

INVITATION TO BID
FOR
RIVERDALE SCHOOL DISTRICT

Date: May 27, 2026

Bids Due: June 10, 2026

**RIVERDALE SCHOOL DISTRICT
RIVERDALE GRADE SCHOOL OFFSITE IMPROVEMENTS**

**RIVERDALE SCHOOL DISTRICT
Riverdale Grade School
Offsite Improvements**

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TERMS AND CONDITIONS FOR INVITATION TO BID

I. GENERAL INFORMATION

A. INTRODUCTION

By way of this Invitation to Bid (“ITB”), Riverdale School District (“District”) is seeking bids (“Bids”) from general contractors for work as identified in the construction documents for the **Riverdale Grade School Offsite Improvements** in Portland, Oregon (the “Project”).

All parties providing Bids in response to this ITB (“Bidders”) must be experienced in the type of work being bid and shall have adequate supervision, labor, materials, and equipment to carry out the work in an expeditious and workmanlike manner.

B. SOLICITATION SCHEDULE

ITB Release	Wednesday, May 27, 2026
Mandatory Pre-Bid Meeting	Tuesday, June 2, 2026, 3:00 PM
Non-Mandatory Pre-Bid Site Walk	Wednesday, June 3, 2026 11:00 AM
Request for Clarification/Solicitation	Thursday, June 4, 2026, 5:00 PM
Issue Last Addendum	Friday, June 5, 2026, 5:00 PM
Bid Due Date	Wednesday, June 10, 2026, 2:00 PM
1st Tier Sub Disclosure	Wednesday, June 10, 2026, 4:00 PM
Notification of Intent to Award	Wednesday, June 11, 2026
Anticipated Award Date	Wednesday, June 18, 2026
Procurement Start Date	Thursday, June 19, 2026
Construction Start Date	Monday, July 7, 2026
Substantial Completion Date	Friday, August 21, 2026

The District may, in its sole discretion, revise these dates.

C. BID MEETING AND SITE VISITS

1. **Mandatory Pre-Bid Meeting.** The non-mandatory pre-bid meeting will be held at the time and date indicated in the Solicitation Schedule virtually on TEAMS. E-mail: ebierman@riverdale.k12.or.us to request TEAMS invite. Unless the District elects, in its sole discretion, to schedule additional pre-bid meetings, this pre-bid meeting will be the only opportunity for interested parties to visit the location of the Project and receive a guided tour of portions of the site and that are part of the work. Information provided as a result of Bidder questions at the meeting will be distributed as addenda, and any statements made by the District's representatives at the pre-bid meeting are not binding on the District unless confirmed by written addendum. **Non-Mandatory Pre-Bid Walk** will be held in accordance with Solicitation Schedule at the corner of S Military and 11733 SW Breyman Ave., Portland OR 97219.
2. **Site Visits.** Bidders should visit the site as many times as needed to become familiar with the local conditions and shall carefully examine and judge for themselves the character of the work conditions. All Bidders shall be conclusively presumed to have knowledge of such in the preparation of the Bid and the execution of the Contract. **All Bidders shall make their intentions of site visits known to Erica Bierman, Senior Project Manager, at ebierman@riverdale.k12.or.us AT LEAST 24 HOURS IN ADVANCE.**

D. REQUESTS FOR CLARIFICATION OF ITB

Bidders are notified that they must examine carefully this ITB, all attachments hereto, and any addenda (collectively "ITB") and become thoroughly familiar with all laws, rules, and regulations that apply. The Bidder who is awarded a Contract shall be conclusively presumed to be aware of any and all aspects affecting the work that would have been reasonably apparent upon the examination called for within this ITB.

Bidders are cautioned not to make any assumptions as to the implied meaning or intent of any part of this ITB. Should a Bidder have any doubt about the meaning of the ITB documents, the Bidder should request clarification or additional information concerning the ITB documents in writing as soon as possible, but in no event will such requests be received by the District later than the time and date indicated in the Solicitation Schedule. Questions regarding this ITB should be sent via email to Erica Bierman Senior Project Manager, at ebierman@riverdale.k12.or.us.

Failure to request clarification or interpretation of ITB will not relieve a Bidder of its responsibilities. Signing of the Bid Form will constitute a representation that the Bidder has thorough comprehension of the full intent and scope of the ITB.

ANY CORRECTIONS OR CLARIFICATIONS MADE IN ANY MANNER OTHER THAN BY A WRITTEN ADDENDUM WILL NOT BE BINDING ON THE DISTRICT AND BIDDERS SHALL NOT RELY THEREON.

E. AMENDMENT OF ITB BY ADDENDA ONLY

If any part of this ITB is amended, all addenda will be posted to Riverdale School District Bid & RFP webpage at: <https://www.riverdaleschool.com/about-us/district-business-budgets>. Each Bidder shall provide written acknowledgement of its receipt of all issued addenda with its Bid by completing the Bid Form (attached hereto as Appendix A). Addenda will be published no later than 6 days before the Bid due date specified in the Solicitation Schedule, unless the published addendum also extends the Bid due date.

