



**WASHINGTON
COUNTY,
OREGON**

ITB

100821 - PRECAST SEGMENTAL REINFORCED CONCRETE BOX

CULVERT FOR SCHMELTZER ROAD

(NO. 2026.042-ITB)

FOR

Washington County, Oregon

RELEASE DATE: April 20, 2026

DEADLINE FOR QUESTIONS: May 4, 2026

RESPONSE DEADLINE: May 6, 2026, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://procurement.opengov.com/portal/washington-county-or>

Washington County, Oregon

ITB

100821 - Precast Segmental Reinforced Concrete Box Culvert for
Schmeltzer Road

1. Introduction
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Attachments:

A - 2025-GOODS-REQUIREMENTS-MASTERform Sample

B - Schmeltzer-Plans

C - 2022-Insurance_Requirements_Sample

1. 1. Introduction

1. 1.1. Summary

The work to be done under this contract consists of the following in Washington County:

- A. Manufacturing, storing, and delivering one Precast Split Reinforced Concrete Box Culvert
 - 1. Culvert: Project 100821 - Schmeltzer Road Culvert Replacement
 - a. 66 linear feet (lay length) of 12' x 6' Precast Split Reinforced Concrete Box Culvert sections. Tongue and groove joints with mastic, butyl sealant and foam gaskets
 - b. Designed for burial depth of less than 2 Feet
 - c. Must be ready for delivery prior to August 3, 2026
- B. Shop assembly of adjacent full sections for Washington County inspection prior to shipping.
- C. Coordinating delivery of culvert sections with Washington County's roadway Contractor.

2. 1.2. Contact Information

Danielle Howard

Procurement Analyst II

155 North First Ave

MS-28

Hillsboro, OR 97124

Email: danielle_howard@washingtoncountyor.gov

Phone: [\(503\) 846-8757](tel:(503)846-8757)

Department:

LUT

3. 1.3. Timeline

The County reserves the right to modify this schedule at the County's discretion. Proper notification of changes in the bid closing date will be made to all bidders who have received bid documents.

Bid Advertised and Released	April 20, 2026
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Last Date to Submit Questions	May 4, 2026, 5:00pm
Bid Closing Date and Time	May 6, 2026, 2:00pm

2. 2. Legal Advertisement

1. 2.1. Legal Advertisement

WASHINGTON COUNTY, OREGON INVITATION TO BID

No. 2026.042-ITB 100821 - Precast Segmental Reinforced Concrete Box Culvert for Schmeltzer Road

The Invitation to Bid (“ITB”) documents will be available at www.WashCoPurch.com/biz

Bidders are responsible for checking the site for any addenda to the ITB documents before submitting their bids to the site.

Bids are due no later than 2:00 pm on Wednesday, May 6, 2026 late bids are unable to be entered.

The estimated expense for this contract will be \$200,000.

Bids must contain a statement as to whether the bidder is a resident bidder, as defined in ORS 279A.120(1)(b).

The County may reject any bid not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any or all bids upon a finding of the County it is in the public interest to do so.

Washington County reserves the right to reject any and all bids and to waive any and all informalities in the best interest of the County.

Bidders are solely responsible for ensuring receipt of their bid and by the Procurement Division, including but not limited to successfully uploaded documents.

Bidders must conform to the requirements of these bid documents and all related, applicable laws.

The County does not intend to pre-qualify any bidders for this project. All bids submitted for this project will be considered provided that they meet the criteria set forth in the bid documents with respect to submission in a timely manner, bonding, and all other applicable requirements.

Dated this 20 day of April, 2026

Danielle Howard

Procurement Analyst II

(503) 846-8757

Posted to: Monday, April 20, 2026 Oregon Buys

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3. 3. Scope of Work

1. 3.1. Overview and Purpose

The work to be done under this contract consists of the following in Washington County:

- A. Manufacturing, storing, and delivering one Precast Split Reinforced Concrete Box Culvert
 - 1. Culvert: Project 100821 - Schmeltzer Road Culvert Replacement
 - a. 66 linear feet (lay length) of 12' x 6' Precast Split Reinforced Concrete Box Culvert sections. Tongue and groove joints with mastic, butyl sealant and foam gaskets
 - b. Designed for burial depth of less than 2 Feet
 - c. Must be ready for delivery prior to August 3, 2026
- B. Shop assembly of adjacent full sections for Washington County inspection prior to shipping.
- C. Coordinating delivery of culvert sections with Washington County's roadway Contractor.

