

# Lane Education Service District

## Invitation to Bid

**S-P20002-00003830**

<https://OregonBuys.gov/bsol>  
<http://www.lesd.k12.or.us/facilities/projects/>

## Office Remodel for Migrant Education Department



### Closing Date & Time

**September 1<sup>st</sup>, 2022, 2:00 PM (PST)**

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## **SECTION B – PURPOSE, GENERAL INFORMATION & DEFINITIONS**

### B.1 INTRODUCTION:

#### B.1.1 OVERVIEW, OBJECTIVES, BACKGROUND:

On behalf of the Migrant Education Program, Lane Education Service District, Eugene, Oregon will receive sealed bids for the project titled, Office Remodel for Migrant Education Program, in writing from Contractors until 2:00 PM, Pacific Time, Thursday, September 1<sup>st</sup>, 2022, for materials/services described within the Drawings and Specification prepared by Q Sterry, Inspired Architecture, LLC.

The Migrant Education Office is located at the Lane Education Service District Administrative office at 1200 Highway 99 N., Eugene, Oregon 97402. Bids are to be delivered to that same address.

All interested parties are entitled to attend the bid opening held at the Lane Education Service District Administration Office at 1200 Highway 99, Eugene Oregon 97402 at 2:00 PM, Pacific Time, Thursday, September 1st, 2022.

#### About the Migrant Education Program:

The Migrant Education Program is a Federal program that provides supplemental services to migrant students in order to ensure their academic success from preschool through high school graduation; either through a high school diploma or obtaining a GED; in order to achieve a successful transition to post-secondary education and/or working life.

The Migrant Program recognizes that all families have valuable cultural resources and strengths that contribute to the success of their students, so difficulties related to their status as migrant students should not be a barrier to accessing quality education and obtaining tools to be able to navigate the education system effectively and proactively.

#### About Lane ESD:

Through the Lane ESD strategic plan, all stakeholders are committed to ensuring a safe, positive, and rigorous learning environment to prepare lifelong learners to reach their maximum potential. Our region has great schools, dedicated teachers, committed parents, and supportive community partners to help each learner achieve success in the classroom and beyond. Essential elements of quality instruction include, but are not limited to: Implementation of the district curriculum, teaching to the standards, utilizing effective methods of delivery, providing rigorous content, assessing, reteaching, and providing expanded opportunities in the learning process. It is important to have a collective data system to monitor, ensure ongoing progress and support, drive instruction, alert personnel of successes, and pinpoint areas of needed growth with the end goal of optimal student achievement.

## District Overview

Oregon established Education Service Districts (ESDs) to provide support to public school districts in their regions. There are 19 ESDs across the state. Lane ESD's services are developed in collaboration

### Services focus on four primary areas:

- Services for students with special needs
- Administrative Services
- Technology Support
- School Improvement

### Core Purpose:

#### *Shaping the Future: Supporting Excellence in Education*

with Lane County's 16 school districts. They focus on four primary areas – services for students with special needs, school improvement, technology support, and administrative services. Lane ESD also oversees a number of federal and state grants. Services are outlined in Lane ESD's Local Service Plan, which is developed in collaboration with the school districts and approved annually by every Lane County school board.

### Core Values

**Professional Responsibility** – Lane ESD supports a respectful work environment and access to educational services to all students

- Commitment – To districts, student, and employee success
- Leadership – That is informed, responsive, visionary, proactive, and planful
- Collaboration – Actively engaged with our partners to achieve success
- Integrity – Approach our work with ethical actions, making and keeping commitments, courage, and humility

### Equity

- We will use the Equity Lens to guide all the work at the Lane ESD and with our community partners.
- To be equity leaders and ensure equitable outcomes for students in Lane County, all ESD staff will receive professional development around the historical oppression, racism, and current marginalization of people of color, people with unique and diverse abilities and other underserved populations in Oregon and our country as well as training to use the
- Equity Lens.
- We will collaborate and support each other in achieving the vision and mission. Our success is measured by our overall impact on equitable outcomes for students in Lane County.
- We will create a structure to hear student voices and use these students' input to guide the work of the strategic plan and decisions made by Lane ESD.
- Our strategic plan will utilize accessible and inclusive language.
- It will be translated into multiple languages and use multimedia to reach all our students, parents, guardians, caregivers, and community members.
- We are accountable for the vision, mission, achieving our goals, and for reporting our progress toward defined outcomes to our community.

### Goals

Lane ESD sets the standard as a model service provider by:

- Exceeding the goals of our local service plan
- Maximizing our resources to achieve outstanding results
- Our students becoming integral members of their communities
- Local school districts recognizing the relationship between Lane ESD support services and improvement in student achievement

### Governance

- Lane ESD is governed by a seven-member elected board with representatives from throughout Lane County.

B.1.2 CONTRACT TERM: The Contract is anticipated to start as soon as the Contract has been awarded, produced and signed by all parties. The initial Contract term shall be for six (6) months. The parties may agree to extend the term of the Contract up to a maximum of (1) year.

B.1.3 METHOD OF COMPENSATION: The contract payment method for the Office Remodel for Migrant Education Department shall be a one-time fixed price.

B.1.4. PROPOSER QUALIFICATIONS: In order to meet Lane ESD's requirements to complete this project, the contractor must possess proven experience and qualifications with structural modifications like the one outlined in the attached specifications. References provided with the bid documents will be checked before an intent to award is issued.

B.2 SCHEDULE: Please note the following dates and deadlines.

ITB Release Date	Wednesday, July 20 <sup>th</sup> , 2022
Mandatory Pre Bid Meeting & Tour	Wednesday, August 3 <sup>rd</sup> , 1:00 PM-3:00 PM PST
Written Questions/Request for Clarifications, Substitution or Change Due	Friday, August 12 <sup>th</sup> , 5:00 PM PST
Responses to questions/requests posted and any addenda issued on Oregon Buys and Lane ESD website	Friday, August 19 <sup>th</sup> , 2022
<b>Bid Closing:</b> Bid Submittal Due	<b>Thursday, September 1st, 2:00 PM PST</b>
Issuance of Notice of Intent to Award	Monday, September 5 <sup>th</sup> , 2022
Contract Award	Tuesday, September 13 <sup>th</sup> , 2022

B.3 DEFINITIONS: Together with the Definitions found in Section A.1 of the General Conditions, the following definitions apply to this ITB and the resulting Contract.

B.3.1 "Addendum" means an addition or deletion to, a material change in, or a clarification of, the ITB. Each Addendum shall be labeled as such and shall be made available to all interested Offerors in accordance with OAR 125-249-0250(2). The plural form of "Addendum" is "Addenda."

B.3.2 "Agency" means the Lane Education Service District

B.3.3 "Bid" means the Offeror's written offer submitted in response to the ITB, including all necessary attachments and information required to be submitted prior to award. Bid also means "Offer".

B.3.4 "Bidder" means an individual, organization or representative of an organization that submits a Bid in response to an ITB. Bidder also means "Offeror".

