



**REQUEST FOR BIDS (RFB)**



**RFB Number & Title:** 2223-01  
Wilsonville Campus RTU-6 Replacement  
Request For Bids

**Place of Submission:** Barlow Hall – Business Office, Room 208  
Clackamas Community College  
19600 Molalla Avenue  
Oregon City, OR 97045

**Mandatory Walk-Thru** Thursday December 8, 2022 at 10:30am,  
Wilsonville Campus  
29353 SW Town Center Lp E, Wilsonville, OR 97070

**Date & Time of Opening:** **Tuesday, January 10, 2:00 p.m.**

**To Be Opened By:** Elizabeth Cole  
Purchasing Agent  
503-594-3086

**PURCHASING DEPARTMENT**  
19600 Molalla Avenue  
Oregon City, OR 97045-7998  
Phone: 503-594-3086  
Fax: 503-722-5879  
Email: [purchasing@clackamas.edu](mailto:purchasing@clackamas.edu)

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- Exhibit A: Signature Sheet
- Exhibit B: Certification of Non-Discrimination
- Exhibit C: Bid Form
- Exhibit D: Construction Documents  
(Drawings and Specifications)
- Exhibit E: CCC Professional Services Agreement (Sample Document)

**Section 1: General Information****INTRODUCTION**

Clackamas Community College (hereinafter called “College”), acting on behalf of its Board of Directors, seeks qualified Contracting firms to submit bids related to providing services for the benefit of the college and/or other public entities that may, by interagency agreement, contract with the College. This contract will be to provide services for the project described in this document.

The intent of this Request for Bid Package is to contract with a Contractor and/or Vendor to provide Construction services for replacement of the Wilsonville Campus Roof Top Unit #6 project. The selected contractor will be required to provide the College with a Lump Sum for the project.

No officer or employee of the College has any authority to place any interpretation, either verbal or written, upon the foregoing or annexed specifications. Any clarification which may be required must be obtained from the Purchasing Office.

The College reserves the right to reject any and all bids as permitted by Oregon Statute, Administrative Rule, and the Community College Rules of Procurement and to waive minor irregularities when, in the opinion of the Purchasing Agent, it is in the best interests of the College to do so, and when doing so in no way creates an unfair situation for other bidders.

**SECTION 1. GENERAL INFORMATION****1.1 Description of the College**

**Clackamas Community College** is an accredited public two-year institution offering comprehensive programs in college transfer, professional technical training, continuing education, and developmental learning skills. Formed in 1966, the College is a fiscally independent municipal corporation, governed by a seven-member Board of Education elected by zones. The College’s budget and Comprehensive Annual Financial Report are available at [http://www.clackamas.edu/Budget\\_Committee.aspx](http://www.clackamas.edu/Budget_Committee.aspx).

**1.2 Scope of Request for Bids**

This Request for Bid (RFB) contains administrative and procedural instructions for preparation and submittal of qualifications, explanation of how the submittals will be evaluated, and conditions that will be included in any contract(s) which may be awarded as a result of the RFB.

**1.3 Construction Documents and Specifications (Notes on drawings)**

The included **Construction Documents and Specifications (Notes on drawings)** are the basis of the work that is expected to be completed under this RFB. Additionally, this work is to minimize interruption of the college’s operations and it is expected that the selected firm will review any identified potential risks with the Owner for review and assessment.

**Section 1: General Information****1.4 Schedule of Events**

Request for Bid Issued:	Friday Dec 2, 2022
Mandatory Site Walk	Thursday, Dec 8, 2022
Inquiries/Questions Due:	Friday, Dec 16, 2022
CCC Responses to Questions:	Tuesday December 20, 2022
<b>Request for Bids Due:</b>	<b>Tuesday, January 10, 2023</b>
Notice of Intent to Award:	January 2023
Board Approval:	February 2023
Contract Signed	March 2023
Contract Start:	March 2023

