

July 3, 2018

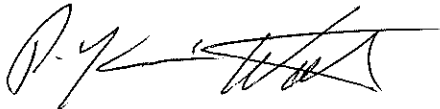
River City Environmental
Jonathan Stockard, Operations Manager
PO Box 30087
Portland, OR 97294

NOTICE TO PROCEED: Contract #10437900

Dear Jonathan,

You are hereby notified that the Chemeketa Community College has awarded the above-referenced Contract to your firm for the provision of on-call catch basin cleaning services. Pursuant to this Notice you are to commence work effective as of July 9, 2018.

Sincerely,



P. Kevin Walther, CPPB
Procurement Management Analyst
kevin.walther@chemeketa.edu

Copy: Rory Alvarez, Director, Facilities & Capital Projects
Isaac Talley, Manager, Facilities & Capital Projects
Mike Morrelli, Facilities & Capital Projects



Business Services Department/Procurement Services - P.O. Box 14007, Salem, OR 97309-7070
Phone: 503.399.5014 - Fax: 503.399.5038 – E-Mail: procurement@chemeketa.edu

On-call Catch Basin Cleaning Services

Contract No: 10437900

1) Parties to the Contract

This Contract is by and between Chemeketa Community College hereafter known as College, and River City Environmental, Inc., hereafter known as Contractor.

2) General Terms and Conditions

This Contract is subject to and shall be performed in accordance with the College's General Terms and Conditions for Contracts for Services (General Conditions) posted on the College's Procurement Services website at: <https://www.chemeketa.edu/community-partners/business-opportunities/procurement-services/supplier-information/> and which are incorporated into this Contract by this reference and shall be considered part of this Contract. Contractor acknowledges reviewing and accepting the General Conditions. No amendments to the General Conditions are effective unless in writing. A paper copy or electronic file copy may be made available upon request.

3) Contract Documents and Order of Precedence

The Contract Documents consist of the following documents which are listed in descending order of precedence:

This Contract;
General Conditions as described herein
Amendments to this Contract, if any;
Attachments and Exhibits to this Contract, which are incorporated by reference and/or attached, including:

Attachment A - Statement of Work/Consideration and Exhibits to Attachment A, if listed;
Exhibit 1 River City Environmental Quotation

Attachment B - Insurance and Supplementary Contract Conditions for Standard Services Contract (Attachment - INS/STAN), incorporated by reference and available at <https://www.chemeketa.edu/community-partners/business-opportunities/procurement-services/supplier-information/>;

Attachment C - (by reference) - Other Documents, if listed, including but not limited to applicable Solicitation Document, Addenda, and Contractor's Response to Solicitation Document.

A conflict in the Contract Documents shall be resolved in the priority listed above and with this Contract taking precedence over all other documents. The Contract Documents are the entire Contract between the parties and shall supersede any prior representation, written or oral.

4) Independent Contractor Status

Contractor certifies Contractor meets all applicable requirements for Independent Contractor status. Contractor is not an officer, employee or agent of College as those terms are used in ORS 30.265.

Contractor shall furnish College with a Request for Taxpayer Identification Number and Certification (W9). If Contractor is a foreign person, and an exemption from Federal Withholding tax is claimed, a Certificate of Foreign Status (W8), shall be furnished to College. College will withhold all appropriate taxes from payments made to Contractor until exemption from Federal Withholding Tax can be verified.

If not a corporation, Contractor certifies that Contractor's not presently, nor has been, an employee of College during the calendar year in which services are being provided. Contractor agrees to notify College should this status change during the term of this Contract.

5) Purpose of Contract/Consideration

Parties concur that the purpose of this Contract is for Contractor to provide the Work as described in Attachment A, Statement of Work/Consideration. College agrees to pay Contractor according to the payment schedule set forth in Attachment A.

6) Term and Termination

- a) Parties agree that the term of this Contract shall commence upon the date of last signature by all parties and shall continue through September 30, 2019, unless earlier terminated or later extended as provided herein.
- b) This Contract may be terminated by mutual consent of both parties at any time or by either party upon 30 days' notice, in writing, and delivered by mail or in person. Any such termination of this Contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

At the discretion of College, and upon mutual agreement of the parties, this Contract is renewable each year for up to four additional years, but not beyond a total of five years.

- c) College may terminate this Contract effective upon delivery of written notice to Contractor as provided in the General Conditions referenced herein.
- d) Any such termination of this Contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

7) Compliance with Family Educational Rights and Privacy Act (FERPA) and College Privacy Policies

Contractor shall maintain the confidence of student educational records in accordance with FERPA, 20 U.S.C. § 1232g; 34 C.F.R. Part 99, OAR 581-021-0220 through 581-021-0440 and OAR 589-004-0100 through 589-004-0750.

- a) Confidential Information. Contractor (and any affiliates, employees and agents to whom it has disclosed Confidential Information) may use confidential information only to fulfill its obligations to College under this Agreement, while using reasonable care to protect it. Contractor is responsible for any actions of its affiliates, employees and agents in violation of this section.

- b) Required Disclosure. Each party may disclose the other party's Confidential Information when required by law but only after it, if legally permissible: (1) uses commercially reasonable efforts to notify the other party; and (2) gives the other party the chance to challenge the disclosure.
- c) FERPA. The parties acknowledge that (1) College Data includes FERPA records; Contractor will be considered a "School Official" (as that term is used in FERPA and its implementing regulations) and will comply with FERPA.

8) Certification of MWESB/DBE Status

To assist the College in gathering data with regards to federal and/or state laws and local requirements, you are required to answer the following question:

Is your firm currently either an enterprise certified by the State of Oregon's Department of Consumer and Business Services, Office for Minority, Women, and Emerging Small Business (OMWESB), based on ORS 200.005, or a Disadvantaged Business Enterprise certified under the federal criteria set out in 49 CFR 26 and OAR 445-050-0020?

- No, Not Applicable
- Yes, MWESB Status Certification Date _____ and/or
- Yes, DBE Status Certification Date _____

9) Subcontractors

Contractor shall identify, and is required to receive prior written approval from College, before the Work begins, of all proposed subcontractors which will provide Work under this Contract. Although approval shall not be unreasonably withheld, College reserves the right to approve or disapprove all proposed subcontractors.

10) Amendments

The terms of this Contract shall not be waived, changed or supplemented except by written amendment signed by the parties to this Contract.

11) Ownership of Work Product

All Work Product created by Contractor pursuant to this Contract, including derivative works and compilations, and whether or not such Work Product is considered a "work made for hire" or an employment to invent, shall be the exclusive property of the College. The College and Contractor agree that such original works of authorship are "work made for hire" of which the College is the author within the meaning of the United States Copyright Act. If for any reason the original Work Product created pursuant to this Contract is not "work made for hire," Contractor hereby irrevocably assigns to the College any and all of its rights, title, and interest in all original Work Product created pursuant to this Contract, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon the College's reasonable request, Contractor shall execute such further documents and instruments necessary to fully vest such rights in the College. Contractor forever waives any and all rights relating to original Work Product created pursuant to this Contract, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

12) Merger Clause

Parties concur and agree that this Contract constitutes the entire Contract between the parties. No waiver, consent, modification or substitution to the terms of this Contract shall bind either party unless in writing and signed by both parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. Parties, by the signatures below of their authorized representatives, hereby agree to be bound by its terms and conditions.

13) Assignment

Contractor shall not assign or transfer its interest in this Contract without the express written consent of College.

14) Notices

- a) Any legal notice required to be given the College under this Contract shall be sufficient if given, in writing, by first class mail, delivery service, or delivered in person to Chemeketa Community College, Attention: Associate Vice President, Financial Management, PO Box 14007, Salem, OR 97309-7070. Such notice shall also be delivered via e-mail to the Procurement Services mailbox: procurement@chemeketa.edu
- b) Any legal notice required to be given Contractor under this Contract shall be sufficient if given, in writing, by first class mail, delivery service, or delivered in person to the contact person listed below or as otherwise designated herein.

