



INVITATION TO BID

Truck Scales at Two Locations.

BIDS DUE:

4:00 p.m. October 24, 2024

Morrow County Transfer Stations

P. O. Box 428

365 West Highway 74

Lexington, Oregon 97839

ATTN: Sandi Pointer, spointer@co.morrow.or.us

THIS IS AN INVITATION TO BID TO SUPPLY steel platform truck scale and associated electronic controls for the Morrow County Transfer Stations, one (1) will be inground already built pit, (specifications are attached) scale no. two (2) will be free standing on a level deck

ITB-1 Time and Place for Receiving Proposals

- A. Bids for the herein described work and materials will be received by Morrow County Public Works on or before Oct. 25 @ 4:00 p.m., P.S.T. at the Morrow County Public Works Office 365 West Highway 74 Lexington, OR 97839 in person or Emailed spointer@co.morrow.or.us
- B. Solicitation Documents may be reviewed at the Morrow County Website co.morrow.or.us
- C. Bids must be in a sealed envelope and marked "Two truck scale units ITB".
- D. Suppliers shall submit the Exhibit A Fee Schedule and shall be signed in the place provided.
- E. The submission of a bid signifies that the Supplier has the necessary personnel and equipment and will be able to perform the specified work as outlined without interruption.

ITB-2 Scope of Work

- A. Location one (1) - 69900 Frontage Ln, Boardman, OR This is an Inground installation this is a **24'X10'** size. Specification attached of pit build.
- B. Location two (2) – 57185 Hwy 74, Lexington, OR This above ground, **40'X11'** in size.
- C. Developed in ground/area complete, retro fit to specifications provided.
- D. Develop guide rails for above ground and Frame for above ground unit.
- E. Steel Deck and ramps truck scale. 40 – 60 Ton capacity.
- F. Contractor shall provide the following services in the specified estimated amounts in the specified areas; contractor shall supply all labor, supplies, materials, and supervision necessary to complete contractor's agreement. Must be Weights and Measures certification approved.
- G. Scale must include printer, scoreboard/indicator reading for staff and exterior digital indicator mode. Software needed for operation.
- H. Warranty is required.
- I. **Exhibit A** is provided for a proposal. All locations should have a cost breakdown in the description.

ITB-3 Performance Requirements

- A. Contractors must perform work according to the highest industry standard.
- B. The contractor designee and a Morrow County Representative shall come to an agreement on the quality and completeness of the project.
- C. Morrow County may require clarification or changes needed to understand the Contractor's project approach.
- D. The awarded bidder will be required to assume responsibility for all services outlined in the Invitation to Bid.
- E. The consequences for failure to perform work according to the highest industry standards for installation may result in termination of the contract. Morrow County may seek damages and other relief applicable by law.

ITB- 4

Exhibit A
Fee Schedule

Scale proposal number 1 - 69900 Frontage Lane, Boardman, OR Inground installation **24'X10'** size specifications attached of pit build.

QUOTE ITEM	UNIT	Quantity	Unit Price	Total Cost
TOTAL				

Scale proposal number 2 -57185 Hwy 74, Lexington, OR This above ground **40'X11'** with frame/rails.

QUOTE ITEMS	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
TOTAL				

Contractor Name: _____
Address: _____ Phone: _____
Contractor signature: _____

ITB-5 Contractor's Bonds

- A. A bid bond is not required for submission of a bid.
- B. A performance bond is not required for this contract.

ITB-6 Withdrawal of Proposals

- A. A proposal may be withdrawn at any time prior to the due date/time, by written request to Morrow County Public Works, which may be mailed, or presented in person. The request to withdraw shall be signed by the supplier, or the supplier's authorized representative.
- B. The withdrawal of a proposal does not prejudice the right of the supplier to submit a new proposal.
- C. No proposal can be withdrawn after the request for proposals due time. The proposal constitutes an offer to enter into a contract if accepted by Morrow County.