**1.5 Contract**

1.5.1 Clackamas Community College Professional Services Agreement Exhibit E (Sample Document).

**1.6 Prevailing Wage**

- 1.6.1 This is a public works contract subject to the **Prevailing Wage as per ORS 279C.800 to 279C.875**.
- 1.6.2 Contractors will provide the College with copies of certified payroll certifying the hourly rate of wage of each worker who the contractor or subcontractor has employed upon this public works. Certified payroll will be submitted weekly to the Office of Purchasing, Clackamas Community College.
- 1.6.3 The prevailing wage fee shall be paid by the Contractor to BOLI before starting work on this project.
- 1.6.4 See [www.oregon.gov/boli](http://www.oregon.gov/boli) for state prevailing wage rates associated with this contract. Use Publication Prevailing Wage Rates for Public Works Contracts in Oregon BOLI dated July 1, 2022, w/ amendments. OAR 839-025-0020.
- 1.6.5 Contractors and every subcontractor must have a public works bond filed with the Construction Contractors Board before starting work on the project. ORS 279C.830(3).
- 1.6.6 If contractor fails to pay for labor and services, the agency can pay for them and withhold these amounts from payments to the contractor. ORS 279C.515; OAR 839-025-0020(2)(a).
- 1.6.7 Contractor must pay daily, weekly, weekend, and holiday overtime as required. ORS 279C.540; OAR839-025-0020(2)(b).
- 1.6.8 Contractor will give each worker a written notice of the number of hours per day and days per week they may be required to work. OAR 839-025-0020(2)(c).

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- 1.6.9 Contractor must make prompt payment for all medical services for which the contractor has agreed to pay, and for all amounts for which the contractor collects or deducts from the worker's wages. ORS 279C.530; OAR 839-025-0020(2) (d).
- 1.6.10 Workers must be paid not less than the applicable state or federal prevailing wage rate, whichever is higher. ORS 279C.830(1)(c); OAR839-025-0020(5)(b).
- 1.6.11 No bid will be received or considered unless the bid contains a statement by the bidder that ORS 279C.840 will be complied with.

**1.7 Resident Bidder**

Each bid must identify whether the bidder is a resident bidder, as defined in ORS 279A.120.

**1.8 License**

Contractor must be licensed under ORS 468A.720. A bid may not be received or considered by the College unless the bidder is licensed by the Construction Contractors Board.

**1.9 Workforce MWESB/V Participation**

All MWESB firms must be certified by the Office of Minority, Women, and Emerging Small Business (OMWESB). For more information, please reference:

<http://www.oregon4biz.com/How-We-Can-Help/OMWESB/>.

For certified Oregon Veteran, Owned firms, please reference:

<http://www.veteranownedbusiness.com/or>.

**1.10 Performance Bond, Payment Bond, and Bid Bond**

A performance bond and payment bond in the amount of the full contract price must be issued by a surety company or companies holding a certificate of authority to transact surety business in Oregon as defined in ORS 279C.380.

A 10% Bid Bond must be submitted with the bid.

**1.11 Insurance Requirements**

- 1.11.1 Contractor shall secure, at Contractor's expense, and keep in effect during the term of any Contract, **Worker's Compensation Insurance** in compliance with ORS 656.017, which requires subject employers to provide Oregon worker's compensation coverage for all their subject workers.
- 1.11.2 Contractor shall secure, at Contractor's expense, and keep in effect during the term of any Contract, occurrence form commercial **general liability and automobile liability insurance** for the protection of Contractor, College, its Board of Directors, officers, agents, and employees. Coverage shall include personal injury, bodily

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injury (including death), and broad form property damage, including loss of use of property, occurring in the course of or in any way related to Contractor's operations, in an amount not less than one million dollars (\$1,000,000.00) combined single limit per occurrence and in an amount not less than one million dollars (\$1,000,000.00) aggregate for general liability.