15) Contact Persons

College	Contractor
Chemeketa Community College Mike Morrelli, Facilities & Capital Projects PO Box 14007 4000 Lancaster Dr. NE Salem, OR 97309-7070 Office: 503.399.2592, Mobile 503.881.7239, Email: mike.morrelli@chemeketa.edu	River City Environmental, Inc. Jonathan Sheekard, Operations Manager PO Box 30087 5410 NE 109th Ave Portland, OR 97220 Office: 503.252.6144, Mobile: 503.849.0701 Email: steve.wolf@rivercityusa.com

Signatures on next page

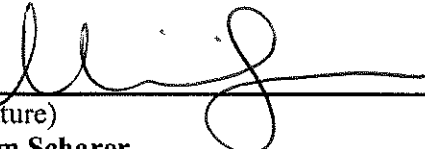
Signatures

This Contract and any changes, alterations or amendments will be effective when approved in writing by the authorized representative of the parties hereto as of the effective date set forth herein.

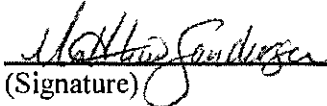
In witness whereof, the parties hereto have caused this Contract to be executed on the date set forth below.


College

Contractor



(Signature) 7/2/18
(Date)
Miriam Scharer
Associate Vice President, Financial Management



(Signature) 7/2/18
(Date)


Name (Typed or Printed)

Or

(Signature) (Date)
Rebecca L. Hillyer
General Counsel

(Signature) (Date)
Other Signature (If required by Contractor)

Chemeketa Community College prohibits unlawful discrimination based on race, color, religion, national origin, sex, marital status, disability, protected veteran status, age, gender, gender identity, sexual orientation, pregnancy, whistleblowing, genetic information, domestic abuse victim, or any other status protected by federal, state, or local law in any area, activity or operation of the College. The College also prohibits retaliation against an individual for engaging in activity protected under this policy, and interfering with rights or privileges granted under federal, state or local laws.

Under College policies, equal opportunity for employment, admission, and participation in the College's programs, services, and activities will be extended to all persons, and the College will promote equal opportunity and treatment through application of its policies and other College efforts designed for that purpose.

Persons having questions or concerns about Title IX, which includes gender based discrimination, sexual harassment, sexual violence, interpersonal violence, and stalking, contact the Title IX coordinator at 503.365.4723, 4000 Lancaster Dr. NE, Salem, OR 97305, or <http://go.chemeketa.edu/titleix>. Individuals may also contact the U.S. Department of Education, Office for Civil Rights (OCR), 810 3rd Avenue #750, Seattle, WA 98104, 206.607.1600.

Equal Employment Opportunity or Affirmative Action should contact the Affirmative Action Officer at 503.399.2537, 4000 Lancaster Dr NE, Salem OR 97305.

To request this publication in an alternative format, please call 503.399.5192.

STATEMENT OF WORK/CONSIDERATION

1) Statement of Work

- a) Contractor shall provide College:
 - i) Work as defined in **10437900 Exhibit 1 River City Environmental Quotation (Exhibit 1)** attached hereto and incorporated herein by this reference.
- b) College shall provide Contractor:
 - i) Information deemed necessary for Contractor to complete the Work detailed in this Attachment A.

2) Consideration

- a) In consideration of satisfactory performance, upon receipt of approved invoice and subject to the conditions set forth in Exhibit 1, College agrees to pay Contractor according to the corresponding fee schedule set forth below.

Per Catch Basin Cleaning Price	Standard Hourly Rate for Extra Work	Overtime Hourly Rate for Extra Work
\$49.00	\$120.00	\$180.00

- b) Invoices shall be sent to the following address:

Chemeketa Community College
 Attention: Accounts Payable
 PO Box 14007
 Salem, OR 97309-7070

or

Electronically to: accountspayable@chemeketa.edu

- c) Invoices issued under this Agreement, either for full or partial payment, shall reference College Contract #10437900.



Request for Quotation (RFQ) #1806

On-call Catch Basin Cleaning Services

Issue Date
June 20, 2018

Close Date/Time
Thursday, June 28, 2018, 2:00 pm Local Time

RFQ Coordinator

P. Kevin Walther, CPPB, Procurement Management Analyst, Phone: 503.365.4794
Email: kevin.walther@chemeketa.edu

Project Manager

Mike Morrelli, Phone: 503.399.2592, Mobile: 503.881.7239
Email: mike.morrelli@chemeketa.edu

Chemeketa Community College prohibits unlawful discrimination based on race, color, religion, national origin, sex, marital status, disability, protected veteran status, age, gender, gender identity, sexual orientation, pregnancy, whistleblowing, genetic information, domestic abuse victim, or any other status protected by federal, state, or local law in any area, activity or operation of the College. The College also prohibits retaliation against an individual for engaging in activity protected under this policy, and interfering with rights or privileges granted under federal, state or local laws.

Under College policies, equal opportunity for employment, admission, and participation in the College's programs, services, and activities will be extended to all persons, and the College will promote equal opportunity and treatment through application of its policies and other College efforts designed for that purpose.

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Equal Employment Opportunity or Affirmative Action should contact the Affirmative Action Officer at 503.399.2537, 4000 Lancaster Dr. NE, Salem OR 97305.

To request this publication in an alternative format, please call 503.399.5192

**For an accommodation based upon a disability-related need please contact
Student Accessibility Services at 503.399.5192 or studentaccess@chemeketa.edu.**

Publish – June 20, 2018: Chemeketa Community College Procurement Web Site @ <https://www.chemeketa.edu/community-partners/business-opportunities/procurement-services/bid-opportunities/> and the Oregon Procurement Information Network @ <http://orpin.oregon.gov/open.dll/welcome>.

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General Information

Project Description

Chemeketa Community College requests written Quotations from qualified Offerors to provide on-call catch basin cleaning services at the Salem Campus, Yamhill Campus, Centers or Specialized Educational Facilities located in Salem, Dallas, Brooks, Woodburn and Stayton, or at any location which the College may develop in the future, as described in the Solicitation Document on file at the Chemeketa Community College Procurement Services Office of the Business Services Department, Building 2, Room 202, 4000 Lancaster Drive NE, Salem, Oregon 97305. Some work performed under the Contract(s) will require coordination with other trades and/or a general contractors.

Contacts

The RFQ Coordinator and the Project Manager (listed on the cover of the RFQ) are the sole points of contact for this procurement. Communication with any other contact will be considered unofficial and non-binding.

Obtaining Documents

It is the Offeror's responsibility to ensure a full and complete set of the Solicitation Document has been obtained. All files will be distributed in electronic format only; no paper documents will be distributed. The Solicitation Documents, including any addenda or clarifications, will be available electronically on the College Procurement Services website at: <https://www.chemeketa.edu/community-partners/business-opportunities/procurement-services/bid-opportunities/>. It is the responsibility of each Offeror to check the College's Procurement Services website for any information or addenda to this solicitation.

Quotation Due Date/Submission of Quotations

Quotations must be received by the Procurement Services Office of the Business Services Department of Chemeketa Community College by no later than **Thursday, June 28th, 2018 at 2:00 pm, Local Time**. Quotations can be submitted either hand delivered or mailed. Quotations must be submitted with the forms specified in the Solicitation Documents in a sealed, opaque (non-transparent), container that is plainly marked "RFQ #1806 "On-call Catch Basin Cleaning Services". Quotations must acknowledge the receipt of all addenda.