2. 3.2. Specifications

Washington County is seeking the services of a qualified vendor to deliver the goods being solicited based on the requirements in this Scope of Work and in accordance with the following:

Attachment B – Schmeltzer Plans

3. 3.3. Instructions to Bidders

- A. Culvert must be a Precast Segmental Reinforced Concrete Box Culvert, manufacture conforming to 2024 ODOT Standard Specification 00595, ASTM C1786, and AASHTO LRFD Bridge Design Specifications - 10th edition.
- B. Design requirements: Culvert shall be designed to meet HL-93 vertical loads with a burial depth of less than 2 feet.
- C. Provide shiplap joints for base connections, and between slab tops and bases, including mastic, butyl sealant, and foam gaskets.

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- D. Provide structural connections at joints between slab top sections using welding plates.
- E. Shop assemble adjacent full RCBC sections for County inspection and match-mark adjacent sections before shipping. Sections not meeting the tolerances of ASTM C1786 will be rejected.
- F. The manufacturer or fabricator shall furnish shop drawings for approval prior to fabrication of materials.
- G. Bid shall include cost of delivery to Project Site.
 - A. Culvert - 12' x 6' x 66' Schmeltzer Road: Delivery location - Near 21430 SW Schmeltzer Rd, Sherwood, OR 97140
- H. Delivery shall be coordinated with the road project prime contractor (to be determined).
- I. Bids shall include required sealants including internal gaskets and mastic, and provision of clutches or picking gear.

4. 3.4. Handling, Storing, and Shipping

Materials - Store materials at manufacturing site until the agreed upon shipping date.

Delivery Date of Materials – The anticipated delivery date for the materials is between August 3, 2026 and September 1, 2026. The actual delivery dates and rate of delivery will be determined by the County's roadway contractor who will be selected in the summer 2026.

The culvert must be ready for delivery by the following dates with potential storage at the manufacturing site through September 30, 2026:

- A. Culvert - 12' x 6' x 66' Schmeltzer Road: August 3, 2026

Project Work Schedule – Provide a work schedule showing anticipated fabrication and delivery of materials. The initial schedule shall be submitted within 14 days of Notice to Proceed and updated as required by the County.

5. 3.5. Measurement and Payment

- A. Measurement – The quantity of the Reinforced Concrete Box Culvert will be measured on the lay length basis.

- B. Payment - The accepted quantities of the Reinforced Concrete Box Culvert and related work items performed under this contract will be paid for at the Contract unit price, per foot.
- C. Payment for precast structures includes all required precast sections, gaskets, and sealing material.
- D. Payment will be payment in full for furnishing and delivering all materials and picking equipment.
- E. No separate or additional payment will be made for delivering materials to the project site, coordinating with the County's roadway contractor for delivery of the materials, storing materials prior to delivery, and updating schedules.

4. 4. Pricing Proposal

All items must have a price or percentage in order to be seen as responsive. The County considers a line marked as \$0 to be the price quoted for that line item.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	12' x 6' Precast Split Reinforced Concrete Box Culvert	66	FT		
TOTAL					

5. 5. Vendor Questionnaire

1. 1. Electronic Submittal

By electronically submitting this response the Supplier attests and certifies that:

1. Person completing this response represents that I am either authorized to bind the Supplier, or that I am submitting the Response on behalf of and at the direction of the Suppliers's representative authorized to contractually bind the Supplier.
2. I represent that the Supplier or its applicable representative(s) has reviewed the information contained in this Solicitation Package and that the information submitted is accurate.
3. Respondent agrees that the action of electronically submitting its response constitutes:
 - a. an electronic signature on the responses, generally,
 - b. an agreement to conduct business electronically,
 - c. an electronic signature on any form or section specifically calling for a signature, and
 - d. an affirmative agreement to any statement contained in the solicitation that requires a definite confirmation or acknowledgement.

Yes

No

2. 2. Solicitation Requirements*

Did you read through and confirm that you met all of the Solicitation requirements?

Yes

No

*Response required

3. 3. Delivery Requirement*

Contractor confirms the culvert will be ready for delivery prior to the August 3rd, 2026 deadline.

Yes

No

*Response required

4. 4. Resident Bidder*

The Bidder is a resident as defined in ORS 279A.120*?

*ORS 279A.120(1)(b) – Resident bidder means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid whether the vendor is a resident vendor . Nonresident vendor shall comply with the provisions of ORS 279A.120(3).

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Yes

No

*Response required

5. 5. Contact Information*

If there are questions regarding your response to this solicitation list the name, email and phone number for the person to contact.