ITB-7 Right to Reject Offers

- A. Morrow County may reject any offer not in compliance with all prescribed public procurement procedures, requirements and may reject for good cause any or all offers upon a finding by the County that it is in the public interest to do so.

ITB-8 Contract Award

- A. Proposals will be evaluated by a committee appointed by the Public Works Director. The contract will be awarded to the proposal deemed most advantageous to Morrow County. The contract will be awarded to the lowest responsive and responsible bidder.
- B. A decision to award the contract will be made in its entirety to a single contractor within thirty business days of the opening of the submitted proposals. The award of the contract will be made according to timelines available to the Board of Commissioners.
- C. Morrow County reserves the right to accept or reject any or all offers and waive any informalities and irregularities in offers.
- D. A "Purchase of Supplies Contract" (Appendix A) will be executed by Morrow County Public Works and the vendor with the proposal that is most advantageous to Morrow County.

ITB-9 Appeal Process

- A. Appeal of any decision(s) by Morrow County that are adverse to the Supplier must be delivered in writing, within five (5) working days, to the Morrow County Contract Review Board, which is composed of the Morrow County Board of Commissioners.

- B. Written appeals must include a concise statement of the complaint, setting forth all pertinent facts, citation to applicable law or authorities, and the relief requested.

ITB-10 Additional Information and Requirements

- A. Provide insurance documentation as described in the Morrow County Insurance Requirements.
- B. Questions regarding the Invitation to Bid shall be addressed by email no later than five (5) days prior to bid closing to the following: Management Assistant Sandi Pointer spointer@co.morrow.or.us
- C. Provide contractor's certification of compliance with Oregon tax laws (refer to ORS 305.385).
- D. Provide a statement identifying whether the bidder is a resident bidder according to ORS 279A.120
- E. All documents regarding this Request for Proposal including all addenda must be acquired from the Morrow County Website Bids & RFPs tab (co.morrow.or.us). Any and all addenda will be posted no later than four days prior to proposal closing.

MORROW COUNTY

INSURANCE REQUIREMENTS

Contractor shall obtain at Contractor's expense the insurance specified in this Attachment 2 prior to performing under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract, as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply. Contractors shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in County and that are acceptable to County. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. The contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The contractor shall require and ensure that each of its subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If contractor is an employer subject to any other County's workers' compensation law, Contractor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-County subcontractors complies with these requirements.

COMMERCIAL GENERAL LIABILITY

Commercial General Liability Insurance covers bodily injury and property damage in a form and with coverage that is satisfactory to County. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this contract, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. The annual aggregate limit shall not be less than \$2,000,000.

AUTOMOBILE LIABILITY INSURANCE

Automobile Liability Insurance Covering Contractor's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

ADDITIONAL INSURED

All liability insurance, except for Workers' Compensation required under this Contract must include an additional insured endorsement specifying Morrow County, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

WAIVER OF SUBROGATION

Contractor shall waive rights of subrogation which Contractor or any insurer of Contractor may acquire against County by virtue of the payment of any loss. Contractor will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not County has received a waiver of subrogation endorsement from the Contractor or the Contractor's insurer(s).

TAIL COVERAGE

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Contractor shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Contract, for a minimum of 24 months following the later of (i) Contractor's completion and County's acceptance of all Services required under this Contract, or, (ii) County or Contractor termination of contract, or, iii) The expiration of all warranty periods provided under this Contract.

CERTIFICATE(S) AND PROOF OF INSURANCE

The contractor shall provide to County Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) shall list the County, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language affecting coverage required by this Contract. As proof of insurance, the County has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

NOTICE OF CHANGE OR CANCELLATION

The contractor or its insurer must provide at least 30 days' written notice to County before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW

The contractor agrees to periodic review of insurance requirements by County under this agreement and to provide updated requirements as mutually agreed upon by Contractor and County.

COUNTY ACCEPTANCE:

All insurance providers are subject to County acceptance. If requested by County, Contractor shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to County's representatives responsible for verification of the insurance coverages required under this Attachment