



Invitation to Bid

Washington HVAC

ITB 24-56-17

Bid Due No Later Than 2:00 p.m. on March 5th, 2024

Purchasing/Distribution Center
900 Kenyon St. Medford OR 97501
Telephone: (541) 842-3780

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MSD GENERAL CONDITIONS
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INVITATION TO BID

Notice is hereby given that bids will be accepted by the Medford School District for the Washington HVAC project on Tuesday March 5th no later than 2:00 p.m. at 900 Kenyon St., Medford, OR 97501. The project will be awarded to one contractor based on the lowest bid.

PRE-BID CONFERENCE

There will be an optional walk-through and pre-bid meeting on Friday, February 16th at 9:00 a.m. at Washington Elementary School located at 610 S. Peach Street, Medford, OR 97501. Check in at the office upon arrival.

SCOPE

The purpose and intent of this Invitation to Bid is to establish a firm fixed price contract with one qualified source to provide all labor, materials and equipment to complete the project. The project consists of furnishing and installing all materials and equipment pertaining to the unit. This includes items of a minor nature necessary to complete the installation for a fully functional system.

Provide all labor and materials for the removal, disposal and replacement of one new package unit.

The current unit sizes will be verified onsite and will be replaced by a unit specifically sized by our engineer. We would like a 30 ton unit at a minimum.

The contractor responsibilities include:

1. Obtaining all required permits from governing agencies.
2. Removing and installing the gas lines and valves where applicable.
3. Removing and disposing of old unit.
4. Purchasing of equipment listed below:

Hydronic heat with DX cooling rooftop package unit with an outside air economizer, barometric relief unit with compressor, crank case heaters for low ambient protection, internal air filter frame, hinged air filter access door and locking latches, photoelectric smoke detector installed in the new package unit with plenum mounted sampling tubes, 208 Volt / 3 Phase.

5. New unit will need a BACnet communications card
6. Curb modifications
7. Run new condensate lines as required by code
8. Remove existing low voltage wiring and install new 10 conductor thermostat wire from unit to stat location
9. Roofing repairs to meet roofing manufacture requirements to maintain roofing warranty
10. Supply 1-year warranty on the unit and a 5-year warranty on the compressor and all associated documents
11. Include unit manufacturer and model in bid documents
12. Confirm unit capacities. This can be done at the walk-through
13. Documented start-up data
14. Medford School District will secure a separate contract with Johnson Controls to reconnect new units with the existing BAS system.
15. The District will supply Structural Engineering Analysis.
16. The project can start as early as March 11, 2024 and must be completed and operational by June 30, 2024.

GENERAL NOTES

- The district will not remove and install the high voltage wiring for this job. It will be the contractor's responsibility.
- The contractor will be required to pull the Mechanical permit.
- Clean-up of construction debris is the contractor's responsibility.
- Roof Traffic: No work on the roof shall occur until protective plywood is laid down any where walking, placement of equipment or placement of materials may occur.

- Roof Repair: Contractor shall keep the roof in good repair and make every effort to prevent leaks from occurring from construction activity on roof. At end of project, Contractor shall make all repairs necessary to stop leaks wherever construction traffic has occurred.
- Provide a written one year warranty to cover 100 percent labor and material to make necessary repairs of leaks that can be attributed to the work traffic on roof as a result of this Contract.

The District will contract separately with Johnson Control's local branch office to provide the following:

- Provide a fully functional DDC system to match the existing MSD DDC system.
- Provide installation, wiring, check out, and commissioning
- Color Graphics. You should be able to use existing Graphics. Clarify any changes that are made.
- Engineering
- Submittal wiring diagrams
- DDC Points for the Unit as follows:
- DDC controllers
- Supply air sensor AI
- Start / stop DO
- Current proof DI
- Heating cycle DO
- Cooling cycle DO
- Economizer enable DO

ELECTRICAL/PLUMBING STANDARDS: A Licensed Journeyman Electrician shall complete all Electrical installations. These include, and are not limited to all of the procedures listed below. This Electrician is responsible for the complete electrical installation. A Licensed Journeyman Plumber shall complete all installations with Pipe containing water, or gas.