*Response required

6. 6. OFFER*

By submission of a response does the bidder attest that they have carefully examined the Special Instructions, Project/Specification Information, General Instructions and all other related material and information, and agrees to comply with the terms set forth in those documents and to furnish the services described at the rates bid?

Yes

No

*Response required

7. 7. Pricing Hold*

Does the bidder further agrees that this offer will remain in effect at the rates bid for a period of not less than 180 calendar days from the date that bids are due and that this offer may not be withdrawn or modified during that time?

Yes

No

*Response required

8. 8. Collusion and Discrimination*

The bidder hereby certifies that this bid is genuine and that it has not entered into collusion with any other vendor(s) or any other person(s).

The bidder hereby certifies that it has not discriminated and will not discriminate against any minority, women or emerging small business enterprise or against a business enterprise that is owned or controlled by or that employs a disabled veteran as defined in ORS 408.225 in obtaining any required subcontract per ORS 279A.110.

Yes

No

*Response required

9. 9. Tax*

The bidder hereby certifies that they have complied with the tax laws of Oregon and all political subdivision of the State of Oregon, including ORS 305.620 and ORS chapters 316, 317 and 318.

Washington County may terminate the contract if contractor fails to comply with any tax laws during the term of the contract.

Yes

No

*Response required

10. 10. Business Hours*

Please enter your regular business hours

*Response required

11. 11. Oregon Secretary of State Business Registry*

Enter your registry number without dashes or spaces. If you are not currently registered enter N/A. If you are the successful bidder you will be required to register with the Secretary of State in order to contract with the County, per OAR 125-246-0330.

*Response required

12. 12. Successful Bidder Requirements*

If you are the successful bidder for this project, you will be required to fill out and submit all documents listed under Exhibits. Please confirm that you understand this requirement.

Please confirm

*Response required

13. 13. Cooperative Purchasing*

Will the bidder extend pricing and terms to other public agencies? (there is no penalty for not agreeing to extend pricing)

Yes

No

*Response required

14. 14. Liquidated Damages*

Bidder accepts and agrees to pay liquidated damages in the event of failure to complete the work on time.

Yes

No

*Response required

15. 15. Contract*

1. Supplier hereby proposes to furnish equipment or services that meets or exceeds the minimum specifications provided in the Solicitation Documents. Furthermore, I agree to abide by all conditions of the solicitation and resulting contract.

2. Supplier acknowledges award of a contract or purchase may be contingent upon a determination by the County that the Supplier has the capacity and capability to successfully deliver the required equipment or services.

Yes

No

*Response required

16. 16. Changes Requested to County Contract Standard Terms and Conditions

Upload any alterations requested to Washington County's contract standard terms and conditions per the Form of Contract article of the Terms and Conditions Section.

17. 17. Solicitation Awareness*

How did you find this solicitation?

Select all that apply

Washington County Website

Oregon Buys

Plan Room, Project Center, Etc

DJC Oregon, Tribune or other printed media

Twitter, Facebook or other social media

Link emailed directly to you

*Response required

6. 6. Special Instructions

1. 6.1. Laws and Regulations

The bidder shall be familiar with all Federal, State, County and /or City laws and regulations, which in any manner affect those engaged or employed in the work or the materials or equipment used or which in any way affect the conduct of the work, and no pleas of misunderstanding will be considered on account of ignorance thereof. If the bidder discovers any provision in the specifications or project information, plans or contract documents that is contrary to or inconsistent with any law or regulations, they shall report it to Washington County in writing via the County's e-Procurement portal .

All work performed by the contractor shall be in compliance with all Federal, State, County and local laws, regulations and ordinances. Unless otherwise specified, the contractor shall be responsible for applying for applicable permits and licenses.

2. 6.2. Recycled Materials and Sustainable Products and Processes

Contractor shall use recycled and recyclable products to the maximum extent economically feasible during the performance of the contract.

The County prefers materials or supplies manufactured from recycled materials if the recycled product is available, and it meets the requirements set forth in the Specifications.

The County supposes and encourages the use of sustainable products by the Contractor. To contribute to a clean environment for present and future generations, Contractor shall utilize sustainable products to the maximum extent feasible during the performance of the Contract. Products and practices utilized by the Contractor shall be based upon long-term environmental impact, social costs, and operations costs.

