



**INVITATION TO BID
ITB # 2017-56
ISSUE DATE: August 2, 2017**

Wastewater Treatment Plant Screening and Grit Landfill Disposal

**BID DUE DATE AND TIME
August 17, 2017 (2:00 PM, PST)**

SUBMITTAL LOCATION:

**Clackamas County Procurement Division
Attn: George Marlton, Director
Public Services Building
2051 Kaen Road
Oregon City, OR 97045**

Procurement@clackamas.us

1.0 GENERAL

1.01 SCHEDULE OF EVENTS:

Invitation to Bid Issue Date..... **August 2, 2017**
 Protest of Specifications Deadline **August 9, 2017**
 Request for Clarification or Change Deadline **August 11, 2017**
 Bid Due Date and Time..... **August 17, 2017, 2:00 PM PST**
 Deadline for Protest of Award 5 calendar days after date of the Notice of Intent to Award
 Anticipated Contract Begin Date **September 1, 2017**

This Schedule of Events is subject to change. Any changes will be made through the issuance of Written Addenda.

1.02 ISSUING OFFICE:

The Procurement Division of Clackamas County (“County”) is the issuing office and is the sole point of contact for this Invitation to Bid (“ITB”). All questions regarding this ITB should be directed to the Administrative Contact person identified below:

Name: Kim Randall
 Title: Procurement & Contract Assistant
 Telephone: (503) 742-5443
 Email: krandall@clackamas.us

1.03 DEFINITIONS

As used in this ITB, the terms set forth below are defined as follows:

1. "Addenda" means an addition to, deletion from, a material change in, or general interest explanation of the ITB.
2. "Exhibits" means those documents which are attached to and incorporated as part of the ITB.
3. "Bid" means an offer, binding on the Bidder and submitted in response to an Invitation to Bid.
4. "Bidder" means an entity that submits a Bid in response to an ITB.
5. "Bid Due Date and Time" means the date and time specified in the ITB as the deadline for submitting Bids.
6. "Invitation to Bid" or “ITB” means a Solicitation Document for the solicitation of competitive, Written, signed and sealed Bids in which Specifications, price, and delivery (or project completion) are the predominant award criteria.
7. “LCRBR” means the Clackamas County Local Contract Review Board Rules found at: <http://www.clackamas.us/code/documents/appendixc.pdf>
8. "Responsible" means an entity that demonstrates their ability to perform satisfactorily under a contract by meeting the applicable standards of responsibility outlined in LCRBR C-047-0500.
9. "Responsive" means a Bid that has substantially complied in all material respects with the criteria outlined in the ITB.
10. “Written or Writing” means letters, characters, and symbols inscribed on paper by hand, print, type, or other method of impression intended to represent or convey particular ideas or meanings.

2.0 INTRODUCTION AND BACKGROUND

2.01 INTRODUCTION:

The purpose of this ITB is to establish contracts with multiple landfills for the disposal of wastewater treatment screenings, grit and storm water collection system solids. The resulting contract is for disposal services, **not** for hauling/transportation services. The resulting contract will be for three years with the option to extend for one (1) additional three (3) year period.

2.02 BACKGROUND:

Clackamas County Water Environment Services (“WES”) manages grit and screenings produced from three wastewater treatment plants: Kellogg Creek, Tri-City and Hoodland wastewater treatment plants. Screens remove larger material coming into the plant. The material collected is the screenings. Grit consists of solids that settle out after the screens at the beginning of the treatment process. Screenings and grit are normal by-products of wastewater primary treatment and are typically hauled to landfill for disposal.

In addition, WES manages the solids captured from the cleaning of the storm water collection system in select parts of the service areas. This material is also hauled to landfill for disposal. Screenings, grit and collection system solids are decanted to achieve the required solids content for landfill and are co-mingled for final disposal.

Composition of grit and collection system solids includes sand, gravel, other mineral matter and minimally putrescible organics such as eggshells, bone chips, seeds, fruit rinds, coffee grounds. All three wastewater treatment plants move approximately 24,000 tons annually.

3.0 STATEMENT OF WORK, TERMS & CONDITIONS

3.01 STATEMENT OF WORK:

Accept and properly dispose of co-mingled screenings, grit and collection system solids.