Standard Electrical Installation Procedure for HVAC Equipment for 208, 240, 480 single and 3 phase installations:

- All breakers are to be sized no larger than full load as listed on the equipment.
- If it is not factory installed, there shall be a disconnecting means installed at the equipment and shall be rated for wet locations. The disconnecting means shall be of the knife blade type.
- Where approved by the facility manager or maintenance manager it shall be acceptable to leave the existing breaker at the service if it is larger than the size listed on the equipment, as long as wire size is correct, stranded and in good condition. A fused disconnecting means shall be installed at the equipment that is fused not larger than the maximum amperage listed on the equipment.
- Conduits are to be continuous from enclosure to enclosure, there is to be no separation in conduits. This includes but is not limited to existing conduits.
- All conduits installed in locations subject to wet or damp locations shall have fitting listed for wet locations.
- All conduits shall be supported at maximum intervals of 10 feet where installed and mounted to the building structure.
- Where conduits are installed on stand-off devices and are EMT, they shall be supported at intervals not to exceed 5 feet.
- "Nailers" are not acceptable as support for conduit. Only one hole straps, two hole straps, Kindorf or strut clamps, and conduit hangers will be used to support conduit and shall be fastened to the structure with screws, bolts or expandable fasteners.
- Where flexible conduits are installed they shall have an outer liquid tight, nonmetallic, sunlight-resistant jacket over an inner flexible metal core.
- All fittings associated with flexible conduit shall be steel. Thomas and Betts or equivalent.
- Conductors are to be installed from the breaker continuous to the equipment disconnecting means, no splices are allowed.
- There shall be an equipment ground installed from where the branch circuit feeds the installed equipment and it shall be of the size listed in table 250-122 of the NEC.

- All conduits shall have an equipment ground installed and shall be of the correct size as listed in table 250-122 of the NEC.
- All conductors shall be sized according to the NEC and shall be stranded copper.
- All work shall be in a neat and workmanship like manner and shall comply with the NEC.
- Everything must properly identified, both wire and disconnecting means.
- Any change or deviation in this procedure will need to be approved by Facilities Manager.

Plumbing Installation Procedure:

- All installations are to be UPC compliant.
- All installations shall be straight level and plumb.
- All equipment and roof penetrations shall be made in a manner to prevent leaks.
- The Plumber is responsible for the complete plumbing installation.
- The installation shall be in a neat and workmanship type manner.

INSTRUCTIONS TO BIDDERS

BIDS: Bids shall be in accordance with the specifications and other contract documents on file in Purchasing Department Office, phone 541.842.3780. All bids shall be addressed to the attention of the Purchasing Coordinator, Medford School District 549C, 900 Kenyon St., Medford, OR 97501. Bids shall be mailed or submitted in person to the address below.

CONTACT: Pam Thoren, Purchasing Coordinator
 ITB 24-56-17
 900 Kenyon St.
 Medford, OR 97501
 541-842-3780

CANCELLATION: The Medford School District reserves the right to cancel this invitation or reject any and all bids submitted or to waive any minor formalities of this call, if in the judgment of the School Board the best interest of the District would be served. No proposer may withdraw his/her bid after the hour set for the opening thereof, unless the award of contract is delayed for a period exceeding thirty (30) days.

LATE BIDS: Bids received after the scheduled closing time will be returned to the respondent unopened.

QUESTIONS AND CLARIFICATIONS: Questions, interpretations or clarifications of this ITB must be requested in writing. All questions should be directed to Pam Thoren, Purchasing Coordinator at Pam.Thoren@medford.k12.or.us Oral instructions or information concerning the ITB given out by district employees or agents to prospective Respondents shall not bind the District.

EXTRA CHARGES: The bid price shall be for the complete delivery, ready for Medford School District use, and shall include all applicable charges; extra changes will not be allowed.

INSURANCE: Successful Respondent shall be required to provide the School District with a certificate of insurance verifying that the successful Respondent has all of the following insurance coverages and endorses the School District as an additional insured: professional liability insurance, commercial general liability insurance, automobile liability insurance, and worker’s compensation insurance, each in an amount not less than required by the School Districts Policies.

ADDENDA: The District shall make interpretations, corrections, or changes of the Bid Documents in writing by published Addenda. Any changes and/or addenda to this solicitation will be posted on the Medford School District (MSD) website at <https://www.medford.k12.or.us/departments1/purchasing-and-distribution-center> failure to acknowledge all addenda may result in declaration of your bid as non-responsive.

CERTIFICATION AS AN EEO AFFIRMATIVE ACTION EMPLOYER: Successful Respondent must abide by a policy of Equal Employment Opportunity Affirmative Action.