B.3.5 "Closing" means the date and time set in the ITB for Bid submission, after which Bids may not be submitted, modified, or withdrawn by Bidder.

B.3.6 "ESD" means Education Service District.

B.3.7 "Invitation to Bid" or "ITB" means all documents, whether attached or incorporated by reference, and any Addenda thereto, used for soliciting Bids.

B.3.8 "Opening" means the date/time set to read the Bid submittals.

B.3.9 OregonBuys means the on-line electronic Oregon Automated Procurement System administered by the Oregon Department of Administrative Services. The OregonBuys System website is located at: <https://OregonBuys.gov/bsol/>

B.3.10 "Plan Center" means organizations and business locations where Bidders may view, download or purchase copies of all documents relating to the ITB.

B.3.11 "State" means the State of Oregon.

B.3.12 "Writing" means letters, characters and symbols inscribed on paper by hand, print, type or other method of impression, intend to represent or convey particular ideas or meanings. "Writing" when required or permitted by law, or required or permitted in a Solicitation Document, also means letters, characters and symbols made in electronic form and intended to represent or convey particular ideas or meanings.

## SECTION C - GENERAL BIDDING INFORMATION/INSTRUCTIONS TO OFFERORS

### C.1 GENERAL INFORMATION

#### C.1.0 PRE-BID CONFERENCE:

C.1.0.1 A mandatory pre-bid meeting/tour will be held at the Lane ESD headquarters, 1200 Highway 99 N, Eugene, Oregon 97402, Wednesday, August 5<sup>th</sup>, 2022 at 1:00PM PST. All attendees shall convene at the lobby of the building where they will be escorted to the worksite. Attendance will be taken. Bids will only be considered from those contractors attending the mandatory pre-bid meeting and tour. All other bids will be returned and unopened. The requirements for this project and its bid package will be discussed. Questions will be taken and decisions will be distributed by Addenda.

C.1.0.2 Any statements made during a site visit will not change the Plans, Specifications or other Contract Documents unless an Addendum has been issued from Lane ESD and advertised on the OregonBuys System.

C.1.0.2/C.1.0.3 SITE ACCESS: Site access will be available by appointment only. Please see project schedule for due dates for questions and substitution requests.

#### C.1.1 POINT(S) OF CONTACT:

C.1.1.1 The single contact point for questions regarding the ITB, forms, Specifications, Plans, bidding process, change, clarification, the award process, protests and any other issues that may arise, is **Brad Johnston** at 541-520-1747, fax 541-461-8298 and e-mail [bjohnston@lesd.k12.or.us](mailto:bjohnston@lesd.k12.or.us).

C.1.1.2 The contact point for requests for brand approval, or substitution requests is **Brad Johnston** at 541-520-1747, fax 541-461-8298 and e-mail [bjohnston@lesd.k12.or.us](mailto:bjohnston@lesd.k12.or.us).

#### C.1.2 ENGINEER AND CONSULTANT INFORMATION:

The following is a list of any engineers and consultants used on this project. This list is for informational purposes only. Offerors are prohibited from contacting these engineers and consultants during the solicitation process, unless otherwise authorized in this ITB.

#### **Q Sterry, Inspired Architecture**

PO Box 50096  
Eugene, Oregon 97405  
P: 541.517.3737

#### C.1.3 INVITATION TO BID DOCUMENT AVAILABILITY:

C.1.3.1 ITBs, ADDENDA AND ATTACHMENTS: ITBs, including all Addenda and most attachments, are posted on OregonBuys as part of the solicitation document and will not be mailed to prospective Offerors. The ITB, Addenda, and attachments are also available at the Lane ESD website listed on the cover page of the ITB.

C.1.3.2 ATTACHMENTS: Some exhibits and attachments cannot be viewed or downloaded through OregonBuys. In these cases, the solicitation will include instructions on how to obtain these documents.

C.1.3.3 DOCUMENTS OUTSIDE OF OREGONBUYS: Offerors that are unable to view these documents on OregonBuys or the Lane ESD website can pick up a copy of the ITB and attachments at the front office of Lane ESD's main campus:

Lane Education Service District  
1200 HWY 99 N  
Eugene, OR 97402

C.1.3.4 ADDENDA: Addenda are incorporated with the original solicitation as an attachment and can be viewed and downloaded by registered suppliers. Offerors should consult the OregonBuys System regularly and also check the Lane ESD website until closing to avoid missing any Addenda.

#### C.1.4 SUPPLIERS LIST:

To be listed on the suppliers list, interested parties must be registered on OregonBuys. Suppliers can register in OregonBuys at: <https://OregonBuys.gov/bsol>

Interested parties who download ITB documents from OregonBuys will automatically be added to the suppliers list. Interested parties who obtain the ITB documents from other means may add themselves to the suppliers list on OregonBuys. Interested parties who have entered their company on OregonBuys are responsible for making sure information is correct and accurate. The State of Oregon assumes no responsibility for the content of the interested parties' information shown on OregonBuys.

#### C.1.5 PLAN CENTERS:

The ITB document, Plans, Specifications, and any other solicitation documents may be examined at Lane Education Service District (Main Campus), 1200 HWY 99N, Eugene, Oregon 97402 or at a Plan Center noted below:

NOTE: OFFERORS WHO OBTAIN ITB DOCUMENTS, PLANS AND SPECIFICATIONS FROM PLAN CENTERS WILL NOT APPEAR ON THE SUPPLIERS LIST. See Section C.1.4.

Daily Journal of Commerce Plan Center, 921 SW Washington St., Ste. 210 Portland OR 97205

Eugene Builder's Exchange, 2460 W 11th Street Eugene, OR 97402

McGraw Hill Construction Dodge, 3461 NW Yeon, Portland, OR 97210

OAME, 4134 N. Vancouver Ave Portland, OR 97217

Oregon Contractor Plan Center, 14625 SE 82nd Dr., Clackamas, OR 97015

Salem Contractors Exchange, 2256 Judson Street SE, Salem, OR 97302

Willamette Valley Bid Center 32054 Old Hwy 34, PO Box 440 Tangent, Or. 97389

#### C.1.6 TRADE SECRETS:

Any information Offeror submits in response to the ITB that Offeror considers a trade secret under ORS 192.501(2) or confidential proprietary information, and that Offeror wishes to protect from public disclosure, must be clearly labeled with the following: "This information constitutes a trade secret under ORS 192.501(2) or confidential proprietary information, and is not to be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192." Offerors are cautioned that price information submitted in response to an ITB is generally not considered a trade secret under the Oregon Public Records Law. Further, information submitted by Offerors that is already in the public domain is not protected. The State shall not be liable for disclosure or release of information when authorized or required by law or court order to do so. The State shall also be immune from liability for disclosure or release of information under the circumstances set out in ORS 646.473(3).