3. 6.3. The Rights of the County

The County expressly reserves the following rights:

- A. To waive any irregularities in the bids submitted.
- B. To base awards with due regard to price, delivery, compliance with specifications, and other such factors as may be necessary and in the public interest in the circumstances.
- C. To make awards to any bidder whose bid, in the opinion of management and the Board, is the lowest responsible bid.
- D. To cancel the procurement or reject any or all bids, or selected portions thereof, in accordance with ORS 279B.100. Under no circumstances shall the County be responsible for, nor shall it reimburse, any costs associated providing a bid for this solicitation.

- E. To negotiate final contract terms and conditions to the fullest extent allowed by the law and as in the best interests of the County.

Acceptance of an offer is subject to budget approval and budgetary constraints as determined by the County.

4. 6.4. Qualifications of Bidders

Qualifications of bidders may be evaluated when determining the award. Bidders may be required to produce acceptable personal, business, and credit references and completed examples of previous work of a similar nature.

The County reserves the right to investigate references and to consider the past performance of any bidder with respect to its successful performance of similar projects, compliance with specifications and contractual obligations, its completion or delivery of services on schedule, and its lawful payment of employees and workers whether or not specifically listed by the bidder.

5. 6.5. Low Tie Bids

- A. Low tie bids are subject to the Oregon preference as provided by ORS279A.120: “For purposes of awarding a public contract, a contracting agency shall give preference to goods or services that have been manufactured or produced in this state if price, fitness, availability and quality are otherwise equal.”
- B. Low tie bids that remain after application of the statutory Oregon preference shall be awarded according to the following sequence:
 - 1. Award shall be made by drawing lots among any tied Oregon bidders. Such bidders shall be given notice and an opportunity to be present when lots are drawn.
 - 2. If none of the tied bidders is located in Oregon, award of the contract shall be made by drawing lots among all tied bidders. Such bidders shall be given notice and an opportunity to be present when lots are drawn.

6. 6.6. Award Recommendation / Intent to Award

A Notice of Intent to Award will be posted on the www.WashCoPurch.com/biz web site at least seven (7) days before the award of the contract.

7. 6.7. Bid Files

A completed bid file for each project will be available, by appointment only, for public inspection at the Washington County Procurement Division Office.

8. 6.8. Protest and Judicial Review of Award

- A. Purpose. The award by the Washington County Board of Commissioners of the contract shall constitute a final decision of the County to award the contract if no written protest

of the award is filed. A bidder may protest the award of a contract, or the intent to award of a contract, whichever occurs first, if the conditions set forth in ORS 279B.410(1) are satisfied. A bidder must file a written protest with the County and exhaust all administrative remedies before seeking judicial review of the County's contract award decision.

- B. Delivery. A bidder must deliver a written protest to the Washington County Procurement Manager within seven (7) days after issuance of the notice of intent to award the contract. Protests must be physically received by 5:00 PM on the 7th day. A postmark is not sufficient.
- C. Content of Protest. A bidder's written protest shall specify the grounds for the protest to be considered pursuant to ORS 279B.410(2). Bidder may not protest the content of Specifications, nor shall the County consider any such grounds, in an award protest. Bidders may protest only deviation for laws, rules, regulation or procedures, including procedures set out in the ITB. Protests must specify the grounds for protest including the specific citation or law, rule, regulation, or procedure upon which the protest is based.
- D. County Response. The Board or its designee shall not consider a bidder's contract award protest submitted after the timeline established for submitting such protest has expired per B above. The County shall issue a written disposition of the protest in a timely manner as set forth in ORS 279B.410(4). If the protest is upheld, in whole or in part, the Board or its designee may in its sole discretion either award the contract to the successful protestor or cancel the procurement or solicitation.
- E. Judicial Review. Judicial review of the Board's or its designee's decision relating to a contract award protest shall be in accordance with ORS 279B.415.

9. 6.9. Contractor's Responsibility

It is understood that the specifications and other contract documents do not purport to control the method of performing the work, but only the requirements as to the nature of the completed work. The contractor assumes the entire responsibility for the method of performing the work. Suggestions as to the method included in the contract documents shall be deemed advisory only and the feasibility of such methods, or the lack thereof, shall not affect the contractor's liability, or status as an independent contractor under this contract.

10. 6.10. Performance

Contractor shall perform all services required by this contract within the time specified. Contractor shall provide all services in accordance with the highest industry standard prevalent in the industry or business most closely related to the construction industry. Unless the means or methods of performing a task are specified elsewhere in the contract, contractor shall employ methods that are generally accepted and used by the industry. Any performance that is found unacceptable will be documented and the contractor will be given written notice to correct the

problem within a specified period. If the problem continues beyond the specified period the contractor may be found in breach of this contract, and the contract may be terminated.