Quotations may be submitted in 1 of 2 ways:

<p>1. Hand deliver to: Chemeketa Community College Procurement Services Building 2, Room 202 4000 Lancaster Drive NE Salem, Oregon 97305</p>	<p>2. Deliver by US Mail or common carrier to: Chemeketa Community College Procurement Services Bldg. 2, Rm. 202, 4000 Lancaster Drive NE P.O. Box 14007 Salem, Oregon 97309-7070</p>
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Required Submittals/Bidder's Checklist:

- Exhibit B - Quotation Response Form**
- Exhibit C - Offeror's Representation and Warranties**

Timely Delivery

Timely delivery of the Quotation shall be determined by the time of receipt by the Procurement Services Office as shown by the date and time endorsed on the envelope by an automatic time clock or manually by a clerk of the office. Such endorsements shall be conclusive proof of the date and time of receipt of the Quotation. It is the responsibility of the Offeror to allow sufficient time for the hazards of traffic, weather, clearing security, finding parking space, and locating the proper office.

Extension of Time for the Submission of Quotations

The College may in its sole discretion extend the time for the submission of Quotations upon a finding that it is in the interest of the College to do so. Such extension shall be by written Addendum, which may be issued either before or after the time for the submission of Quotations has passed; however, no Addendum extending the time for submission of Quotations shall be issued once any Quotation properly received has been opened.

Firm Quotation

No Offeror may withdraw its Quotation within sixty (60) days after the hour set for Closing.

Reservations

1. The College expressly reserves the following rights:
 - a. To cancel all or any portion of the procurement.
 - b. To reject all Quotes.
 - c. To reject any Quote or Quotes not in compliance with all prescribed public proposal procedures and requirements.
 - d. To reject any Quote or Quotes not meeting the specifications set forth herein.
 - e. To waive any or all irregularities in Quotes submitted.
 - f. To consider the competency and responsibility of Offerors in making any award.
 - g. In the event any Offeror or Offerors to whom a Contract is awarded shall default in executing said formal Contract, to re-award the Contract to another Offeror or Offerors.

Method of Payment

1. Contractor agrees to provide prompt invoicing to the College for payment of Contractor's fees.
2. All labor costs must be accepted by the College before payment will be approved.
3. Payments will be made within thirty (30) days of receipt of invoice, or completion of project, whichever is later.
4. The Contractor shall receive payments in one of the following two ways:
 - a. Electronic Direct Deposit (ACH).
 - i. Exhibit E Authorization Agreement and Enrollment Form for Electronic Vendor Payment and Remittance Advice must be completed if this payment method is preferred; or by
 - b. Credit card.
 - i. The Contractor shall not charge the College any additional fees or penalties for making a credit card payment.

Remainder of page intentionally left blank

Exhibit A – Scope of Work

Scope of Work

Contractor shall provide on-call catch basin cleaning services (Work) as per the applicable State, County, and City requirements, for the Salem Campus, Yamhill Campus, Centers or Specialized Educational Facilities located in Salem, Dallas, Brooks, Woodburn and Stayton, or at any location which the College may develop in the future. See the addresses in “Exhibit D - Service Locations”.

Catch Basin Size and Quantity

The common size of the catch basins are as follows:

Length (feet)	Width (feet)	Depth (feet)
2	2	3
2	2	6
2	2	9

There are an estimated 140 catch basins on the Salem Campus and an estimated 40 catch basins on the Yamhill Valley Campus. The majority of these catch basins are 2’ wide x 2’ long x 3’ deep. *The quantities as listed herein are estimates only and have been provided for the purpose of competitive bidding.*

General Description of Work

Upon completion of each job, catch basins must be free of debris to a degree that will ensure their efficient operation. Such degree of cleanliness is to be reasonably determined by the Director of Facilities & Capital Projects, or his designee. The Contractor may be recalled to re-clean any unsatisfactorily cleaned catch basin(s) without charge.

Traffic Safety

Work is to be accomplished with the least inconvenience to the general public, with due regard to traffic safety.

Cleaning Method

The vacuum method of cleaning is preferred, as opposed to the scoop method.

Disposition of Collected Materials

The awarded Contractor shall be responsible for the proper disposition of all materials collected during the cleaning process.

Cleanup

Upon suspension or completion of the Work, the Contractor shall remove all materials, equipment and rubbish, and shall leave the premises in a neat and orderly condition. Such efforts shall include ensuring that both the catch basin cover itself and the area immediately surrounding the catch basin are free from any debris to prevent re-entry of such materials into the catch basins.

Continuity of Work

The primary purpose of this RFQ is to cover the usual annual or semi-annual cleaning of catch basins. It is expected that once scheduled work has started, the Contractor will provide relatively continuous service until completion of the project.

Scheduling of Services

The Contractor shall perform services under this Contract only pursuant to scheduled Work. No Work shall begin before Contractor has received notification from College to proceed with the Work. Notification may be verbal, hand written, or via an electronic method, e.g., email, text, or facsimile.

Services will begin in the early Fall of 2018 (Fall). The Director of Facilities & Capital Projects, or his designee, will work with the Contractor to approve a mutually agreed upon schedule.

Dependent upon the overall condition of a catch basin, or group of catch basins, some may be cleaned in the early Spring of 2019 (Spring). A Spring schedule shall be discussed and mutually agreed upon prior to delaying the cleaning of any catch basin(s) until Spring. The Director of Facilities & Capital Projects, or his designee, will work with the Contractor to approve a schedule.

Any schedule should allow time for College representative(s) to review and approve the Work.

Changes to Scheduled Services

Excluding onsite *verbal adjustments*, no claim for changes to scheduled services will be considered or allowed unless the College's Director of Facilities & Capital Projects, or his designee, have previously ordered such changes.

No changes shall begin before Contractor has received notification from College to proceed with the changes. Notification may be verbal, hand written, or via an electronic method, e.g., email, text, or facsimile.

Extra Work

Extra Work will be paid at the quoted standard hourly rate or overtime hourly rate (if applicable) and shall include occasional random or emergency cleaning requests covering a small number of catch basins, or to cover other related cleaning projects, including, but not limited to, vaults, sediment basins, and walls.

The Contractor shall provide written quotations for all Extra Work. The written quotation will include, at a minimum, a description of the Extra Work including a list of tasks and a project schedule, and the cost of labor including a breakdown of standard hours and overtime hours (if applicable).

No Extra Work will be considered or allowed unless the College's Director of Facilities & Capital Projects, or his designee, has previously ordered the Extra Work.

Approval of Work

The College will be responsible for determining the performance of the Contractor's work. Work provided by the Contractor shall be subject to monitoring and acceptance by the College's Director of Facilities & Capital Projects, or his designee.

If Extra Work has been provided prior to the approval of a written quotation, any invoice submitted for the unapproved Extra Work will be subject to non-payment.

Contractor and College shall not be entitled to claim damages or compensation for any hindrance or delay in the progress of the Work or Extra Work that is beyond the reasonable control of Contractor or the College.

Meet or Exceed the Highest Standards

The Contractor shall meet or exceed the highest standards prevalent in the industry or business most closely involved in providing the goods or services that the College is purchasing. Contractor shall perform the Work expeditiously in conformance to this Scope of Work/Specifications, all applicable codes, and the requirements of any resulting Contract and any Quotation associated with that Contract.

Certifications and Licenses

Contractor shall possess and maintain all certifications and licensing as needed or required to provide the Work. The Work shall be performed by licensed, qualified and trained personnel, who are directly employed by the Contractor. *Subcontracting portions of the Work will not be allowed without prior consent from the College's Director of Facilities & Capital Projects or his designee.*

Equipment and Transportation

Contractor shall be responsible for providing the appropriate catch basin cleaning vehicles and equipment.

Contractor shall be responsible for providing Contractor's own tools and equipment, including but not limited to, small tools (tape measures, hand levels, etc.), unique tools related to the trade, cellular telephones, cameras, and computer equipment to be used by Contractor staff and agents in performing the Work.