#### C.1.7 SOLICITATION LAW, RULES AND GENERAL CONDITIONS:

This ITB and the resulting Contract are governed by Oregon Law. Specific laws and rules that govern the solicitation process are found in Chapters 279A and 279C of the Oregon Revised Statutes, and Divisions 246 and 249 of the Administrative Rules of the Oregon Department of Administrative Services. The ITB and resulting Contract may be subject to other laws and rules. Offerors should obtain and become acquainted with the applicable provisions of the above laws and rules. Copies may be obtained as follows:

C.1.7.1 OREGON REVISED STATUTES (ORS Chapters 279A and 279C) - Can be obtained from Legislative Counsel Committee, S101 State Capitol, Salem, OR 97310-0630. Phone (503) 378-8146, or on line at: <http://www.leg.state.or.us/ors/home.html>

C.1.7.2 OREGON DEPARTMENT OF ADMINISTRATIVE SERVICES ADMINISTRATIVE RULES - (OAR Chapter 125, Divisions 246 and 249) - Can be obtained from the Department of Administrative Services, 1225 Ferry Street SE U140, Salem, OR 97301-4285. Phone (503) 378-4642 or on line at: <http://arcweb.sos.state.or.us/banners/rules.htm>

C.1.7.3 In addition to the foregoing, this solicitation and the Contract are governed by the STATE OF OREGON GENERAL CONDITIONS FOR PUBLIC IMPROVEMENT CONTRACTS, "General Conditions" dated January 1, 2012, which are incorporated herein by reference. See Exhibit 6.

#### C.1.8 BRAND NAME USAGE:

C.1.8.1 BRAND NAME: Any brand name listed in the specifications without an "or equal" "or approved equal" shall establish the minimum requirements for quality, utility, durability, function, and purpose. Other brand names may be used in the construction of the project as long as they are equal to or better than the product brand named, and the brand named is not mandated pursuant to a brand name exemption.

C.1.8.2 BRAND NAME "OR EQUAL": Any brand name listed in the specifications with an "or equal" shall establish the minimum requirements for quality, utility, durability, function, and purpose. Other brand names may be used in the construction of the project as long as they are equal to or better than the product brand named, and the proposed product has been approved in writing by the Owner's Authorized Representative prior to installation, and the brand named is not mandated pursuant to a brand name exemption.

The Owner's Authorized Representative shall determine, in its sole discretion, whether a product offered is "or equal".

C.1.8.3 BRAND NAME "OR APPROVED EQUAL": Any brand name listed in the specifications with an "or approved equal" or an "or approved equivalent" shall establish the minimum requirements for quality, utility, durability, function, and purpose. Other brand names may be used in the construction of the project as long as they are equal to or better than the product brand named, and the product has been pre-approved in writing **during the bidding process** detailed in Section C.2, and the brand named is not mandated pursuant to a brand name exemption.

Lane ESD shall determine, in its sole discretion, whether a product offered is "or approved equal".

## C.2 SOLICITATION PROTEST; REQUEST FOR CHANGE; REQUEST FOR CLARIFICATION; REQUEST FOR BRAND NAME / PRODUCT SUBSTITUTION

C.2.1 PROCEDURE: The appropriate means of seeking clarifications or modifications to provisions of an ITB are through (a) requests for approval of an "or approved equal" or an "or approved equivalent"; (b) requests for clarification; (c) formal submittal of requests for changes to contractual terms or Specifications or Plans; and (d) formal submittal of protests of contractual terms or Specifications or Plans. Any Bid response that includes non-approved alternate product brands where approval is required, or that takes exception to the Specifications or Plans or contractual terms of the ITB may be deemed non-responsive and may be rejected.

C.2.2 METHOD OF SUBMITTING REQUESTS FOR MODIFICATION OF ITB PROVISIONS: Requests for brand approval, requests for substitution, requests for clarification, requests for change, and Bid protests shall be made in Writing and marked as follows:

Bid Request for:

Brand Approval/Request for Substitution/Request for Clarification/Request Change/Protest

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and must be received by the appropriate point of contact as identified in Section C.1.1 by **5:00 P.M.** (Pacific time) on **Friday, August 12<sup>th</sup>, 2022**. Unless this specific deadline is extended by subsequent Addenda, no requests for brand approval, requests for substitution, requests for clarification, requests for change or protests pertaining to provisions contained in the originally-issued ITB will be considered after the date specified herein.



**C.2.3 REQUEST FOR APPROVAL OF AN "OR APPROVED EQUAL" OR AN "OR APPROVED EQUIVALENT":** Pursuant to Section C.1.8.3, Offerors shall provide that product unless another is approved through a request for approval of an "or approved equal" or an "or approved equivalent, or a product exemption has been issued (ORS 279C.345). Other brands of equal quality, merit and utility will be considered upon proper submittal of the request with appropriate documentation.

Requests shall be made in writing and be submitted to the name of the Point of Contact under C.1.1.2 of the ITB document. To be considered, the request for changes must be received by the deadline specified in C.2.2.

- Requests shall provide all the information necessary Lane ESD to determine product acceptability.
- Failure to provide sufficient information with the request shall be cause for the request not to be considered as equivalent
- Any product subsequently approved for substitution shall be listed on an Addendum issued by Lane ESD and posted on OregonBuys and the Lane ESD website.

**C.2.4 REQUEST FOR CLARIFICATION:** Any Offeror that finds discrepancies in, or omissions from any provision of the ITB, Plans, Specifications, or Contract Documents or has doubt as to the meaning, shall make a request for clarification in writing, to the contact point listed in Section C.1.1.1. To be considered, the request for clarification must be received by Lane ESD by the deadline specified in Section C.2.2.

**C.2.5 REQUEST FOR CHANGES TO CONTRACTUAL TERMS OR SPECIFICATIONS OR PLANS:** Any Offeror may submit a request for changes to contractual terms, Plans, or Specifications, in writing, to the contact point listed in Section C.1.1.1. To be considered, the request for changes must be received by Lane ESD by the deadline specified in Section C.2.2. The request shall include the reason for requested changes, supported by factual documentation, and any proposed changes.

**C.2.6 PROTEST OF CONTRACTUAL TERMS, PLANS, OR SPECIFICATIONS:** Any Offeror who believes contractual terms, Plans, or Specifications are unnecessarily restrictive or limit competition may submit a protest, in writing, to the contact point listed in Section C.1.1.1. To be considered, the protest must be received by Lane ESD by the deadline specified in Section C.2.2. The protest shall include the legal and factual grounds for the protest, a description of the resulting prejudice to the Offeror if the protest is not granted, and any proposed changes.

**C.2.7 RESPONSE TO REQUESTS FOR CLARIFICATION:** Clarifications, whether verbal, in writing, or included in an Addendum as a "clarification," do not change Plans, Specifications, contractual terms, or procurement requirements of an ITB. If a request for clarification raises an issue that Lane ESD determines should be handled by formally amending the ITB, Lane ESD will do so only by announcing such a change in an Addendum, not through information identified as a "clarification."