- 1.11.3 Contractor will be required to provide College with evidence of **professional errors and omissions liability insurance** for the protection of Contractor and its employees, insuring against bodily injury and property damage and arising out of or resulting from Contractor's negligent acts, omissions, activities or services, in an amount not less than one million dollars (\$1,000,000.00) combined single limit per occurrence and in an amount not less than two million dollars (\$2,000,000.00) aggregate for professional liability. Such insurance shall be endorsed to include contractual liability.
- 1.11.4 **Notice of cancellation or change.** There shall be no cancellation, material change, reduction of limits, or intent not to renew the insurance coverage(s) without 30 days written notice from the Contractor or its insurer(s) to Clackamas Community College.
- 1.11.5 **Certificates of Insurance.** As evidence of the insurance coverage required by this Contract, the Contractor will be required to furnish acceptable insurance certificates to Clackamas Community College prior to issuance of a Notice to Proceed. The certificate will specify all of the parties who are Additional Insured. Insuring Companies or entities are subject to Clackamas Community College acceptance. If requested, complete copies of insurance policies; trust agreements, etc. shall be provided to Clackamas Community College. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

**1.12 Closing Date for Submittal**

- 1.12.1 Interested firms must submit their bids to [purchasing@clackamas.edu](mailto:purchasing@clackamas.edu) no later than **2:00 p.m. PST on Tuesday, January 10, 2023 and, if required, the First Tier Subcontractor List before 4:00pm PST to:**

Elizabeth Cole, Purchasing Agent  
Business Office, Barlow Hall, Room 206  
Clackamas Community College  
19600 Molalla Avenue  
Oregon City OR 97045  
Ph. 503-594-3086  
[purchasing@clackamas.edu](mailto:purchasing@clackamas.edu)

- 1.12.2 It is entirely the responsibility of the bidder to deliver their bid on time. No late bids will be accepted.
- 1.12.4 All RFBs shall be submitted electronically with **RFB 2223-01 Wilsonville Campus RTU-6 Replacement as the submission subject line**. Submittals may take up to one (1) week to evaluate.

**Section 1: General Information****1.13 Right of Award or Rejection**

Submittal of bids shall indicate to College that the firm accepts all the terms and conditions contained in the RFB and associated documents. It is understood that all submittals shall become a part of the public file on this matter without obligation to the College.

The College may reject any bid that does not comply with all the prescribed submission procedures and requirements in this Request for Bid, and College may, for good cause, reject any or all submittals, or any part of a submittal, upon a finding of college that it is in the public interest to do so.

**1.14 Inquiries**

Questions that arise during preparation of the RFB shall be submitted in writing and delivered to:

Elizabeth Cole, Purchasing Agent  
Business Office, Barlow Hall, Room 206  
Clackamas Community College  
19600 Molalla Avenue  
Oregon City OR 97045  
Ph. 503-594-3086  
[elizabethc@clackamas.edu](mailto:elizabethc@clackamas.edu)

The Purchasing Agent must receive all inquiries and questions no later than **2:00pm, Friday, December 16, 2022.**

The College's **Fax number is 503-722-5879.** E-mail address is:  
[purchasing@clackamas.edu](mailto:purchasing@clackamas.edu)

Each submittal shall list a responsible person and email address where that person can be reached if contact is necessary during the RFB review.

**1.15 Amendments**

College reserves the right to amend the RFB prior to the date of submission. Amendments will be posted on the College Purchasing website at [http://www.clackamas.edu/Request\\_for\\_Proposals.aspx](http://www.clackamas.edu/Request_for_Proposals.aspx).

**1.16 Withdrawal**

If a contractor wishes to withdraw submittal, it must be withdrawn prior to the due date. A written request to withdraw must be signed by the authorized representative of the firm and sent to the Purchasing Agent, at the address specified above.

**Section 1: General Information****1.17 Protest Procedures****1.17.1 Solicitation Protest**

Prospective contractors may submit a written protest, or request for change, of particular solicitation provisions, specifications, or contract terms and conditions to the college no later than seven calendar days prior to the close of the solicitation. Such protest or request for change shall include the reasons for the protest or request, and any proposed changes to the solicitation provisions, specification, or contract terms and conditions. No protest against selection of a contractor or award of a contractor contract, because of the content of solicitation provisions, specifications or contract terms and conditions shall be considered after the deadline established for submitting such protest.

**1.17.2 Selection Protest**

Every contractor who submits a bid in response to an RFB shall be copied with the selection sent to the qualified, responsive, and lowest cost contractor. A contractor, who has submitted a bid and claims to have been adversely affected or aggrieved by the selection of a competing contractor, shall have *seven calendar days after receiving the notice of selection to submit a written protest* of the selection to the College Purchasing Agent. To be adversely affected or aggrieved, a protester must claim that the protester was the highest ranked contractor eligible for selection, i.e., the protester must claim that all other contractors were ineligible for selection because their bids were non-responsive or the contractors non-responsive. The College shall not consider a selection protest submitted after seven calendar days from the notice of selection.

