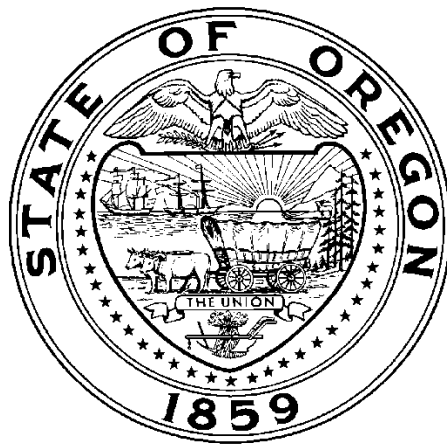


# **State of Oregon**

## **Invitation to Bid**

**DASPS-1510-19**

### **Surplus Building Upgrades**



### **Closing Date & Time**

**Date: May 16, 2019**

**Time: 2:00 PM (Pacific)**



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## **SECTION B - DEFINITIONS**

B.1 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.1.1 "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.1.2 "Agency" means the Department of Administrative Services, Enterprise Asset Management

B.1.3 "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.1.4 "Bidder" means an individual, organization or representative of an organization that submits a Bid in response to an ITB. Bidder also means "Offeror".

B.1.5 "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means the date and time set in the ITB for Bid submission, after which Bids may not be submitted, modified, or withdrawn by Bidder.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.1.6 "DAS" means the Oregon Department of Administrative Services, acting through its Enterprise Goods and Services Division, Procurement Services.

B.1.7 "Invitation to Bid" or "ITB" means all documents, whether attached or incorporated by reference, and any Addenda thereto, used for soliciting Bids.

B.1.8 "Opening" means the date/time set to read the Bid submittals.

B.1.9 "Oregon Procurement Information Network" or "ORPIN" or "ORPIN System" means the on-line electronic Oregon Automated Procurement System administered by DAS. The ORPIN System website is located at: <http://orpin.oregon.gov/open.dll/welcome>

B.1.10 "Plan Center" means organizations and business locations where Bidders may view, download or purchase copies of all documents relating to the ITB.

B.1.11 "State" means the State of Oregon.

B.1.12 "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 MANDATORY PRE-BID CONFERENCE:**

C.1.0.1 A mandatory pre-bid conference will be held on May 3, 2019 at 10:00 AM (Pacific), located at Surplus Property, 1655 Salem Industrial Drive NE, Salem, Oregon.

C.1.0.2 Any statements made at this conference will not change the Plans, Specifications or other Contract Documents unless an Addendum has been issued from DAS and advertised on the ORPIN System.

**BIDDERS OR THEIR REPRESENTATIVE ARE REQUIRED TO ATTEND THIS MANDATORY PRE-BID CONFERENCE. BIDS WILL ONLY BE EVALUATED FROM BIDDERS OR THEIR REPRESENTATIVE WHO REGISTERED AND ATTENDED THE MANDATORY PRE-BID CONFERENCE, AND ALL OTHER BIDS WILL BE CONSIDERED NON-RESPONSIVE.**

#### **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 Yulia Niece at (503) 378-5789 and e-mail [yulia.niece@oregon.gov](mailto:yulia.niece@oregon.gov)

C.1.1.2 The contact point for requests for brand approval, or substitution requests is Mark Wright at (503) 932-3706 and e-mail [mark.l.wright@oregon.gov](mailto:mark.l.wright@oregon.gov)

#### **C.1.2 RESERVED**

#### **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 ORPIN as part of the solicitation document and will not be mailed to prospective Offerors. Offerors without access to ORPIN may order hardcopies at a Plan Center.

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

**C.1.3.3 HARD COPY DOCUMENT FEES & DELIVERY:** Offerors may order hardcopies of the ITB, Addenda and most attachments from the Plan Centers listed in Section C.1.5. Additional Plan Centers or other vendors may make hardcopy documents available, but DAS is not responsible for which Plan Centers and vendors will participate. Offerors who obtain documents through Plan Centers or other vendors are responsible for ensuring they have all addenda. Costs for these documents and any associated delivery costs are as quoted by the Plan Center or vendor selected by the Offeror. All costs of these documents are at Offeror's expense. Terms of payment are as stipulated by the Plan Center or vendor and are not regulated by the State. DAS is not responsible for Plan Center or vendor customer services policies.

**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 ORPIN System regularly 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 ORPIN. Suppliers can register in ORPIN at: [orpin.oregon.gov](http://orpin.oregon.gov)

Interested parties who download ITB documents from ORPIN 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 ORPIN. Interested parties who have entered their company on ORPIN 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 ORPIN.