Contractor shall be responsible for providing Contractor's own personal safety equipment, including but not limited to, protective clothing, hard-hats, safety glasses, hearing protection, hand protection, and safety shoes or boots to be used by Contractor staff and agents in performing the Work.

The Contractor shall be responsible for all transportation costs required to perform the Work. Contractor vehicles shall be licensed for use on public streets. All Contractor personnel operating the vehicles shall possess a valid driver's license and be able to safely operate a motor vehicle.

Remainder of page intentionally left blank



Exhibit B – Quotation Response Form
RFQ #1806 On-call Catch Basin Cleaning Services
Closing Date: Thursday, June 28, 2018, at 2:00 pm, Local Time

Addenda

Offeror acknowledges, agrees, and certifies to the following: If any Addenda are issued in connection with this RFQ, Offeror has received and duly considered such Addenda, and has completed the blanks below identifying all Addenda issued, and acknowledging and agreeing to the terms of all such Addenda as those terms revise the terms, conditions, Plans and Specifications of this RFQ.

Receipt of addenda is hereby acknowledged as follows:

Addendum Number	Date of Addendum
_____	_____
_____	_____
_____	_____
_____	_____

State of Oregon Construction Contractors Board (CCB) Requirements

No Quotation shall be received or considered by the College, unless the Offeror is registered with the Construction Contractors Board as required by ORS 671.530.

1. Offerors shall be licensed with the CCB prior to bidding on Public Improvement Contract(s).
2. Offerors shall provide their CCB (ORS 701.055) registration number.

CCB Number: 147355

3. All subcontractors participating in the project shall be similarly registered with the Construction Contractors Board at the time they propose to engage in subcontract work. The CCB registration requirements apply to all public works contracts unless superseded by federal law.

Joint Venture/Partnership Disclosure

The Offeror shall disclose whether the Offer is submitted by either a partnership or joint venture.

Yes: No: If "yes," Offeror shall provide the name of the contact person for the partnership or joint venture. _____

Oregon Reciprocal Preference Law

Quotations that fail to provide this information may be considered nonresponsive and will be rejected.

In compliance with ORS 279.029, each Offeror must state in its Quotation whether it is a Resident or Non-Resident Bidder. Indicate by an "X" in the appropriate space whether the Offeror is an Oregon Resident Bidder or a Non-Resident Bidder:

I am an Oregon Resident Bidder: I am a Non-Resident Bidder:

If the Offeror is a Non-Resident Bidder, indicate the state in which the Offeror resides and the preference discount given by that state:

State: _____ Preference Discount Percentage: % _____

The preference discount listed must be specifically for the type of product work or service. In determining the lowest responsible Offeror, this percentage will be added to Quotations of Non-Resident Bidders that are given a preference discount.

Oregon Business Registration

Oregon law requires people and businesses transacting business in Oregon under an assumed name to register it as a public record with the Oregon Secretary of State. Additionally the Offeror must be registered with the State of Oregon Corporations Division. Please indicate your business' current registration type with an "X" in the appropriate space.

Corporation: Professional Corporation: Partnership: Limited Partnership:

Limited Liability Company: Limited Liability Partnership: Sole Proprietorship

Other Corporate Registration Number: 459600-85

Assumed Business Name Registration Number (if applicable) _____

Exceptions to Specifications

Acting on behalf of my firm, which is listed above, I do attest that the services offered by us meets Chemeketa Community College's specifications in every respect:

Yes: No: *A "No" response indicates Exceptions to the Specifications have been taken and have been attached and indicated as such.*

Unit Price Consideration

Offeror shall submit their Quotation for pricing in this Unit Price Consideration section. The following "Unit Price Consideration" is to be completed in full for each Quotation and returned with all required submittals. See GENERAL INFORMATION, "Required Submittals/Bidder's Checklist" for a complete list of submittals. Blanks on the Unit Price Consideration section will be interpreted as zero and no price will be allowed for that item.

**PLEASE READ THE FOLLOWING PAGE CLOSELY
PRIOR TO SUBMITTING YOUR QUOTATION**

Contract Award

The primary basis for Contract award is the quoted price furnished on a per catch basin basis.

The Contract will be awarded based upon "Best Value." "Best Value" may include, but not be limited to, and assessment of the functionality of the equipment, cost/benefit analysis to define the best combinations of quality, services, timeliness of delivery, and cost consideration over the useful life of the equipment.

Contract Term

The initial term of the Contract will be two-years. At the discretion of College, and upon mutual agreement of the parties, any Contract resulting from this RFQ may be renewable each year for up to three additional years, but not beyond a total of five-years.

The consideration for any Contract resulting from this RFQ shall not to exceed \$150,000 over a five-year term.

Multiple Contract Award(s)

The College reserves the right to award multiple Convenience Contracts to provide the Work under this solicitation unless the College determines, after evaluation of Quotations, that only one Offeror is capable of providing the Work at the level of quality required.

No Guarantee of Volume of Work

The College makes no guarantee, express or otherwise, as to the volume of work anticipated to be made against any Contract resulting from this RFQ.

Standard/Overtime Hours Definition

Extra Work paid using Standard Hourly Rates will normally be required of the Contractor during the standard work day, which shall herein be defined as 8:00 am to 5:00 pm, Monday through Friday. All Extra Work falling within these hours will be compensated at the Standard Hourly Rate. All Extra Work performed over eight-hours per day during the standard workday will be compensated at the Overtime Hourly Rate.

Upon five-days prior notification, the College may require the Contractor to perform Extra Work outside of the hours of a standard work day (weekends, evenings, and/or nights). In such cases, where Extra Work totals less than eight-hours per day, the Extra Work is compensable at the Standard Hourly Rate. All work over eight-hours per day will be compensated at the Overtime Hourly Rate.

Hourly rates shall include all overhead, profit, and taxes, including all federal state, municipal, or other governmental excise, sales, use, or similar taxes, which taxes will not be billed to the College. No billing will be accepted that shows any other costs than those listed on the pricing schedule. This includes, but is not limited to, administrative or clerical, printing, delivery, rent, phone calls, equipment leases, overnight mail service, accounting, taxes, etc.

Equipment and Vehicle Rentals

All equipment and/or vehicle rentals shall be pre-approved by the College. Rental equipment and/or vehicles required to perform College requested Work shall be reimbursed by the College at a negotiated % over the real and actual cost paid by the Contractor on a case by case basis.

Expenses Not Specified

For any expenses not specified herein, or any exceptions to the expense items listed in this Exhibit B, Offeror will obtain separate written approval from the College prior to incurring any expense for which reimbursement will be sought.

Quotation

Price Per Catch Basin Cleaning

Contractors must submit a quote on a per catch basin cleaning basis. It shall be understood that the per catch basin cleaning price quoted shall be:

1. Deemed all-inclusive, e.g., fuel costs, trip charges, and mileage charges;
2. Apply to all types of catch basins cleaned under resulting Contract(s), e.g., 2'x2'x3', 2'x2'x6', 2'x2'x9', shallow, extra deep, and double covered; and
3. Include the cost of the proper disposition of all materials collected during the cleaning process.

The per catch basin cleaning price quoted shall apply throughout the first two-years of the term of the Contract.

Hourly Rates for Extra Work

Hourly rates will apply to Extra Work performed, e.g., occasional random or emergency cleaning requests covering a small number of catch basins, other related cleaning projects, including, but not limited to, vaults, sediment basins, and walls.

The hourly rates quoted for Extra Work shall apply throughout the first two-years of the term of the Contract.

Per Catch Basin Cleaning Price	Standard Hourly Rate for Extra Work	Overtime Hourly Rate for Extra Work
\$ 49. ⁰⁰	\$ 120. ⁰⁰	\$ 180. ⁰⁰

This **Exhibit B – Quotation Response Form** must be
 completed in its entirety, and returned by the
 Due Date/ Time of **Thursday, June 28, 2018, 2:00 pm, Local Time**



Exhibit C - Offeror's Representation and Warranties

Name of Offeror: River City Environmental

Street Address: P.O. Box 30087

City: Portland OR State: OR Zip: 97294

The Offeror certifies and warrants the following:

The Offeror has the power and authority to enter into and perform any resulting Contract.