**C.2.8 RESPONSE TO REQUESTS FOR BRAND APPROVAL, REQUESTS FOR SUBSTITUTION, REQUESTS FOR CHANGE AND PROTESTS:** Lane ESD shall promptly respond to each properly submitted written request for brand approval, request for substitution, request for change, and protest. Where appropriate, Lane ESD will issue ITB revisions via Addenda posted on the OREGONBUYS System and the Lane ESD website. Lane ESD may also informally respond to Offeror questions.

**HOWEVER, INFORMAL RESPONSES DO NOT AFFECT THE PROVISIONS OF THE ITB. PLANS, SPECIFICATIONS, CONTRACTUAL TERMS, AND PROCUREMENT REQUIREMENTS OF THE ITB CAN ONLY BE CHANGED VIA ADDENDA ISSUED BY DAS AND POSTED ON THE OREGONBUYS SYSTEM.**

### **C.3 PROTEST OF ADDENDA**

Requests for clarification, requests for change, and protests of Addenda must be received by the time and date specified in the Addendum or they will not be considered. Lane ESD will not consider requests or protests of matters not added or modified by the Addendum.

## C.4 OFFER FORMAT

C.4.1 SIGNATURE IN INK REQUIRED: All Offer documents requiring signature must be signed in ink by an authorized representative of the Offeror.

C.4.2 IN WRITING: Offers and pricing information shall be prepared by typewriter, ink or by computer, but must be signed in ink by an authorized representative of the Offeror. No oral, telegraphic, telephone, e-mail or facsimile Bids will be accepted.

C.4.3 FORMS TO BE USED: Required information shall be submitted on the forms specified in the ITB. Any information Offeror submits that is not required to be included on forms prescribed by Lane ESD shall be formatted in the manner called for in the ITB and submitted on Offeror's letterhead.

C.4.4 INFORMATION TO BE SUBMITTED WITH THE OFFER: The items listed below in this section shall be submitted or the Offer shall be found to be non-responsive.

*The following shall be submitted prior to Closing:*

- Pricing Submittal Form, Exhibit 1;
- Bid Security Requirements as per Section D;
- Construction Contractors Board (CCB) Registration Requirements; Asbestos Abatement Licensing Requirements, & Joint Venture - Partnership Declaration, Section G;
- Addenda Acknowledgement; Section H;
- Responsibility Inquiry & Contractor References; ESB Utilization, Section I;
- Residency Information, Section K;
- Signature of Bidder's Duly Authorized Representative, Section O;
- Addenda (If required)

*The following shall be submitted either with the Bid submission or within two (2) working hours after the Closing:*

- First Tier Subcontractor Disclosure Form, Section F

C.4.5 BID MODIFICATION PRIOR TO CLOSING: Alterations and erasures made before Offer submission must EACH be INDIVIDUALLY initialed in ink by the person signing the Offer. Offers, once submitted, may be modified in writing before Closing. Modifications made after Offer submission shall be prepared on Offeror's letterhead, be signed by an authorized representative, and state that the modifications amend and supersede the prior Offer. Failure to comply with the provisions of this paragraph of Section C.4.5 will result in Bid rejection.

C.4.5.1 Nothing in Section C.4.5 shall be construed as allowing the Offeror to alter or otherwise change the form of the Bid, the form of the Contract, the conditions of the Bid, or the Specifications or Plans attached to the Bid documents.

C.4.5.2 Modifications must be submitted in a sealed envelope marked as follows:

Bid Modification  
S-P20002-00003830  
September 1<sup>st</sup>, 2022, 2:00 PM

C.4.5.3 Offerors may not modify Offers after Closing.

## C.5 OFFER SUBMISSION

C.5.1 SIGNATURE REQUIRED: OFFER SUBMITTED BY OFFEROR MUST BEAR AN ORIGINAL SIGNATURE. FAILURE TO SUBMIT AN OFFER BEARING AN ORIGINAL SIGNATURE WILL RESULT IN REJECTION OF THE BID.

**C.5.2 SEALED ENVELOPE; ADDRESS AND COVER INFORMATION:** Offers shall be submitted in sealed packages or envelopes. To ensure proper identification and handling, all packages and envelopes shall be clearly marked as follows:

Office Remodel for Migrant Education Department  
S-P20002-00003830  
September 1<sup>st</sup>, 2022, 2:00 PM

LANE EDUCATION SERVICE DISTRICT  
1200 HWY 99 N  
EUGENE, OREGON 97402

Lane ESD shall not be responsible for the proper handling of any Offer not properly identified, marked and submitted in a timely manner.

## **C.6 OFFER WITHDRAWALS PRIOR TO CLOSING**

**C.6.1 IN WRITING:** Offers may be withdrawn in writing when submitted on Offeror's letterhead, signed by an authorized representative, and received by Lane ESD prior to Closing. Offer withdrawals submitted in writing must be labeled as such and contain the ITB number.

Offers will be publicly opened and read at the Opening at the Closing date/time specified on page one (1) of the ITB, at Lane Education Service District, at 1200 Highway 99 N, Eugene, Oregon 97402. Only the name of the Offeror(s) and the total cost will be read at the opening. It is optional for Offerors to attend Opening. Award decisions will not be made at Opening. Bids received after the date/time for Closing will not be considered for award.

**C.7.2 FIRST TIER SUBCONTRACTOR DISCLOSURE FORM:** First tier subcontractor disclosure forms must be returned, and date/time stamped within two working hours after the Closing to 1200 Highway 99 N, Eugene, OR 97402. Failure to comply with this requirement shall result in rejection of the Offer as non-responsive.

## **C.8 PRELIMINARY BID RESULTS**

Prior to the Intent to Award Announcement, Lane ESD may post preliminary bid results on the OregonBuys System or Lane ESD website. Such postings may not be correct and are not final.

## **C.9 TIME FOR OFFER ACCEPTANCE**

An Offeror's Offer is a firm Offer, irrevocable, valid and binding on the Offeror for not less than 90 calendar days from the Closing date.

## **C.10 EXTENSION OF TIME FOR OFFER ACCEPTANCE**

Lane ESD may request, orally or in writing, that Offerors extend, in writing, the time during which Lane ESD may consider their Offers. If an Offeror agrees to such extension, the Offer shall continue as a firm Offer, irrevocable, valid and binding on the Offeror for the agreed-upon extension period.

## **C.11 METHOD OF AWARD**

The responsiveness of Bids and responsibility of Offerors and of their proposed subcontractors will be considered in making the award.

**C.11.1 METHOD OF BID AWARD:** Award will be made to the responsible Bidder submitting the lowest total for a responsive BASE BID. The State reserves the right to reject all Bids.

## **C.12 SUBSTANTIAL COMPLIANCE REQUIRED**

Offers not in substantial compliance with ITB requirements cannot be considered and cannot be supplemented by submissions delivered after Closing. However, Lane ESD may waive minor informalities and irregularities, and may seek clarification of any response that, in its sole discretion, it deems necessary or advisable.