F. BID SECURITY

1. At the time the Bid is submitted, a Bid security in the amount of 10% of the total amount of the Bid shall be given to the District. The Bid security shall be: (a) a surety bond from a surety company authorized to do business in the state of Oregon, using the Bid Bond Form attached as Appendix B; (b) an irrevocable letter of credit issued by an insured institution as defined in ORS 706.008; or (c) a cashier's check or certified check. Unsuccessful Bidders shall have their Bid security returned or released when a Contract has been fully executed with the successful Bidder and all required bonds and insurance have been provided by the successful Bidder, or after all Bids have been rejected. The successful Bidder shall have its Bid security returned when all Contract Documents are fully executed and all pre-work requirements (including but not limited to all required bonds and insurance have been provided) have been met.
2. The District reserves the right to retain the Bid security of the next two lowest Bidders until the successful Bidder has executed the Contract and provided all required bonds and insurance or until no more than 90 days after Bid opening, whichever is shorter.

G. WITHDRAWAL OR MODIFICATION OF BIDS

Bidders are expected to submit Bids that are accurate, complete, and responsive to the requirements set forth in this ITB. If, after submitting a Bid, the Bidder finds changes are necessary, the Bidder may withdraw or modify its Bid by delivering a written request to the District at any time before Bids are due, as indicated in the Solicitation Schedule. Such request for modification or withdrawal must comply with the requirements set forth in OAR 137-049-0320. After Bids are due, a Bidder MAY NOT withdraw or modify its Bid in any way. If accepted, a Bid is considered non-cancellable, and the Bidder will be expected to execute the Contract. If for any reason Bidder does not execute the Contract, the District can be expected to take whatever action it believes appropriate, including, but not

limited to, the disqualification of that Bidder from future public contracts and seeking relief pursuant to the terms of the Bidder's Bid bond.

H. CONTRACTOR LICENSING

No Bid shall be received or considered unless the Bidder is licensed by the Oregon Construction Contractors Board. Any Bid received from a Bidder identified by the Oregon Construction Contractors Board as ineligible to hold public contracts in accordance with ORS 701.227 shall be disqualified from consideration.

I. PREVAILING WAGES

The Project is subject to the state prevailing wage rates under ORS 279C.800 to 279C.875. The prevailing wage rates may be found at http://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx.

J. NON-DISCRIMINATION

Using the Certification of Non-Discrimination attached as Appendix E, Bidders must certify that they will not discriminate in obtaining subcontractors, in accordance with ORS 279A.110(4).

K. BIDDER RESIDENCY

Bidder shall indicate on the Bidder Residency Statement attached as Appendix F to the ITB whether Bidder is a "resident bidder" as defined in ORS 279A.120. A "resident bidder" means a bidder that has paid unemployment taxes or income taxes in Oregon during the 12 calendar months immediately preceding submission of the Bid, has a business address in Oregon and has stated whether the Bidder is a "resident bidder" on Appendix F. In determining the lowest responsive Bidder for this Project, a percentage shall be added to the Bid of a non-resident Bidder equal to the percentage, if any, of the preference given to that Bidder in the state in which the Bidder resides. This percentage, if utilized, shall not be added to the dollar value of Contract to be awarded as a result of this ITB.

L. ACCEPTANCE OF CONDITIONS AND CONTRACTUAL REQUIREMENTS

By submitting a Bid, a Bidder expressly represents that the Bidder has read and understands the terms and conditions contained in this ITB, and that the Bidder agrees to be bound by such terms and conditions, including any and all changes to such terms and conditions contained in any and all written addenda. The Bidder further warrants that it takes no exception to any terms, conditions, obligations, or requirements contained in the form of the agreement attached as Appendix I ("Contract"). The term "Contract Documents" as used in this ITB refers to the Contract Documents referenced in the Contract.

The successful Bidder must enter into a Contract with the District in the form included here as Appendix I. The successful Bidder must obtain and maintain insurance and bonding as required by the Contract.

The District may in its sole discretion negotiate any terms, conditions, obligations, or requirements of the Contract.

M. FIRST-TIER SUBCONTRACTOR DISCLOSURE

1. Bidders are required to disclose information about certain first-tier subcontractors (see ORS 279C.370). Specifically, when the subcontract amount of a first-tier subcontractor furnishing labor or labor and materials will have subcontract value that is equal to or greater than 5% of the total project Bid amount or \$15,000, whichever is greater, or \$350,000 regardless of the percentage of the total project Bid amount, the Bidder must disclose on the First-Tier Subcontractor Disclosure Form (attached as Appendix H) the following information about that subcontract either in its Bid submission, or within two hours after Bid closing:

- a. The subcontractor's name;
- b. The category of work that the subcontractor would be performing; and
- c. The dollar value of the subcontract. If the Bidder will not be using any subcontractors that are subject to the above disclosure requirements, the Bidder is required to indicate "NONE" on the accompanying form.

THE DISTRICT MUST REJECT A BID IF THE BIDDER FAILS TO SUBMIT THE DISCLOSURE FORM WITH THIS INFORMATION BY THE STATED DEADLINE (see OAR 137-049-0360).

2. Compliance with this requirement is a matter of responsiveness. Bids that are submitted by the Bid closing date, but for which the disclosure submittal has not been made by the specified deadline, are not responsive and shall not be considered for award.

N. REQUEST FOR CHANGE OR CLARIFICATION/PROTEST OF CONTENTS OF ITB

The purpose of this request for change or clarification/protest procedure is to permit the District time to correct, prior to the submission of Bids, specifications or procedures that may be improvident or unlawful, or which may unnecessarily restrict competition. This requirement is intended to eliminate, by permitting corrections prior to the submission of Bids, the waste of resources and delay that may result from the untimely detection of errors in the ITB, possible protests, and possible rejection of Bids. The District will consider each protest or request,

amend the ITB accordingly if warranted, and notify in writing by written addenda each prospective Bidder of any change. At its discretion, the District may extend the Bid closing date if the District determines an extension is necessary to consider the protest or request for clarification or change and to issue an addendum, if any, to this ITB.