11. 6.11. Non-Performance

In the event of nonperformance under the resulting contract the County will have the right to obtain from other sources such equipment, supplies, and/or services as may be required to fulfill the contract. It is agreed that the difference in cost, if any, for said equipment, supplies and/or services shall be borne by the contractor awarded this contract.

12. 6.12. Guarantee

Contractor agrees to repair any failures due to inferior workmanship and/or materials without additional expense to the County.

13. 6.13. Damage Clause

- A. Contractor shall be responsible for renovating, restoring, or otherwise repairing any portion of the County's premises, facilities, or any County owned properties or right-of-ways which are damaged by the contractor and its agents in the case of any work related to its obligation under this contract.
- B. Contractor agrees to repair any avoidable damage to existing materials, surfaces and equipment caused during the execution of the work, without additional expense to the County.

14. 6.14. Product Safety

- A. In accordance with all applicable laws and generally accepted practices, the contractor will be solely and completely responsible for conditions of the job site, including the safety of all persons and property during the performance of the work. This requirement will apply continuously and not be limited to normal working hours.
- B. Performance, or other, reviews conducted by the County's representative are not intended to include review of the adequacy of the contractor's safety measures in, on, or near the project.

15. 6.15. OSHA

During the performance of this contract, the Contractor is required to comply with the conditions of the Federal Occupational Safety and Health Act of 1972 (OSHA) and the standards and regulations issued there under. The bidder shall further agree to hold the County, its employees, agents, commissioners, and assigns harmless and free from liability for failure to comply with said standards and regulations by the bidder. It shall be the sole responsibility of the bidder to remain familiar with said standards and regulations and maintain their enforcement.

16. 6.16. Hazardous Materials

- A. All materials that include solvents, paints, cleaning agents, chemicals, reagents or other hazardous materials shall be labeled in accordance with Oregon law with the name(s) of the hazardous ingredient(s), the hazard(s) of the material(s) and the appropriate precautions. Materials for which toxicological or hazard data are unavailable shall carry a label stating: "Toxicological and other hazards unknown. Handle as extremely hazardous."
- B. Environmentally Preferred Products/Material Safety Data Sheets. Whenever possible, the Contractor should use environmentally preferable products which present a lesser impact to the public health and the environment than competing products. Contractor agrees, upon execution of this contract, to submit a copy of the relevant material safety data sheet(s) for any chemical substance the Contractor will bring on to the County's premises and use as part of the work described in this contract.

17. 6.17. Patent or Franchise Infringement

The Contractor agrees to protect the County against all claims for patent or franchise infringement arising from the purchase, installation, or use of the material(s) or service(s) ordered from this solicitation, and to assume all expense and damage arising from such claims.

18. 6.18. Assignment to the County

- A. By entering into a contract under this solicitation, the contractor irrevocably assigns to Washington County any claim or cause of action which the contractor now has or which may accrue in the future, including, at the option of Washington County, the right to control any such litigation, by reason of any violation of 15 USC 15 §1-15 or ORS 646.725 or ORS 646.730, in connection with any goods or services provided to the contractor by any person which are used, in whole or in part, for the purpose of carrying out the contractor's obligations under such contract.
- B. Contractor shall require any subcontractor to irrevocably assign to Washington County, as a third party beneficiary, any right, title or interest that has accrued or may accrue to the subcontractor by reason of any violation of 15 USC 15 §1-15, ORS 646.725 or ORS 646.730, including, at the option of Washington County, the right to control any litigation arising there under, in connection with any goods or services provided to the subcontractor by any person, in whole or in part, for the purpose of carrying out the subcontractor's obligations as agreed to by the contractor in pursuance of the completion of this contract.
- C. In connection with this assignment, it is an express obligation of the contractor that it will take no action that any way diminishes the value of the rights conveyed or assigned hereunder to the County. It is an express obligation of the contractor to advise the Office of County Counsel for Washington County:

1. In advance of its intention to commence any action on its own behalf regarding such claims or causes of action;
2. Immediately, upon becoming aware of the fact that an action has been commenced on its own behalf by some other person or persons, of the dependency of such action; and
3. The date on which it notified the obligor(s) of any such claims for relief or causes of action of the fact of its assignment to the County.

