

BIDDER'S SUBMITTAL



**1306 N. MAIN
PRINEVILLE, OREGON 97754**

PROJECT NAME: Chip Seal Rock Preparation and Delivery

CONTRACT NO: 2022-02

BID DUE: Wednesday, March 9, 2022 @ 2:00 p.m.

BID OPENING: Wednesday, March 9, 2022 @ 3:00 p.m.

AWARD DATE & TIME: Wednesday, March 16, 2022 @ 9:00 a.m.

BID PACKET INFORMATION

Purchase & Delivery of 3/8" – 8 Uncoated Chip Seal Rock Crook County, Oregon

PROJECT INFORMATION

Project Name: Crook County 2022 Chip Seal Rock Preparation and Delivery
Date of Issue: February 2, 2022
Project Owner: Crook County, Oregon
Department: Crook County Road Department

PROCUREMENT TIMETABLE

- A. Procurement documents for bidding will be available: February 2, 2022 at 10:00 a.m.
- B. Bid closing date and time: **Wednesday 9, 2022, at 2:00 p.m.** local time as determined by the official clock located in the Crook County Administration office.
- C. Bid opening date, time and location: Bids will be publicly opened and read aloud on **Wednesday, March 9, 2022 at 3:00 p.m.** local time at the Crook County Road Department. All bids will be announced at that time.
- D. Contract Award: Final award will be announced during County Court on **Wednesday, March 16, 2022 (estimated time 9:00 a.m.)**.
- E. The County reserves the right to change this schedule or terminate the entire procurement process at any time.

PROCUREMENT DOCUMENTS

Availability of Documents: Bid packets will be available at Crook County Road Department Office, 1306 N Main Street, Prineville, Oregon 97754, (541) 447-4644.

BIDDER'S REPRESENTATIONS

The bidder by making a bid represents that:

- A. The bidder has read and understands the bidding documents and contract documents. The bidder has asked the County all questions necessary to clarify any ambiguity, vagueness, or inconsistency it perceives may exist in the bidding documents or contract documents.
- B. The proposal is made in compliance with the documents.
- C. The bid is based upon the materials, equipment, and systems required by the bidding documents without exception.
- D. Bidder has used complete sets of bidding documents in preparing bids; County does not assume responsibility for errors or misinterpretations resulting from the use of incomplete sets of bidding documents.

ADDENDA

This Bidder's Packet may be changed only by a written addendum issued by the County. When an addendum is issued, it shall be posted to the County's website at <https://co.crook.or.us/Departments/Administration/BidInformation/tabid/2000/Default.aspx>

Addenda shall be posted on the Crook County website under "Bid Information" not later than five (5) calendar days prior to the date fixed for the closing of bids on **Wednesday March 9, 2022, at 2:00 p.m.** Failure of a prospective bidder to respond to timely-noticed addenda in his/her proposal may cause a bid to be rejected as non-responsive. Prior to submitting a bid, each bidder shall ascertain that the bidder has received all addenda issued.

BIDDING PROCEDURES; PREPARATION OF BIDS

A. Bidding documents are to be addressed to **Crook County Judge Seth Crawford**, and received at the Crook County Administration Office by mail to: 300 NE Third Street; or by hand delivery to 203 NE Court Street, Prineville, Oregon 97754, no later than **Wednesday March 9, 2022, at 2:00 p.m.** Bids will be opened at the Crook County Road Department on **Wednesday March 9, 2022, at 3:00 p.m.**

B. **Bidding documents must be submitted in a sealed envelope and plainly marked on the outside showing the name of the bidder, name of the project, contract number (if applicable), the word "BID," and addressed to the attention of: Crook County Judge Seth Crawford.** Any proposals received after **Wednesday March 9, 2022, by 2:00 p.m.**, will not be considered. Postmarks will not be used as a basis for determining timely delivery. Faxed or emailed submittals will not be accepted.