Accordingly, any prospective Bidder who contends that the terms and conditions of this ITB, including but not limited to the Contract, or any aspect of the selection process: (1) will encourage favoritism in the award of the Contract; (2) will substantially diminish competition; (3) will violate any other statute, regulation (including, but not limited to, OAR chapter 137), policy, or law of any kind; and/or (4) are ambiguous, insufficient, or unfair for any reason must file a written protest to this ITB consistent with the procedures provided for in OAR 137-049-0260, as modified in this ITB. Protests must set forth the basis of the protest or request for clarification along with any proposed changes to the ITB provisions, specifications, or Contract terms. Failure to file a protest by the time and date indicated above will be deemed a waiver of any claim by a Bidder that the selection process violates any of the items (1-4) of the foregoing sentence. Any protest that does not meet these requirements will not be considered.

Requests for change or clarification and/or protests must be received by the District no later than 5:00 p.m., Friday, May 29, 2026.

The District will issue a written disposition of each request for change or clarification and/or protest no less than three business days before Bids are due. If the District agrees with the request or upholds the protest, in whole or in part, the District may, in its sole discretion, issue an addendum reflecting its disposition or take other appropriate action.

O. RESERVATION OF RIGHTS

The District reserves the right, in its sole discretion:

1. to reject all Bids;
2. to reject Bids which it determines to be non-responsive;
3. to reject Bids upon the District's finding that the Bidder:
 - a. has been declared ineligible under ORS 279C.860 by the Commissioner of Bureau of Labor and Industries;
 - b. has been identified by the Oregon Construction Contractors Board as ineligible to hold public contracts in accordance with ORS 701.227; or
 - c. is not responsible;

4. to amend this ITB, including making such changes or corrections in drawings, specifications, or quantities as it may deem necessary or desirable prior to the Bid due date;
5. to extend the deadline for submitting Bids;
6. to determine whether a Bid does or does not substantially comply with the requirements of this ITB;
7. to waive any minor irregularity, informality, or non-conformance with this ITB;
8. to obtain information from or provide information to other public agencies, upon request, regarding the Bidder's performance;
9. to permit a Bidder to submit supplemental information;
10. to negotiate with any Bidder or multiple Bidders in any manner necessary to serve the best interests of the District;
11. at any time prior to the Contract execution (including after the notice of intent to award is issued):
 - a. to reject any Bid that fails to substantially comply with all prescribed ITB requirements and procedures and/or the prescribed public contracting procedures and requirements, including but not limited to the requirement to demonstrate the Bidder's responsibility under ORS 279C.375; and/or
 - b. to reject all Bids received and cancel this ITB upon a finding by the District that there is good cause therefor and that such cancellation would be in the public interest;
12. to hold meetings, exchange correspondence, and obtain data from any source or party, including a Bidder; and
13. in the event any Bidder to whom the Contract is awarded shall fail to execute the Contract or furnish satisfactory bonds or evidence of insurance coverage within the time and in the manner hereinafter specified, to re-award the Contract to another Bidder.

ALL BIDDERS WHO SUBMIT A RESPONSE TO THIS ITB UNDERSTAND AND AGREE THAT THE DISTRICT IS NOT OBLIGATED TO AWARD A CONTRACT TO ANY BIDDER. THE DISTRICT HAS NO FINANCIAL OBLIGATION TO ANY BIDDER. IN ADDITION, EACH BIDDER UNDERSTANDS AND AGREES THAT THE DISTRICT SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES, EXPENSES, AND COSTS INCURRED IN PREPARING A BID,

**RIVERDALE SCHOOL DISTRICT
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SUBMITTING A BID IN RESPONSE TO THIS ITB, ATTENDING ANY MEETINGS, AND EXECUTING A CONTRACT. EACH BIDDER WHO PREPARES AND SUBMITS A BID IN RESPONSE TO THIS ITB DOES SO SOLELY AT THE BIDDER'S OWN COST AND EXPENSE.

II. SCOPE OF WORK

A. OVERVIEW OF WORK

1. The Project scope of work is generally described herein. Bidders shall use this information to assist in the understanding of the District's desired scope of work, and to delineate between work that is intended to be included within this Contract, and that which is to be provided by others. Bidders shall rely upon their own expertise to determine all work required to perform the Contract.
2. The successful Bidder will be required to do all work which is shown on the drawings and specifications listed on Appendix C ("Drawings and Specifications") or that is reasonably inferable from the Drawings and Specifications as necessary to complete the scope of work.
3. This Project consists of the work described in the Drawings and Specifications and all work incidental, necessary or reasonably inferable from the Drawings and Specifications. The successful Bidder will be expected to provide construction services as required by the Contract, including but not limited to:
 - a. Create a schedule that achieves substantial completion **no later than Friday, August 21, 2026**, with project close out no later than September **30, 2026**, and Final Completion no later than **October 29, 2026**. Substantial completion, shall include all work shown on the Drawings and Specifications and briefly described in the scope of work below. The schedule shall include all major pre-construction, construction, and close-out activities.
 - b. Provide, through itself or subcontractors, the necessary supervision, labor, material, equipment, machinery, temporary utilities, and other temporary facilities to permit the complete construction of the Project in accordance with the Drawings and Specifications.
 - c. Exercise complete and exclusive control over the means, methods, sequences, and techniques of construction.
 - d. Employ only subcontractors who are duly licensed and qualified to perform the work consistent with the Contract. The District may reasonably object to contractor's selection of any subcontractor, provided that the Contract price and/or Contract time(s) shall be

adjusted to the extent that the District's decision impacts contractor's cost and/or time of performance.