19. 6.19. Price Adjustment

- A. Revised Published Price Lists will be used as a means of price increases. However, all bids are to be firm for a period of 360 calendar days after the bid closing date and Revised Price Lists will not be accepted by the County until after that date. Revised Published Price Lists will be accepted only in the event of an industry-wide price change, as evidenced by the issuance of revised price lists by the manufacturer. Price adjustments will not be made for changes in freight.
- B. Price increases will not become effective until revised list(s) are submitted to the County Contract Administrator under Contractor's cover letter identifying the applicable requirements contract number. Contractor cover letter and pricing list(s) must be dated, signed and submitted at least thirty (30) days prior to the date the increase becomes effective. The County reserves the right to accept or reject any proposed changes in prices or discounts. If the price changes are accepted, they shall become effective upon completion of the contract amendment process.
- C. If price increases are necessary, the County must receive the same or better percentage discount from list as was reflected in the original bid prices.
- D. All price decreases and store specials shall be passed through in total to the County on the effective date of the price decrease.
- E. The County reserves the right to determine the acceptability of price verification documentation. Increases shall apply to orders issued on or after the effective date of the increase request once approved by the County. In the event of price increases(s), the County reserves the right to audit Contractor's books and records relating to cost or pricing data.

20. 6.20. Purchasing by Contractor

Contractor shall make all purchases in its own name and not in any way attempt to bind the County in Contractor's contractual agreements. Delivery of goods to County facilities will be at contractor's own risk and expense.

21. 6.21. Contact Persons

The contractor shall designate one or more person(s) as the contact person for this contract. The contractor should provide to the County the names, addresses and telephone numbers of such person(s) and shall keep this information current at all times.

22. 6.22. Payment

- A. Payment shall be made upon submission of invoice and any required supporting documentation after final acceptance of each phase and/or monthly progress payments.
- B. Contractor shall invoice the County no later than thirty (30) days following completion of work.
- C. The County will pay the invoice within 30 days after approval of the invoice by the contract administrator.

23. 6.23. Public Contracting Statutes

The provisions of Oregon Revised Statutes 279C.500 through 279C.870, Public Contracts, as applicable are incorporated herein by reference. Any bidder accepting a purchase order from the County and/or executing a contract with the County for the delivery of materials and/or services agrees to comply with said provisions.

24. 6.24. Uniforms and Identification

While at any County site, all Contractor personnel must wear a uniform with company identification, including company logo, visible to all other personnel in the area. Contractor personnel must maintain a clean and professional appearance at all times while at a County site.

25. 6.25. Invoicing

All invoices will have the name of the County employee who requested the service, PO number, building location. In the case of scheduled maintenance, a County employee will be contacted at least 1-week prior to the scheduled service and that County employee's name will be on the invoice. All labor hours will be itemized on the invoice with the quantity of hours, the hourly rate, and the total dollar amount. In the case of more than one hourly rate, all hourly rates will be itemized. When applicable, all materials will be itemized with the amount of each item, the cost of each item and the total cost for each item used. All invoices will have the County Facility Maintenance work order number associated with the service. The contractor will get this work order number from the county employee who requests the service to be performed. This requirement will apply to scheduled maintenance and call out maintenance or repair.

26. 6.26. Form of Contract

- A. A copy of the County's contract that the County expects the successful firm or individual to execute is attached. The contract will incorporate the terms and conditions from this RFP document, attachments provided, and the successful proposer's response documents.
- B. Firms taking exception to any of the contract terms should indicate the same by uploading in the Vendor Submission or their exceptions will be deemed waived.

7. 7. Instructions to Bidders for ITB

1. 7.1. Deadline Disclaimer

- A. It is the responsibility of the responder to upload and submit their electronic response before the deadline date and time approaches as posted on the County's Procurement Portal. Allow for a sufficient amount of time for the bid entry/document upload process in order to ensure timely submission.
- B. Make sure that all documents are uploaded as soon as possible well in advance of the deadline. The County's Procurement Portal will close promptly at the deadline date and time. All responses must be submitted, not in process, by that time...no exceptions are allowed.
- C. Please note the system will accept Google Docs or Google Pages, but they are not readable by the County. DO NOT upload your response using a Google product.

2. 7.2. Overview

The following instructions, terms and conditions apply to all bids or other such offers to provide construction services, services, or goods to Washington County.

3. 7.3. Precedence of Documents

The order of precedence of documents is as follows:

- A. Instructions to Bidders
- B. Specifications/Scope of Work
- C. Pricing Proposal
- D. Special Instructions

4. 7.4. Copies of Bid Documents

Documents obtained from sources (such as directly from other bidders) other than www.WashCoPurch.com/biz are not valid solicitation documents. It is the bidder's responsibility to insure they are listed as an interested party on the County's [Procurement Portal](#) website for a particular project in order to receive notification of all addenda as well as additional relevant information.