RIGHTS RESERVED BY THE COUNTY

The County reserves the right, in its sole discretion, to pursue any or all of the following actions in regard to this Bidder's Packet:

- A. Issue addenda.
- B. Request additional information and/or clarification from bidder(s).
- C. Permit the timely correction of errors, and waive minor deviations.
- D. Issue subsequent proposals based on refinements of concepts proposed in response to the bid invitation.
- E. Withdraw the request for bids.
- F. Extend the time for submittal of bids.
- G. Select the bidder that, in the judgment of the County and any evaluation process notwithstanding, is most likely to succeed in delivering the goods and services desired by the County.
- H. Take whatever other action it deems best in its interest.
- I. The County reserves the right to conduct interviews with bidders to further facilitate ranking pursuant to the criteria.

- J. To reject any and all proposals not in compliance with all prescribed public contracting procedures and requirements, reject for good cause any proposals upon the finding that it is in the public interest to do so, and waive any and all informalities.
- K. The request for bids does not obligate the County to accept any proposal, negotiate with any bidder, award a contract, or proceed with the development of any project described in response to this invitation.
- L. All proposals and bids shall become the property of the County and will not be returned to the bidder.
- M. This invitation does not and shall not commit the County or any of its agents to enter into any agreement, pay any costs incurred in the preparation of any response, or procure or contract for any services or supplies. The County reserves the right to accept or reject any or all responses to the invitation, to request proposals from any, all or none of the applicants or any other individual, or to delay or cancel the request for bids, in part or in its entirety, if it is in the best interests of the County to do so. Responses to this invitation are entirely voluntary and made with this knowledge.
- N. It is the policy of Crook County to provide equal employment opportunity for all persons in compliance with federal and state laws without regard to race, color, religion, sex, age, national origin, and physical or mental disability.

PROJECT COORDINATOR POINT OF CONTACT

Questions should be directed to Robert E. O'Neal, Crook County Road Master, 1306 N. Main Street, Prineville, Oregon 97754; Telephone: (541) 447-4644 or Cell (541) 480-1365.

PREVAILING WAGE RATE

This is **not** a public work contract subject to State Prevailing Wage Rate or the Federal Prevailing Rate of Wage required under the Davis-Bacon Act (40 USC § 3141 et seq.).

SUBMISSION OF BIDS

A successful bid shall provide the minimum information requirements as follows:

- A. Contractor agrees that all of the applicable provisions of Oregon law relating to public contracts are, by this reference, incorporated in and made a part of this Bidder's Packet.
- B. A statement identifying whether or not the bidder is "resident bidder" as defined in ORS 279A.120(1).
- C. Contractor's certification of non-discrimination in obtaining required subcontractors in accordance with ORS 279A.110(4).
- D. The bidder shall provide **complete answers** to the proposal by completing the **Bidder's Submittal (Attachment 1)** attached hereto and incorporated herein by reference.

COMPLIANCE WITH APPLICABLE LAWS

By submitting a proposal, bidder certifies conformance with all federal, state and local laws, regulations, executive orders and ordinances applicable to the work under this agreement, including without limitation:

- (I) Titles VI and VII of the Civil Rights Act of 1964 as amended;
- (II) Title V and Section 503 and 504 of the Rehabilitation Act of 1973 as amended;
- (III) The Americans and Disabilities Act of 1990 as amended by ORS 659.425;
- (IV) The Health Insurance Portability & Accountability Act of 1996;
- (V) The Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended;
- (VI) The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended;
- (VII) All federal and state laws and regulations concerning Affirmative Action toward equal employment opportunities;
- (VIII) All regulations and administrative rules established pursuant to the foregoing laws; and
- (IX) All other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

These laws, regulations, and executive orders are incorporated by reference herein to the extent that they are applicable to this agreement and required by law to be so incorporated.

HOLD HARMLESS

The bidder agrees to indemnify, defend and hold the County, its elected officials, agents, officers, and employees, harmless and defend all damages, losses and expenses included, and to defend all claims, proceedings, lawsuits and judgments arising out of or relating from the fault of the bidder, the bidder's agents, representatives or subcontractors in the performance or failure to perform in accordance with instructions to bidders. However, the bidder shall not be required to indemnify any indemnitee to the extent the damage, loss or expense is caused by the indemnitee's negligence.

