

INVITATION TO BID
Ordnance Project - Valves
ITB-001 (Phase 1 Valves)

Sealed bids for the purchase of valves for the Ordnance Project will be received by the Board of Commissioners of Umatilla County at the Umatilla County Courthouse, Pendleton, Oregon, on December 16, 2022, until 10:00 A.M. Bids will be publicly opened and read in Room 121, Umatilla County Courthouse, Pendleton, Oregon.

The valves types and quantities are listed in the bid sheet form. Delivery will be to the Hermiston, Oregon area.

Dated: November 16, 2022

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INSTRUCTIONS TO BIDDERS

1.0 SUBMITTAL OF PROPOSAL

All bids must be presented in a sealed envelope to the Umatilla County Board of Commissioners before 10:00 A.M., December 16, 2022. Bids submitted electronically or by fax will be not acceptable.

- 1.1 COMPLETE PROPOSAL MUST BE RETURNED. Bidders shall use the attached bid form. Bidder shall complete unit price, extended price and lead time for each valve component, along with the bid subtotal, freight total and total bid amount, and the amount of days the bid will be valid. The firm name and signature of an authorized person shall be in space provided.

All bids shall be valid for 60 calendar days.

Bids may not be changed or withdrawn after the opening of Bids.

Along with the bid sheet form, please provide manufacturer's cutsheets for all items listed in the bid sheet.

Each Bid shall be identified on the exterior of the sealed envelope as follows:

Bid For: ITB-001 (Phase 1 Valves)

1.2 RIGHT TO REJECT BIDS

The Board of Commissioners reserves the right to reject any or all bids, accept the bid deemed most satisfactory to the County, or terminate this invitation to bid at any time.

- 1.3 Bids to be submitted by mail shall be addressed to:

Umatilla County
Attn: Board of Commissioners
216 S. E. 4th Street
Pendleton, Oregon 97801

2.0 CONTRACT AWARD

Award of the contract will be made to one bidder. Notice of Intent to Award by the Board of Commissioners will normally be made within 20 calendar days of opening. If a longer period of time is required, all bidders will be notified. Following the 7 day protest period, a contract will be provided to the selected bidder. A draft contract is included for information.

3.0 DELIVERY

Bidders shall set forth the date of delivery in the space provided on the Bid sheet. Deliveries should be consolidated as much as possible to minimize the amount of deliveries

received on site. Delivery date shall be taken into consideration before awarding the contract.

The equipment herein specified shall be delivered to the area of Hermiston, Oregon. A more specific delivery location will be determined at a later date. Any necessary parts for operating the equipment that are not mentioned in the specifications are, by this inference, included and shall not become a cause for extra compensation to the successful bidder.

4.0 REQUESTS FOR INFORMATION

All requests for information (RFI) need to be provided in writing to the following email address (ordnanceproject@umatillacounty.gov) within 14 calendar days of the bid opening. Response to RFIs will be completed and published on Umatilla County's website (<https://umatillacounty.gov/departments/bcc/notices>) 7 calendar days prior to the bid closing date.

5.0 CUTSHEETS AND MANUALS

Bidders are to supply manufacturer's cutsheets for all items listed in the bid sheet as part of the supplier's proposal package. Within 2 weeks of award, the successful bidder will need to submit all manufacturer's cut sheets electronically for technical approval to ordnanceproject@umatillacounty.gov.

Within 6 weeks of award, the successful bidder will need to submit all applicable manufacturer's operation and maintenance manuals electronically to ordnanceproject@umatillacounty.gov.

6.0 PAYMENT

Payment for the equipment herein specified will be made immediately after the 10th day of the month following full and satisfactory delivery.

7.0 WARRANTY SPECIFICATIONS

Bidder shall state all items under warranty and for how long in time and/or machine hours the warranty is good.

Bidder shall completely and adequately specify items, terms and conditions of warranty. If certain items are warranted by agencies other than bidder (or principal manufacturer), these items and warranties shall be expressly identified on a separate sheet indicating terms and conditions. If no such listing is included in this bid, it shall be understood that all items are warranted by the bidder (or principal manufacturer) under the warranty to the attached as part of this bid. Failure to include warranty information in the bid documents may result in your bid being considered non responsive.

GENERAL CONDITIONS

1. Units offered under this bid shall be new, standard production models of the latest design in current production, unless otherwise specified.