The Offeror acknowledges that the Contract when executed and delivered is a valid and binding obligation and enforceable in accordance with Contract terms.

That the Offeror, for a period of no fewer than six (6) calendar years prior to the date of the order has faithfully complied with the following:

- All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318;
- Any tax provisions imposed by a political subdivision of this state that applied to Offeror, Offeror's operations, receipts, income, or to Offeror's performance of or compensation for any work performed by Offeror;
- Any tax provisions imposed by a political subdivision of this state that applied to Offeror, goods, services, or property, whether tangible or intangible; and
- Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

That any goods or services delivered to the College as contracted shall be provided free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges and encumbrances of any kind.

That prices submitted herein have been arrived at in an entirely independent and lawful manner by the Offeror without consultation with other Offerors or potential Offerors or foreknowledge of the prices to be submitted in response to this solicitation by other Offerors or potential Offerors on the part of the Offeror, its officers, partners, owners, providers, representatives, employees or parties in interest, including the affiant.

That each person signing on behalf of the Offeror certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of the Chemeketa Community College Board of Education or College officer, employee, or person whose salary is payable in whole or in part by Chemeketa Community College, has a direct or indirect financial interest in the award of this Offer, or in the services to which this Offer relates, or in any of the profits, real or potential, thereof, except as noted otherwise herein.

That before signing his/her Offer, has made a careful examination of the plans, specifications, and character of work required; that he/she has made a careful examination of the location and condition of the work, verified all measurements at the job site, and sources of supply of materials.

That the College will in no case be responsible for any loss for any unanticipated costs which may be suffered by the Contractor as a result of the Contractor's failure to fully inform himself/herself in regard to all conditions pertaining to the completion of the Contract.

That by submitting its Offer that it will comply with all statutes, regulations, executive orders, and College policies as are hereby incorporated by reference.

That the Offeror has read and understood the Solicitation Documents and agree to abide by and fulfill its requirements if awarded the Contract as a result of this Offer.

I have read and understood the Solicitation Documents and agree to abide by and fulfill its requirements if awarded the Contract as a result of this Offer.

Signature: 

Name (please type or print): Jonathan Sheppard

Title: Operations Mgr

Phone: 503-849-0701 Mobile: 503-849-0701

Email: Steve.Wolfs@rivercityusa.com

This Exhibit C - Offeror's Representation and Warranties must be completed in its entirety, signed, and returned by the Due Date/ Time of Thursday, June 28, 2018, 2:00 pm, Local Time

Your Input Will Be Helpful

Please help us understand how to best reach Bidders by quickly filling out the following survey:

How did you find out about this solicitation?

- oregonprocurementsearch.com
- ORPIN (*Oregon Procurement Information Network*)
- Chemeketa Procurement Website
- Other: _____

How can we improve the notification process? _____

Thank you



Exhibit D - Service Locations

Chemeketa Community College
Salem Campus
4000 Lancaster Dr. NE, Salem, OR 97305

Chemeketa Community College
Yamhill Valley Campus
288 NE Norton Ln, McMinnville, OR 97128

Chemeketa Brooks
4910 Brooklake Rd NE, Brooks, Oregon 97305

Chemeketa Polk
1340 SE Holman Ave, Dallas, OR 97338

Chemeketa Eola
Northwest Wine Studies Center
215 Doaks Ferry Rd NW, Salem, OR 97304

Chemeketa Woodburn
120 E Lincoln St., Woodburn, OR 97071

Chemeketa Center for Business & Industry
626 High St NE, Salem, OR 97301

Chemeketa Community College
Santiam Center
11656 Sublimity Rd SE,
Stayton, OR 97383



**INSURANCE AND SUPPLEMENTARY CONTRACT CONDITIONS
FOR STANDARD SERVICES CONTRACT (Attachment - INS/STAN)**

The successful Contractor for this project, at their sole expense, shall obtain and maintain insurance for the term of this contract, as well as throughout all applicable statutes of limitation and statutes of repose. Contractor's insurance shall be primary over any insurance or retention the College may carry with the College's insurance and/or retention(s) being excess and non-contributory. *Contractors are encouraged to consult with their insurance agent(s) about the insurance requirements of this contract prior (if applicable), to submission of proposal.*

There shall be no cancellation, material change, reduction of limits, reduction in any aggregate limits, or intent not to renew the insurance coverage(s) without 30 days prior written notice from the Contractor or its insurer(s) to the College. Evidence of the required coverage shall be issued by a company satisfactory to the College, shall be approved by the College by way of Certificate of Insurance, and shall be filed and approved by the College *prior to commencement of work or services*. A minimum 30-day written notice of cancellation or material change of coverage clause shall be included. Failure to maintain the proper insurance shall be grounds for immediate termination of this contract.

The College shall have the right to approve all insurers under this contract. The College reserves the right to reject any or all insurance companies with an unacceptable financial rating.

The Certificate of Insurance must state (whichever is applicable), bid number, bid title, contract number, purchase order, or similar acquisition instrument number.

Workers' Compensation

Contractor shall provide and maintain workers' compensation and employers' liability insurance with limits not less than the following:

- \$100,000 each accident
- \$500,000 disease – policy limit
- \$100,000 disease – each employee

Contractor shall initial below if exempt by law:

_____ I certify that I am exempt from the requirements of ORS 656.017

General Liability Required

Contractor shall provide and maintain a commercial general liability policy written on an occurrence form with limits not less than:

- \$2,000,000 General Aggregate
- \$1,000,000 Products and Completed Operations Aggregate
- \$1,000,000 Personal and Advertising Injury
- \$1,000,000 Each Occurrence

The General Liability policy shall include a waiver of subrogation in favor of the College. Contractors are required to provide a certificate naming Chemeketa Community College, its board members, directors, employees, officers, volunteers, and agents as primary *additional insured* for the work or services performed under this agreement as well as for completed operations. A copy of the endorsement shall be attached to the certificate of insurance.

Automobile Liability Required

Contractor shall provide and maintain in force during the duration of this agreement a commercial Automobile Liability policy with limits not less than \$1,000,000 combined single limit. Coverage shall apply to "any auto."

The Automobile Liability policy shall be endorsed with a waiver of subrogation in favor of the College and shall name the College as an additional insured. Copies of the endorsements shall be attached to the certificate of insurance.

Hold Harmless and Indemnification Clause

The Contractor shall indemnify, defend, and hold harmless Chemeketa Community College, its board members, directors, employees, officers, volunteers, and agents from any claims, actions, liability or cost, including attorneys' fees and/or cost of defense arising out of or in any way relating to the work performed under this agreement, and arising from the sole or joint negligence of the Contractor, except to the extent otherwise void under ORS 30.140.

Subcontractors

The Contractor shall require all Subcontractors to provide and maintain general liability, automobile liability, professional liability (if applicable), and workers' compensation insurance for the coverage equivalent to those required of the General Contractor. The Contractor shall require Certificates of Insurance from all Subcontractors as evidence of coverage.

Waivers or Exceptions

Any exceptions or waivers to these requirements shall be subject to review and approval by the College.

Where to Send Certificates of Insurance

Certificates of Insurance shall be sent to Chemeketa Community College by email to procurement@chemeketa.edu, by mail to Chemeketa Community College Procurement Services: PO Box 14007, Salem, OR 97309-7070, or by fax to 503.399.5038.