3.02 TERMS AND CONDITIONS:

County’s terms and conditions governing the purchase resulting from this ITB are those contained in the Goods and Services Contract located at www.clackamas.us/bids, hereby incorporated by reference.

4.0 BIDDER QUALIFICATIONS

4.01 MINIMUM QUALIFICATIONS:

In order to qualify as a Responsive Bidder, the Bidder needs to meet the minimum qualifications below: Possess any required permits to receive and dispose of co-mingled screenings, grit and collection system solids.

5.0 REQUIRED SUBMITTALS

5.01 SUBMISSION OF BID AND QUANTITY:

Complete Proposals may be mailed to the below address or emailed to Procurement@clackamas.us. The subject line of the email must identify the ITB title and number. Bidders are encouraged to contact Procurement to confirm receipt of the Bid. If the Bid is mailed, an original copy and an electronic copy (on compact disk or jump drive) must be included. The Bid (hardcopy or email) must be received by the Closing Date and Time indicated in Section 1.01 of the ITB.

5.02 REQUIRED SUBMITTALS:

It is the Bidder's sole responsibility to submit information in fulfillment of the requirements of this ITB. If pertinent information or required submittals are not included within the Bid, it may cause the Bid to be rejected.

Bidders should submit the following information:

- Exhibit A, Certifications, fully completed.
- Exhibit B, Bid Price Form, fully completed.

6.0 EVALUATION AND AWARD

6.01 EVALUATION:

Bids will be evaluated to determine the lowest Responsive Responsible Bidder based upon the ITB, Exhibits and Addenda. County may engage in any of the processes identified in the applicable LCRBR to determine the Contract award.

6.02 BEST AND FINAL OFFER:

In accordance with LCRBR C-047-0261, the County may request best and final offers from those Bidders determined by County to be reasonably viable for contract award. However, County reserves the right to award a contract on the basis of initial bid received. Therefore, each bid should contain the Bidder's best terms from a price and technical standpoint. Following evaluation of the best and final offers, County may select for final contract negotiations/execution the offers that are most advantageous to County, considering cost and the evaluation criteria in this ITB.

6.03 INTERGOVERNMENTAL COOPERATIVE PROCUREMENT STATEMENT:

Pursuant to ORS 279A and LCRBR, other public agencies shall have the ability to purchase the awarded goods and services from the awarded contractor(s) under terms and conditions of the resultant contract. Any such purchases shall be between the contractor and the participating public agency and shall not impact the contractor's obligation to County. Any estimated purchase volumes listed herein do not include other public agencies and County makes no guarantee as to their participation. Any proposer, by written notification included with their proposal, may decline to extend the prices and terms of this solicitation to any and/or all other public agencies. County grants to any and all public serving governmental agencies, authorization to purchase equivalent services or products described herein at the same submitted unit bid price, but only with the consent of the contractor awarded the contract by the County.

6.04 INVESTIGATION OF REFERENCES:

County reserves the right to investigate and to consider the references and the past performance of any Bidder with respect to such things as its performance or provision of similar goods or services, compliance with specifications and contractual obligations, and its lawful payment of suppliers, subcontractors, and workers. County further reserves the right to consider past performance, historical information and facts, whether gained from the Bid, interviews, references, County or any other source. County may postpone the award or execution of the Contract after the announcement of the notice of intent to award in order to complete its investigation.

7.0 INSTRUCTIONS TO BIDDERS

7.01 APPLICABLE STATUTES AND RULES:

This ITB is subject to the applicable provisions and requirements of the Oregon Revised Statutes, and the LCRBR.

7.02 MANUFACTURER'S NAMES AND APPROVED EQUIVALENT:

Unless qualified by the provision "NO SUBSTITUTE" any manufacturers' names, trade name, brand names, information and/or catalogue numbers listed in a specification are for information and not intended to limit competition. Bidders may offer any brand for which they are an authorized representative, which meets or exceeds the specification for any item(s). If Bids are based on equivalent products, indicate in the Bid form the manufacturers' name and number. Bidders shall submit with their Bid, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous Bid will not satisfy this provision. Bidders shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids, which do not comply with these requirements, are subject to rejection. Bids lacking any written indication of intent to provide an alternate brand will be received and considered in complete compliance with the specification as listed in the ITB.