5. 7.5. Bidder's Requirements

All items must have a price or percentage in order to be seen as responsive. The County considers a line marked as \$0 to be the price bid for that line item. If there is a NO BID column then choosing that option is acceptable.

The bidder further agrees to the following:

- A. To examine all specifications, instructions, terms and conditions thoroughly.
- B. To provide for appropriate insurance, bid guaranties, and performance bonds as required.
- C. To comply fully with specifications as attached for the agreed bid and/or contract, especially where materials and work are involved.
- D. To clean up all debris and remove debris from the site as specified.
- E. All equipment replaced or removed by the bidder shall remain the property of the County unless otherwise noted in the specifications or special instructions.
- F. Upon completion of the contract and/or delivery and installation, to pass a good, free and clear title for goods and services rendered to the County. Such goods and services shall be free of all claims, mechanic's liens, subcontractor judgments and other encumbrances which might cloud the County's title to said goods and services.
- G. That they have met any and all registration requirements where required for contractors as set forth in the Oregon Revised Statutes. As required, bidders shall furnish a valid contractor's license number at the time of bid opening.
- H. To accept any claims, liens and demands to indemnify the County and hold harmless the County and preserve the property the entire time of equipment installation and/or contract duration.

6. 7.6. Record Drawing

This record drawing (also referred to as As Builts) has been prepared, in part, based upon information furnished by others. While this information is believed to be reliable, Washington County and its Architects/Engineers assume no responsibility for the accuracy of this record drawing or for any errors or omissions that may have been incorporated into it as a result of incorrect information provided or subsequent changes to the building that were not captured. Those relying on this record document are advised to obtain independent verification of its accuracy.

7. 7.7. Substitution Requests

- A. The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution. Any request for substitutions must be submitted for consideration

no later than Monday, May 4, 2026 by 5:00 pm. Substitution requests shall be submitted via the question and answer section of the solicitation.

- B. A statement setting forth changes in other materials, equipment or other portions of the Work, including changes in the work of other contracts that incorporation of the proposed substitution would require, shall be included. The burden of proof of the merit of the proposed substitution is upon the proposer.
- C. The project manager's decision of approval or disapproval of a proposed substitution shall be final. If the project manager approves a proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner. No substitutions will be considered after the Contract award unless specifically provided for in the Contract documents.

8. 7.8. Specification Protest or Suggested Change Process

Delivery: Any protest of the specifications must be delivered to the County in writing no later than seven (7) calendar days prior to the bid closing date, a postmark is not sufficient, as follows:

Specification Protest Bid #: 2026.042-ITB

Washington County Procurement Division ATTN: Procurement Manager

155 North First Avenue, Suite 270 MS 28

Hillsboro, Oregon 97124-3072

- A. Content: A written protest must include:
 - 1. Sufficient information to identify the solicitation that is the subject of the protest;
 - 2. The grounds that demonstrate how the procurement process is contrary to law or how the solicitation document is unnecessarily restrictive, is legally flawed or improperly specifies a brand name;
 - 3. Evidence or supporting documentation that supports the grounds on which the protest is based; and
 - 4. The relief sought; and
 - 5. A statement of the desired changes to solicitation document that the prospective bidder believes will remedy the conditions upon which the prospective bidder based its protest.
- B. County Response: The County may reject without consideration a bidder's protest after the deadline established for submitting protest. The County shall provide notice to the applicable protestor if it entirely rejects a protest. If the County agrees with the protest, in whole or in part, the County shall either issue an addendum reflecting its determination or cancel the solicitation.
- C. Extension of Closing: If the County receives a written protest in accordance with this Section the County may extend closing if the County determines an extension is

necessary to consider the protest and to issue addenda, if any, to the solicitation document.

- D. Judicial review of the County's decision relating to a specification protest shall be in accordance with ORS 279B.405.

9. 7.9. Bid Submission

- A. All bids must be submitted through our electronic Procurement Portal.
- B. Email, phone, fax and paper bids will not be accepted.
- C. It is the responsibility of the bidder to submit electronic bids before the deadline date and time approaches as posted on the County's Procurement Portal.
- D. It is the sole responsibility of the bidder to ensure receipt of bids and success of uploaded documents or bid modifications by the County by the specified time.
- E. Bidders are required to use the bid forms or tables posted on www.WashCoPurch.com/biz.
- F. Please note the system will accept Google Docs or Google Pages, but they are not readable by the County. DO NOT upload your response using a Google product.

10. 7.10. Bid Guaranty Form and Bid Bond

The County has decided that the requirement of Bid Guaranty Form and Bid Bond will be waived for this project.