River City Environmental
Firm/Contractor (Typed or Printed)

Contract #10437900
Purchase Order or Contract Number

Matthew Sanderson
Authorized Signature

7/2/18
Date

Matthew Sanderson
Authorized Signature Name (Typed or Printed)



Request for Quotation (RFQ) #1806

On-call Catch Basin Cleaning Services

Issue Date
June 20, 2018

Close Date/Time
Thursday, June 28, 2018, 2:00 pm Local Time

RFQ Coordinator

P. Kevin Walther, CPPB, Procurement Management Analyst, Phone: 503.365.4794

Email: kevin.walther@chemeketa.edu

Project Manager

Mike Morrelli, Phone: 503.399.2592, Mobile: 503.881.7239

Email: mike.morrelli@chemeketa.edu

Chemeketa Community College prohibits unlawful discrimination based on race, color, religion, national origin, sex, marital status, disability, protected veteran status, age, gender, gender identity, sexual orientation, pregnancy, whistleblowing, genetic information, domestic abuse victim, or any other status protected by federal, state, or local law in any area, activity or operation of the College. The College also prohibits retaliation against an individual for engaging in activity protected under this policy, and interfering with rights or privileges granted under federal, state or local laws.

Under College policies, equal opportunity for employment, admission, and participation in the College's programs, services, and activities will be extended to all persons, and the College will promote equal opportunity and treatment through application of its policies and other College efforts designed for that purpose.

Persons having questions or concerns about Title IX, which includes gender based discrimination, sexual harassment, sexual violence, interpersonal violence, and stalking, contact the Title IX coordinator at 503.365.4723, 4000 Lancaster Dr. NE, Salem, OR 97305, or <http://go.chemeketa.edu/titleix>. Individuals may also contact the U.S. Department of Education, Office for Civil Rights (OCR), 810 3rd Avenue #750, Seattle, WA 98104, 206.607.1600.

Equal Employment Opportunity or Affirmative Action should contact the Affirmative Action Officer at 503.399.2537, 4000 Lancaster Dr. NE, Salem OR 97305.

To request this publication in an alternative format, please call 503.399.5192

For an accommodation based upon a disability-related need please contact Student Accessibility Services at 503.399.5192 or studentaccess@chemeketa.edu.

Publish – June 20, 2018: Chemeketa Community College Procurement Web Site @ <https://www.chemeketa.edu/community-partners/business-opportunities/procurement-services/bid-opportunities/> and the Oregon Procurement Information Network @ <http://orpin.oregon.gov/open.dll/welcome>.

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General Information

Project Description

Chemeketa Community College requests written Quotations from qualified Offerors to provide on-call catch basin cleaning services at the Salem Campus, Yamhill Campus, Centers or Specialized Educational Facilities located in Salem, Dallas, Brooks, Woodburn and Stayton, or at any location which the College may develop in the future, as described in the Solicitation Document on file at the Chemeketa Community College Procurement Services Office of the Business Services Department, Building 2, Room 202, 4000 Lancaster Drive NE, Salem, Oregon 97305. Some work performed under the Contract(s) will require coordination with other trades and/or a general contractors.

Contacts

The RFQ Coordinator and the Project Manager (listed on the cover of the RFQ) are the sole points of contact for this procurement. Communication with any other contact will be considered unofficial and non-binding.

Obtaining Documents

It is the Offeror’s responsibility to ensure a full and complete set of the Solicitation Document has been obtained. All files will be distributed in electronic format only; no paper documents will be distributed. The Solicitation Documents, including any addenda or clarifications, will be available electronically on the College Procurement Services website at: <https://www.chemeketa.edu/community-partners/business-opportunities/procurement-services/bid-opportunities/>. It is the responsibility of each Offeror to check the College’s Procurement Services website for any information or addenda to this solicitation.

Quotation Due Date/Submission of Quotations

Quotations must be received by the Procurement Services Office of the Business Services Department of Chemeketa Community College by no later than **Thursday, June 28th, 2018 at 2:00 pm, Local Time**. Quotations can be submitted either hand delivered or mailed. Quotations must be submitted with the forms specified in the Solicitation Documents in a sealed, opaque (non-transparent), container that is plainly marked “RFQ #1806 “On-call Catch Basin Cleaning Services”. Quotations must acknowledge the receipt of all addenda.

Quotations may be submitted in 1 of 2 ways:

1. Hand deliver to: Chemeketa Community College Procurement Services Building 2, Room 202 4000 Lancaster Drive NE Salem, Oregon 97305	2. Deliver by US Mail or common carrier to: Chemeketa Community College Procurement Services Bldg. 2, Rm. 202, 4000 Lancaster Drive NE P.O. Box 14007 Salem, Oregon 97309-7070
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Required Submittals/Bidder's Checklist:

- Exhibit B - Quotation Response Form**
- Exhibit C - Offeror's Representation and Warranties**

Timely Delivery

Timely delivery of the Quotation shall be determined by the time of receipt by the Procurement Services Office as shown by the date and time endorsed on the envelope by an automatic time clock or manually by a clerk of the office. Such endorsements shall be conclusive proof of the date and time of receipt of the Quotation. It is the responsibility of the Offeror to allow sufficient time for the hazards of traffic, weather, clearing security, finding parking space, and locating the proper office.

Extension of Time for the Submission of Quotations

The College may in its sole discretion extend the time for the submission of Quotations upon a finding that it is in the interest of the College to do so. Such extension shall be by written Addendum, which may be issued either before or after the time for the submission of Quotations has passed; however, no Addendum extending the time for submission of Quotations shall be issued once any Quotation properly received has been opened.

Firm Quotation

No Offeror may withdraw its Quotation within sixty (60) days after the hour set for Closing.

Reservations

1. The College expressly reserves the following rights:
 - a. To cancel all or any portion of the procurement.
 - b. To reject all Quotes.
 - c. To reject any Quote or Quotes not in compliance with all prescribed public proposal procedures and requirements.
 - d. To reject any Quote or Quotes not meeting the specifications set forth herein.
 - e. To waive any or all irregularities in Quotes submitted.
 - f. To consider the competency and responsibility of Offerors in making any award.
 - g. In the event any Offeror or Offerors to whom a Contract is awarded shall default in executing said formal Contract, to re-award the Contract to another Offeror or Offerors.

Method of Payment

1. Contractor agrees to provide prompt invoicing to the College for payment of Contractor's fees.
2. All labor costs must be accepted by the College before payment will be approved.
3. Payments will be made within thirty (30) days of receipt of invoice, or completion of project, whichever is later.
4. The Contractor shall receive payments in one of the following two ways:
 - a. Electronic Direct Deposit (ACH).
 - i. Exhibit E Authorization Agreement and Enrollment Form for Electronic Vendor Payment and Remittance Advice must be completed if this payment method is preferred; or by
 - b. Credit card.
 - i. The Contractor shall not charge the College any additional fees or penalties for making a credit card payment.

Remainder of page intentionally left blank



Exhibit A – Scope of Work

Scope of Work

Contractor shall provide on-call catch basin cleaning services (Work) as per the applicable State, County, and City requirements, for the Salem Campus, Yamhill Campus, Centers or Specialized Educational Facilities located in Salem, Dallas, Brooks, Woodburn and Stayton, or at any location which the College may develop in the future. See the addresses in “Exhibit D - Service Locations”.

Catch Basin Size and Quantity

The common size of the catch basins are as follows:

Length (feet)	Width (feet)	Depth (feet)
2	2	3
2	2	6
2	2	9

There are an estimated 140 catch basins on the Salem Campus and an estimated 40 catch basins on the Yamhill Valley Campus. The majority of these catch basins are 2’ wide x 2’ long x 3’ deep. *The quantities as listed herein are estimates only and have been provided for the purpose of competitive bidding.*

General Description of Work

Upon completion of each job, catch basins must be free of debris to a degree that will ensure their efficient operation. Such degree of cleanliness is to be reasonably determined by the Director of Facilities & Capital Projects, or his designee. The Contractor may be recalled to re-clean any unsatisfactorily cleaned catch basin(s) without charge.