- e. Provide materials and labor necessary to complete all aspects of the Project Scope of Work, included in the project documents and briefly described as: all aspects to complete the project as identified in the construction documents for Riverdale Grade School Offsite Improvements located in Portland, OR.

B. RELATED WORK BY THE OWNER OR OTHERS

1. As indicated in the Drawings and Specifications, some portions of the Project may be provided by the District or by a District contractor or vendor. The successful Bidder will be required to coordinate with all aspects of any other projects being performed at or near the Project site and with any other District contractors or vendors.

C. PERMITS AND FEES

1. After execution of the contract, the Contractor shall obtain and pay for all trade permits, fees, and licenses necessary to execute and complete the work of each project. Obtain permits and notify the following agencies at least ten (10) days prior to beginning work. Other permits and notifications may also be necessary. Reference Specification Section 00 31 43 – Building Permit.

D. COORDINATION OF WORK

This Project shall be coordinated in all aspects with any other projects being performed at or near the Project site.

III. OFFER FORMAT AND BID SUBMISSION

A. OFFER FORMAT

1. Formatting Requirements. The following items explain the format requirements for Bid preparation and submission. The District reserves the right to eliminate from consideration any Bid received that does not follow this format.
2. Forms. Bids shall be submitted on unaltered Bid Forms furnished by the District. The following are the forms that must be submitted with each Bid:
 - a. Signed Bid Form (all pages);
 - b. Bid security;

- c. Bidder's Responsibility Information Form (all pages);
 - d. Certification of Non-Discrimination;
 - e. Bidder Residency Statement;
 - f. Non-Collusion Declaration (attached as Appendix G); and
 - g. First-Tier Subcontractor Disclosure Form (submitted within two hours of Bid closing).
3. Signature. The original Bid must bear an original signature signed in ink and dated by the Bidder or a representative legally authorized by the Bidder, further defined as follows:
- a. In the case of an individual Bidder, by such individual Bidder.
 - b. In the case of a partnership or limited liability partnership, the name of the partnership or limited liability partnership must appear on such Bid and it shall be signed in the name of such partnership or limited liability partnership by at least one partner. In addition to such signature, the names of all partners shall be stated in the Bid.
 - c. In the case of a limited liability company, the name of the limited liability company must appear on such Bid and it shall be signed in the name of such limited liability company by at least one member or manager. In addition to such signature, names of all members (and at least one manager, if applicable) shall be stated in the Bid.
 - d. In the case of a corporation, the corporate name must appear on such Bid, and it shall be signed by the president or other authorized officer, and there shall be set forth under the signature of such officer the name of the office he or she holds or the capacity in which he or she acts for such corporation.

The signature must clearly indicate the Bidder's intent to be bound by the terms and conditions specified in this ITB and its Bid.

Wherever a signature is called for in the Contract Documents, the document must be signed; all signatures must be by an authorized person; and all signing must be actual signatures, i.e., not a stamped, printed, typed, or electronic signature. If signatures do not meet these requirements, a Bid may be declared non-responsive.

4. Content. Bids shall be on the form provided and shall not contain any recapitulation of the work to be performed. All blank spaces in the form shall be fully filled, in ink or typewritten, in both words and numbers

where required. No modifications shall be made to the Bid Form. Alterations and erasures shall be initialed by the signatory of the Bid. Bids that are incomplete or that are not in conformity with the law may be rejected by the District in its sole discretion. A Bidder may not make its Bid conditional or contingent upon the District's acceptance of any terms and conditions other than those contained in this ITB. Incomplete Bids may be subject to rejection at the District's discretion.

5. Alternates.

- a. Bidders shall submit a cost for each alternate, if any, identified in the Drawings and Specifications ("Alternate").
- b. Bidders shall state the amount to be added to or deducted from the base Bid for making the changes. If no change in price is required for an Alternate, Bidder shall indicate "NO CHANGE."
- c. Bidders shall include in each Alternate price all costs specifically including, but not limited to, supervision, labor, materials, equipment, tools, permits, taxes, markup, overhead, profit, and incidentals required for a complete installation, regardless of whether they are mentioned in the Alternate description.
- d. The District reserves the right to accept any or all of the Alternates in any order or combination, or to accept no Alternates.
- e. Accepted Alternates will be identified in the Contract with the successful Bidder.

B. BID SUBMISSION

1. Deadline for Submission of Bids. Bids must be received by the time and date indicated in the Solicitation Schedule. Late Bids or modifications will not be accepted.
2. Means of Submission. Interested proposers must submit bid no later than Wednesday, June 10, 2026 2:00PM (PST) pursuant to the provisions of this Solicitation by email only to: ebierman@riverdale.k12.or.us . **BIDS RECEIVED AFTER THIS TIME WILL NOT BE ACCEPTED.**

3. Duration of Bids. Any Bid submitted shall be irrevocable and open for acceptance until the earlier of: (1) the date when the District executes the Contract; (2) the date the District cancels this ITB; or (3) 45 days after the Bid opening. The District may request that Bidders extend, in writing, the time during which the District may consider their Bids. If the Bidder agrees to such an extension, the Bid shall continue as a firm offer, irrevocable, valid, and binding on the Bidder for the agreed-upon extension period. A notice of intent to award the Contract to any Bidder shall not constitute a rejection of any other Bid.
4. Bid Opening. Bids shall be posted with in a few minutes after the time and date deadline for Bid submittal indicated in the Solicitation Schedule.