#### **C.1.5 PLAN CENTERS:**

The ITB document, Plans, Specifications, and any other solicitation documents may be examined at the Department of Administrative Services, 1225 Ferry Street SE, Salem, Oregon 97301 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 Oregon Revised Statutes ("ORS") 192.345 or confidential proprietary information under ORS 192.355, and that Offeror wishes to protect from public disclosure, must be clearly labeled with the following: "This information constitutes a trade secret, or otherwise exempt from disclosure under the Oregon Public Records Law, ORS 192.311 through 192.513, and is not to be disclosed except in accordance with the Oregon Public Records Law, ORS 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 646.461 to 646.475.

#### 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 ORS, and Divisions 246 and 249 of the Oregon Administrative Rules ("OAR") of the Oregon Department of Administrative Services and, to the extent applicable, Divisions 046 and 049 of the Model Public Contracting Rules of the Oregon Department of Justice. 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 and OAR Chapter 137, Divisions 046 and 049] - 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 this 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" designation 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.

DAS shall determine, in its sole discretion, whether a product offered is an "approved equal" or "approved equivalent."

#### **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

ITB Number

Closing Date & Time

and must be received by the appropriate point of contact as identified in Section C.1.1 by **10:00 A.M.** (Pacific time) on **May 7, 2019**. 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 "APPROVED EQUAL" OR AN "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 "approved equal" or an "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 for the State to determine product acceptability;
- Failure to provide sufficient information with the request shall be cause for the request not to be considered as equivalent; and
- Any product subsequently approved for substitution shall be listed on an Addendum issued by DAS and posted on ORPIN.

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 DAS 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 DAS 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 DAS 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 DAS determines should be handled by formally amending the ITB, DAS 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:** DAS shall promptly respond to each properly submitted written request for brand approval, request for substitution, request for change, and protest. Where appropriate, DAS will issue ITB revisions via Addenda posted on the ORPIN System. DAS 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 ORPIN 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. DAS 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, 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 DAS 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;
- 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  
ITB Number  
Closing Date  
Closing Time

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:

ITB Number  
Closing Date & Time

OREGON DEPARTMENT OF ADMINISTRATIVE SERVICES  
PROCUREMENT SERVICES  
1225 FERRY STREET SE, U140  
SALEM, OR 97301-4285

DAS 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 DAS prior to Closing. Offer withdrawals submitted in writing must be labeled as such and contain the ITB number.

C.6.2 IN PERSON: Offers may also be withdrawn in person before Closing upon presentation of appropriate identification and evidence of authorization to act for Offeror. Signature confirmation of withdrawal may also be required.

## **C.7 CLOSING & OPENING / FIRST TIER SUBMITTAL**

C.7.1 CLOSING: Offers must be received and date/time stamped at the State of Oregon, Department of Administrative Services, Procurement Services, 1225 Ferry St. SE, U140, Salem, Oregon 97301-4285, on the 1st floor of the General Services Building prior to the Closing date/time. Offers will not be accepted after the Closing date/time as stated on page one (1) of this ITB or as may be extended by any subsequently issued Addenda. Facsimile or e-mail Offers will not be allowed or accepted. Failure to comply with this requirement will result in rejection of the Offer as non-responsive.

Offers will be publicly opened and read at the Opening at the Closing date/time specified on page one (1) of the ITB, at DAS, at 1225 Ferry St. SE, Salem, Oregon. 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 the 1st floor of the General Services Building, at 1225 Ferry St. SE, Salem, Oregon. 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, DAS may post preliminary bid results on the ORPIN System. 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 thirty (30) calendar days from the Closing date.

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

DAS may request, orally or in writing, that Offerors extend, in writing, the time during which DAS 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, DAS 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, DAS may waive minor informalities and irregularities.

C.13.2 RESPONSIBILITY: Prior to award of a Contract, DAS 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, DAS may investigate Offeror and request information in addition to that already required in the ITB, when DAS, 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, DAS 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, DAS 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 DAS that any Offer submitted was complete, sufficient, lawful in any respect, or otherwise in substantial compliance with the ITB requirements.

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

DAS 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: DAS may reject all Offers for good cause upon its finding that it is in the public interest to do so.

C.16.2 LIQUIDATED AND DELINQUENT DEBT: DAS may reject a particular Offer if an Offeror has liquidated and delinquent debt owed to the State or any department or agency of the State.

C.16.3 REJECTION OF PARTICULAR OFFERS: DAS may reject a particular Offer for any of the reasons listed under OAR 125-249-0440.

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

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

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

Adversely-affected or aggrieved Offerors shall have seven [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**

DAS will respond in writing to intent-to-award protests submitted by adversely-affected or aggrieved Offerors. DAS may also respond to intent-to-award protests submitted by other Offerors for purposes of clarification. However, any response provided by DAS 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 seven [7] calendar-day intent-to-award protest period, and resolution of all protests, DAS will proceed with final award. (If DAS receives only one Bid, DAS 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 DAS 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 DAS within seven [7] calendar days of notification of intent to award. Failure to present the required documents within the seven [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 Section G.3 of the General Conditions and the Supplemental General Conditions in **Exhibit 7** 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 DAS. DAS'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 State of Oregon, to ensure faithful performance of the Contract and payment for services, materials and goods.