### **C.13 OFFER EVALUATION CRITERIA**

Offers will be evaluated to identify the lowest responsive Offer submitted by a responsible Offeror and not otherwise disqualified. (Refer to OAR 125-249-0390) Adjustments made to account for reciprocal preferences will be for Offer evaluation purposes only. No such adjustments shall operate to amend Offeror's Offer or any Contract awarded pursuant thereto.

**C.13.1 RESPONSIVENESS:** For its Bid to be considered responsive, the Offeror must substantially comply in all material respects with applicable solicitation procedures and requirements and the solicitation documents. In making such evaluation, Lane ESD may waive minor informalities and irregularities.

**C.13.2 RESPONSIBILITY:** Prior to award of a Contract, Lane ESD will evaluate whether the apparent successful Offeror meets the applicable standards of responsibility identified in ORS 279C.375(3) and OAR 125-249-0390. In doing so, Lane ESD may investigate Offeror and request information in addition to that already required in the ITB, when Lane ESD, in its sole discretion, considers it necessary or advisable.

**C.13.3 OREGON PREFERENCE:** Awards shall be subject to preference for products produced or manufactured in Oregon, if price, fitness and quality are equal; and, solely for the purpose of evaluating Bids, Lane ESD will add a percent increase to the Bid of a non-resident Bidder equal to the percent, if any, of the preference given to the Bidder in the state in which the Bidder resides. For example, if the Offeror is from a state that grants a ten (10) percent preference to local Offerors, Lane ESD will add ten (10) percent to that Offeror's Offer price (OAR 125-246-0300, 125-246-0310, and 125-249-0390).

### **C.14 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 Lane ESD that any Offer submitted was complete, sufficient, lawful in any respect, or otherwise in substantial compliance with the ITB requirements.

### **C.15 WITHDRAWAL BY LANE ESD OF BID ITEMS PRIOR TO AWARD**

Lane ESD reserves the right to delete Bid items. The deletion of one or more Bid items will not affect the method of award.

### **C.16 REJECTION OF OFFERS**

**C.16.1 REJECTION OF ALL OFFERS:** Lane ESD may reject all Offers for good cause upon its finding that it is in the public interest to do so.

**C.16.2 REJECTION OF PARTICULAR OFFERS:** Lane ESD may reject a particular Offer for any of the reasons listed under OAR 125-249-0440.

### **C.17 INTENT-TO-AWARD ANNOUNCEMENT**

Lane ESD reserves the right to announce its intent to award prior to formal Contract award by posting the tabulation sheet of Bid results on the OregonBuys System, or by letter or fax ("Intent-to-Award Announcement"). The Intent-to-Award Announcement shall serve as notice to all Offerors that Lane ESD intends to make an award.

### **C.18 PROTEST OF INTENT TO AWARD**

Adversely-affected or aggrieved Offerors shall have 7 calendar days from the date of the Intent-to-Award Announcement within which to file a written protest. Protests submitted after that date will not be considered. Protests must specify the grounds upon which the protest is based.

**C.18.1** In order to be an adversely affected or aggrieved Offeror, the Offeror must claim to be eligible for award of the Contract as the responsible Offeror submitting the lowest responsive Offeror and that any and all lower Offerors are ineligible to receive Contract award.

C.18.2 An actual Offeror who is adversely affected or aggrieved by the award of the Contract to another Offeror 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.

### **C.19 RESPONSE TO INTENT-TO-AWARD PROTESTS**

Lane ESD will respond in writing to intent-to-award protests submitted by adversely-affected or aggrieved Offerors. Lane ESD may also respond to intent-to-award protests submitted by other Offerors for purposes of clarification. However, any response provided by Lane ESD is not intended to, and shall not in and of itself constitute, confirmation that the Offeror is, in fact, adversely affected or aggrieved, and therefore entitled to protest an intent to award, or that the protest was timely filed.

### **C.20 AWARD**

After expiration of the 7-day intent-to-award protest period, and resolution of all protests, Lane ESD will proceed with final award. (If Lane ESD receives only one Bid, Lane ESD may dispense with the intent-to-award protest period and proceed with award of a Contract.)

### **C.21 COMMENCEMENT OF WORK**

Contractor shall not commence Work under the Contract until the Notice to Proceed has been issued.

### **C.22 REVIEW OF AWARDED BID FILES**

Awarded Bid files are public records and available for review at Lane ESD by appointment during regular business hours (Monday through Friday).

### **C.23 INFORMATION TO BE SUBMITTED BY THE APPARENT SUCCESSFUL OFFEROR**

C.23.1 INSURANCE: The apparent successful Offeror shall provide all required proofs of insurance to Lane ESD within 7 calendar days of notification of intent to award. Failure to present the required documents within the 7 calendar-day period may result in Offer rejection. Offerors are encouraged to consult their insurance agent(s) about the insurance requirements as identified in Exhibit A of Project Manual prior to Offer submission.

Offerors must satisfy these insurance requirements by obtaining insurance coverage from insurance companies or entities acceptable to State that are allowed to provide such insurance under Oregon law. Eligible insurers include admitted insurers that have been issued a certificate of authority from the Oregon Department of Consumer and Business Services authorizing them to do an insurance business in the state of Oregon, and certain non-admitted surplus lines insurers that satisfy the requirements of applicable Oregon law and are approved by Lane ESD. Lane ESD's approval will be based on its assessment of the non-admitted surplus lines insurer and the suitability of surplus lines insurance for this particular procurement.

C.23.2 PERFORMANCE BOND and PAYMENT BOND: The successful Offeror shall be required to furnish a Performance Bond and a Payment Bond each in the total amount (100%) of the awarded Contract, executed in favor of the Lane Education Service District, to ensure faithful performance of the Contract and payment for services and goods.

The apparent successful Offeror shall provide all required bonding to the Lane Education Service District within 30 calendar days of notification of award. Failure to present the required documents within 30 calendar days may be grounds for award disqualification.

C.23.3 JOINT VENTURE/PARTNERSHIP INFORMATION: The apparent successful Offeror, if a Joint Venture/Partnership shall provide a copy of the joint venture agreement or partnership agreement evidencing authority to Offer and to enter into the resulting Contract that may be awarded, together with corporate resolutions (if applicable) evidencing corporate authority to participate as a joint venturer or partner. A contact person must also be designated for purposes of receiving all notices and communications under the Contract. All partners and joint venturers will be required to sign the Contract awarded.

## **SECTION D - BID SECURITY REQUIREMENTS**

**D.1** Each Offer shall be accompanied by a certified or cashier's check, irrevocable letter of credit issued by an insured institution as defined in ORS 706.008, or Bid Bond payable to the Lane Education Service District in an amount equal to ten percent (10%) of the total amount of the Offer.

**D.2** Bid security shall be furnished to Lane Education Service District as security against the failure of the Bidder to comply with all requirements within the time frames established subsequent to notification of intent to award.