EQUAL OPPORTUNITY EMPLOYER: The Medford School District is committed to providing equal opportunities to State of Oregon certified Minority, Disadvantaged and Women’s Business Enterprises in contracting activities. (OAR

445-050- 0001 to 445-050-0090, State of Oregon). This contract is for public works subject to ORS 279C.800 to 279C.870 (the Oregon Prevailing Wage Rate Law).

LOCAL CONTRACTING: The School District prefers goods or services that have been manufactured or produced by a Local Business. The District desires to employ local businesses in the purchase, lease, or sale of any personal property, public improvements or services. The District wants the residents of the State of Oregon to benefit from optimizing local commerce and services, and the local employment opportunities they generate.

RESIDENT RESPONDENT: Respondents will be required to attest as to whether they are a resident or non-resident Respondent as defined in ORS 279A.120.

CONFLICT OF INTEREST: A Respondent submitting qualifications thereby certifies that no officer, agent or employee of the School District who has a pecuniary interest in this ITB has participated in the contract negotiations on the part of the School District, that the submission is made in good faith without fraud, collusion or connection of any kind with any other Respondent of the same ITB, and that the Respondent is competing solely in its own behalf without connection with or obligation to, any undisclosed person or firm.

CONFLICTS IN DOCUMENTS: In the event of a conflict or discrepancy among the Contract Documents, interpretations will be based on the following priorities:

1. Invitation to Bid.
2. Addenda, with those of later date having precedence over those of earlier date.
3. Signed Change Orders.
4. Signed Agreement.
5. Modifications to the General Conditions.
6. MSD General Conditions for Public Improvement Contracts.
7. AIA General Conditions.
8. Schedules.
9. Drawings & Specifications:
 - a. In the case of inconsistency between Drawings and Specifications or within either Document not clarified by addendum, the better quality or greater quantity or more appropriate installation of Work shall be provided in accordance with the Architect's interpretation.
10. Large Scale Drawings.
11. Small Scale Drawings.

CONFIDENTIALITY: All information submitted by Respondents shall be public record and subject to disclosure pursuant to the Oregon Public Records Act (ORS 192.410 et seq.), except such portions of the submittals for which Respondent requests exception from disclosure consistent with Oregon Law. Any portion of qualifications submission that the Respondent claims constitutes a "trade secret" or is "confidential" must meet the requirements of ORS 192.501, ORS 192.502 and/or ORS 646.461 et seq. If the entire submittal is marked as constituting a "trade secret" or being "confidential," at the District's sole discretion, such a Bid may be rejected as non-responsive.

CONSERVATION: Medford School District seeks to acquire supplies and services that promote resource conservation and reduce both greenhouse gas emissions and energy consumption. Energy and water efficient products and services will be considered in all district contracts and procurements.

When contracting for services or construction that will include the provision of energy-consuming products, agencies shall specify products that comply with the applicable ENERGY STAR or other recognized efficiency rating programs. These products if financially feasible, will be given preference over less efficient products. Contract holders will adhere to the new construction, renovations and purchasing requirements outlined in the MSD Conservation and Sustainability policy <https://www.medford.k12.or.us/departments1/facilities-grounds/energy-conservation>.

AWARD: The award of this contract will be made by the District on the basis of the bid which, in the District's sole and absolute judgment, will best serve the best interests and needs of the District. The District reserves the right to accept or reject any or all the bids, and waive as an informality any immaterial irregularities in the bids received.

APPEALS AND PROTEST OF AWARD: Adversely affected or aggrieved Bidders shall have seven (7) calendar days from the date of the Intent-to-Award Announcement within which to file a written protest. All appeals must be in writing

and physically received by the Purchasing Manager no later than 10:00 a.m. on the seventh (7th) calendar day after the date of the Intent-to-Award Announcement or Bid Results are posted to the website.

APPEAL OF AWARD TO ITB NO. 24-56-17
Medford School District
Purchasing
900 Kenyon St.
Medford OR 97501

Protests submitted after that date will not be considered. Protests must specify the grounds upon which the protest is based. OAR 137-048-0240(2).

In order to be an adversely affected or aggrieved Bidder, the Bidder must claim to be eligible for award of the Contract as the lowest responsible and responsive Bidder and that any and all lower Bidders are ineligible to receive Contract award.

An actual Bidder who is adversely affected or aggrieved by the award of the Contract to another Bidder may protest award, in writing, within the timeline established. The written protest shall state the grounds upon which the protest is based. No protest of award shall be considered after the deadline.