The bidder shall not permit any lien or claim to be filed or prosecuted against the County in connection with this contract and agrees to assume responsibility should lien or claim be filed.

BID SECURITY

Each bid must be submitted on the required form and be accompanied by a cashier's check, certified check, irrevocable letter of credit per ORS 75.1020, or surety bond payable to "Crook County" in an amount not less than ten percent (10%) of the amount of the bid.

EVALUATION AND ACCEPTANCE OF BID (AWARD)

It is the intent of the County to award a contract to the lowest qualified bidder, provided the bid has been submitted in accordance with the requirements of the bidding documents, is judged to be reasonable, and does not exceed the funds available. Any protest of award must be filed with the County within two (2) calendar days of the bid opening. Before commencing work, the successful bidder shall be required to execute a Goods & Services Contract, using substantially the form attached hereto as **Exhibit A**, and incorporated herein by reference.

NOTICE OF INTENT TO AWARD

A notice of intent to award will be posted on the Crook County website at <https://co.crook.or.us/Departments/Administration/BidInformation/tabid/2000/Default.aspx> (“Public Notices/Bid Information”).

EXHIBIT LIST

- A. Goods & Services Contract with Attachments
 - Attachment 1: Bidder’s Submittal
 - Attachment 2: Specifications and Details

GOODS AND SERVICES CONTRACTCONTRACTOR: SAMPLE – DO NOT COMPLETE DATE: *ADDRESS: *

Street Address
City
State
Zip

PHONE NUMBER: * EMAIL: *

The signing of this Contract (Agreement) by **CONTRACTOR** name above and Crook County, a political subdivision of the State of Oregon (**COUNTY**), authorizes **CONTRACTOR** to deliver the goods described below in consideration of the mutual covenants set forth herein.

1. PROJECT: The goods described below are to be provided by **CONTRACTOR** in connection with a Project identified as follows: Chip Seal Rock Preparation and Delivery.
2. DURATION: This Agreement shall run from date of execution through delivery of the 3/8" -4 Uncoated Chip Seal Rock (to occur not later than May 27, 2022) unless terminated or extended according to the provisions of this Agreement.
3. SCOPE OF SERVICES: **CONTRACTOR** shall supply the following for purchase: Delivery of 6,750 Tons of 3/8" – 4 Uncoated Chip Seal Rock to Crook County Landfill stockpile site.
See Also, paragraph 6 below.
4. FEE FOR SERVICES: **CONTRACTOR's** fee for the goods identified in paragraph 3 shall be: A fee amount based on the Bidder Submittal (Attachment 1).
5. EXTRA SERVICES: **CONTRACTOR** may also perform Extra Services (services not specified under Scope of Services), provided **CONTRACTOR** and **COUNTY** have agreed in advance and in writing to the scope and fees for such Extra Services.
6. ATTACHMENTS: The original Bidder's Proposal is incorporated herein and by reference made a part hereof, as well as the following documents that are attached to this Agreement:
 - ☐ Special Environmental Provisions
 - ☒ Bidder Submittal (**Attachment 1**)
 - ☒ Specifications & Details (**Attachment 2**)
7. STANDARD PROVISIONS
8. SUBMITTAL OF W-9 BEFORE PAYMENT: **CONTRACTOR** must provide **COUNTY** with a fully completed W-9 form upon execution of the Agreement and prior to supplying the goods. **CONTRACTOR** will not be paid until a fully completed W-9 form is submitted.
9. INDEPENDENT CONTRACTOR: It is understood and agreed that **CONTRACTOR**, while supplying goods pursuant to this Agreement, is at all times acting and performing as an independent **CONTRACTOR**.