Traffic Safety

Work is to be accomplished with the least inconvenience to the general public, with due regard to traffic safety.

Cleaning Method

The vacuum method of cleaning is preferred, as opposed to the scoop method.

Disposition of Collected Materials

The awarded Contractor shall be responsible for the proper disposition of all materials collected during the cleaning process.

Cleanup

Upon suspension or completion of the Work, the Contractor shall remove all materials, equipment and rubbish, and shall leave the premises in a neat and orderly condition. Such efforts shall include ensuring that both the catch basin cover itself and the area immediately surrounding the catch basin are free from any debris to prevent re-entry of such materials into the catch basins.

Continuity of Work

The primary purpose of this RFQ is to cover the usual annual or semi-annual cleaning of catch basins. It is expected that once scheduled work has started, the Contractor will provide relatively continuous service until completion of the project.

Scheduling of Services

The Contractor shall perform services under this Contract only pursuant to scheduled Work. No Work shall begin before Contractor has received notification from College to proceed with the Work. Notification may be verbal, hand written, or via an electronic method, e.g., email, text, or facsimile.

Services will begin in the early Fall of 2018 (Fall). The Director of Facilities & Capital Projects, or his designee, will work with the Contractor to approve a mutually agreed upon schedule.

Dependent upon the overall condition of a catch basin, or group of catch basins, some may be cleaned in the early Spring of 2019 (Spring). A Spring schedule shall be discussed and mutually agreed upon prior to delaying the cleaning of any catch basin(s) until Spring. The Director of Facilities & Capital Projects, or his designee, will work with the Contractor to approve a schedule.

Any schedule should allow time for College representative(s) to review and approve the Work.

Changes to Scheduled Services

Excluding onsite *verbal adjustments*, no claim for changes to scheduled services will be considered or allowed unless the College's Director of Facilities & Capital Projects, or his designee, have previously ordered such changes.

No changes shall begin before Contractor has received notification from College to proceed with the changes. Notification may be verbal, hand written, or via an electronic method, e.g., email, text, or facsimile.

Extra Work

Extra Work will be paid at the quoted standard hourly rate or overtime hourly rate (if applicable) and shall include occasional random or emergency cleaning requests covering a small number of catch basins, or to cover other related cleaning projects, including, but not limited to, vaults, sediment basins, and walls.

The Contractor shall provide written quotations for all Extra Work. The written quotation will include, at a minimum, a description of the Extra Work including a list of tasks and a project schedule, and the cost of labor including a breakdown of standard hours and overtime hours (if applicable).

No Extra Work will be considered or allowed unless the College's Director of Facilities & Capital Projects, or his designee, has previously ordered the Extra Work.

Approval of Work

The College will be responsible for determining the performance of the Contractor's work. Work provided by the Contractor shall be subject to monitoring and acceptance by the College's Director of Facilities & Capital Projects, or his designee.

If Extra Work has been provided prior to the approval of a written quotation, any invoice submitted for the unapproved Extra Work will be subject to non-payment.

Contractor and College shall not be entitled to claim damages or compensation for any hindrance or delay in the progress of the Work or Extra Work that is beyond the reasonable control of Contractor or the College.

Meet or Exceed the Highest Standards

The Contractor shall meet or exceed the highest standards prevalent in the industry or business most closely involved in providing the goods or services that the College is purchasing. Contractor shall perform the Work expeditiously in conformance to this Scope of Work/Specifications, all applicable codes, and the requirements of any resulting Contract and any Quotation associated with that Contract.

Certifications and Licenses

Contractor shall possess and maintain all certifications and licensing as needed or required to provide the Work. The Work shall be performed by licensed, qualified and trained personnel, who are directly employed by the Contractor. *Subcontracting portions of the Work will not be allowed without prior consent from the College's Director of Facilities & Capital Projects or his designee.*

Equipment and Transportation

Contractor shall be responsible for providing the appropriate catch basin cleaning vehicles and equipment.

Contractor shall be responsible for providing Contractor's own tools and equipment, including but not limited to, small tools (tape measures, hand levels, etc.), unique tools related to the trade, cellular telephones, cameras, and computer equipment to be used by Contractor staff and agents in performing the Work.

Contractor shall be responsible for providing Contractor's own personal safety equipment, including but not limited to, protective clothing, hard-hats, safety glasses, hearing protection, hand protection, and safety shoes or boots to be used by Contractor staff and agents in performing the Work.

The Contractor shall be responsible for all transportation costs required to perform the Work. Contractor vehicles shall be licensed for use on public streets. All Contractor personnel operating the vehicles shall possess a valid driver's license and be able to safely operate a motor vehicle.

Remainder of page intentionally left blank



**Exhibit B – Quotation Response Form
 RFQ #1806 On-call Catch Basin Cleaning Services
 Closing Date: Thursday, June 28, 2018, at 2:00 pm, Local Time**

Addenda

Offeror acknowledges, agrees, and certifies to the following: If any Addenda are issued in connection with this RFQ, Offeror has received and duly considered such Addenda, and has completed the blanks below identifying all Addenda issued, and acknowledging and agreeing to the terms of all such Addenda as those terms revise the terms, conditions, Plans and Specifications of this RFQ.

Receipt of addenda is hereby acknowledged as follows:

Addendum Number	Date of Addendum
_____	_____
_____	_____
_____	_____
_____	_____

State of Oregon Construction Contractors Board (CCB) Requirements

No Quotation shall be received or considered by the College, unless the Offeror is registered with the Construction Contractors Board as required by ORS 671.530.

1. Offerors shall be licensed with the CCB prior to bidding on Public Improvement Contract(s).
2. Offerors shall provide their CCB (ORS 701.055) registration number.

CCB Number: _____

3. All subcontractors participating in the project shall be similarly registered with the Construction Contractors Board at the time they propose to engage in subcontract work. The CCB registration requirements apply to all public works contracts unless superseded by federal law.

Joint Venture/Partnership Disclosure

The Offeror shall disclose whether the Offer is submitted by either a partnership or joint venture.

Yes: No: **If “yes,” Offeror shall provide the name of the contact person for the partnership or joint venture.** _____

Oregon Reciprocal Preference Law

Quotations that fail to provide this information may be considered nonresponsive and will be rejected.

In compliance with ORS 279.029, each Offeror must state in its Quotation whether it is a Resident or Non-Resident Bidder. Indicate by an "X" in the appropriate space whether the Offeror is an Oregon Resident Bidder or a Non-Resident Bidder:

I am an Oregon Resident Bidder: **I am a Non-Resident Bidder:**

If the Offeror is a Non-Resident Bidder, indicate the state in which the Offeror resides and the preference discount given by that state:

State: _____ **Preference Discount Percentage:** % _____

The preference discount listed must be specifically for the type of product work or service. In determining the lowest responsible Offeror, this percentage will be added to Quotations of Non-Resident Bidders that are given a preference discount.

Oregon Business Registration

Oregon law requires people and businesses transacting business in Oregon under an assumed name to register it as a public record with the Oregon Secretary of State. Additionally the Offeror must be registered with the State of Oregon Corporations Division. Please indicate your business' current registration type with an "X" in the appropriate space.

Corporation: **Professional Corporation:** **Partnership:** **Limited Partnership:**

Limited Liability Company: **Limited Liability Partnership:** **Sole Proprietorship**

Other **Corporate Registration Number:** _____

Assumed Business Name Registration Number (if applicable) _____

Exceptions to Specifications

Acting on behalf of my firm, which is listed above, I do attest that the services offered by us meets Chemeketa Community College's specifications in every respect:

Yes: **No:** *A "No" response indicates Exceptions to the Specifications have been taken and have been attached and indicated as such.*

Unit Price Consideration

Offeror shall submit their Quotation for pricing in this Unit Price Consideration section. The following "Unit Price Consideration" is to be completed in full for each Quotation and returned with all required submittals. See GENERAL INFORMATION, "Required Submittals/Bidder's Checklist" for a complete list of submittals. Blanks on the Unit Price Consideration section will be interpreted as zero and no price will be allowed for that item.