Protests must specify the grounds for the appeal including the specific citation of law, rule, regulation, or procedure upon which the protest is based. The judgment used in scoring by individual evaluators is not grounds for appeal. No protest against award shall be considered because of the content of solicitation terms and conditions, contract terms and conditions or Specifications after the deadline established for submitting protests of solicitation terms and conditions, contract.

GENERAL CONDITIONS

We adhere to the MSD General Conditions for all our construction projects.

Any modifications to the General Conditions are listed under MODIFICATIONS.

MODIFICATIONS TO THE MSD GENERAL CONDITIONS: These modifications to the General Conditions are a part of and are incorporated in the Contract Documents and modify, delete, add, and replace provisions of the General Conditions. Provisions not altered remain in effect. All terms defined elsewhere in the Contract Documents shall have the same meaning in these Modifications to the General Conditions.

CONTRACTOR'S LIABILITY INSURANCE: The following new subparagraph is replacing paragraph 2 and 3 in the State of Oregon General Conditions Section G.3.4.1:

General Liability insurance is required by the District with a combined single limit, or the equivalent, of not less than **\$2,000,000** each occurrence, **\$4,000,000 for multiple claimants**, for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the State of Oregon, Medford School District (Agency) and their divisions, officers and employees are Additional Insureds but only with respect to the Contractor's services to be provided under this Contract;

Automobile Liability insurance is required by the District with a combined single limit, or the equivalent, of not less than the Oregon Financial Responsibility Law (ORS 806.060), **2,000,000** each accident or **\$4,000,000** for multiple claims, for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable.

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 Medford School District (Agency).

Certificates of insurance. As evidence of the insurance coverages required by this contract, the Contractor shall furnish acceptable insurance certificates to Medford School District (Agency) prior to its issuance of a Letter of Intent. The certificate will specify all of the parties who are Additional Insureds. Insuring companies or entities are subject to State acceptance. If requested complete copies of insurance policies, trust agreements, etc. shall be provided to the State. The Contractor shall be financially responsible for all pertinent deductibles, self-insured

retentions and/or self-insurance.

ITB DOCUMENTS AND BID SET may be picked up by the following methods:

Calling: 541-842-3780

E-mailing: Pam.Thoren@medford.k12.or.us

Downloading from: <https://www.medford.k12.or.us/departments1/purchasing-and-distribution-center>

TIME TABLE

Issuance of ITB	February 9, 2024	
Prebid Meeting and Site Walk	February 16, 2024	9:00 a.m.
Last Questions Due	February 26, 2024	2:00 p.m.
Last Addendum Issued	February 27, 2024	2:00 p.m.
Bid Due	March 5, 2024	2:00 p.m.
Intent to Award	March 7, 2024	

The District reserves the right to deviate from this schedule.

DATE OF RETURN: March 5, 2024 no later than 2:00 p.m.

It is the sole responsibility of the firm to ensure that their bid is received prior to the above time.

Attn: Pam Thoren • ITB 24-56-17
Medford School District 549c
Facilities Office
900 Kenyon St.
Medford, Oregon 97501

DEFINITIONS

The following definitions shall apply to the various titles used in these Documents:

Owner: Medford School District 549C
Attn: Andy Chasteen
900 Kenyon St.
Medford, OR 97501

Site: Washington Elementary School
610 S. Peach Street
Medford, OR 97501

Bid: A competitive offer, which is binding on the offerer, in which price, delivery (or project completion), and conformance to specification and the requirements of the Invitation to bid, will be the predominant award criteria.

Bidder: An individual, firm, or corporation, who submits a Bid in response to a contracting agency's request.

Contract Documents: These bid Documents form the contract. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Document shall not be construed to create a contractual relation of any kind (1) between the Engineer and Contractor, (2) between the Owner and a Subcontractor, (3) between the Owner and Engineer, or (4) between any person or entities other than the Owner and contractor. The Engineers shall, however, be entitled to performance and enforcement of obligations under the contract intended to facilitate performance of the Engineers duties. It is the intent to issue only one Contract for each project, even though several different trades may be involved. Therefore, only those Bidders qualified by registration and experience should Bid multi-trade projects.

The Work: The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be

provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Contract.

The Project: The Project is the total construction of which the Work performed under the Contract Documents may be whole or a part and which may include construction by the Owner or by separate contractors.

The Drawings: The Drawings are graphic and pictorial portions of the Contract Documents showing the design, location, and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

The Specifications: The Specifications are that portions of the Contract Documents consisting of the written requirements for materials, equipment systems, standards, and workmanship for the Work, and performance of related services.