IV. BID EVALUATION AND AWARD

A. BIDDER'S QUALIFICATIONS AND RESPONSIBILITY

1. Each Bidder shall submit a completed Bidder's Responsibility Information Form (attached as Appendix D) along with its Bid. The Bidder's Responsibility Information Form will be used to evaluate the qualifications of any Bidder whose Bid is under consideration for award.
2. Prior to award and execution of a Contract, the District will evaluate whether the apparent successful Bidder meets the applicable standards of responsibility identified in ORS 279C.375 and OAR 137-049-0390. In doing so, the District may investigate Bidder and request supplemental information in addition to that already required in this document, when the District, in its sole discretion, considers it necessary or advisable. Submission of a signed Bid shall constitute approval for the District to obtain any information that the District deems necessary to conduct the responsibility evaluation.
3. The District may postpone the award of the Contract after announcement of the apparent successful Bidder in order to complete its investigation and evaluation. Failure of the apparent successful Bidder to demonstrate responsibility shall render the Bidder non-responsible and shall constitute grounds for Bid rejection.
4. If a Bidder is found not to be responsible, documentation of the reasoning will be sent to the Oregon Construction Contractors Board. Such documentation will be based upon the criteria set forth in ORS 279C.375(3).

B. BASIS FOR AWARD

1. The Contract shall be awarded to the lowest responsive, responsible Bidder based on the lowest base Bid. Notwithstanding the foregoing, the

District reserves the right to accept Alternates, if any, in any order or combination and to determine the low Bidder on the basis of the lump sum base bid and the Alternates accepted.

2. Solely for the purpose of determining the lowest responsive, responsible Bidder, the District shall add a percent increase to the Bid of a non-resident Bidder, equal to the percent, if any, of preference given to the Bidder in the state in which the Bidder resides. For purposes of determining the percent increases to be applied, the District shall rely on the list published by the Oregon Department of Administrative Services. The District shall not incur any liability to any Bidder by relying on such list.
3. Award shall be subject to preference for goods or services that are manufactured in Oregon, if price, fitness, availability, and quality are otherwise equal.

C. PROCESSING OF BIDS

Neither the release of a Bid security nor acknowledgment that the selection process is complete (whether by posting of a Bid tabulation sheet, issuance of notice intent to award, or otherwise) shall operate as a representation by the District that any Bid submitted was complete, sufficient, lawful in any respect, or otherwise in substantial compliance with the ITB requirements.

D. NOTICE OF INTENT TO AWARD

The notice of intent to award shall serve as notice to all Bidders that the District intends to award the Contract.

V. PROTEST OF AWARD

Adversely affected or aggrieved Bidders may submit protests in writing to Nicole Bassen, Business Manager, Riverdale School District Central Office, 11722 S Breyman Ave., Portland, OR, 97219. The protest must state clearly the grounds for the protest and the legal authority in support thereof. Such protests must be received by the District no later than three calendar days after the notice of intent to award has been issued.

Such protests shall specify the grounds for the protest to be considered by the District. To be an adversely affected or aggrieved Bidder, the Bidder must demonstrate that all lower Bidders are ineligible for award because (a) their Bids were non-responsive, or (b) the District committed a substantial violation of a provision in the ITB or applicable procurement statute or administrative rule, and but not for such substantial violation, the Bidder would have been the lowest responsive, responsible Bidder offering the lowest Bid and would have been awarded the Contract. No protest of the award of the Contract shall be considered if submitted after the deadline established for submitting such protest.

At the request of the protester, a hearing will be conducted before the District staff within seven calendar days after submission of the written protest. The District will either uphold or deny the protest, and a written response will be issued for all properly submitted protests. However, any response by the District is not intended as, and shall not in and of itself constitute, confirmation that the Bidder is, in fact, adversely affected or aggrieved, and therefore entitled to protest an intent to award, or that the protest was timely or properly submitted. After expiration of the protest period and resolution of any protests, the District will proceed with final award of the Contract.

Appendix A
BID FORM

Riverdale School District

**Riverdale Grade School Offsite
Improvements**

Bids due: Wednesday June 10, 2026, at 2:00 p.m.

Name of Bidder: _____

Address of Bidder: _____

Bidder's Oregon Construction Contractors Board License Number: _____

The Bidder is (check one):

☐ a corporation organized and existing under the laws of the state of _____ and
licensed to do business in the State of Oregon;

☐ a Limited Liability Company (LLC) organized and existing under the laws of the State of _____
_____ and licensed in to do business in the State of Oregon.