**PLEASE READ THE FOLLOWING PAGE CLOSELY
PRIOR TO SUBMITTING YOUR QUOTATION**

Contract Award

The primary basis for Contract award is the quoted price furnished on a per catch basin basis.

The Contract will be awarded based upon "Best Value." "Best Value" may include, but not be limited to, and assessment of the functionality of the equipment, cost/benefit analysis to define the best combinations of quality, services, timeliness of delivery, and cost consideration over the useful life of the equipment.

Contract Term

The initial term of the Contract will be two-years. At the discretion of College, and upon mutual agreement of the parties, any Contract resulting from this RFQ may be renewable each year for up to three additional years, but not beyond a total of five-years.

The consideration for any Contract resulting from this RFQ shall not to exceed \$150,000 over a five-year term.

Multiple Contract Award(s)

The College reserves the right to award multiple Convenience Contracts to provide the Work under this solicitation unless the College determines, after evaluation of Quotations, that only one Offeror is capable of providing the Work at the level of quality required.

No Guarantee of Volume of Work

The College makes no guarantee, express or otherwise, as to the volume of work anticipated to be made against any Contract resulting from this RFQ.

Standard/Overtime Hours Definition

Extra Work paid using Standard Hourly Rates will normally be required of the Contractor during the standard work day, which shall herein be defined as 8:00 am to 5:00 pm, Monday through Friday. All Extra Work falling within these hours will be compensated at the Standard Hourly Rate. All Extra Work performed over eight-hours per day during the standard workday will be compensated at the Overtime Hourly Rate.

Upon five-days prior notification, the College may require the Contractor to perform Extra Work outside of the hours of a standard work day (weekends, evenings, and/or nights). In such cases, where Extra Work totals less than eight-hours per day, the Extra Work is compensable at the Standard Hourly Rate. All work over eight-hours per day will be compensated at the Overtime Hourly Rate.

Hourly rates shall include **all** overhead, profit, and taxes, including all federal state, municipal, or other governmental excise, sales, use, or similar taxes, which taxes will not be billed to the College. No billing will be accepted that shows any other costs than those listed on the pricing schedule. This includes, but is not limited to, administrative or clerical, printing, delivery, rent, phone calls, equipment leases, overnight mail service, accounting, taxes, etc.

Equipment and Vehicle Rentals

All equipment and/or vehicle rentals shall be pre-approved by the College. Rental equipment and/or vehicles required to perform College requested Work shall be reimbursed by the College at a negotiated % over the real and actual cost paid by the Contractor on a case by case basis.

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Price Per Catch Basin Cleaning

Contractors must submit a quote on a per catch basin cleaning basis. It shall be understood that the per catch basin cleaning price quoted shall be:

1. Deemed all-inclusive, e.g., fuel costs, trip charges, and mileage charges;
2. Apply to all types of catch basins cleaned under resulting Contract(s), e.g., 2’x2’x3’, 2’x2’x6’, 2’x2’x9’, shallow, extra deep, and double covered; and
3. Include the cost of the proper disposition of all materials collected during the cleaning process.

The per catch basin cleaning price quoted shall apply throughout the first two-years of the term of the Contract.

Hourly Rates for Extra Work

Hourly rates will apply to Extra Work performed, e.g., occasional random or emergency cleaning requests covering a small number of catch basins, other related cleaning projects, including, but not limited to, vaults, sediment basins, and walls.

The hourly rates quoted for Extra Work shall apply throughout the first two-years of the term of the Contract.

Per Catch Basin Cleaning Price	Standard Hourly Rate for Extra Work	Overtime Hourly Rate for Extra Work
\$	\$	\$

This Exhibit B – Quotation Response Form must be
 completed in its entirety, and returned by the
 Due Date/ Time of Thursday, June 28, 2018, 2:00 pm, Local Time



Exhibit C - Offeror's Representation and Warranties

Name of Offeror: _____

Street Address: _____

City: _____ State: _____ Zip: _____

The Offeror certifies and warrants the following:

The Offeror has the power and authority to enter into and perform any resulting Contract.

The Offeror acknowledges that the Contract when executed and delivered is a valid and binding obligation and enforceable in accordance with Contract terms.

That the Offeror, for a period of no fewer than six (6) calendar years prior to the date of the order has faithfully complied with the following:

- All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318;
- Any tax provisions imposed by a political subdivision of this state that applied to Offeror, Offeror's operations, receipts, income, or to Offeror's performance of or compensation for any work performed by Offeror;
- Any tax provisions imposed by a political subdivision of this state that applied to Offeror, goods, services, or property, whether tangible or intangible; and
- Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the forgoing tax laws or provisions.

That any goods or services delivered to the College as contracted shall be provided free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges and encumbrances of any kind.

That prices submitted herein have been arrived at in an entirely independent and lawful manner by the Offeror without consultation with other Offerors or potential Offerors or foreknowledge of the prices to be submitted in response to this solicitation by other Offerors or potential Offerors on the part of the Offeror, its officers, partners, owners, providers, representatives, employees or parties in interest, including the affiant.

That each person signing on behalf of the Offeror certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of the Chemeketa Community College Board of Education or College officer, employee, or person whose salary is payable in whole or in part by Chemeketa Community College, has a direct or indirect financial interest in the award of this Offer, or in the services to which this Offer relates, or in any of the profits, real or potential, thereof, except as noted otherwise herein.

That before signing his/her Offer, has made a careful examination of the plans, specifications, and character of work required; that he/she has made a careful examination of the location and condition of the work, verified all measurements at the job site, and sources of supply of materials.

That the College will in no case be responsible for any loss for any unanticipated costs which may be suffered by the Contractor as a result of the Contractor's failure to fully inform himself/herself in regard to all conditions pertaining to the completion of the Contract.

That by submitting its Offer that it will comply with all statutes, regulations, executive orders, and College policies as are hereby incorporated by reference.

That the Offeror has read and understood the Solicitation Documents and agree to abide by and fulfill its requirements if awarded the Contract as a result of this Offer.

I have read and understood the Solicitation Documents and agree to abide by and fulfill its requirements if awarded the Contract as a result of this Offer.

Signature: _____

Name (please type or print): _____

Title: _____

Phone: _____ **Mobile:** _____

Email: _____

This Exhibit C - Offeror's Representation and Warranties must be completed in its entirety, signed, and returned by the Due Date/ Time of Thursday, June 28, 2018, 2:00 pm, Local Time

Your Input Will Be Helpful

Please help us understand how to best reach Bidders by quickly filling out the following survey:

How did you find out about this solicitation?

- oregonprocurementsearch.com
- ORPIN (*Oregon Procurement Information Network*)
- Chemeketa Procurement Website
- Other: _____

How can we improve the notification process? _____

Thank you



Exhibit D - Service Locations

Chemeketa Community College

Salem Campus

4000 Lancaster Dr. NE, Salem, OR 97305

Chemeketa Community College

Yamhill Valley Campus

288 NE Norton Ln, McMinnville, OR 97128

Chemeketa Brooks

4910 Brooklake Rd NE, Brooks, Oregon 97305

Chemeketa Polk

1340 SE Holman Ave, Dallas, OR 97338

Chemeketa Eola

Northwest Wine Studies Center

215 Doaks Ferry Rd NW, Salem, OR 97304

Chemeketa Woodburn

120 E Lincoln St., Woodburn, OR 97071

Chemeketa Center for Business & Industry

626 High St NE, Salem, OR 97301

Chemeketa Community College

Santiam Center

11656 Sublimity Rd SE,

Stayton, OR 97383