2. Materials shall be of good commercial quality for the intended service and shall be produced by use of current manufacturing processes.
3. The bidder shall list on a separate sheet of paper any variations from, or exceptions to, the conditions and specifications of this bid. This sheet shall be labeled "Exception (s) to Bid Conditions and Specifications", and shall be attached to the bid.

BID SHEET

ITB-001 Ordnance Project Phase 1 Valves

Line Item	Short Description	Long Description	Quantity	Unit of Measurement	Unit Price (USD)	Extended Price (USD)	Lead Time
1	Wafer Butterfly Valve	48" ABZ Series 400, Class 300, Carbon Steel Body, PTFE Seat, Wafer Style, Butterfly Valve W/Gear Operator and 7ft Extension or Equal	3	EA			
2	Wafer Butterfly Valve	48" ABZ Series 400, Class 150, Carbon Steel Body, PTFE Seat, Wafer Style, Butterfly Valve W/Gear Operator and 11ft Extension or Equal	2	EA			
3	Wafer Check Valve	42" Valmatic 8842, Cast Iron Body, Stainless Steel Trim, Aluminum Bronze Disc, Buna-N Seat, Class 125 Wafer Style, Dual Disc Check Valve or Equal	1	EA			
4	Dismantling Joint	42" Romac DJ400, Class D, Dismantling Joint, DJ400-42, or Equal	1	EA			
5	Air Release Valve	20" Crispin, VR201/AL40/PL10, 5/16" Oriface, With Optional Hoods, Air Release Valve Assmebly or Equal	1	EA			
6	Lugged Butterfly Valve	20" ABZ Series 397, Class 150, Ductile Iron Body, Buna-N Seat, Lugged Style, Dead End Service Rated, Butterfly Valve W/Gear Operator or Equal	1	EA			
7	Dismantling Joint	18" Romac, DJ400, Class F, Dismantling Joint, DJ400-18, or Equal	4	EA			
8	Wafer Check Valve	18" Crane, ASME Class 300, Wafer Style Check Valve, 18G30SMF or Equal	4	EA			
9	Mag Flowmeter	18" Siemens, Class 300, Sitrans FM Mag 5100M, with 120V Compact Mount Display or Equal	4	EA			
10	Wafer Butterfly Valve	18" ABZ Series 400, Class 300, Carbon Steel Body, PTFE Seat, Wafer Style, Butterfly Valve W/Gear Operator or Equal	5	EA			
11	Wafer Butterfly Valve	18" ABZ Series 400, Class 300, Carbon Steel Body, PTFE Seat, Wafer Style, Butterfly Valve W/Gear Operator and 8ft Extension or Equal	1	EA			
12	Air Release Valve	16" Crispin, VR161/AL40/PL10, 7/16" Oriface, With Optional Hoods, Air Release Valve Assembly or Equal	1	EA			
13	Lugged Butterfly Valve	16" ABZ Series 397, Class 150, Ductile Iron Body, Buna-N Seat, Lugged Style, Dead End Service Rated, Butterfly Valve W/Gear Operator or Equal	1	EA			
14	Air Release Valve	12" Crispin, VR121/AL40/PL10, 3/8" Oriface, With Optional Hoods, Air Release Valve Assembly or Equal	1	EA			
15	Lugged Butterfly Valve	12" ABZ Series 397, Class 150, Ductile Iron Body, Buna-N Seat, Lugged Style, Dead End Service Rated, Butterfly Valve W/Gear Operator or Equal	1	EA			
16	Pressure Relief Valve	12" Cla-Val 50-01, Class 300 Flanged, Pressure Relief Valve, w/Optional CK2 Isolation Valves, Drain to Atmosphere, X141 Pressure Gauges and X117D Valve Position Transmitter or Equal	1	EA			
17	Air Release Valve	8" Crispin, VR81/AL40/PL10, 5/16" Oriface, With Optional Hoods, Air Release Valve Assembly or Equal	1	EA			
18	Air Release Valve	8" Crispin, VR81/AL40/PL10, 7/16" Oriface, With Optional Hoods, Air Release Valve Assembly or Equal	1	EA			
19	Lugged Butterfly Valve	8" ABZ Series 397, Class 150, Ductile Iron Body, Buna-N Seat, Lugged Style, Dead End Service Rated, Butterfly Valve W/Gear Operator or Equal	2	EA			
20	Air Release Valve	4" Crispin, AL40/PL10, 5/16" Oriface, With Optional Hoods, Air Release Valve Assembly or Equal	2	EA			
21	Air Release Valve	4" Crispin, AL40/PL10, 3/8" Oriface, With Optional Hoods, Air Release Valve Assembly or Equal	1	EA			
22	Air Release Valve	3" Crispin, Single Body, UL30, 1/8" Oriface, With Optional Hoods, Air Release Valve or Equal	5	EA			

23	Air Release Valve	3" Crispin, Deep Well, DL30, Air Release Valve or Equal	4	EA		
					Bid Subtotal	
					Freight Total	
					Total Bid Amount	

Bidder certifies this bid is valid for _____ calendar days.