☐ a partnership organized and existing under the laws of the state of _____
consisting of the following partners: _____

☐ a joint venture organized and existing under the laws of the state of _____
consisting of the following joint ventures: _____

☐ a sole proprietor

The undersigned Bidder acknowledges receipt of and familiarization with the Bidding documents, including but not limited to the project manual, the drawings, the specifications, and other Contract Documents, and the following Addenda:

Addenda:	No. _____	Dated: _____
Addenda:	No. _____	Dated: _____
Addenda:	No. _____	Dated: _____
Addenda:	No. _____	Dated: _____

The Bidder further declares that it has carefully examined Contract Documents for construction of the Project, that it has inspected the site and familiarized itself with local conditions that may affect the cost of the Work and/or the time for performance of the Work, that it has satisfied itself as to quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of quantities of work and materials as included in the Bid is brief and is intended only to indicate the general nature of the Work and to correlate said quantities with detailed requirements in the Contract Documents, and that this Bid is made according to provisions and under terms of the Contract Documents, which are hereby made a part of this Bid.

**RIVERDALE SCHOOL DISTRICT
RIVERDALE GRADE SCHOOL OFFSITE IMPROVEMENTS**

By submitting this Bid, the Bidder agrees:

1. To furnish all material, labor, tools, equipment, management, supervision and utility and transportation services necessary to perform and complete, in a workmanlike manner, all of the Work required for construction of the Work in accordance with the Contract Documents and contained or referenced in the Bidding Documents.
2. To hold the Bid open for 45 calendar days after the date set for receipt of Bids.
3. To accept the provisions of the Instructions to Bidders, including the disposition of Bid security.
4. Within ten (10) days of award, to execute and deliver the Contract, to furnish a performance and payment bonds in accordance with the requirements of the Contract Documents, to deliver the required certificates of insurance, and to perform the other obligations specified in the Contract Documents.
5. To Substantially Complete the Work no later than the date set forth in the Contract.
6. The Bid submitted is in response to the specific language contained in the ITB, and bidder has made no assumptions based on either (a) verbal or written statements not contained in the ITB or addenda, or (b) any ITB previously issued by the District.

Lump Sum Base Bid

LUMP SUM BASE BID: The undersigned Bidder hereby offers to perform all the Work on Riverdale Grade School Offsite Improvements Project in accordance with the Contract Documents for the total fixed lump sum price of:

_____ Dollars (\$_____)
(Show amount in words and in figures; in case of discrepancy, the amount shown in words will govern.)

Bid Alternates

Not Applicable

Contract Unit Bid Prices

Not Applicable

Allowances

\$20,000

Median

Landscape

The undersigned Bidder has enclosed the required Bid security and other items required by the ITB, including but not limited to:

- Bidder's Responsibility Information Form (all pages);
- Certification of Non-Discrimination;
- Bidder Residency Statement; and
- Non-Collusion Declaration.

Dated: _____

Bidder's Company Name

Signature

Name

Title

Bidder's Federal Tax ID Number:

< END OF BID FORM >

**Appendix B
BID BOND**

(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and _____
(Here insert full name and address or legal title of Surety)

a Corporation duly organized under the laws of the State of Oregon as Surety, hereinafter called the Surety, are held and firmly bound unto Riverdale School District, as Obligee, hereinafter called the Obligee, in the sum of ten percent (10%) of the total amount of the Bid for work herein described, for the payment of which sum well and truly to be made, as agreed and liquidated damages, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a Bid for the Riverdale Grade School Offsite Improvements Project.

NOW, THEREFORE, if the Obligee shall accept the Bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such Bid, and give such good and sufficient payment and performance bonds as may be specified in the Contract Documents for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, then this obligation shall be null and void, otherwise to remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligation of the Surety and this bond shall be in no way impaired or affected by any extension of the time within which the Obligee may accept such Bid, and the Surety does hereby waive notice of any such extension.

Signed and sealed this _____ day of _____, 20__.

(Witness)	(Principal)	(Seal)
	(Title)	

(Witness)	(Surety)	(Seal)
	(Title)	

< END OF APPENDIX B >

**RIVERDALE SCHOOL DISTRICT
RIVERDALE GRADE SCHOOL OFFSITE IMPROVEMENTS**

Appendix C
DRAWINGS AND SPECIFICATIONS
OTHER RELEVANT DOCUMENTS

1. Drawings: Issued for Bid / 2026-05-08 - Riverdale Site Plan ITB
DRAWINGS PUBLISH 20260527
2. Specifications: Multnomah County Design and Construction Manual
3. 2026-05-08 - Riverdale Site Plan Landscape Allowance
4. 3005 Riverdale School Topo 2026-02-17
5. Stationary Lane Closure Requirements OTTCH DIA320
6. COP LU 23-103216 CU (4240005) – Land Use Decision Executed
20240523
7. DJC Advertisement Riverdale Offsite Improvements publish 20260527
8. 000112 – RIVERDALE A101-2017
9. 002113 – RIVERDALE INVITATION TO BID & BID FORM
10. 007200a_A201-2017 RIVERDALE GENERAL CONDITIONS

< END OF APPENDIX C >

Appendix D
BIDDER'S RESPONSIBILITY INFORMATION FORM

BIDDER MUST COMPLETE ALL PAGES OF THIS FORM.

Bidder Name: _____

CCB #: _____

Use additional pages as needed to provide full and complete responses.

1. **EXPERIENCE:** List the number of years Bidder has been operating its business under its current license. If Bidder's business has been in continuous existence under a current active license and a previous license number, then identify the previous license number. List and briefly describe a minimum of three similar projects performed by Bidder in the past five years that best characterize Bidder's capabilities. Include relevant data such as the type of work involved and project dates. Describe how Bidder meets this experience requirement (use separate sheet if additional space is needed):

2. **LAWSUITS/JUDGMENTS:** Within the past five years, has Bidder had any lawsuits filed against it involving contract disputes? For the purposes of this request, "lawsuits" include demands for arbitration and "judgments" includes arbitration awards. YES/NO

If "YES," indicate dates and ultimate resolution of suit (with regard to judgments, include jurisdiction and date of final judgment or dismissal).

