



**INVITATION TO BID NO. 2018-2436  
Chavez & Bridger Modulares**

**Portland Public Schools, School District No. 1J, Multnomah County, Oregon**  
Purchasing & Contracting  
501 North Dixon Street  
Portland, OR 97227

**Direct all questions regarding this ITB to: Paul Williams**  
**Email: [purchasing@pps.net](mailto:purchasing@pps.net)**  
**Phone: 503.916.3316**

**BID CLOSING:**

**ELECTRONIC SUBMITTAL**

If submitting electronically via PlanetBids, the Bid Form must be submitted through the website **not later than 2:00:00 PM on May 24, 2018** in accordance with the PlanetBids internal timestamp. Late Bids shall be rejected.

**HARDCOPY SUBMITTAL**

Sealed bids, in an envelope clearly listing the Bid Title, Bid Number, and name of Bidder will be received at the Bid Desk – Purchasing & Contracting, Attn: Paul Williams, until **not later than 2:00:00 PM on May 24, 2018**.

**BID OPENING:** 2:05 PM on May 24, 2018 in the Mahonia Conference Room at Portland Public Schools, 501 North Dixon Street, 2<sup>nd</sup> Floor, Portland, Oregon 97227.

**LATE BIDS SHALL BE REJECTED**

Portland Public Schools, School District No.1J, Multnomah County, Oregon (“District”) seeks responses from qualified Bidders interested in submitting a Bid for installation of modulares at Chavez & Bridger schools.

A Mandatory pre-bid meeting will be held on May 7, 2018, commencing at 9:00 AM, at Cesar Chavez School, 5103 N Willis Blvd. Portland, OR 97203. Attendees are encouraged to remain at the main office until District personnel arrive to begin the pre-bid meeting. The mandatory sign-in sheet must be completed prior to the beginning of the site walk. Contractors/subcontractors that arrive after the site walk has started will NOT be considered in attendance and will NOT be added to the attendance roster.

**Walkthrough Schedule:**

The bidder group will meet in the main office of Chavez School. At the start of the bid walk, the bidder group will be shown the tie in points for data, fire alarm, and phone. Once this location is established, the path of conduit installation for these services will be defined. Finally, the bidder group will tour the exterior of the school to observe the general location of the modular and where the utilities will tie into the new installation.

Engineer’s Project Estimate: NA

All bid documents shall be submitted in hard copy to address above. Electronic submissions are preferred. Bids shall be signed in ink (if submitted electronically via PlanetBids, a scanned copy will be accepted. Digital and stamped signatures are not accepted). Bids shall only be accepted from those Bidders who attend and sign the pre-bid attendance roster(s).

**All questions and contact with Portland Public Schools (hereinafter referred to as “District”) regarding this ITB must be addressed in writing to the ITB Contact listed above.** Any questions or issues that may arise regarding the Specifications, the bidding process, and/or the award process shall be directed to the ITB Contact. The District’s official response to any questions or requests will be through the addendum process. Contact with other District staff without prior clearance from the ITB Contact listed above may result in Bidder disqualification.

This ITB, including all drawings, specifications and Addenda pertaining to this ITB, are posted on the PlanetBids website at <http://www.planetbids.com/portal/portal.cfm?CompanyID=22555> and will not be mailed to prospective Bidders.

This Contract is a Public Work subject to ORS 279C.800 to 279C.870.

Bidders should consult PlanetBids regularly until Bid Closing to avoid missing any Addenda.

**INVITATION TO BID (ITB) TIMELINE**

|   |                |
|---|----------------|
| <b>ITB ISSUED</b>   | <b>4/25/18</b> |
| <b>MANDATORY PRE-BID MEETING</b>  | <b>5/7/18</b>  |
| <b>SUBSTITUTION DEADLINE</b>  | <b>5/15/18</b> |
| <b>DEADLINE FOR QUESTIONS OR CLARIFICATIONS</b>   | <b>5/15/18</b> |
| <b>FINAL ADDENDA DEADLINE</b>   | <b>5/18/18</b> |
| <b>BIDS DUE</b><br><b>Must Include:</b> <input checked="" type="checkbox"/> Bid Form – all pages<br><input checked="" type="checkbox"/> Bid Bond or Bid Security<br><input checked="" type="checkbox"/> Bidder’s Qualifications – all pages | <b>5/24/18</b> |
| <b>FIRST-TIER SUBCONTRACTOR DISCLOSURE DUE</b>  | <b>5/24/18</b> |
| <b>GOOD FAITH EFFORT CERTIFIED BUSINESS UTILIZATION FORM DUE</b>  | <b>5/24/18</b> |
| <b>ANTICIPATED WORK START</b>   | <b>6/20/18</b> |
| <b>SUBSTANTIAL COMPLETION DATE</b>  | <b>8/05/18</b> |
| <b>FINAL COMPLETION DATE</b>  | <b>8/15/18</b> |