The Project Manual: The Project Manual is a volume assembled for the Work which may include bidding requirements, sample forms, Conditions of the Contract, Drawings, and Specifications.

Request for Information (RFI): Contractor report form for a request for information to clarify any errors, inconsistencies or omissions discovered in the Contract Documents.

Shop Drawings: Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work

Product Data: Product Data are illustrations, stand schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

Sub-system Contractors: The successful Bidder will be awarded the Contract/Contracts. Subcontractors will be responsible to this Contractor.

BIDDING PROCEDURE

EXAMINATION OF SITE AND CONTRACT DOCUMENTS: Bidders shall carefully examine the documents and the construction Site to obtain first-hand knowledge of existing conditions. Submit Bid with the understanding that prior to submission of Bid, Bidder has become acquainted with the requirements of the Contract Documents, the Site, and has obtained all information essential for completion of the work on or before the date specified. The Bidder shall not, at any time after the submission of Bid, set up any claims whatsoever based upon insufficient data or incorrectly assumed conditions. Nor shall Bidder claim any misunderstanding in regard to the nature, conditions, or character of Work to be done under the contract, and shall assume all risks resulting from any changes in conditions which may occur during the progress of the Work. Contractors will not be given extra payments for conditions which can be determined by examining the Site and Contract Documents.

INTERPRETATION OF DOCUMENTS: The Owner will not be responsible for oral clarification. Submit in writing to the Owner, all questions regarding the Contract Documents. Replies in the form of Addenda will be issued to all Bidders of Record and will become a part of the Contract.

CORRECT SIGNATURES: If the Bidder is an individual trading under their own or a fictitious name, the Bid shall be signed by the Authorized Individual of the Contractor, and the exact mailing address and telephone number shall be given. If someone other than the Authorized Individual signs the Bid, then a notarized Certificate of Authority signed by the Authorized Individual of the Contractor shall accompany the Bid.

If the Bidder is a firm or partnership trading under an individual or fictitious name, the Bid shall be signed by one or more partners with the exact names and mailing addresses of the firm or partnership members included. If someone other than a partner signs the Bid, then a notarized Certificate of Authority signed by all the partners shall accompany the Bid. If the Bidder is a corporation, the Bid proposal shall be signed by the President or Vice-President, or by an individual with a notarized Certificate of Authority shall accompany the Bid. Names, titles, telephone numbers, and business addresses of the president, secretary, and treasurer shall appear on the Certificate or Authority.

The corporate Bidder shall include the name of the state under which it is incorporated.

No agreement will be made with a Bidder who is a foreign corporation, or who is operating under a fictitious or assumed name, unless such Bidder has complied or agrees to comply with the proper qualifications and registration under the laws of the State of Oregon, and such compliance or agreement to comply has been communicated to the Engineer at the time of the Bid opening.

BID ASSURANCE: The Bidder is to agree not to withdraw their Bid for a period of 30 days after the scheduled closing time. If the Bid is accepted, Bidder shall execute an Agreement with the Owner and deliver the specified Performance and Payment Bonds.

BID SECURITY

Bid shall be accompanied by a Bid Bond or certified check, payable to the Owner, of not less than 10 percent (10%) of the total Base Bid.

Submit Bid Security with the understanding it shall guarantee that Bidder will not withdraw the Bid for a period of 30 days after the scheduled closing time. If the Bid is accepted, Bidder shall execute an Agreement with the Owner and deliver the specified Performance and Payment Bonds. In the event of withdrawal of the Bid within said period, failure to execute an Agreement, or failure to deliver Performance/Payment Bond within 10 days after receiving notice of acceptance of the Bid, the Bid Security will be forfeited.

The Bidder shall be liable to the Owner for the full amount of the Bid security as representing the damage to the Owner on account of the default of the Bidder in any particular hereof. The Bid Bond shall be satisfactory to the Owner and executed by a licensed bonding company doing business in the State of Oregon.

BACKGROUND CHECKS: Background checks are mandatory for all employees and contractors working on the site. It is the responsibility of the contractor to alert the School District of any changes to the list of employees including sub-contractors.