Bidder _____

Address _____

By (Print) _____

By (Signed) _____

DRAFT AGREEMENT
Ordnance Project
ITB-001 (Phase 1 Valves)

1.0 DATE

The date of this agreement is

2.0 PARTIES and NOTICES

2.1 The parties to this agreement are UMATILLA COUNTY, a political subdivision of the State of Oregon, 216 SE 4th Street, Pendleton, Oregon, 97801 (“County”), and

(“Contractor”).

2.3 Any notices under this contract shall be in writing and shall be effective when actually delivered or when deposited in the mail, registered or certified, addressed to the parties at the address set forth in paragraph 2.1, or such other address as either party may designate by written notice to the other.

2.3 The Federal Tax Identification Number for Contractor is

3.0 VALVES

3.1 Contractor agrees to provide the following valves and related equipment, on the terms and the conditions of this agreement.

(LIST OF ITEMS)

3.2 Contractor agrees to sell the equipment on the terms and the conditions of this agreement and as set out in its Bid Form and the Invitation to Bid.

3.3 Project includes any state permits and inspections. Services to be in accordance with any requirements of the State of Oregon.

4.0 DELIVERY

4.1 The valves will be delivered as soon possible, on the following schedule:

4.2 Contractor will not be held responsible for delay or default caused by fire, riot, acts of God and war that is beyond Contractor’s reasonable control. Contractor will, however, make all

reasonable efforts to remove or eliminate such a cause of delay or default, and will, upon cessation of the cause, diligently pursue performance of its obligations under the contract.

4.3 The equipment will be delivered to Hermiston, Oregon, area. A more specific location in the area will be provided at a later date.

4.4 The equipment will be consolidated as much as possible for delivery, to minimize the amount of deliveries.

5.0 PRICE

5.1 The price paid to Contractor for the equipment, including required permits shall be \$

5.2 Payment will be made to Contractor from the County on a monthly basis within 30 days after receipt of a proper invoice by the appropriate authority. Unless otherwise instructed in writing, the County shall send payment to Contractor at the address in paragraph 2.1.

6.0 RESPONSIBILITIES OF CONTRACTOR

6.1 Contractor shall sell, provide and deliver the valves and related equipment listed in paragraph 3.0.

6.2 Contractor shall deliver the equipment in the time set out in its bid. Time is of the essence.

6.3 Contractor shall submit all manufacturer's cut sheets electronically for technical approval to ordnanceproject@umatillacounty.gov within 2 weeks of the date of this agreement.

6.4 Contractor shall submit all applicable manufacturer's operation and maintenance manuals electronically to ordnanceproject@umatillacounty.gov within 6 weeks of the date of this agreement.

7.0 APPLICATION OF LAW

7.1 Each party shall comply with all federal, state, and local laws and ordinances applicable to the work under this contract.

7.2 The provisions of this contract shall be construed and enforced in accordance with the provisions of the law of the State of Oregon. Venue for any action or suit concerning the interpretation or enforcement of this contract must be brought in Circuit Court in Umatilla County, Oregon

8.0 SUPPLEMENTAL TERMS

Attached to this document and incorporated by this reference is Exhibit 1, which include supplemental terms for a public improvement contract.

9.0 INSURANCE

9.1 Contractor shall provide and maintain at its own expense during the term of this contract such insurance as is specified in this contract. Certificates for each and every form of insurance required shall be furnished to the County upon request.

9.2 Contractor shall provide General Liability Insurance in an amount not less than \$1,000,000.00 per occurrence. Such General Liability Insurance shall provide coverage for bodily injury, including personal injury, and property damage insurance, including automobile, as will protect Contractor and the County and its officers and employees from all things or damage which may arise from operations performed under this Contract or in connection therewith. The insurance shall be written on a comprehensive form which includes broad form property damage on an occurrence basis. If requested, complete policy copies shall be provided to the County. Failure to maintain liability insurance as provided above shall, at the County's option, be cause for immediate termination of the Contract.