**D.3** If the Bidder fails to (1) execute the Contract, (2) furnish a Performance Bond and a Payment Bond, or (3) furnish certificates of insurance within the time specified in the written notification of intent to award a Contract, then Lane Education Service District may cash the check, draw under the letter of credit, or otherwise collect under the Bid security.

## **SECTION E - PREVAILING WAGE RATES (BOLI REQUIREMENTS)**

**E.1** The Contractor and all subcontractors shall comply with the provisions of ORS 279C.800 through 279C.870, relative to Prevailing Wage Rates, as outlined in C.1, C.2 and G.2.3 General Conditions.

Before starting Work the Contractor shall file with the Construction Contractors Board, and maintain in full force and effect, the separate public works bond required by ORS 279C.836 and OAR 839-025-0015, unless otherwise exempt under those provisions. The Contractor shall also include in every subcontract a provision requiring the Subcontractor to have a public works bond filed with the Construction Contractors Board before starting Work, unless otherwise exempt, and shall verify that the Subcontractor has filed a public works bond before permitting the Subcontractor to start Work.

**E.2** This ITB and the resulting Contract are subject to the following Bureau of Labor and Industries (BOLI) wage requirements and the prevailing wages rates set forth in the following booklet, as amended, which is incorporated herein by reference with the same force and effect as though fully set forth herein, and is available at the following web link:

Prevailing Wage Rates for Public Works Contracts in Oregon issued January 1, 2022.

These BOLI wage rates are available on line at:

<https://www.oregon.gov/boli/employers/Pages/prevailing-wage-rates.aspx>

**E.3** The Work will take place in **Lane County, Region 2**.

**SECTION F - FIRST-TIER SUBCONTRACTOR DISCLOSURE INSTRUCTIONS AND FORM**

(1) Pursuant to ORS 279C.370 and OAR 125-249-0360, Offerors are required to disclose information about certain first-tier subcontractors when Lane ESD estimates the Contract value for a Public Improvement to be greater than \$150,000. Specifically, when the Contract amount of a first-tier subcontractor furnishing labor, or labor and materials, would be greater than or equal to: (i) 5% of the project Bid, but at least \$15,000, or (ii) \$350,000 regardless of the percentage, the Bidder must disclose the following information about that subcontract in its Bid submission or within two (2) working hours after Closing:

- (a) The subcontractor's name,
- (b) Dollar value and,
- (c) The category of work that the subcontractor would be performing.

If the Offeror will not be using any subcontractors that are subject to the above disclosure requirements, the Offeror is required to indicate "NONE" on the Disclosure Form.

**LANE ESD MUST REJECT AN OFFER IF THE OFFEROR FAILS TO SUBMIT THE DISCLOSURE FORM WITH THIS INFORMATION BY THE STATED DEADLINE.**

(2) An Offeror shall submit the disclosure form required by OAR 125-249-0360 either in its Offer submission or within two (2) working hours after Closing.

Compliance with the disclosure and submittal requirements is a matter of responsiveness. Offers which are submitted by Closing, but for which the disclosure submittal has not been made by the specified deadline, are not responsive and shall not be considered for Contract award.

(3) Lane ESD shall obtain, and make available for public inspection, the disclosure forms required by OAR 125-249-0360. Lane ESD shall also provide copies of disclosure forms to the Bureau of Labor and Industries as required by ORS 279C.835. Lane ESD is not required to determine the accuracy or completeness of the information submitted. Substitution of affected first-tier subcontractors shall be made only in accordance with ORS 279C.585.

**FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM**

PROJECT NAME: Office Remodel for Migrant Education Department

BID #: \_\_\_\_\_ CLOSING: Date: \_\_\_\_\_ Time: \_\_\_\_\_

This form must be submitted at the location specified in the Invitation to Bid on the advertised Closing date or within two working hours after the advertised 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 subcontractor will be performing and the dollar value of the subcontract. Enter "NONE" if there are no subcontractors that need to be disclosed. (ATTACH ADDITIONAL SHEETS IF NEEDED.)

SUBCONTRACTOR NAME	CATEGORY OF WORK	DOLLAR VALUE
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

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

Form submitted by (bidder name): \_\_\_\_\_

Contact name: \_\_\_\_\_ Phone no.: \_\_\_\_\_



## **SECTION G - CONSTRUCTION CONTRACTORS BOARD (CCB) REGISTRATION REQUIREMENTS / ASBESTOS ABATEMENT LICENSING REQUIREMENTS / JOINT VENTURE - PARTNERSHIP DISCLOSURE**

### **G.1 CCB REQUIREMENTS**

(1) Offerors shall be licensed with the State of Oregon Construction Contractors Board (CCB) prior to bidding on Public Improvement Contracts. FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL RESULT IN BID REJECTION.

(2) All subcontractors participating in the project shall be similarly registered with the Construction Contractors Board at the time they propose to engage in subcontract work. The CCB registration requirements apply to all public works contracts unless superseded by federal law.

Offerors SHALL provide their Construction Contractors Board (ORS 701.055) registration number below:

**CONSTRUCTION CONTRACTORS BOARD REGISTRATION NO.:** \_\_\_\_\_

**EXPIRATION DATE OF CCB NO.:** \_\_\_\_\_

### **G.2 ASBESTOS ABATEMENT LICENSING REQUIREMENTS**

An asbestos abatement license under ORS 468A.720 will not be required of the Contractor or its subcontractors.

### **G.3 JOINT VENTURE/PARTNERSHIP DISCLOSURE**

The Offeror shall disclose whether the Offer is submitted by either a partnership or joint venture.

**NO:** \_\_\_\_\_ **YES:** \_\_\_\_\_

If yes, the Offeror shall provide the name of the contact person for the partnership or joint venturer.

**Name:** \_\_\_\_\_

## **SECTION H - ADDENDA ACKNOWLEDGEMENT**

(1) Lane ESD reserves the right to make changes to the Invitation to Bid and the resulting Contract, by written Addenda, prior to the Closing time and date. Addenda will be advertised on the OregonBuys System. Lane ESD is not responsible for an Offerors failure to receive notice of Addenda if such are advertised in the foregoing manner. Addenda shall only be issued by Lane ESD and upon issuance are incorporated into the Invitation to Bid or the resulting Contract.

(2) By Offeror's signature in Section O it ACKNOWLEDGES, AGREES and CERTIFIES TO THE FOLLOWING:

If any Addenda are issued in connection with this ITB, Offeror has received and duly considered such Addenda, and has completed the blanks below identifying all Addenda issued, and acknowledging and agreeing to the terms of all such Addenda as those terms revise the terms, conditions, Plans and Specifications of this ITB.