10. **TAX DUTIES AND LIABILITIES:** Neither federal, nor state, nor local income tax or payroll tax of any kind will be withheld or paid by **COUNTY**. **CONTRACTOR** is responsible to pay, according to law, **CONTRACTOR**'s income tax and self-employment tax, if applicable.
11. **CONFIDENTIALITY:** During the course of supplying of goods under this Agreement, **CONTRACTOR** may receive information regarding organizations and **COUNTY**'s business practices, employees, clients, etc. **CONTRACTOR** agrees to maintain the confidentiality of such information and to safeguard such information against loss, theft or other inadvertent disclosure.
12. **AUTHORIZED SIGNATURES REQUIRED:** Only those persons authorized by the Crook County Purchasing Rules and Procedures may enter into a binding agreement or contract, including a purchase order, for the purchase or sale of goods or services on the part of the County. All persons doing business with the **COUNTY** shall be responsible for being familiar with the Crook County Purchasing Rules and Procedures and for ensuring that the person purporting to act for the **COUNTY** has been duly authorized.
13. **PAYMENT BY COUNTY:** **COUNTY** will pay invoices on the 10th or 25th days of the month based upon date the invoice is received.
14. **INDEMNIFICATION:** **CONTRACTOR** shall defend, indemnify and hold harmless **COUNTY**, its agents, servants and employees, respectively, against all claims, demands and judgments (including attorney fees) made or recovered against them for damages to real or personal property or for bodily injury or death to any person, arising out of, or in connection with this Agreement, to the extent such damage, injury or death, is caused by the negligence or intentional wrongful act of **CONTRACTOR**, its employees, servants or agents.
15. **COMPLIANCE WITH THE LAWS:** **CONTRACTOR** agrees to comply with the provisions of this Agreement, Title VI of the Civil Rights Act of 1964, and with all applicable federal, state, county, and local statutes and rules.
16. **PROTECTION OF PERSONAL INFORMATION:** If **CONTRACTOR** obtains any personal information as defined in ORS 646A.602(11) related to this Agreement or concerning any County employee, **CONTRACTOR** agrees to provide appropriate safeguards to protect the security of this information. **CONTRACTOR** shall have provided appropriate safeguards by meeting or exceeding the requirements stated in ORS 646A.622.
17. **CONDITIONS CONCERNING PAYMENT, CONTRIBUTIONS, LIENS, WITHHOLDING:** Pursuant to ORS 279B.220, **CONTRACTOR** shall:
 - (a) Make payment promptly, as due, to all persons supplying to the **CONTRACTOR** labor or material for the performance of the work provided for in the Agreement;
 - (b) Pay all contributions or amounts due the Industrial Accident Fund from the **CONTRACTOR** or subcontractor incurred in the performance of the Agreement;
 - (c) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation, or subdivision thereof, on account of any labor or material furnished; and
 - (d) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

18. **CONDITIONS CONCERNING PAYMENT FOR MEDICAL CARE AND PROVIDING WORKERS' COMPENSATION:** Pursuant to ORS 279B.230, **CONTRACTOR** shall:
- (a) Promptly, as due, make payment to any person, co-partnership, association, or corporation furnishing medical, surgical, and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of **CONTRACTOR**, of all sums that **CONTRACTOR** agrees to pay for the services and all monies and sums that **CONTRACTOR** collected or deducted from the wages of employees under any law, contract, or agreement for the purpose of providing or paying for the services; and
 - (b) Comply with ORS 656.017 or if not exempt under ORS 656.126.
19. **ENTIRE AGREEMENT:** This Agreement signed by both parties is the final and entire agreement and supersedes all prior and contemporaneous oral or written communications between the parties, their agents, and representatives.
20. **AMENDMENTS:** This Agreement may be supplemented, amended, or revised only in writing signed by both parties.
21. **ASSIGNMENT:** **CONTRACTOR** may not assign this Agreement, in whole or in part, without the prior written consent of **COUNTY**.
22. **SUB-AGREEMENTS:** If this project is funded in whole or in part with grant funds received by **COUNTY**, **CONTRACTOR**, as a sub-recipient of those funds, shall fully comply with all applicable terms, conditions, and requirements of the Grant Agreement, including but not limited to procurement regulations, property and equipment management and records, indemnity, and insurance provisions.
23. **EQUIPMENT, TOOLS, MATERIALS, AND/OR SUPPLIES:** **CONTRACTOR** will provide all equipment, tools, materials or supplies necessary to fulfill **CONTRACTOR**'s obligations under the terms of this agreement.
24. **TERMINATION:**
- (a) With reasonable cause, either party may terminate this Agreement effective immediately after giving written notice of termination for cause. Reasonable cause shall include material violation of this Agreement or any act exposing the other party to liability to others for personal injury or property damage;
 - (b) Notwithstanding any other provision of this Agreement, **COUNTY** shall not be obligated for the **CONTRACTOR**'s performance hereunder or by any provision of this Agreement during any of **COUNTY**'s future fiscal years unless and until the Crook County Court appropriates funds for this Agreement in **COUNTY**'s budget for such future fiscal year.