7.03 REQUEST FOR CLARIFICATION OR CHANGE:

Requests for clarification or change of the ITB must be in Writing and received by the issuing office no later than the Request for Clarification or Change Deadline as specified in the Schedule of Events. Such requests for clarification or change must include the reason for the Bidder's request. County Tech will consider all timely requests and, if acceptable to County, amend the ITB by issuing an Addendum. An Addendum will be posted at www.clackamas.us/bids. Envelopes or e-mails containing requests should be clearly marked as a Request for Clarification or Change and include the ITB Number and Title.

7.04 PROTESTS OF THE BID/SPECIFICATIONS:

Protests must be in accordance with LCRBR C-047-0730. Protests of Specifications must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule of Events, or within three (3) business days of issuance of any addendum, at the Procurement Services Division address listed in Section 1 of this ITB. Protests may not be faxed. Protests of the ITB specifications must include the reason for the protest and any proposed changes to the requirements.

7.05 ADDENDA:

If any part of this ITB is changed, an addendum will be provided to Proposers that have provided an address to the Procurement Division for this procurement. It shall be Proposers responsibility to regularly check the Bids and Contract Information page at <http://www.clackamas.us/bids/> for any published Addenda or response to clarifying questions.

7.06 PREPARING AND SIGNATURE:

All Required Submittals must be Written and signed by an authorized representative with authority to bind the Bidder. Signature certifies that the Bidder has read, fully understands, and agrees to be bound by the ITB and all Exhibits and Addenda to the ITB.

7.07 PUBLIC RECORD:

Upon completion of the ITB process, information in your Bid will become subject records under the Oregon Public Records Law. Only those items considered a "trade secret" under ORS 192.501(2), may be exempt from disclosure. If a Bid contains what the Bidder considers a "trade secret" the Bidder must mark each sheet of information as such. Only bona fide trade secrets may be exempt and only if public interest does not require disclosure.

- 7.08 MODIFICATION:
Prior to submittal, Bidders should initial modifications or erasures in ink by the person signing the Bid. After submittal but prior to the Bid Due Date and Time, Bids may be modified by submitting a Written notice indicating the modifications and a statement that the modification amends and supersedes the prior Bid. After the Bid Due Date and Time, Bidders may not modify their Bid.
- 7.09 WITHDRAWALS:
A Bidder may withdraw their Bid by submitting a Written notice to the issuing office identified in this ITB prior to the Bid Due Date and Time. The Written notice must be on the Bidder's letterhead and signed by an authorized representative of the Bidder. The Bidder, or authorized representative of the Bidder, may also withdraw their Bid in person prior to the Bid Due Date and Time, upon presentation of appropriate identification and evidence of authority to withdraw the Bid satisfactory to County.
- 7.10 LATE SUBMITTALS:
Bids and Written notices of modification or withdrawal must be received no later than the Bid Due Date and Time. County may not accept or consider late Bids, modifications, or withdrawals except as permitted in LCRBR C-047-0330(6).
- 7.11 BID OPENING:
Bids will be opened immediately following the Bid Due Date and Time at the Submittal Location. Bidder may attend the Bid opening. Only the names of the Bidders submitting Bids and base bid price will be announced. No other information regarding the content of the Bids will be available.
- 7.12 BIDS ARE OFFERS:
The Bid is the Bidder's offer to enter into a contract pursuant to the terms and conditions specified in the ITB, its Exhibits, and Addenda. The offer is binding on the Bidder for one hundred twenty (120) days. County's award of the Contract constitutes acceptance of the offer and binds the Bidder. The Bid must be a complete offer and fully Responsive to the ITB.
- 7.13 CONTINGENT BIDS:
Bidder shall not make its Bid contingent upon County's acceptance of specifications or contract terms that conflict with or are in addition to those in the ITB, its Exhibits, or Addenda.
- 7.14 RIGHT TO REJECT:
County may reject, in whole or in part, any Bid not in compliance with the ITB, Exhibits, or Addenda, if upon County's Written finding that it is in the public interest to do so. County may reject all Bids for good cause, if upon County's Written finding that it is in the public interest to do so. Notification of rejection of all Bids, along with the good cause justification and finding of public interest, will be sent to all who submitted a Bid.
- 7.15 AWARDS:
County reserves the right to make award(s) by individual item, group of items, all or none, or any combination thereof. County reserves the right to delete any item from the award when deemed to be in the best interest of County.
- 7.16 LEGAL SUFFICIENCY REVIEW:
Prior to execution of any Contract resulting from this ITB, the Contract may be reviewed for legal sufficiency by a qualified attorney for County pursuant to the applicable Oregon Revised Statutes and County Policy. Legal sufficiency review may result in changes to the terms and conditions specified in the ITB, Exhibits, and Addenda.