**ADDENDA: No. \_\_\_\_ to No. \_\_\_\_ inclusive.**

**SECTION I - RESPONSIBILITY INQUIRY/CONTRACTOR REFERENCES & ESB UTILIZATION**

Lane ESD reserves the right, pursuant to ORS 279C.375(3) and OAR 125-249-0390 to investigate and evaluate, at any time prior to award and execution of the Contract, the apparent successful Offeror's responsibility to perform the Contract. Submission of a signed Offer shall constitute approval for the Lane Education Service District to obtain any information Lane ESD deems necessary to conduct the evaluation. Lane ESD shall notify the apparent successful Offeror, in writing, of any other documentation required, which may include, but is not limited to, recent profit-and-loss history; current balance statements; assets-to-liabilities ratio, including number and amount of secured versus unsecured creditor claims; availability of short and long-term financing; bonding capacity; credit information; material; equipment; facility and personnel information; performance record of Contract performance; etc. Failure to promptly provide this information shall result in Offer rejection. Lane ESD may postpone the award of the Contract after announcement of the apparent successful Offeror in order to complete its investigation and evaluation. Failure of the apparent successful Offeror to demonstrate responsibility, as required under ORS 279C.375(3) and OAR 125-249-0390, shall render the Offeror non-responsible and shall constitute grounds for Offer rejection, as required under ORS 279C.375(3) and OAR 125-249-0440.

**1. OFFEROR INFORMATION**

Business Name: \_\_\_\_\_

Owner(s) Name: \_\_\_\_\_

Business Address:

\_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

Name of Public Works Bonding Company: \_\_\_\_\_

Address of Public Works Bonding Company: \_\_\_\_\_  
(street)\_\_\_\_\_  
(city, state, zip)

Agent Name/Phone: \_\_\_\_\_

Public Works Bond Number: \_\_\_\_\_

## 2. OFFEROR REFERENCES FOR COMPARABLE PROJECTS IN SIZE AND SCOPE

Offeror shall provide a list of three different project references with the Offer that can be contacted regarding the quality of workmanship and service that the Offeror provided on projects of comparable size and scope. Offeror shall submit this information using the form provided in this section or may use the Offeror's form. The list of three different project references shall include the following information.

### ***Project Reference #1***

Name of Project: \_\_\_\_\_

Project Location: \_\_\_\_\_

Project Date: \_\_\_\_\_

Firm Name for Contact Person #1: \_\_\_\_\_

Name of Contact Person #1: \_\_\_\_\_

Telephone Number for Contact Person #1: \_\_\_\_\_

Fax number for Contact Person #1: \_\_\_\_\_

Firm Name for Contact Person #2: \_\_\_\_\_

Name of Contact Person #2: \_\_\_\_\_

Telephone Number for Contact Person #2: \_\_\_\_\_

Fax number for Contact Person #2: \_\_\_\_\_

### ***Project Reference #2***

Name of Project: \_\_\_\_\_

Project Location: \_\_\_\_\_

Project Date: \_\_\_\_\_

Firm Name for Contact Person #1: \_\_\_\_\_

Name of Contact Person #1: \_\_\_\_\_

Telephone Number for Contact Person #1: \_\_\_\_\_

Fax number for Contact Person #1: \_\_\_\_\_

Firm Name for Contact Person #2: \_\_\_\_\_

Name of Contact Person #2: \_\_\_\_\_

Telephone Number for Contact Person #2: \_\_\_\_\_

Fax number for Contact Person #2: \_\_\_\_\_

### ***Project Reference #3***

Name of Project: \_\_\_\_\_

Project Location: \_\_\_\_\_

Project Date: \_\_\_\_\_

Firm Name for Contact Person #1: \_\_\_\_\_

Name of Contact Person #1: \_\_\_\_\_

Telephone Number for Contact Person #1: \_\_\_\_\_

Fax number for Contact Person #1: \_\_\_\_\_

Firm Name for Contact Person #2: \_\_\_\_\_

Name of Contact Person #2: \_\_\_\_\_

Telephone Number for Contact Person #2: \_\_\_\_\_

Fax number for Contact Person #2: \_\_\_\_\_

The references will be checked to determine if they are supportive of the Offeror's ability to meet the requirements of this ITB.

Offeror must provide references that can be contacted regarding the quality of workmanship and service provided to current and past customers.

Lane ESD reserves the right to choose and investigate any reference whether or not furnished by the Offeror, and to investigate past performance of any Offeror with respect to its successful performance of similar projects, compliance with specifications and contractual obligations, its completion or delivery of service on schedule, and its lawful payment of suppliers, subcontractors, and employees.

Lane ESD may postpone the award or execution of the Contract after the announcement of the apparent successful Offeror in order to complete its investigation. Lane ESD may reject a bid if, the opinion of Lane ESD, overall reference responses indicate inadequate performance.

Lane ESD will make three attempts to contact the references from the list provided by the Contractor.

Each reference contacted will be asked the same questions, including but not limited to the above factors, including: (1) quality of service; (2) delivery; (3) responsiveness to reported problems, including orders and billing; (4) how well Contractor met the terms of the contract; and (5) whether the reference would choose to hire the Contractor again.

Contractor's supervisor who is overseeing the work shall have experience on projects similar in both size and complexity and submit with the bid, references for three projects that were performed within the last three (3) years.

References provided for the Contractor's supervisor may be the same three (3) references that are provided for the Contractor.

The list of references will include the following information:

Name of Project

Project Location

Project Date

Firm Name for Contact Person #1

Name of Contact Person #1

Telephone Number for Contact Person #1

Fax number for Contact Person #1

Firm Name for Contact Person #2

Name of Contact Person #2

Telephone Number for Contact Person #2

Fax number for Contact Person #2

Offeror must provide references with the bid that can be contacted regarding the quality of workmanship and service that the Contractor's supervisor provided on current and past projects of similar size and complexity.

### **3. SUBCONTRACTORS CERTIFIED UNDER ORS 200.055**

Offeror will provide the company name(s) of any subcontractor that is certified under ORS 200.055 as a disadvantaged business enterprise, a minority-owned business, a woman-owned business, an emerging small business, or a business that a service-disabled veteran owns, that Offeror intends to utilize in the performance of this Contract.

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

**SECTION J - RECYCLED PRODUCTS; DEMOLITION WORK**

Vendors shall use recyclable materials to the maximum extent economically feasible in the performance of the Contract Work set forth in this document. ORS 279A.010(ii) provides as follows: "Recycled product' means all materials, goods and supplies, not less than 50 percent of the total weight of which consists of secondary and post-consumer waste with not less than 10 percent of total weight consisting of post-consumer waste. 'Recycled product' also includes any product that could have been disposed of as a solid waste, having completed its life cycle as a consumer item, but otherwise is refurbished for reuse without substantial alteration of the product's form."

ORS 279A.010(u) provides as follows: "Post-consumer waste' means a finished material which would normally be disposed of as solid waste, having completed its life cycle as a consumer item. 'Post-consumer waste' does not include manufacturing waste."

ORS 279A.010(jj) provides as follows: "Secondary waste materials' means fragments of products of finished products of a manufacturing process which has converted a virgin resource into a commodity of real economic value, and includes post-consumer waste, but does not include excess virgin resources of the manufacturing process. For paper, 'secondary waste materials' does not include fibrous waste generated during the manufacturing process such as fibers recovered from waste water or trimmings of paper machine rolls, mill broke, wood slabs, chips, sawdust, or other wood residue from a manufacturing process."