In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated.

25. **NO AUTHORITY TO BIND CROOK COUNTY:** **CONTRACTOR** has no authority to enter into contracts on behalf of **COUNTY**. This Agreement does not create a partnership between the parties.

26. **HOW NOTICES SHALL BE GIVEN:** Any notice given in connection with this Agreement must be in writing and be delivered either by hand to the party or by certified mail, return receipt requested, to the party at the party's address as stated in this Bidder's Proposal.
27. **GOVERNING LAW AND VENUE:** Any dispute under this Agreement shall be governed by Oregon law with venue being located in Crook County, Oregon.
28. **SEVERABILITY:** If any part of this Agreement shall be held unenforceable, the rest of this Agreement will remain in full force and effect.
29. **ATTORNEY FEES:** In the event an action, lawsuit, or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each party shall bear its own attorney fees, expenses, costs, and disbursements for said action, lawsuit, proceeding, or appeal.
30. **WAIVER:** The failure of either party at any time or from time to time to enforce any of the terms of this Agreement shall not be construed to be a waiver of such term or of such party's right to thereafter enforce each and every provision of the Agreement.
31. **COUNTERPARTS:** This Goods and Services Contract may be executed in one or more counterparts, including electronically transmitted counterparts, which when taken together shall constitute one in the same instrument. Facsimiles and electronic transmittals of the signed document shall be binding as though they were an original of such signed document.

CONTRACTOR and COUNTY acknowledge that they are in agreement with the terms and conditions set forth in this Goods and Services Contract.

ACCEPTED FOR CONTRACTOR

*

 (printed name)

Title: _____

Date: _____

ACCEPTED FOR CROOK COUNTY

 Seth Crawford, Judge
 Date: _____

 Jerry Brummer, Commissioner
 Date: _____

 Brian Barney, Commissioner
 Date: _____

BIDDER'S SUBMITTAL

Instructions: The County will only accept bids which meet all the specifications and details listed in Attachment 2. Bids which propose only some specifications and details will not be accepted unless no other bids are received.

Be certain to sign this Submittal where indicated. This Bidder's Submittal serves as **Attachment 1** to the Contract.

DESCRIPTION OF MATERIALS AND SERVICES	UNIT PRICE	TOTAL PRICE
6,750 Tons of 3/8" – 4 Uncoated Chip Seal Rock Delivered to Crook County Landfill Stockpile Site (Houston Lake Road, Prineville, Oregon)		

Please answer / affirm the following statements on separate pages and attach to the Bidder Submittal.

A. Contractor agrees that all of the applicable provisions of Oregon law relating to public contracts are, by this reference, incorporated in and made a part of this Bidder's Packet.

B. A statement identifying whether or not the bidder is "resident bidder" as defined in ORS 279A.120(1). Yes _____ No _____

C. Contractor's certification of non-discrimination in obtaining required subcontractors in accordance with ORS 279A.110(4).

D. Describe your good faith efforts to employ local workers for the work.

E. Contractor will obtain all necessary operating permits and licenses to do the work, and shall carry insurance as required by the County.

G. Contractor possesses an unexpired certificate issued by the Oregon Department of Administrative Services issued under ORS 279A.167 unless Contractor is exempt under ORS 279B.110.