PREVAILING WAGE: Successful bidder 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). Successful bidder must pay applicable prevailing wage rates. The applicable prevailing wage rates are those in effect at <https://www.oregon.gov/boli/employers/pages/prevailing-wage.aspx> at the time the initial specifications are first advertised for bid solicitations. Current applicable rates can be viewed at ORS 279C.830(1); OAR 839-025-0020(4) and (5) **Contractors are to use "Prevailing Wage Rates for Public Works Contracts in Oregon BOLI Rates" January 5, 2024 Rate Schedule.** If Federal Funds are being used the Contractor must adhere to the "Davis-Bacon Act" rates.

DAVIS-BACON PROJECT: Because the project involves federal funds, this ITB and the resulting Contract are subject to federal Davis-Bacon Act requirements in addition to BOLI requirements. The Contractor shall pay the higher of the BOLI wage rates and fringe benefits, as identified in the BOLI wage rate booklet, or the federal wage rates and fringe benefits listed in the publication "General Wage Determinations Issued under the Davis-Bacon and Related Acts" that is last published prior to the Bid Closing date set forth in this ITB. Bidders may obtain the applicable federal rates through the following U.S. Department of Labor link: <https://wdolhome.sam.gov/> Bidders are advised that federal Davis-Bacon rates may be amended at any time prior to Bid Closing and that contractors remain responsible for meeting federal Davis-Bacon Act requirements and State of Oregon prevailing wage rate requirements.

ADVANCED PAYMENTS & DEPOSITS: Medford School District 549c will not provide advanced payments/deposits for goods or services.

X. BOLI CONTRACTOR RESPONSIBILITIES

Filing A Public Works Bond With Construction Contractors Board: Contractors and subcontractors must file a \$30,000 public works bond with the Construction Contractors Board (CCB) before beginning work on a public works project. The public works bond must provide that the contractor or subcontractor will pay claims ordered by the bureau to workers on public works projects. Unlike other required payment and performance bonds, the public works bond remains in effect continuously and covers all public works projects worked on during the duration of the

bond. ORS 279C.836(1) OAR 839-025-0020(4)(e).

Before allowing a subcontractor to start work on a public works project, the contractor must ensure the subcontractor has filed a public works bond with the CCB. This information can be found on CCB's website at www.oregon.gov/ccb (under the Contractor License Search section). ORS 279C.836(2)

Any person that is required to pay prevailing wages on a public project must file a public works bond with the CCB. This is the case even if the employer does not have a CCB license. For example, non-construction companies such as temporary employment agencies are not required to have a CCB license, but if they employ workers on a public works project, they will have to pay those workers the appropriate prevailing wage rate and will therefore be required to file a public works bond with the CCB. ORS 279C.836(4)

An exemption from this requirement is allowed for certified disadvantaged, minority, women or emerging small business enterprises, for the first year of certification. Such an enterprise must provide the CCB with written notification of its certification. In addition, the business enterprise must notify the public agency and the prime contractor that a public works bond has not been filed by the business enterprise. ORS 279C.836(7)

In some cases of emergency, if declared in accordance with rules adopted under ORS 279A.065, the requirement for filing a public works bond with CCB may be excused. ORS 279C.836(9) Adopted ORS 279A.065, ORS 279A.010(f)

A contractor or subcontractor may elect not to file a public works bond as required under subsection (1) of this section for any public works project for which the contract price does not exceed \$100,000. 279C.836(8)

Public works bond forms can be found on BOLI's web site at www.oregon.gov/boli. Other forms, such as non-construction company forms and exemption forms, can be found on CCB's web site at www.oregon.gov/ccb.

Required Contract Language: Every contract and subcontract must contain a provision that states the workers will be paid not less than the applicable prevailing wage rate for the type of work being performed. ORS 279C.830(1)(c); OAR 839-025-0020(3)

Payment of Prevailing Wages: Contractors and subcontractors must pay workers on public works projects no less than the applicable prevailing rate of wage for the type of work they perform. ORS 279C.840; OAR 839-025-0035(1)

Contractors are to use "Prevailing Wage Rates for Public Works Contracts in Oregon BOLI Rates" January 5, 2024 Rate Schedule. Except for CM/GC contracts, the rates in effect at the time the initial specifications are first advertised for bid solicitations are the rates that apply for the duration of that project. OAR 839-025-0020(4)(a) (See Section (7) of this rule for CM/GC related information.)