ORS 279A.010(hh) provides as follows: "Recycled PETE" means post-consumer polyethylene terephthalate material."

Because this Contract includes demolition work, as required by ORS 279C.510(1), the Contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective.

By my signature in Section O, I, the undersigned duly authorized representative of the Offeror, hereby affirm that Offeror will comply with the above recycled products provisions and demolition work provisions.

**SECTION K - RESIDENCY INFORMATION**

OAR 125-249-0390 states "In determining the lowest responsive Bid, the Lane Education Service District must add a percentage increase to the Bid of a nonresident Bidder equal to the percentage, if any, of the preference given to that Bidder in the state in which the Bidder resides."

"Resident Bidder" means a Bidder that has paid unemployment taxes or income taxes in this state during the 12 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".(OAR 125-246-0110)

"Non-resident Bidder" means a Bidder who is not a "resident Bidder" as defined above. (OAR 125-246-0110)

a. Check one: Bidder is a (  ) Resident Bidder  
(  ) Non-resident Bidder

b. If a Resident Bidder, enter your Oregon business address: \_\_\_\_\_  
\_\_\_\_\_

c. If a Non-resident Bidder, enter state of residency: \_\_\_\_\_

**FOREIGN CONTRACTOR:** If the amount of the Contract exceeds ten thousand dollars (\$10,000), and if Contractor is not domiciled in or registered to do business in the State, Contractor shall promptly provide to the Oregon Department of Revenue all information required by that Department relative to the Contract. Lane ESD shall be entitled to withhold final payment under the Contract until Contractor has met this requirement.

**SECTION L - CERTIFICATION OF COMPLIANCE WITH TAX LAWS**

By my signature in Section O of this Contract, I, hereby attest or affirm under penalty of perjury: That I am authorized to act on behalf of the Contractor in this matter, that I have authority and knowledge regarding the payment of taxes, and that Contractor is, to the best of my knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon tax laws" are those tax laws imposed by ORS 320.005 to 320.150 and ORS 403.200 to 403.250 and ORS Chapters 118, 314, 316, 317, 318, 321 and 323; 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.

**SECTION M - CERTIFICATION OF DRUG-TESTING LAW REQUIREMENTS**

(1) Pursuant to OAR 125-249-0200, the Offeror certifies by its signature on these solicitation document forms that it has a Qualifying Drug Testing Program in place for its employees that includes, at a minimum, the following:

(a) A written employee drug testing policy, (b) Required drug testing for all new Subject Employees or, alternatively, required testing of all Subject Employees every 12 months on a random selection basis, and (c) Required testing of a Subject Employee when the Offeror has reasonable cause to believe the Subject Employee is under the influence of drugs.

(2) A drug testing program that meets the above requirements will be deemed a "Qualifying Employee Drug Testing Program." An employee is a "Subject Employee" only if that employee will be working on the Project job site.

(3) If awarded a Public Improvement Contract as a result of this solicitation, Offeror agrees that at the time of Contract execution it shall represent and warrant to the Agency that its Qualifying Employee Drug Testing Program is in place and will continue in full force and effect for the duration of the Public Improvement Contract. The Agency's performance obligation (which includes, without limitation, the Agency's obligation to make payment) shall be contingent on Contractor's compliance with this representation and warranty.

(4) If awarded a Public Improvement Contract as a result of this solicitation, Offeror also agrees that at the time of Contract execution, and as a condition to Agency's performance obligation (which includes, without limitation, the Agency's obligation to make payment), it shall require each subcontractor providing labor for the Project to:

(a) Demonstrate to the Contractor that it has a Qualifying Employee Drug Testing Program for the subcontractor's Subject Employees, and represent and warrant to the Contractor that the Qualifying Employee Drug Testing Program is in place at the time of subcontract execution and will continue in full force and effect for the duration of the subcontract; or (b) Require that the subcontractor's Subject Employees participate in the Contractor's Qualifying Employee Drug Testing Program for the duration of the subcontract.

**SECTION N - CERTIFICATION OF COMPLIANCE WITH NON-DISCRIMINATION LAWS**

By my signature in Section O, I certify that I am authorized to act on behalf of Bidder in this matter and that Bidder has not discriminated and will not discriminate against any disadvantaged business enterprise, minority-owned business, women-owned business, emerging small business, or business that a service-disabled veteran owns, in obtaining any required subcontracts. Failure to do so shall be grounds for disqualification.

**SECTION O - SIGNATURE OF BIDDER'S DULY AUTHORIZED REPRESENTATIVE**

THIS BID MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF THE BIDDER; ANY ALTERATIONS OR ERASURES TO THE BID MUST BE INITIALED IN INK BY THE UNDERSIGNED AUTHORIZED REPRESENTATIVE.

The undersigned acknowledges, attests and certifies individually and on behalf of the Bidder that:

- (1) He/she is a duly authorized representative of the Bidder, has been authorized by Bidder to make all representations, attestations, and certifications contained in this Bid and all Addenda, if any, issued.
- (2) Bidder, acting through its authorized representatives, has read and understands all Bid instructions, Specifications, Plans, terms and conditions contained in this Bid document (including all listed attachments and Addenda, if any, issued);
- (3) The Bid submitted is in response to the specific language contained in the ITB, and Bidder has made no assumptions based upon either (a) verbal or written statements not contained in the ITB, or (b) any previously-issued ITB, if any.
- (4) Lane ESD shall not be liable for any claims or be subject to any defenses asserted by Bidder based upon, resulting from, or related to, Bidder's failure to comprehend all requirements of the ITB.
- (5) Lane ESD shall not be liable for any expenses incurred by Bidder in preparing and submitting its Offer or in participating in the Offer evaluation/selection process.
- (6) The Bidder agrees to be bound by and comply with all applicable requirements of ORS 279C.800 through ORS 279C.870 and the administrative rules of the Bureau of Labor and Industries (BOLI) regarding prevailing wage rates.
- (7) The Offer was prepared independently from all other Bidders, and without collusion, fraud, or other dishonesty.
- (8) Bidder is bound by and will comply with all requirements, Specifications, Plans, terms and conditions contained in this Bid (including all listed attachments and Addenda, if any, issued);
- (9) Bidder will furnish the designated item(s) or service(s) in accordance with the Specifications, Plans and requirements, and will comply in all respects with the terms of the resulting Contract upon award;
- (10) Bidder represents and warrants that Bidder has the power and authority to enter into and perform the Contract and that the Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; and
- (11) All affirmations and certifications contained in Sections J, K, L, M and N are true and correct.

Authorized Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Contact Person (Type or Print): \_\_\_\_\_

Telephone Number: (\_\_\_\_) \_\_\_\_\_ Fax Number: (\_\_\_\_) \_\_\_\_\_