The name of the Contractor who is submitting this Proposal is:

Bidding Firm: _____

Address: _____

Date: _____ Phone Number: _____

Email: _____

This is the address to which all communications concerning this Proposal shall be sent.

IN WITNESS HERETO, the undersigned has set his/her hand this ____ day of _____, 20____.

Signature of Contractor

Print Name

Title: _____

SPECIFICATIONS AND DETAILS

Purchase of 3/8" – 4 Uncoated Chip Seal Rock
Crook County, Oregon

Attachment 2

3/8" – 4 Uncoated Chip Seal Rock (6750 TONS)

FINE

Sieve Size

3/8" – 4

3/4"

1/2"

3/8"

1/4"

No 4

No 8

No 30

No 200 (wet)

No 200 (wet)*

100

80 - 100

10 - 40

-

0 - 6

0 - 2

0.0 - 2.0

0.0 - 1.0

* in gravels

IDENTIFICATION OF BIDDER(S) SURETIES
Crook County Chip Seal Rock Preparation and Delivery
Contract No.: 2022-02

The party who is submitting this proposal and who, if awarded the contract, will enter into the contract is

(Enter "an individual", partnership, "a corporation" or "a limited liability company") PLEASE PRINT

doing business under the name _____
PLEASE PRINT

at _____
(Street) (City) (State) (Zip Code) (Phone Number)

which is the address to which all communications concerning this proposal and the contract should be sent.

The name of the surety, who will furnish the performance bond and payment bond covering the contract, if awarded, and the name, address, and telephone number of the surety's local agent is:

Name of Surety: _____

Name of Agent : _____ Agent's Ph: _____.

Address: _____
(Street) (City) (State) (Zip Code)

Accompanying this proposal as proposal guaranty is a _____ in the amount of at least ten percent (10%) of the total amount of the proposal. (Enter "Proposal Bond", "cashier's check", or "certified check").

If the Crook County Court accepts this proposal and awards a contract to the undersigned and if the undersigned then fails to promptly and properly execute the contract or bonds or deliver insurance certificates according to the terms and conditions stated in the specifications, the undersigned shall forfeit the proposal guaranty as liquidated damages to Crook County, by and through its County Court.

The undersigned agrees that damages in the event the undersigned fails in one or more of the respects set forth above are difficult to determine and that the amount of the proposed guaranty is a reasonable estimate of such damages and is an appropriate amount to be assessed as liquidated damages. The undersigned agrees to be held jointly and severally liable with the surety of the undersigned for payment of liquidated damages if the proposal guaranty is a proposal bond.

(Bidder's Name)

By _____

← **SIGN HERE**

_____, 20____
(Typed or Printed Name, and Title of Signer) (Date)

PROPOSAL BOND

Crook County Chip Seal Rock Preparation and Delivery Contract No.: 2022-02

KNOW ALL MEN BY THESE PRESENTS, that _____

_____ a surety company duly organized under the laws of the State of _____ having its principal place of business at _____

_____ in the State of _____, and authorized to do business in the State of Oregon, is held and firmly bound unto Crook County, in the full sum of ten percent (10%) of the total amount of the proposal for the work hereinafter described, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators and assigns, and successors and assigns, firmly by these presents.

The condition of this bond is such that, whereas _____ (Bidder) is herewith submitting its proposal for the following work, to wit: 6,750 tons of 3/8" – 4 Uncoated Chip Seal Rock delivered to Crook County Landfill Stockpile Site, on Houston Lake Road Prineville, Oregon.

All work is to be completed by **May 27, 2022**.

NOW THEREFORE, if said proposal submitted by said bidder is accepted by the Crook County Court, and the contract for said work is awarded to said bidder, and if the said bidder enters into and executes the said contract and furnishes bond and insurance as required by the County within the time fixed by the County, then this obligation shall be void; otherwise to remain in full force and effect. These obligations shall not be impaired or affected by any extension of time within which the County may accept the bid or the required submittals, and Surety waives notice of any such extensions.

Signed and sealed this _____ day of _____, 2022__.

SURETY

(Surety Company)

(Signature)

PRINCIPAL

(Principal (Bidder))

(Signature)