**1.17.3 Protest Review**

The Purchasing Agent shall have the authority to settle or resolve a written protest submitted in accordance with sections 1.17.1 and 1.17.2. The Purchasing Agent shall promptly issue a written decision of the protest.

**1.17.4 Protest Submission**

All protest submissions shall be clearly identified and submitted to:

Elizabeth Cole, Purchasing Agent  
Business Office, Barlow Hall, Room 208  
Clackamas Community College  
19600 Molalla Avenue  
Oregon City OR 97045  
Ph. 503-594-3086  
[purchasing@clackamas.edu](mailto:purchasing@clackamas.edu)

**1.18 Public Information**

All submittals are public information after the opening and all protests are public information after the protest period ends. Any person may request copies of public information. If any part of a submittal or protest is considered a trade secret, the bidder



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must clearly designate that portion as confidential in order to obtain protection, if any, from disclosure at the time of submission. Price is not considered a confidential item. In the event of a public records request, firms will be notified prior to the release of any information.

**1.19 Other Government Agency Participation**

The bidder submitting this proposal agrees to extend identical prices and services under the same terms and conditions to all regional public agencies. Quantities stated in this proposal reflect Clackamas Community College only. Each participating agency will execute its own contract with the lowest responsible/responsive bidder for its requirements.

Any proposer, by written notification included with their proposal, may decline to extend the prices and terms of this proposal to any, and/or all public agencies.

**SECTION 2. SCOPE OF SERVICES/WORK****2.1 Scope of Services/Work**

The Contractor and/or Vendor shall provide Construction Services and equipment for Replacement of RTU-6 and associated air cooled chiller unit at the Clackamas Community College Wilsonville Campus (29353 SW Town Center Loop E, Wilsonville, OR 97070) . By submitting RFB the Contractor and/or Vendor will bid the project per construction documents and specifications.

This project will involve working and coordinating with the College (Campus Services).

2.1.1 Special Inspections shall be paid for by CCC.

2.1.2 The Wilsonville Campus consists of training spaces, classrooms, and faculty offices and private offices. The building will be occupied during the construction activities for this project. The Contractor and/or Vendor shall provide a plan for maintaining access to the building during the project with minimal impacts.

**2.2 Background**

Clackamas Community College (CCC), founded in 1966, is a values-driven, student-centered organization whose mission guides its collective decision making. Over 90 career and technical programs are offered, including associate degrees, college transfer degrees, career technical education, literacy/basic skills, community education, business training, and partnership for four-year degree completion programs. The CCC main campus is located in Oregon City with branch campuses in Milwaukie and Wilsonville.

In November 2014, Clackamas Community College District voters approved a \$90-million-dollar bond for the purpose of constructing four new buildings, providing remodeling and renovation to existing buildings, and addressing deferred maintenance items. The college also has \$32 million dollars in state match along with other grants, bond interest and premiums for a total of \$138 million dollars.

The Wilsonville RTU-6 replacement project is one of deferred maintenance projects to be implemented on the CCC campuses.

**2.3 Project Description**

The Wilsonville RTU-6 Replacement Project will involve the removal of the existing and installation of a new air handler and air-cooled chiller on the roof of the building.

The scope for the RTU-6 replacement project has been noted in the construction documents (Exhibit D). The notes are intended to call out information that pertains to the RTU-6 replacement project, but does not represent an exhaustive list of all details, specifications, instructions, etc. that could be relevant. It is the contractor's responsibility to review the plans and submit inquires and questions and defined in this RFB.

**Section 2: Scope of Services**

**2.4 Anticipated Project Timeline**

- |   |             |
|---|-------------|
| 1. Shop drawings, submittal review, material lead times | March 2023  |
| 2. Mobilization:  | July 2023   |
| 3. Start of replacement work:                           | August 2023 |
| 4. Completion:  | Sept 2023   |
| 5. Closeout:  | Oct 2023    |