NOTE: THE DAS PROVIDED PERFORMANCE AND PAYMENT BONDS ARE THE FORMS APPROVED AND REQUIRED TO BE USED FOR THIS ITB.

The State of Oregon Performance Bond and Payment Bond form are **Exhibit 3** and **Exhibit 4**, respectively.

The apparent successful Offeror shall provide all required bonding to the Department of Administrative Services within seven [7] calendar days of notification of award. Failure to present the required documents within seven [7] 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.

C.23.4 CERTIFICATE OF PAY EQUITY TRAINING: This is a legislatively-mandated requirement effective January 1, 2016. Prior to execution of the Contract, the apparent successful Offeror must submit to DAS within seven [7] calendar days of notification of intent to award, a true and correct copy of an unexpired certificate, issued to the Offeror by the Oregon Department of Administrative Services under ORS 279A.167. This requirement applies only to Offerors that employ 50 or more full-time workers and only if the Contract has an estimated contract price that exceeds \$500,000.

## **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 Oregon Department of Administrative Services in an amount equal to ten percent (10%) of the total amount of the Offer.

**D.2** Bid security shall be furnished to DAS 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 DAS may cash the check, draw under the letter of credit, or otherwise collect under the Bid security.

**D.4** If Bid security is furnished by means of a Bid Bond, the State of Oregon Bid Bond form, provided as **Exhibit 2**, is the form approved and required to be used for this ITB.

## **SECTION E - BOLI PREVAILING WAGE RATE 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 Sections C.1, C.2 and G.2.3 of the 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 BOLI prevailing wage rate 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, 2019 and amended April 1, 2019.

Prevailing Wage Rates Apprenticeship Rates issued January 1, 2019 and amended April 1, 2019.

These BOLI wage rates are available on line at:

<https://www.oregon.gov/boli/WHD/PWR/Pages/PWR-Rate-Publications---2019.aspx>

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

## **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 DAS estimates the Contract value for a Public Improvement to be greater than \$100,000. 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.

**DAS 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) DAS shall obtain, and make available for public inspection, the disclosure forms required by OAR 125-249-0360. DAS shall also provide copies of disclosure forms to the Bureau of Labor and Industries as required by ORS 279C.835. DAS 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: Surplus Building Upgrades

BID #: DASPS-1510-19

CLOSING: Date: \_\_\_\_\_ Time: \_\_\_\_\_

This form must be completed and submitted to DAS by the Offeror at the location specified in the Invitation to Bid within two working hours after the advertised Closing date and 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 - 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 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) DAS 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 ORPIN System. DAS 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 DAS 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**

The State 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 State to obtain any information the State deems necessary to conduct the evaluation. The State 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. The State 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 or e-mail address for Contact Person #1: \_\_\_\_\_

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

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

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

Fax number or e-mail address 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 or e-mail address for Contact Person #1: \_\_\_\_\_

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

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

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

Fax number or e-mail address 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 or e-mail address for Contact Person #1: \_\_\_\_\_

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

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

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

Fax number or e-mail address for Contact Person #2: \_\_\_\_\_

**3. SUBCONTRACTORS CERTIFIED UNDER ORS 200.055**

Offeror will provide the company name(s) of any subcontractor 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: \_\_\_\_\_

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 State 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. The State 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.

Any violation of the successful Contractor's Tax Compliance Certification immediately above (that the Contractor has complied with the Oregon Tax Laws) will also constitute a material breach of the resulting Contract. Any material breach of the resulting Contract entitles the Owner to pursue and recover any and all of its available remedies at law or in equity that arise from the breach, including, but not limited to, recovery of damages, the termination of the Contract, and the exercise of the right of setoff, garnishment if applicable and the withholding of amounts otherwise due and owing to the Contractor without penalty.

## **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 of this ITB, I certify that I am authorized to act on behalf of the Bidder in this matter and that the 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 (as those terms are defined in ORS 200.005), in obtaining any required subcontracts. Failure to do so shall be grounds for disqualification.

By my signature in Section O of this ITB, I also hereby certify that I am authorized to act on behalf of the Bidder in this matter and certify that the Bidder has a written policy and practice that meets the requirements described in ORS 279A.112 for preventing sexual harassment, sexual assault and discrimination against employees who are members of a "protected class." The Bidder's policy and practice must include, but not be limited to, giving employees a written notice of the policy that both prohibits and prescribes disciplinary measures for conduct that constitutes sexual harassment, sexual assault, or unlawful discrimination.

**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) The State 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) The State 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) Bidder has no undisclosed liquidated or delinquent debt owed to the State or any department or agency of the State; and

(12) 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: (\_\_\_\_) \_\_\_\_\_