Required Postings: Prevailing Wage Rates;

Each and every contractor and subcontractor must post the applicable prevailing wage rates and fringe benefit plan information in a conspicuous place at the work site so workers have ready access to the information. ORS 279C.840(4); OAR 839-025-0033(1)

Details of Fringe Benefit Programs: Contractors and subcontractors must post the details of all fringe benefit plans or programs if any contributions are made to a third party for fringe benefits. The posting should include a description of the plan, information about how to file a claim and where to obtain more information. ORS 279C.840(5); OAR 839-025-0033(2)

Work Schedule: Contractors and subcontractors must give workers the regular work schedule (days of the week and number of hours per day) in writing, before beginning work on the project. Contractors and subcontractors may provide the schedule at the time of hire, prior to starting work on the contract, or by posting the schedule at the work site, along with the prevailing wage rate information and any fringe benefit information. If an employer fails to give written notice of the worker's schedule, the work schedule will be presumed to be a five-day schedule. The schedule may only be changed if the change is intended to be permanent and is not designed to evade the PWR overtime requirements. ORS 279C.540(2); OAR 839-025-0034

Certified Payroll: Filing Requirements

Every contractor and subcontractor on a covered project must file certified payroll records with the contracting agency. Contractors and subcontractors must complete a certified payroll statement for each week a worker is

employed on a public work. These certified payroll statements must be submitted once a month, by the fifth business day of the following month, to the contracting agency. ORS 279C.845; OAR 839-025-0010

Certified Payroll Form: To help contractors and subcontractors satisfy the filing requirement, Form WH-38 is included in each PWR rate book, and can also be found on BOLI's web site at www.oregon.gov/BOLI. BOLI does not require contractors and subcontractors to use this form, but they must supply all information the form requests, and this information must be certified. Contractors and subcontractors using their own forms or reports can comply with the certification requirement by attaching and completing a copy of the certified statement from the WH-38 form to their filing.

PROPOSAL FORM
MEDFORD SCHOOL DISTRICT 549C
(MUST BE RETURNED WITH BID)
ITB 24-56-17 Washington HVAC
The following Bid Form shall be part of Contract Work
Bid Closing March 5, 2024, 2:00 p.m.

The Undersigned, having visited the Site of the proposed construction and having become familiarized with the conditions affecting the cost of the Work and all requirements of the Contract Documents, hereby proposes and agrees to provide any and all labor, materials, equipment, transportation, and services, and perform all work for the Washington HVAC Project. The Undersigned also agrees to perform all Work in strict accordance with the Plans and Specifications included in the Contract Documents and any Addenda issued prior to Bid closing date.

The Undersigned further agrees not to withdraw the Bid for a period of thirty (30) days after the scheduled closing time. If awarded the Contract, the Undersigned further agrees to be bound by the Agreement with the Owner.

Bidder has made inspection of Sites: Yes _____ No _____

Bidder's Name _____

Bidder's Address _____

Federal Tax I.D. # _____

Responders must hold current State Licensing applicable to any work they may be performing.

City of Medford Business License # _____

State of Oregon CCB # _____ Expiration Date _____

Telephone _____

If Firm Is Corporation, State in Which Incorporated _____

Signature of Bidder

Signing Officer _____

Office Held _____ Date _____

If a Partnership, Members of Firm _____

Corporate Seal

BID FORM
MEDFORD SCHOOL DISTRICT 549C
(MUST BE RETURNED WITH BID)
Washington HVAC

The following Bid Form shall be part of Contract Work
Bid Number: ITB 24-56-17 • Bid Closing: March 5, 2024
Time: 02:00 p.m.

Contractor: _____

Address: _____

Date: _____

The Undersigned, having visited the Sites of the proposed construction and having become familiarized with the conditions affecting the cost of the work and all requirements of the contract documents, hereby proposes and agrees to provide any and all labor, materials, equipment, transportation, and services, and perform all work for the Washington HVAC. The Undersigned also agrees to perform all work in strict accordance with the plans and specifications included in the contract documents and any addenda issued prior to bid closing date.

The undersigned further agrees not to withdraw the bid for a period of thirty (30) days after the scheduled closing time. If awarded the contract, the undersigned further agrees to be bound by the agreement with the owner.

24-56-17 Washington HVAC

Bid for the Washington HVAC Project: All materials, services, and equipment necessary for completion of the Work shown on the Drawings and/or the Specifications.

Washington HVAC

_____ Dollars (\$ _____)
(Base Bid Price in Words) (Numerically)

Unit Manufacturer _____

Unit Model _____

_____ Date _____
Signature of Bidder

**SIGNATURE PAGE
(MUST BE RETURNED WITH BID)**

SIGNATURE OF FIRM'S DULY AUTHORIZED REPRESENTATIVE FOR THIS PROPOSAL MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF THE FIRM; ANY ALTERATIONS OR ERASURES TO THIS PROPOSAL MUST BE INITIALED IN INK BY THE UNDERSIGNED AUTHORIZED REPRESENTATIVE.