**NOTE: The District reserves the right to deviate from this schedule**

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<HTTPS://DRIVE.GOOGLE.COM/DRIVE/FOLDERS/0B2VRIMDSVQNEFLZOKPOUDNHCWJTVXVPNDHXANHMTFLMYLLWOFVWOTQ2OVPFSEZDZNP5D0E>

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**BRIDGER SCHOOL MODULAR**

**G0.01B**

**G0.02B**

C0.01B  
C1.10B  
C5.10B  
A0.01B  
A1.11B  
A1.12B  
A4.10B  
M0.01B  
M1.11B  
P0.01B  
P1.11B  
P0.01B  
P1.11B  
FA0.01B  
FA1.01B  
FA1.11B  
E0.01B  
E1.01B  
E1.02B  
E1.11B  
E5.1B

**CHAVEZ SCHOOL MODULAR**

G0.01A  
G0.02A  
C0.01A  
C1.10A  
C1.11A  
C5.10A  
C5.11A  
A0.01A  
A1.11A  
A1.12A  
A4.10A  
M0.01A  
M1.11A  
P0.01A  
P1.11A  
P0.01A  
P1.11A  
FA0.01A  
FA1.01A  
FA1.11A  
E0.01A  
E1.01A  
E1.11A  
E5.10A

**TECHNICAL SPECIFICATIONS:**

01 11 00  
01 14 00  
01 22 00  
01 25 00  
01 26 00  
01 29 00  
01 31 00  
01 32 00  
01 33 00  
01 77 00  
02 43 00  
03 10 00

03 20 00  
03 30 00  
05 52 13  
06 10 00  
07 21 00  
07 25 00  
07 46 46  
08 14 16  
08 71 00  
08 83 00  
09 05 61  
09 21 16  
09 30 00  
09 51 00  
09 65 00  
09 77 33  
09 90 00  
10 11 01  
10 11 24  
10 28 00  
10 44 00  
22 00 00  
22 05 19  
22 05 23  
22 05 29  
22 05 53  
22 07 00  
22 10 00  
22 30 00  
22 40 00  
23 00 00  
23 05 29  
23 05 48  
23 05 53  
23 05 93  
23 07 00  
23 09 33  
23 31 00  
23 33 00  
23 34 00  
23 37 00  
26 00 00  
26 05 09  
26 05 19  
26 05 26  
26 05 29  
26 05 33  
26 05 34  
26 05 43  
26 05 53  
26 05 73  
26 09 00  
26 09 23  
26 24 16  
26 27 13  
26 27 16  
26 27 26  
26 28 00  
26 28 16  
26 51 00  
27 00 00

27 05 28  
27 11 01  
27 13 00  
27 15 00  
27 51 23.50  
28 00 00  
28 10 00  
28 31 00  
31 23 16  
31 23 16.13  
33 14 16  
33 31 13  
33 42 11

**GEOTECHNICAL REPORT**

The drawings and specifications pertaining to this ITB are by reference herein incorporated into these documents.

## SECTION 00 11 16 INVITATION TO BID

Portland Public Schools ("District") seeks to contract for the construction services specified in this Invitation to Bid (ITB).

### 1.01. SUMMARY OF WORK

PPS currently owns, and is storing two (2) modulars that are to be moved to Bridger and Chavez Schools. Each school will receive one modular building. The modulars are being housed at a storage lot located at 4400 NE Buffalo Street.

It will be the contractor's responsibility to photo document the existing conditions of the modulars and provide the photos to the PPS Project Manager prior to the move. If the PPS PM does not receive these photos, any damage to the modular buildings that is observed by PPS that was not included in the PPS condition survey will be assumed to be damage from the contractor and therefore repaired at the cost of the contractor.

The modulars will be set at their respective school sites and installed per the bid documents of this RFQ. Work under this contract will include, but is not limited to, concrete foundations, utilities, boring, asphalt paving, excavation, stormwater facilities, trenching, painting, framing, general carpentry, electrical, plumbing, flooring, drywall, roofing, gutters/sheet metal, power, data, fire alarm, and internet services.

For the fire alarm, security alarm, internet and phones, the contractor will, at Chavez, bore 2 conduits from the exterior of the school to the modular and sweep in the utilities to the modular. The runs will extend from the MDF and IDF in Chavez school and from that point, feed the extended services to the modular. Work will conform to PPS design standards.

The fire alarm, security alarm, internet and phone services at Bridger will be extended from the modular to the East of the new unit via underground conduit and wire extensions.

This project must be complete and ready for staff move in no later than 8/14/18. Any and all weekend or overtime work needed to achieve this schedule will be included in the base bid pricing of this RFQ response.