11. 7.11. Unit Prices

If the bid document includes a schedule of unit prices for labor and materials or other items to establish a cost basis for unforeseen contract changes, Washington County reserves the right to reject, without impairing the balance of the bid, any or all such predetermined unit prices, and negotiate such unit prices during the term of the award.

12. 7.12. Bid Opening

- A. All bids received will be publicly opened immediately after the bid closing date and time. All bidders and other persons who may be interested in this matter are invited to attend online through Microsoft Teams.
- B. Bids shall contain all required documents and descriptive literature. The Vendor Questionnaire must be complete in order to submit your response. Any statement accompanying and tending to qualify a bid may cause rejection unless the statement is required or permitted.
- C. Microsoft Teams Bid Opening Link

[Join Microsoft Teams Meeting](#)

Washington County, Oregon
ITB

100821 - Precast Segmental Reinforced Concrete Box Culvert for Schmeltzer Road

+1 971-337-3439 United States, Portland (Toll)

Conference ID: 522 346 32#

13. 7.13. Liquidated Damages

The Contractor agrees that work under this contract shall be completed in accordance with the specified contract time. In the event Contractor fails to complete work within the time as herein mentioned, or in the extended time agreed upon, liquidated damage shall be Liquidated Damages Cost.

14. 7.14. Oregon Corporate Activity Tax ("CAT")

- A. In 2019 Oregon adopted a Corporate Activity Tax ("CAT") applicable to all types of business entities. The legislation accomplishes the following:
 - 1. Establishes a "Fund for Student Success" that is separate and distinct from the state's general fund
 - 2. Adopts a new Corporate Activity Tax (CAT) imposed on all types of business entities
- B. The CAT is in addition to the state's current corporate income tax. The CAT is imposed on businesses for the privilege of doing business in this state. It is measured on a business's commercial activity, which is the total amount a business realizes from transactions and activity in Oregon. The CAT is applied to taxable Oregon commercial activity in excess of \$1 million. Any costs relating to Oregon's Corporate Activity Tax will not be reimbursable under Cost of the Work.

15. 7.15. Questions, Interpretations, and Addenda

Enter all questions regarding the meaning or intent of the solicitation into the questions area of the solicitation in www.WashCoPurch.com/biz.

- A. Interpretations or clarifications considered necessary in response to such questions will be posted as addenda or in Questions and Answers in the County's Procurement Portal . Bidders will be solely responsible to check for all addenda or questions and answers, if any, from the Procurement Portal prior to submitting their bid.
- B. Questions received after Monday, May 4, 2026 will not be answered unless the County determines, in its sole discretion, it is in the public's best interest to do so.
- C. Formal addenda and answers to questions posted in the Question and Answer section are made part of this solicitation and will be binding. Oral and other interpretations or clarifications will be without legal effect.
- D. Written addenda may also be issued to modify the bid documents at the discretion of the County.
- E. Receipt of addenda must be acknowledged on the County's Procurement Portal.

- F. All questions pertaining to this bid shall be addressed only through the County's Procurement Portal. Do not contact any other Washington County staff, employee or official regarding this bid. Communication between bidder and any County staff is prohibited from the time the bid is advertised until the award of a contract to the bidder selected by The County.

16. 7.16. Contract Award

The County reserves the right to award this bid based on the following:

Lowest responsive, responsible bidder.

17. 7.17. Execution of Contract

- A. The successful bidder(s) shall within fifteen (15) business days from the date of receiving from the County the contract prepared and ready for execution, furnish the County the corporate performance and payment surety bonds specified herein if required and enter into a contract with the County.
- B. If the successful bidder fails to comply with any of the requirements herein, the County may, at its option, determine that the bidder has abandoned the contract and the security accompanying this bid shall be forfeited and the same shall become the property of the County.
- C. Successful bidder(s) will be held to all County policies and procedures.

18. 7.18. Substantial Completion

Work to be performed under this contract must be completed by August 3, 2026 or the specified number of days from the date the Notice to Proceed is received by the contractor, and, subject to authorized adjustments, Substantial Completion of the Work shall be achieved within the time frame indicated in the construction schedule as submitted by the successful contractor.

19. 7.19. Form of Contract

- A. A copy of the County's contract that the County expects the successful firm or individual to execute is attached. The contract will incorporate the terms and conditions from this document, attachments provided, and the successful response documents.
- B. Firms taking exception to any of the contract terms should indicate the same by uploading in the Vendor Submission or their exceptions will be deemed waived.