

**SECTION 00300  
BID FORMS**

BIDDER NAME: \_\_\_\_\_

BID TO: Clean Water Services:

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents entitled **FERNHILL VOLUNTEER AND VISITOR CENTER PROJECT NO. 6959** for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.
2. Bidder accepts all of the terms and conditions of the Bidding Documents, Contract Documents, including without limitation those in the Advertisement to Bid and Instructions to Bidders, dealing with the disposition of the Bid security.
3. This Bid will remain open for 60 calendar days from the Bid due date unless otherwise required by law or for such longer period of time that Bidder may agree to in writing upon request of Owner. Bidder will enter into an Agreement within the time and in the manner required in the Advertisement to Bid and the Instructions to Bidders, and will furnish the insurance certificates, Payment Bond, Performance Bond, and copies of Public Works Bonds required by the Contract Documents.
4. **BIDDER'S REPRESENTATIONS**

4.1. In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

<b>Addendum No.</b>	<b>Addendum Date</b>
_____	_____
_____	_____
_____	_____
_____	_____

(Bidder shall insert number of each Addendum received.)

Failure to acknowledge receipt of Addenda may render the Bid non-responsive and may be cause for its rejection.

B. Bidder has familiarized itself with the nature and extent of the Contract Documents, Work, Site, locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules, and regulations), and the conditions affecting cost, progress

or performance of the Work and has made such independent investigations as Bidder deems necessary.

C. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

D. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

E. Bidder has carefully studied: i) reports of explorations and tests of subsurface conditions at or contiguous to the Site and drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) which have been identified in Paragraph 5.03 of the Supplementary Conditions as containing reliable "Technical Data,"; and ii) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph 5.06 of the Supplementary Conditions as containing reliable "Technical Data."

F. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.

G. Based on information and observations referred to in paragraph above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) Bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

H. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

I. Bidder has given Engineer written notice of conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.

J. The Bidding Documents are generally sufficient to indicate and convey understanding of terms and conditions for the performance of the Work for which this Bid is submitted.

## 5. BIDDER'S CERTIFICATION

### 5.1. Bidder certifies:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Agreement. For the purposes of this paragraph:

5.1.D.1. “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;

5.1.D.2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish Bid prices at artificial noncompetitive levels, or (c) to deprive Owner of the benefits of free and open competition;

5.1.D.3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, noncompetitive levels; and

5.1.D.4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

E. Owner is tax exempt. Required sales and use taxes are included in the stated Bid prices for the Work unless provision is made herein for the Bidder to separately itemize the estimated amount of sales tax.

F. Bidder will be bound by and comply with all of the applicable requirements of ORS 279C.800 to 279C.870 and the administrative rules of the Bureau of Labor and Industries (BOLI) regarding prevailing wage rates and will pay prevailing wage rates in accordance with 279C.840.

G. Neither Bidder nor their Subcontractors are on the Bureau of Labor and Industries list of persons having violated prevailing wage rate laws.

H. Bidder has not discriminated and will not discriminate, in violation of ORS 279A.110(1) against any disadvantaged business enterprise, a minority-owned business, woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055, in awarding a required subcontract.

- I. Bidder is not in violation of any tax laws described in ORS 305.385.
- J. Bidder has established a drug-testing program for employees per ORS 279C.505 and that Bidder, if awarded the Contract, will at the time of Contract award represent and warrant to Owner that its employee drug-testing program remains in place and will continue in full force and effect for the duration of the Contract.
- K. In accordance with OAR 137-049-0200, Subcontractors performing work will be registered with the Construction Contractors Board before Subcontractor commences work.
- L. Bidder's information contained in the Resident/Nonresident Bidder Status, Contractors Board Licensing and Public Works Bond Information sections is true and correct.
- M. Bidder certifies that it shall comply with the prohibitions set forth in ORS 652.220 prohibiting discriminatory wage rates based upon an employee's membership in a protected class and acknowledges that compliance is a material element of the Contract and failure to comply is a breach that entitles Owner to terminate the Contract for cause.
- N. Owner shall not be liable for any expenses incurred by Bidder in preparing or submitting its Bid or in participating in the Bid evaluation/selection process.

6. BASIS OF BIDS

6.1. Bidder shall complete the Work in accordance with the Contract Documents for the price(s) described in the attached Bid Schedule.

7. TIME OF COMPLETION

7.1. Bidder agrees to complete the Work within the Contract Time stipulated in the Agreement and accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work, and any specified Milestones, within the Contract Times.

8. ATTACHMENTS TO THIS BID

8.1. The following documents are submitted with and made a condition of this Bid:

- Bid Schedule.
- Bid Certificate
- Bid Bond.
- Noncollusion Affidavit.
- Resident/Nonresident Bidder Status /Construction Contractors Board and Public Works Bond Form.
- First-Tier Subcontractor Disclosure Form.

Dated: \_\_\_\_\_

Bidder: \_\_\_\_\_

By: \_\_\_\_\_

Name (Signature)

\_\_\_\_\_  
Name (Type or Print)

Title: \_\_\_\_\_

**BID SCHEDULE**

**SCHEDULE OF BID PRICES FOR  
FERNHILL VOLUNTEER AND VISITOR CENTER PROJECT NO. 6959**

1. Lump Sum Work: Bidder proposes and agrees to accept as full payment the following bid amount for the **Fernhill Volunteer and Visitor Center Project No. 6959** proposed within the Bidding Documents, and certifies that this amount is based upon the undersigned's own estimate of quantities and costs and includes sales, consumer, use, and other taxes, overhead and profit.

TOTAL BID (BASIS OF AWARD)

\$ \_\_\_\_\_  
(figures)

\_\_\_\_\_  
(words)

(The amount in words takes precedence.)