



MEDFORD SCHOOL DISTRICT 549c

INVITATION TO BID

Outdoor Eating Spaces Oak Grove and/or Hoover

24-00-06

SUBMIT TO:
Medford School District 549C
Jackie Flory
900 Kenyon St. Bldg. A
Medford, or 97501

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DOCUMENTS AVAILABLE ON OUR WEBSITE: SAMPLE CONTRACT
MSD GENERAL CONDITIONS
AIA GENERAL CONDITIONS
OAK GROVE LANDSCAPE DRAWINGS
OAK GROVE STRUCTURAL DRAWINGS
HOOVER LANDSCAPE DRAWINGS
HOOVER STRUCTURAL DRAWINGS (To be issued by Addendum)
HOOVER TRASH ENCLOSURE

I. INVITATION TO BID

Notice is hereby given that bids will be accepted by the Medford School District at the Facilities Department, located at 900 Kenyon St., Medford, OR 97501 no later than 2:00 p.m. on April 17, 2024.

II. OPTIONAL PRE-BID MEETING

There will be an optional pre-bid meeting on March 27, 2024 at 10:00 a.m. Meeting will be held at Oak Grove Elementary School located at 2838 W. Main St., Medford OR 97501. Please meet at the gate that leads to the back field. Following the meeting at Oak Grove Elementary School, the meeting will continue at Hoover Elementary School at 2323 Siskiyou Boulevard, Medford, OR 97504.

III. THE PURPOSE

The purpose and intent of this Invitation to Bid is to obtain bids from qualified contractors to supply and install (1 or 2) one or two Outdoor Eating Spaces approximately 40' x 60', per MSD specifications and design. The locations will be Oak Grove Elementary School and Hoover Elementary School.

Construction of these spaces must be completed no later than August 9, 2024. To achieve this completion date, each project may be awarded separately based on the lowest price. If a single bidder is awarded both locations, we will ask the winning bidder to evaluate the projects and select one, or to provide a defined timeline to obtain both sites with a timely conclusion. If it is decided that one contractor cannot comply within the Districts timeline, we will award the second structure to the second lowest bidder at our discretion.

IV. INSTRUCTIONS TO BIDDERS

BIDS: Bids shall be in accordance with the specifications and other contract documents on file in the Purchasing Department Office, phone 541-842-3780. All bids shall be addressed to the attention of the Purchasing Manager, Medford School District 549C, 900 Kenyon St., Medford, OR 97501. Bids shall be placed in an envelope which is sealed and which clearly states the name of the bidder, the date of the bid opening, and appropriate wording to indicate definitely the nature of the contents. Do not send bids by FAX or e-mail these bids will not be accepted.

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 judgement of the School Board the best interest of the District would be served. No bidder may withdraw his/her bid after the hour set for the opening thereof, unless the award of the 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 Jackie Flory, Purchasing Manager at Jackie.Flory@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 charges 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: commercial general liability insurance, automobile liability insurance, and worker compensation insurance, each in an amount not less than required in the Medford School District General Conditions.

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> Addenda will not be mailed out and it is the responsibility of the prospective Bidder to consult the website regularly until Bid closing to avoid missing any addenda. Failure to acknowledge all addenda may result in declaration of your bid as non-responsive.

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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: If the final evaluation scores are otherwise equal, 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 an 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 on 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://resources.finalsite.net/images/v1688546937/medfordk12orus/vkwnhaeg2k0b9ms3nscv/2016MSDConservationandSustainabilityPolicy.pdf>

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 judgement, 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 coordinator 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.
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 judgement 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.

ITB documents may be picked up by the following methods:

Calling 541-842-3780

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

Downloading from our website at <http://www.medford.k12.or.us/departments1/purchasing-and-distribution-center>

V. GENERAL CONDITIONS

We adhere to the MSD General Conditions for all of our construction projects. Any modifications to these conditions are listed under MODIFICATIONS.

CONTRACTOR'S LIABILITY INSURANCE: See MSD General Conditions for more information.

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 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.

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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.

LIQUIDATED DAMAGES: The following items are modified from the MSD General Conditions: Paragraph E.2.r (f) (h). The following items are modified from the Sample AIA documents: 3.3 Substantial Completion 3.3.3.

