Request for Proposal

Abraham Lincoln Elementary Track
RFP 26-11-18

Bid Due No Later Than 2:00 p.m. on March 12, 2026

Purchasing Office
900 Kenyon St. Medford OR 97501
Telephone: (541) 842-1118

REQUEST FOR PROPOSALS:

Notice is hereby given that proposals will be accepted by the Medford School District for the Abraham Lincoln Elementary Track Project on March 12, 2026 no later than 2:00 p.m. at 900 Kenyon Street, Medford, OR 97501.

PRE-BID MEETING

There will be a non-mandatory pre-bid meeting on February 26, 2026 at 9:00 a.m. at Abraham Lincoln Elementary School located at 3101 McLoughlin Dr, Medford, OR 97504.

SCOPE

- Clean/patch existing cracks.
- Lift areas with significant settling.
- Add C-SS1 bonding oil (if necessary)
- Overlay 2.5 inches "Class C" asphalt compacted on existing track (8ft wide) including access paths (Overall roughly 19,000 sqft).

The contractor responsibilities include:

- Must have a license with the Oregon Construction Contractors Board.
- Must have a Public Works Bond on file with the Oregon Construction Contractors Board as this is a prevailing wage project.
- Must turn in all required documents included in this RFP.
- Must have a bid bond in its original form included in your bid submission.
- Obtain all required permits from governing agencies.
- Must provide performance and payment bonds once the contract has been signed.
- The project can start after contract is executed, performance and payment bonds have been received, insurance is on file and all background checks for employees have been cleared.

RFP DOCUMENTS may be picked up by the following methods:

Calling: 541-842-1118
E-mailing: Pam.Thoren@medford.k12.or.us
Downloading from: https://www.medford.k12.or.us/departments1/purchasing-and-distribution-center

TIME TABLE

February 18, 2026	Issue ITB
February 26, 2026	Pre-bid meeting at 9:00 a.m.
March 6, 2026	Last Questions and Protests Due, no later than 2:00 p.m.
March 9, 2026	Last Addendum 2:00 p.m.
March 12, 2026	Bids Due, no later than 2:00 p.m.
March 13 – March 18, 2026	Evaluation Period
March 19, 2026	Notice of Intent to Award

The District reserves the right to deviate from this schedule.

DATE OF RETURN: March 12, 2026 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 26-11-18
Medford School District 549c
Purchasing Office
900 Kenyon St.
Medford, Oregon 97501

SELECTION PROCESS
This Request for Proposals ("RFP") and the selection process will be conducted pursuant to the terms of this RFP and the Oregon Attorney General's Model Rules for Consultant Selection, OAR Chapter 137, Division 48.

COMPENSATION
Compensation will be based on a total "not-to-exceed" amount for services and reimbursable expenses. The amount of compensation will be negotiated with the successful Proposer.

PROPOSAL REQUIREMENTS
The Proposer/Proposers and all firms, subsidiaries and individuals providing professional services shall be currently licensed to practice in each of their respective areas of professional expertise in the State of Oregon.

The submittal/submittals must include the following, in addition to what is required to comply with the evaluation criteria below:

- The firm's name, address, phone number, and e-mail;
- The name of the contact person within the firm and his/her email address;
- A list of the firm's key personnel who would be assigned to this Project, by discipline;
- The names of additional Project professional(s) the firm proposes to provide services on this project, along with specific projects each of these persons has worked on in the past three years;
- Confirm a dedicated project manager through all phases of the project;
- Illustrations or photographs of at least three (3) relevant projects completed by the firm and involving the above named individuals; and
- Date of completion of each reference project;
- Location of each reference project;
- Whether the project was completed on schedule and within the budget or not;
- Responsibilities of those involved on each reference project who would provide services on this project;
- Name, address and current telephone number of the owner representative most appropriate to discuss your firm's performance on each reference project;
- Proposal must include acknowledgment of all addenda.

If awarded the Contract, the Proposer/Proposers must accept, as Contract performance obligations, the duty to actively pursue the plan as set forth in the Proposer's response.

EVALUATION CRITERIA
Please indicate in writing the following information about your firm's ability and desire to perform this work. Firms will be rated based upon the points assigned to each item as noted in parentheses at the end of each statement below.