The contractor will be responsible to obtain any and all permits to perform this work. PPS will purchase and obtain the building permit for this project.

### 1.02. CRITICAL ITB DATES AND TIMES:

Refer to "INVITATION TO BID (ITB) TIMELINE" noted on page 2 of the Invitation to Bid document.

#### A. MANDATORY PRE-BID MEETING AND SITE VISIT.

The mandatory pre-bid meeting will be held at the time, place and date shown on the cover of this document. The mandatory sign-in sheet must be completed prior to the beginning of the site walk. Contractors/subcontractors that arrive after the site walk has started will NOT be considered in attendance and will NOT be added to the attendance roster.

Questions asked during the pre-bid meeting may not be recorded by District staff and addressed in addenda to the ITB unless submitted in writing to the ITB Contact. Statements or remarks made by District staff during the pre-bid meeting shall not be binding on the District. An official response will be made only to questions which are submitted by potential Bidders in writing to the ITB Contact. Any Bidder requiring clarification of terms or conditions of the ITB, drawings, specifications, or Contract Documents shall make a request for clarification in writing, to the ITB Contact listed on the cover page of this document.

#### B. RECEIPT OF BIDS

##### **Electronic Submittal**

If submitting electronically via PlanetBids, the Bid Form must be submitted through the website in accordance with the PlanetBids internal timestamp. Late Bids shall be rejected.

PLEASE NOTE: Other required documentation specified below may be provided by any of the methods shown, even if the bid is submitted electronically.

### **Hardcopy Submittal**

SEALED BIDS will be received at the Bid Desk – Purchasing & Contracting, Attn: Paul Williams (“Bid Closing Date”). Late Bids shall be rejected.

C. Bid form

Bid Form shall be due up until 2:00:00 PM on the Bid Closing Date. Failure to submit a complete Bid by this due date and time may result in Bid rejection.

D. First-Tier Subcontractor Disclosure Form

The first-tier subcontractor disclosure form is due up until 4:00:00 PM on the Bid Closing Date. This form will be accepted using any of the following methods:

1. Electronically – with bid submittal via PlanetBids. PLEASE NOTE: PlanetBids does not allow for submittals after 2:00:00 PM. If submitting this document via PlanetBids it MUST be submitted by 2:00:00 PM. PlanetBids’ internal timestamp will determine timeliness.
2. Hardcopy at the Bid Desk – Purchasing and Contracting. Time clock at bid desk will determine timeliness.
3. E-mail. If using this method document must be e-mailed to [purchasing@pps.net](mailto:purchasing@pps.net). Time and date received on email in Purchasing will determine timeliness of submittal.

Failure to submit first-tier subcontractor disclosure form by this due date and time may result in Bid rejection.



E. GOOD FAITH EFFORT - CERTIFIED BUSINESS UTILIZATION FORM

The Certified Business Utilization Form is due up until 4:00:00 PM on the bid closing date. This form will be accepted using any of the following methods:

1. Electronically - with bid submittal via PlanetBids. PLEASE NOTE: PlanetBids does not allow for submittals after 2:00:00 PM. If submitting this document via PlanetBids it MUST be submitted by 2:00:00 PM. PlanetBids' internal timestamp will determine timeliness.
2. Hardcopy at the Bid Desk – Purchasing and Contracting. Time clock at bid desk will determine timeliness.
3. E-mail. If using this method document must be e-mailed to [purchasing@pps.net](mailto:purchasing@pps.net). Time and date received on email in purchasing will determine timeliness of submittal.

Failure to submit the Certified Business Utilization Form by this due date and time may result in bid rejection.

F. Public Opening of Bids

The Public Bid Opening will be held at 2:05 PM on May 24, 2018 in the Mahonia Conference Room.

1.03. BID REQUIREMENTS:

A. FIRST-TIER SUBCONTRACTOR DISCLOSURE

As per the form of first-tier subcontractor disclosure set forth in ORS 279C.370, Bidder shall submit to the District a disclosure of the first-tier subcontractors that:

1. Will be furnishing labor or will be furnishing labor and materials in connection with the public improvement contract; and
2. Will have a contract value that is equal to or greater than five percent of the total project Bid or \$15,000, whichever is greater, or \$350,000 regardless of the percentage of the total project base bid. Bidder must submit this documentation in accordance with Section 00 21 13, 1.02, I.

B. BID SECURITY

Bid security in the form of either:

1. a Bid bond set forth in Section 00 43 13,
2. an irrevocable letter of credit issued by an insured institution as defined in ORS 706.008, or
3. a certified check or cashier's check,

in an amount equal to ten percent (10%) of the total amount of the submitted Bid, which has been executed in favor of Portland Public Schools, School District No. 1J, Multnomah County, Oregon, 501 North Dixon Street, Portland, Oregon 97227, shall accompany each Bid exceeding \$100,000 as per Section 00 21 13, 1.02, C.