7.17 **BID RESULTS:**

A notice of intent to award containing the Bid results will be issued to all Bidders. The Bid file will be available for Bidder's review during the protest period at the Procurement Division. Bidders must make an appointment with the issuing office to view the Bid file. After the protest period, the file will be available by making a Public Records Request to County through the Procurement Division.

7.18 **BID PREPARATION COST:**

County is not liable for costs incurred by the Bidder during the ITB process.

7.19 **BID CANCELLATION:**

If an ITB is cancelled prior to the Bid Due Date and Time, all Bids that may have already been received will be returned to the Bidders. If an ITB is cancelled after the Bid Due Date and Time or all Bids are rejected, the Bids received will be retained and become part of County's permanent Bid file.

7.20 **COLLUSION:**

By responding, the Proposer states that the proposal is not made in connection with any competing Proposer submitting a separate response to the ITB, and is in all aspects fair and without collusion or fraud. Proposer also certifies that no officer, agent, elected official, or employee of County has a pecuniary interest in this Proposal.

7.21 **NONDISCRIMINATION:**

The successful proposer agrees that, in performing the work called for by this ITB and in securing and supplying materials, contractor will not discriminate against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, sexual orientation, gender identity, veteran status, physical or mental handicap, national origin or ancestry, or any other class protected by applicable law.

7.22 **PROTEST OF CONTRACTOR SELECTION, CONTRACT AWARD:**

An eligible Bidder who feels adversely affected or aggrieved may submit a protest within five (5) calendar days after County issues a notice of intent to award a Contract. The protest must be clearly identified as a protest, identify the type and nature of the protest, and include the ITB number and title. The rules governing protests are at LCRBR C-047-0740.

EXHIBIT A - CERTIFICATIONS
ITB #2017-56

By signature on this certification the undersigned certifies that they are authorized to act on behalf of the Bidder and that under penalty of perjury the undersigned will comply with the following:

SECTION I. OREGON TAX LAWS

The undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Bidder and that Bidder is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620.

SECTION II. AFFIRMATIVE ACTION

The undersigned hereby certifies that they have not discriminated against Minority, Women or Emerging Small Business Enterprises in obtaining any required subcontracts, pursuant to ORS 279A110.

SECTION III. COMPLIANCE WITH SOLICITATION

The undersigned agrees and certifies that they:

1. Have read, fully understands and agrees to be bound by the Invitation to Bid and all Exhibits and Addenda to the Invitation to Bid;
2. Are an authorized representative of the Bidder, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Bid or Contract termination;
3. Will use recyclable products, unless prohibited in this ITB, to the maximum extent economically feasible in the performance of a contract if awarded.
4. Will furnish the designated item(s) and/or service(s) in accordance with the Invitation to Bid and the Contract; and

Resident Bidder, as defined in ORS 279A.120: Oregon Business Registry #: _____

Non-Resident Bidder, Resident State: _____

Company Legal Business Name (No DBA/ABN): _____

Authorized Signature: _____ Date: _____

Name (Type or Print): _____ Telephone: (____) _____

Title: _____ Email: _____

Address, City, State, Zip: _____

Oregon CCB# (if applicable): _____

Business Designation (check one):

Corporation Partnership LLC Sole Proprietorship Non-Profit

Minority Owned Women Owned Emerging Small Business

Oregon MWESB Certification Number: _____

Self-Identified Minority, Women or Emerging Small Business: Yes No

EXHIBIT B - BID PRICE FORM
ITB #2017-56

Prices must be inclusive of all fees, taxes, and other miscellaneous costs.

Disposal Rate – Per Ton	\$
Other -	\$
Other -	\$

Company: _____

Address, City, State, Zip: _____

Contact Name: _____ Telephone: _____

Contact Title: _____ Email: _____

By: _____ Title: _____
(Authorized Signature)