10.0 INDEMNIFICATION

10.1 Contractor agrees to defend, indemnify and hold harmless the County and its board, officers, agents, and employees, from any and all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of Contractor, its agents or employees, under this agreement.

10.2 Contractor is not an officer, employee, or agent of Umatilla County as those terms are defined in ORS 30.265.

11.0 TERMINATION FOR CAUSE

11.1 If either party fails to perform any obligations imposed by this contract and does not correct or commence and make reasonable corrections of such failure within 15 days after receipt of written notice from the non-defaulting party specifying the manner in which the other party is in default, the non-defaulting party may terminate this contract, or take any action allowed by law, including specific performance.

11.2 The rights and remedies of the parties provided in this contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

11.3 The failure of a party to enforce any provision of this contract shall not constitute a waiver by that party of that or any other provision.

11.4 In the event suit or action is instituted to enforce any of the terms of this contract, each party shall pay its own costs, including attorney fees.

12.0 SUCCESSOR INTERESTS

This contract shall be binding upon and inure to the benefit of the parties, their successors and assigns.

13.0 MODIFICATION and INCORPORATION

13.1 This contract, the Invitation to Bid, and Bid Form constitute the entire agreement between the parties.

13.2 No modification, or change of terms of this contract shall bind either party unless in writing and signed by both parties.

13.3 The representations contained in the proposal of Contractor shall survive the execution of this agreement and shall be binding on Contractor as any other condition and provision of this contract.

13.4 Contractor, by signature of its authorized representative, hereby acknowledges that it has read this contract, understands it, and agrees to be bound by its terms and conditions.

The parties have executed this agreement as of the date first above written.

UMATILLA COUNTY

Commissioner Date

Contractor

Date

EXHIBIT 1
SUPPLEMENTARY TERMS

The contract shall be governed by the additional terms and conditions set forth herein:

1. The Contractor (Contractor) shall make payment promptly, as due, to all persons supplying to such contractor labor or materials for the prosecution of the work provided in this contract.
2. All employers, including Contractor, that employ subject workers who work under this contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements. Contractor shall pay all contributions or amounts due for Workers' Compensation coverage from the Contractor incurred in the performance of the contract.
3. The Contractor will not permit any lien or claim to be filed or prosecuted against the County on account of any material or labor furnished to the Contractor.
4. The Contractor will pay to the Oregon Department of Revenue all sums withheld from employees pursuant to Oregon Statutes.
5. Contractor represents that an employee drug testing program is in place for Contractor's employees.
6. If the Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this contract as such claim shall become due, the proper officer or officers representing the County may pay such claim to the person furnishing the labor or service and charge the amount of the payment against funds due or to become due to the Contractor by reason of this contract. The payment of a claim in this manner authorized by this paragraph shall not relieve the Contractor or the Contractor's surety from obligation with respect to any unpaid claim.
7. If the Contractor or its subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials within 30 days after receipt of payment from the County or Contractor, the Contractor or subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580(4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the Contractor or subcontract on the amount due shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is 30 days after the date when payment was received from the County or Contract, but the rate of interest shall not exceed 30 percent.

8. If the Contractor or its subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with this contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

9. Contractor shall not employ any person for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, the employee shall be paid at least time and a half pay when required under ORS 279C.520.

10. The Contractor shall promptly, as due, make payment to any person, copartnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such Contractor, all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from wages of employees pursuant to any law, contract, or agreement for the purpose of providing or paying for such service.

11. The Contractor shall obtain and pay for all licenses and permits and shall pay all fees and charges for connections to outside services arising from the construction and completion of the Work.

12. The Oregon Government Standards and Practices laws may apply to the Contractor. ORS 244.040(1)(a) prohibits any government officer, employee or agent from using the governmental relationship to obtain a financial gain or avoid a financial detriment that would not otherwise be available but for the governmental relationship. There may be circumstances on a government project that the application of the laws may also apply to the Contractor. The Contractor should contact the Oregon Government Standards and Practices Commission for further information and applicability to this contract.

13. The Contractor and the Contractor's subcontractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or nation origin. The Contractor shall take affirmative action to assure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of nondiscrimination.

14. The Contractor and its subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.

15. The Contractor is not a resident bidder, as defined by ORS 279A.120.

16. The Contractor certifies that the Contractor is in compliance with Oregon tax laws, including taxes referenced in ORS 305.380(4).