- Cover Letter
- Section One — Capability to perform the services for the project being considered. **(25 Points)**
    - Describe your firm, including your service area, available services, and experience.
    - Describe your firm's ability to work in a collaborative manner with District, District Representatives, Community, and other Project Stakeholders.
    - Disclose names and services provided by subcontracted consultants including engineers and cost estimators.
    - Is your firm or consultants proposed on your team currently involved in Dispute Resolution defined as Mediation (binding or non-binding), Arbitration or Litigation related to a construction project? If so, please explain.
    - Has your firm or consultants proposed on your team been involved in Dispute Resolution defined as Mediation (binding or non-binding), Arbitration or Litigation in the past ten years related to a construction project? If so, please explain.

- Has your firm or any of its owners, officers, or partners ever been found liable in a civil suit, or found guilty in a criminal action, for making any false claim or material misrepresentation to any public agency or entity? If so, please explain. (Answer this question for each of your consultants also).
- Has your firm or any of its owners, officers, or partners ever been convicted of a crime involving any federal, state, or local law related to construction? If so, please explain. (Answer this question for each of your consultants also).
- Has your firm or any of its owners, officers, or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty? If so, please explain. (Answer this question for each of your consultants also).

- Section Two — Project approach and staffing level. **(25 Points)**
  - Indicate what reports, action and maintenance items and summaries will be provided to the District before, during and after project completion.
  - Identify company personnel who will have the responsibility for the District's projects. Include names, titles, experience, and resumes. Provide resumes for key subcontracted consultants and engineers. Provide copies of key personnel's licenses.
  - Describe for each personnel proposed for the projects their current and projected workload as well as the time committed to this project.
  - Describe your current workload and the firm's capability to provide the requested services at the time of the project.
- Section Three — Performance history on past projects; Public Facilities. **(15 Points)**
  - Provide a list of at least 10 substantial projects you have completed in the last 5 years; provide a brief title, summary of work and the date of the work.
- Section Four — References of other clients served. **(10 Points)**
  - Provide a reference contact person, phone number and email address for five (5) completed K-12 school projects in Oregon for both Owner and Contractor.
  - Please do not list the same owner more than once as a reference when possible.
- Section Five – Project Pricing. **(25 Points)**

EVALUATION PROCESS

The selection committee will score each submittal based on responses to the evaluation categories. Submittals will be rated based upon the points assigned to each item as noted in the parentheses at the end of the categories.

The RFP also requires reference information for your firm. The District will utilize this information and any other independently obtained references that can provide background on the firm. This information will not be scored separately, but results obtained from these and/or other reference checks will be utilized in evaluating and scoring in the other categories and in the final ranking.

The evaluation committee will meet and use the rankings as a beginning of their discussion. The discussion of the responses will include firm strengths and weaknesses and the individual evaluation committee member scorings. The committee reserves the option to interview finalists as ranked from the results of the evaluation committee discussion and scoring.

INSTRUCTIONS TO BIDDERS

BIDS: Bids shall be in accordance with the specifications and other contract documents on file in Purchasing Department Office, phone 541.842.1118. All bids shall be addressed to the attention of the Purchasing Manager, Medford School District 549C, 900 Kenyon St., Medford, OR 97501. Sealed bids shall be mailed via UPS, FedEx, USPS or submitted in person to the address below. No emailed bids will be accepted.

CONTACT: Pam Thoren, Purchasing Manager - ITB 26-11-18
Pam.thoren@medford.k12.or.us
900 Kenyon St.
Medford, OR 97501

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.

CONTACT DURING SOLICITATION:
All questions and contact with the District regarding any information in this RFP must be addressed in writing via email to Pam.Thoren@medford.k12.or.us. No other contact regarding this solicitation during the solicitation process shall be permitted. Unauthorized contact regarding this solicitation may subject the offender's proposal to rejection. Answers to questions not stated in writing and/or answered in the form of a written Addendum shall not be binding upon 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.

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 26-11-18
Medford School District - Purchasing
900 Kenyon Street
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 of 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.