3. **BANKRUPTCY:** Within the past 36 months, has Bidder filed a bankruptcy action, filed for reorganization, made a general assignment of assets for the benefit of creditors, or had an action for insolvency instituted against it? YES/NO

If "YES," supply filing dates, jurisdictions, type of action, ultimate resolution, and dates of judgment or dismissal, if applicable.

4. **LAWSUITS BY CREDITORS:** Within the past 24 months, has Bidder had any lawsuits filed against it by creditors? YES/NO

If "YES," indicate dates and ultimate resolution of suit (with regard to judgments include jurisdiction and date of final judgment or dismissal).

5. **OREGON CONSTRUCTION CONTRACTORS BOARD LICENSING:** Is Bidder licensed with the Oregon Construction Contractors Board at the time Bidder submits a Bid for the work under this ITB? YES/NO

If "YES," indicate Oregon Construction Contractors Board license number and expiration date.

6. ABILITY TO PERFORM WITHIN TIME SPECIFIED: List the project titles, original contract time and change order extensions for three specific projects in the past five years. Bidder shall document that it achieved substantial completion of such three projects of similar size and scope within no more than 105% of the final contracted time for completion (including change ordered adjustments). If the Bidder cannot document three such projects, the Bidder may submit alternative documentation of one or more similar projects where the Bidder did not achieve substantial completion within 105% of the final contract time, a calculation of the total percentage of time over the final contract time necessary to achieve substantial completion, and an explanation as to why the required additional time was beyond the Bidder's control.

7. DEBARMENT: Has Bidder been debarred by any public agency within the past two years? YES/NO

If "YES," identify the public agencies.

8. NON-COMPLETION: Has Bidder failed to complete a contract in the last five years? YES/NO

If "YES," identify the project(s).

9. COMPLETION BY SURETY: Has Bidder ever defaulted on a contract forcing a surety to suffer a loss?
YES/NO

If "YES," identify the project(s).

10. SUSPENSION, DISMISSAL, DEFAULT: Has Bidder been suspended, dismissed, or declared in default from a project during the last five years? YES/NO

If "YES," identify the project(s) and the type of action taken against Bidder.

11. BOND REQUIREMENT: For the project described under this ITB, can Bidder obtain payment bond and performance bond issued by a surety which is authorized to transact surety business in the State of Oregon?
YES/NO

If "YES," identify name of surety, contact name, address, phone number, and email address.

12. SURETY CLAIMS: Have there been any surety claims against Bidder's company on any contracts which have been performed or are in the course of being performed? YES/NO

If "YES," identify the project and explain the nature of the claims.

13. REVOKED LICENSE: Has Bidder's company or any key person in the company had a license revoked by the Oregon Construction Contractors Board? YES/NO

If "YES," explain the underlying reason for the revocation of the license.

14. CRIMINAL OFFENSE: Has Bidder's company or any key person in the company been convicted of a crime involving fraud, material misrepresentation or any crime involving the awarding of a contract for a government construction project or the bidding or performance of a government contract? YES /NO

15. DEMAND ON PERFORMANCE BOND: In the last five years, has an owner ever made a demand on your performance bond? YES/NO

16. TERMINATION OF BONDING/INSURANCE COVERAGE: In the last five years, has a surety or insurance company terminated your or your company's existing bonding and/or insurance coverage due to excessive claims history and/or non-payment of premiums? YES/NO

17. CITATIONS OR ENFORCEMENT ACTIONS: Within the last five years, have you or your company been cited or subject to any enforcement action for violation of any applicable law or regulations related to its performance of a prior construction contract? For the purposes of this section, "applicable law or regulations" includes, without limitation, any building, zoning, environmental, site development, or Oregon Public Contracting Code regulations with which a prior project was required to comply, including non-discrimination regulations and prevailing wage requirements. YES/NO

If "YES," state the date, nature, and final resolution of every such citation or enforcement action.

18. BONDING: What is the largest contract you have had bonded through the surety company named in Question #11 above? Please identify the project name, the nature of the project, the date of the project, and the original contract price.

19. BIDDER INSURANCE: Provide liability insurance certificate showing that your company is covered by liability insurance in amounts required in the contract. Prior to contract execution, successful Bidder must provide the District all Insurance Certificates as specified in the contract.

20. PAY EQUITY TRAINING CERTIFICATION: Do you employ 50 or more full-time workers? YES/NO

If "YES" and your Bid exceeds \$500,000, do you possess an unexpired certificate issued by the Oregon Department of Administrative Services under ORS 279A.167? YES/NO

21. BIDDER REFERENCES FOR COMPARABLE PROJECTS IN SIZE AND SCOPE

Bidder shall provide a list of three different project references with its Bid that can be contacted regarding the quality of workmanship and service that the Bidder provided on projects of comparable size and scope within the past five years. Bidder must provide all information requested below and may use either the form provided in this section or its own form. PLEASE NOTE: If a different form is used, it must still include ALL information required below, including a project description.