The undersigned agrees and certifies that he or she:

1. Has read and understands all bid instructions, specifications, and terms and conditions contained herein;
2. Is an authorized representative of the bidder, that the information provided in this bid is true and accurate, and that providing incorrect or incomplete information may be cause of bid rejection or contract termination;
3. Is bound by and will comply with all requirements, specifications, and terms and conditions contained herein; and
4. Will furnish the designated item(s) and/or service(s) in accordance with the contract if awarded to bidder;
5. Bidder will provide its federal tax identification number or social security number with proposal submission.

Authorized Signature: _____

Title: _____

Company Name: _____

Date: _____

FEIN ID# or SSN# (required): _____

ADDENDA RECEIPT

Acknowledge receipt of all addenda. This proposal includes all work indicated and specified in the following Addenda which were received during the time of bidding.

Addendum No. ____ Date: _____ Addendum No. ____ Date: _____

Addendum No. ____ Date: _____ Addendum No. ____ Date: _____

Return Pages 13-17 as your bid. Page 18 must be returned by 4:00 p.m. the day of the bid opening.

Performance Bond and Labor-Material Payment Bond are due at the award of contract.

PERFORMANCE BOND AND LABOR-MATERIAL PAYMENT BOND

(MUST BE RETURNED WITH BID)

The successful Bidder shall be bonded by Performance Bond and Labor-Material Payment Bond, each in an amount equal to 100% of the Contract. The bonds shall be satisfactory to the Owner and executed by a licensed bonding company doing business in the State of Oregon. The Bid shall include the cost of such Bonds. Deliver required bonds to Owner not later than the date of execution of the Agreement. Submit, with Bid, evidence satisfactory to the Owner that such bonds will be issued. The attorney who executes the required bonds on behalf of the surety shall affix to the bonds a certified and current copy of his/her power of attorney indicating the monetary limit of such power.

The surety requested to issue the Performance Bond will be

(Name of Surety Company - not insurance company)

Agent _____ Phone number _____

The Undersigned hereby authorizes said surety company to disclose any information to the Owner concerning the undersigned's ability to supply a Performance Bond in the amount of the contract.

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM
(ORS 279C.370)

Bids which are submitted by Bid Closing, but for which a required disclosure submittal has not been made by the specified Disclosure Deadline, are not responsive and shall not be considered for Contract award

AGENCY SUPPLIED INFORMATION:

PROJECT NAME: Washington Elementary HVAC		
BID #: 24-56-17	BID CLOSING:	Date: 3/5/24 Time: 2:00 p.m.
REQUIRED DISCLOSURE DEADLINE:		Date: 3/5/24 Time: 4:00 p.m.
Deliver Form To (Agency): Medford School District 549C		
Designated Recipient (Person): Pam Thoren		Phone #: (541) 842-3780
Agency's Address:	900 Kenyon St. Medford Or 97501	

INSTRUCTIONS:

The contracting agency will insert "N/A" above if the contract value is not anticipated to exceed \$100,000. Otherwise this form must be submitted either with the bid or within two (2) working hours after the advertised bid closing date and time; but no later than the DISCLOSURE DEADLINE stated above.

It is the responsibility of bidders to submit this disclosure form and any additional sheets, with the bid number and project name clearly marked, at the location indicated by the specified disclosure deadline. See "Instructions to Bidders".

List below the Name, Category of Work add Dollar Value for each first-tier subcontractor that would be furnishing labor, or labor and material, for which disclosure is required. Enter the word "NONE" if there are no first-tier subcontractors subject to disclosure. ATTACH ADDITIONAL SHEETS IF NECESSARY.

BIDDER DISCLOSURE:

	SUBCONTRACTOR NAME	CATEGORY OF WORK	DOLLAR VALUE
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____

The above listed first-tier subcontractor(s) are providing labor, or labor and material, with a Dollar Value equal to or greater than:

- a) 5% of the total Contract Price, but at least \$15,000. [If the Dollar Value is less than \$15,000 do not list the subcontractor above.]
- or
- b) \$350,000 regardless of the percentage of the total Contract Price.

Form Submitted By (Bidder Name): _____

Contact Name: _____ Phone #: _____