this Contract.

The Bidder further declares that he has carefully examined the Contract documents; that he has satisfied himself as to the quantities involved, including materials and equipment, and conditions of work involved; and that this proposal is made according to the provisions and under the terms of the Contract Documents, which documents are hereby made a part of this Proposal.

The Bidder agrees that all of the applicable provisions of Oregon law relating to public contracts (ORS Chapter 279) are, by this reference, incorporated in and made a part of this Proposal. Bidder hereby states that bidder will comply with ORS 279C.840.

Bidder (is) (is not) a resident bidder of the State of Oregon. If Bidder is a resident of another state, specify state of residency: _____.

The Bidder further agrees that if this Proposal is accepted, he will, within ten (10) calendar days after notification of acceptance, execute the contract with the County in the form of contract annexed hereto; and will, to the extent of this Proposal, furnish all labor and materials necessary to complete the work in the manner, in the time, and according to the methods as specified in the contract documents and required by the Director of Solid Waste.

Bidder certifies that it has a drug testing program in place for its employees, or warrants that a drug testing program will be in place prior to execution of this contract, that the drug testing program is in writing, that new employees must pass a drug screening, that existing employees may be tested for reasonable cause or when an employee is injured or involved in an accident resulting in property damage. Bidder agrees that each subcontractor providing labor under this Contract shall maintain a qualifying drug testing program for the duration of the Contract.

The Bidder agrees to commence work upon the issuance of a "Notice to Proceed" by the County and fully complete the project according to the time schedule specially set forth in the Contract.

It is agreed that if the Bidder is awarded the contract for the work herein proposed and shall fail or refuse to execute the contract the bid security deposited herewith according to the conditions of the Invitation to Bid and Information for Bidders shall be retained by the County as liquidated damages; and it is agreed that the said sum is a fair measure of the amount of damage the County will sustain in case the Bidder shall fail or refuse to enter into the contract for the said work as specified in the contract documents. Bid security in the form of a certified check shall be subject to the same requirements as a bond.

BID SCHEDULE

MANUFACTURE AND DELIVERY OF TWO NEW AND UNUSED CURRENT MODEL SOLID WASTE WALKING FLOOR TRANSFER TRAILERS

<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT PRICE PER EACH</u>	<u>TOTAL PRICE</u>
1	NEW AND UNUSED CURRENT MODEL SOLID WASTE WALKING FLOOR TRANSFER TRAILER	EACH	2	\$ _____	\$ _____

TOTAL BID PRICE: \$ _____

TOTAL: BID PRICE (written words):

Name of trailer manufacturer: _____

Name of walking floor system manufacturer: _____

Estimated delivery time from date of Notice to Proceed: _____

Manufacturer Warranties (Attach Certificates if available):

ACKNOWLEDGEMENT OF ADDENDUMS

The undersigned acknowledges receipt of and has incorporated the addenda listed below in the Total Bid Price submitted herein:

Addenda #	Signature	Date
_____	_____	_____
_____	_____	_____

It is understood that the right is reserved by Deschutes County to reject any or all proposals or bids. In the event that the Contract is not awarded within thirty (30) days after the receipt of bids, the Bidder will be released from his bid unless an extension of time is mutually agreed upon.

CONTRACT

THIS CONTRACT, made and entered into, in duplicate, by and between DESCHUTES COUNTY, a political subdivision of the State of Oregon, hereinafter called "County" and

hereinafter called "Contractor", for the project entitled:

MANUFACTURE AND DELIVERY OF TWO NEW AND UNUSED SOLID WASTE WALKING FLOOR TRANSFER TRAILERS

WITNESSETH:

THAT the said Contractor, in consideration of the sums to be paid by the County in the manner and at the times herein provided, and in consideration of the other covenants and agreements herein contained, hereby agrees to perform and complete the work herein described and provided for, and to furnish all necessary things in accordance with the applicable contract documents, bound herewith, and in accordance with such alterations or modifications of the same as may be made by the County, and according to and within the meaning and purpose of this contract. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Contractor.

THAT the Contract Documents, consisting of Invitation to Bid, Information for Bidders, General Conditions, Bid Proposal, Bid Schedule, Exception to Specifications, and Contract, bound herewith are hereby specifically referred to and by this reference made a part hereof, and shall by such reference have the same force and effect as though all of the same were fully written or inserted herein.

THAT the Contractor shall faithfully complete and perform all of the obligations of this Contract, and in particular, shall promptly, as due, make payment of all just debts, dues, demands and obligations incurred in the performance of said Contract; and shall not permit any lien or claim to be filed or prosecuted against the County, its agents or employees. It is expressly understood that this Contract in all things shall be governed by the laws of the State of Oregon, and the Ordinances of the County.

THAT in consideration of the faithful performance of all of the obligations, general and special, herein set out, and in consideration of the faithful performance of the work as set forth in the Contract Documents in accordance with the directions of the Director of Solid Waste and to his satisfaction, the County agrees to pay to the said Contractor the amount earned, as determined from the quantities of work performed, and taking into consideration any amounts that may be deductible and under the terms of the Contract, and to make such payments in the manner and at the times provided in the applicable provisions, and schedule of contract prices.

IN WITNESS WHEREOF, DESCHUTES COUNTY has caused this agreement to be signed in its name, by its Board of County Commissioners, duly attested by its Recording Secretary; and the said Contractor has caused this Contract to be signed and sealed the same as of the ____ day of _____, 2020.

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

PATTI ADAIR, Chair, County Commissioner

ANTHONY DeBONE, Vice Chair, County Commissioner

PHILLIP G. HENDERSON, County Commissioner

Attest: _____
Recording Secretary

CONTRACTOR:

By: _____
(Attach Power of Attorney or Corporate Resolution)

Title: _____

Attest: _____
Signature and Title

APPROVED:

TIMM SCHIMKE, Director of Solid Waste

APPROVED AS TO FORM:

Legal Counsel