Project Reference #1
Names and Dates of Project:
Project Location:
Project Description:
Contact Person #1 Name:
Contact Person #1 Firm Name:
Contact Person #1 Phone, Email:
Contact Person #2 Name:
Contact Person #2 Firm Name:
Contact Person #2 Phone, Email:
Project Reference #2
Names and Dates of Project:
Project Location:
Project Description:
Contact Person #1 Name:
Contact Person #1 Firm Name:
Contact Person #1 Phone, Email:
Contact Person #2 Name:
Contact Person #2 Firm Name:
Contact Person #2 Phone, Email:
Project Reference #3
Names and Dates of Project:
Project Location:
Project Description:
Contact Person #1 Name:
Contact Person #1 Firm Name:
Contact Person #1 Phone, Email:
Contact Person #2 Name:
Contact Person #2 Firm Name:
Contact Person #2 Phone, Email:

< END OF APPENDIX D >

Appendix E
CERTIFICATION OF NON-DISCRIMINATION

The undersigned Bidder is aware that, under ORS 279A.110, a Bidder that competes for or is awarded a public contract may not discriminate against a subcontractor in awarding a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055. Accordingly, the undersigned Bidder hereby certifies as part of its bid submission that it has not discriminated and will not discriminate against a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business in awarding a subcontract for this Project.

Bidder's Name: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Dated: _____

< END OF APPENDIX E >

Appendix F
BIDDER RESIDENCY STATEMENT

Pursuant to ORS 279A.120, Oregon's reciprocal preference law, public contracting agencies shall, for the purposes of determining the lowest responsible Bidder and the awarding of a contract, add a percent increase on the Bid of a non-resident Bidder equal to the percent, if any, of the preference given to that Bidder in the state in which the Bidder resides.

As defined in ORS 279A.120, "Resident Bidder" means a Bidder that has paid unemployment taxes or income taxes in this state in the twelve calendar months immediately preceding submission of the Bid, has a business address in this state, and has stated in the Bid whether the Bidder is a "Resident Bidder." A "non-resident Bidder" is a Bidder who does not meet the definition of a "Resident Bidder" as stated above.

Bidder ____ IS ____ IS NOT a "Resident Bidder" as set forth above.

If a Resident Bidder, enter your Oregon business address below:

If a Non-resident Bidder, enter state of residency:

Bidder hereby certifies that the information provided is true and accurate.

Bidder's Name: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Dated: _____

< END OF APPENDIX F >

Appendix G

NON-COLLUSION DECLARATIONS

STATE OF _____)
) ss.
County of _____)

I state that I am authorized to make this declaration on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the prices and amount of this bid.

I declare under penalty of perjury that:

1. The prices and amounts of this bid have been arrived at independently and without consultation, communication, or agreement with any other bidder, or potential bidder.
2. That neither the prices nor the amount of this bid and neither the approximate prices nor approximate amounts of this bid have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
3. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit an intentionally high or non-competitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other non-competitive bid.
5. My firm, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by state or federal law in any jurisdiction, including conspiracy or collusion with respect to bidding on any public contract.
6. I state that I understand that the above representations are material and important, and that they will be relied upon by the District in awarding the contract for which this bid is submitted. I understand, and my firm understands, that any misstatement in this declaration is and shall be treated as a fraudulent concealment from the District of the true facts relating to the submission of bids on this contract, and agree that such misstatements could subject the undersigned and my firm to damages.

Name of Firm

Printed Name and Title

Signature _____

< END OF APPENDIX G >

**RIVERDALE SCHOOL DISTRICT
RIVERDALE GRADE SCHOOL OFFSITE IMPROVEMENTS**

Appendix H
FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

Project Name: **Riverdale Grade School Offsite Improvements**

Bid Number: _____

Bid Closing: Date _____, Time _____

This form must be submitted at the location specified in the ITB on the advertised bid closing date and within two hours after the advertised bid closing time.

List below the name of each subcontractor that will be furnishing labor or will be furnishing labor and materials and that is required to be disclosed, the category of work that the subcontractor will be performing and the dollar value of the subcontract. Enter "NONE" if there are no subcontractors that need to be disclosed.

Subcontractor Name	Category of Work	Dollar Value of Subcontract

(ATTACH ADDITIONAL SHEETS IF NEEDED.)

Failure to submit this form by the disclosure deadline will result in a nonresponsive bid. A nonresponsive bid will not be considered for award.

Bidder's Name: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Phone Number: _____

Dated: _____

Appendix I

Form of Contract

FORM OF CONTRACT

- A. Modified AIA Document A101 - 2017 "Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum" will be the Contract for this Project.
 - 1. A DRAFT COPY POSTED TO RIVERDALE Website

RELATED DOCUMENTS

- 1. Drawings: Issued for Bid / 2026-05-08 - Riverdale Site Plan ITB DRAWINGS PUBLISH 20260527
- 2. Specifications: Multnomah County Design and Construction Manual
- 3. 2026-05-08 - Riverdale Site Plan Landscape Allowance
- 4. 3005 Riverdale School Topo 2026-02-17
- 5. Stationary Lane Closure Requirements OTTCH DIA320
- 6. COP LU 23-103216 CU (4240005) – Land Use Decision Executed 20240523
- 7. DJC Advertisement Riverdale Offsite Improvements publish 20260527
- 8. 000112 – RIVERDALE A101-2017
- 9. 002113 – RIVERDALE INVITATION TO BID & BID FORM
- 10. 007200a_A201-2017 RIVERDALE GENERAL CONDITIONS

**RIVERDALE SCHOOL DISTRICT
RIVERDALE GRADE SCHOOL OFFSITE IMPROVEMENTS**