VI. TIME TABLE:

Issuance of ITB..... March 20, 2024
Optional Pre Bid Conference and Site Walk..... March 27, 2024 at 10:00 a.m.
Last Questions Due..... April 10, 2024 by 2:00 p.m.
Last Addendum Issued..... April 12, 2024 by 4:00 p.m.
Bid Due..... April 17, 2024 no later than 2:00 p.m.
Intent to Award..... April 18, 2024

The District reserves the right to deviate from this schedule.

VII. CONTACT INFORMATION:

All inquiries for information regarding Bid Submissions and Procurement Procedures should be directed to:

Jackie Flory, Purchasing Manager
Jackie.Flory@medford.k12.or.us

Pam Thoren, Purchasing Coordinator
Pam.Thoren@Medford.k12.or.us

VIII. RETURN TO: Jackie Flory – ITB # and Bid Title
Medford School District 549c, Facilities Office
900 Kenyon St.
Medford, OR 97501

IX. 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: Oak Grove Elementary School
2838 W Main St.
Medford, OR 97501

Hoover Elementary School
2323 Siskiyou Boulevard
Medford, OR 97504

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

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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 complete 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, 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 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, for materials, equipment systems, standards, and workmanship for the work, and performance of related services.

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. Subcontractors will be responsible to this Contractor.

IX. 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

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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. Bidders may use their own form for the Bid Bond. 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.

FIRST TIER SUB DISCLOSURE: Pursuant to ORS 279C370, all bidders must submit the attached First Tier Subcontractor Disclosure form within two working hours of bid opening or bid will be deemed non-responsive. This form needs to be submitted even if no subcontractors are proposed on this project, simply state that on the form.

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-rates.aspx> the time the initial specifications are first advertised for bid solicitation. 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 Contract in Oregon BOLI Rates" January, 5, 2024 Rate Schedule and any addendums at the time of this solicitation.**

ADVANCED PAYMENTS or 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

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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, non0construction 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 ORS279A.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 website at www.oregon.gov/boli. Other forms, such as non-construction company forms and exemption forms, can be found on CCB's website 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)©; 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 and any addendums at the time of this solicitation.**

Except for CM/GC contracts, the rates in effect at the time the initial specifications are first advertised for bid solicitation 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 benefits 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 posing 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.

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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 website at <http://www.oregon.gov/boli/Pages/index.aspx>. 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.

BID FORM

(MUST BE RETURNED WITH BID)

ITB 24-00-06 Outdoor Eating Spaces Oak Grove and/or Hoover

The following Bid Form shall be part of Contract Work.

Bid Number: ITB 24-00-06 • Bid Opening: April 17, 2024

Contractor: _____

Address _____

Date: _____

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 **Outdoor Eating Spaces Oak Grove and/or Hoover**. 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(s), the Undersigned further agrees to be bound by the Agreement with the Owner.

24-00-06 Outdoor Eating Spaces Oak Grove Total

Base bid for 1 (one) Outdoor Eating Space: All materials, services, and equipment necessary for completion of the Work shown on the Drawings and in the Specifications.

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

24-00-06 Outdoor Eating Spaces Hoover Total

Base bid for 1 (one) Outdoor Eating Space: All materials, services, and equipment necessary for completion of the Work shown on the Drawings and in the Specifications.

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

Total Bid for Two Projects (Awarded to lowest bidder only if contractor can complete both by August 9, 2024)

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

_____ Date _____
Signature of Bidder

Corporate Seal

**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 Proposal instructions, specifications, and terms and conditions contained herein;
2. Is an authorized representative of the Proposer, that the information provided in this Proposal is true and accurate, and that providing incorrect or incomplete information may be cause of Proposal 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 Proposer.
5. Proposer 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: _____

BONDS DUE AT TIME OF BID SUBMISSION

A public works bond and a Bid Bond are required for this project.

Pages 11-14 must be included with your bid submission. Page 15 must be delivered by 4:00 p.m. on day of submission.

UPON AWARD OF CONTRACT

Performance and Payment Bond

**PERFORMANCE BOND AND LABOR-MATERIAL PAYMENT BOND ASSURANCE
(MUST BE RETURNED WITH BID)**

The successful Bidder guarantees they 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.