DEFINITIONS

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

Owner:	Medford School District 549C 900 Kenyon St. Medford, OR 97501
Site:	Abraham Lincoln Elementary 3101 McLoughlin Dr 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 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 sites. 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" February 18, 2026 Rate Schedule. If Federal Funds are being used the Contractor must adhere to the "Davis-Bacon Act" rates.**

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 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 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" February 18, 2026 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)
RFP 26-11-18 Abe Lincoln Track
The following Bid Form shall be part of Contract Work
Bid Closing March 12, 2026 at 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 Abe Lincoln Track 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'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 (continued)
MEDFORD SCHOOL DISTRICT 549C
(MUST BE RETURNED WITH BID)
Abe Lincoln Track
The following Bid Form shall be part of Contract Work
Bid Number: RFP 26-11-18 • Bid Closing: March 12, 2026
Time: 02:00 p.m.

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 Abe Lincoln Track 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.

Bid for the Abe Lincoln Track Project: All materials, services, and equipment necessary.

Abe Lincoln Track (including all bonding, prevailing wages, insurance, etc as defined within ITB 26-11-18)

_____Dollars ($_____)
(Base Bid Price in Words) (Numerically)

_____Date_____
Signature of Bidder

EXHIBIT B
Must Be Returned With Bid
CERTIFICATE OF COMPLIANCE WITH TAX LAWS

CONTRACTOR DATA AND CERTIFICATION

Name (tax filing): _____

Address: _____

Citizenship, if applicable:

Non-resident alien ____ yes ____ no

Business Designation (check one):

_____ Corporation _____Partnership

_____Sole Proprietorship _____ Governmental/Non-Profit

Federal Tax ID#_____ -_____ - _____OR SSN_____ - _____- _____

Above payment information must be provided prior to contract approval. This information will be reported to the Internal Revenue Service (IRS) under the name and taxpayer I.D. number submitted. (See IRS 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject contractor to 31 percent backup withholding.

Certification: I, under penalties of perjury, do hereby certify that (a) the number shown on this form is my correct taxpayer ID (or I am waiting for the number to be issued to me) and (b) I am not subject to backup withholding because (i) I am exempt from backup withholding or (ii) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified me that I am no longer subject to backup withholding.

I, the undersigned also (a) agree to perform the work required by Exhibit A in accordance with the terms and conditions (listed on the front and back side hereof and made part of this contract by reference); (b) certify under penalty of perjury that I/my business am not/is in violation of any Oregon tax laws; and (c) certify I am an independent contractor as defined in ORS 670.600.

I, the undersigned, being first duly sworn, hereby certify under penalty of perjury that I am authorized to act on behalf of _____ [insert Proposer's name] and to the best of my knowledge, _____[insert Proposer's name] is not in violation of any Oregon Tax Laws. For purposes of this Certificate, "Oregon Tax Laws" are those laws and programs listed in ORS 305.380(4), namely ORS Chapters 118, 314, 316, 317, 318, 320, 321 and 323 and Sections 10 to 20, Chapter 533, Oregon Laws 1981, as amended by Chapter 16, Oregon Laws 1982 (first special session); the elderly rental assistance program under ORS 310.630 to 310.706; and any local tax laws administered by the Oregon Department of Revenue under ORS 305.620. I will continue to comply with the tax laws of this state, or a political subdivision of this state, during the term of the public contract, and provide that my failure to comply with the tax laws, of this state or a political subdivision of this state, before I have executed the public contract or during the term of the public contract is a default for which the contracting agency may terminate the public contract, and seek damage and other relief available, under the terms of the public contract or under applicable law.

Contractor's Authorized Agent:

_____
Signature/Title

_____
Print Name Date

Contractor: _____

Contact Person: _____

Address: _____

Address: _____

Phone: _____

Email Address: _____

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: _____

Oregon CCB#_____

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 12-16 as your bid along with your bid bond. Page 17 must be returned by 4:00 p.m. the day of the bid opening. Page 17 only may be emailed to pam.thoren@medford.k12.or.us.

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 herby 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: **Abe Lincoln Track**
BID #:26-11-18 BID CLOSING: Date: 3/12/26 Time: 2:00 p.m.
REQUIRED DISCLOSURE DEADLINE: Date: 3/12/26 Time: 4:00 p.m.
Deliver Form To (Agency): Medford School District 549C
Designated Recipient (Person): Pam Thoren Phone #: (541) 842-1118
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 #: _____