Bid bond and irrevocable letter of credit may be provided electronically with bid submittal if using PlanetBids. If selected as the apparent lowest responsive and responsible bidder, an original must be provided prior to Contract award.

C. OREGON CONSTRUCTION CONTRACTORS BOARD

Bidders shall be licensed with the Oregon Construction Contractors Board prior to bidding on this project.

D. BIDDER'S QUALIFICATION

Bidder shall submit a Bidder's Responsibility Information Form to the District in accordance with Section 00 45 13 Bidder's Qualifications. The District reserves the right to verify information provided on this form in determining the Bidder's qualifications to perform the Work.

E. REFERENCES

In accordance with District Contracting and Purchasing Rules and ORS 279C.375, District reserves the right to investigate references other than those listed in Bidder's submission. Investigation may include, without limitation, past performance of any Bidder with respect to its successful performance of similar projects, compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, and its lawful payment of employees and workers.

## F. PORTLAND PUBLIC SCHOOLS EQUITY IN PUBLIC PURCHASING & CONTRACTING POLICY

In July 2012, the PPS Board of Education passed the Portland Public Schools Equity in Public Contracting Policy, 8.50.095-P. The policy has three objectives:

**Business Equity:** The District will provide professional, supplier, construction and personal service purchasing and contracting opportunities to small businesses that have been historically under-utilized, including businesses owned by people of color, service-disabled veterans and women.

**Contractor Workforce Equity:** The District will ensure apprenticeship opportunities in the construction trades and will promote construction employment opportunities for people of color and women.

**Career Learning Equity:** The District will continue to provide career learning opportunities for students, providing them exposure to various potential career paths, including, but not limited to, architecture, engineering and related services, legal and accounting services, as well as building trades and construction work.

This Invitation to Bid addresses two of these objectives: Business Equity and Career Learning Equity.

### DEFINITIONS:

“Certified Business” means a company certified by the State of Oregon Certification Office of Business Inclusion and Diversity (COBID) as a Minority Business Enterprise (MBE), a Women Business Enterprise (WBE), business owned by a Service Disabled Veteran (SDV) and/or an Emerging Small Business (ESB) pursuant to Oregon Revised Statutes Chapter 200; and/or

A company certified in the States of Oregon, Washington and California by the U.S. Department of Transportation (U.S. DOT) as a Disadvantaged Business Enterprise (DBE) pursuant to Code of Federal Regulations (CFR) Title 49, Subtitle A, Parts 23 and 26; and/or

A company certified by the State of Washington Office of Minority and Women’s Business Enterprises (OMWBE) as a Minority Business Enterprise (MBE) and/or Woman Business Enterprise (WBE) pursuant to Washington Administrative Code, Title 326, Chapter 326-20.

### 1. BUSINESS EQUITY

Aspirational Goals for the Participation of Certified Businesses:

The Aspirational Goal for the scope of the work in this ITB is as follows: Of the total amount the District pays against the contract resulting from this ITB, 18% or more is paid to a Certified Business. Such payment may be made by the District, its prime contractors or subcontractors.

Good Faith Effort Program. Bidders must show good faith efforts towards this goal by seeking bids from Certified Business subcontractors as described in Attachment B. Bids which are non-responsive to Good Faith Effort Program requirements will be rejected.

### 2. CAREER LEARNING EQUITY

The intent of this objective is to increase the numbers of young people of color and young women in career learning programs.

The awarded Contractor will register on the District’s Career Learning database.

a. If this contract has a value between \$100,000 and \$1,000,000, Contractor must:

- Register – See Attachment Attachment C
- Offer at least two of the Career Learning opportunities for PPS students.
- Participate in the Portland Workforce Alliance’s annual Northwest Youth Careers Expo as an exhibitor every year during the active term of the contract. The Contractor may provide additional Career Learning opportunities at no additional cost to the District.

b. If this contract has a value greater than \$1,000,000, the Contractor must:

- Register
- Offer at least four of the Career Learning opportunities for PPS students, and
- Participate in the Portland Workforce Alliance’s annual Northwest Youth Careers Expo as an exhibitor every year during the active term of the contract. The Contractor may provide additional Career Learning opportunities at no additional cost to the District.

### 3. CONTRACTOR WORKFORCE EQUITY

- a. Applicability. Upon being awarded a District Public Improvement Contract or a District Intergovernmental Agreement for Construction or Public Improvement with a value greater than \$200,000, a Contractor shall be obligated to comply with the District Contractor Workforce Equity protocols as described in Attachment D. The District has contracted with the City of Portland for assistance in program administration and compliance. The Contractor Workforce Equity protocols shall apply to:
  - 1) The prime contract; and
  - 2) Any subcontract greater than \$100,000.
- b. Contractor Workforce Equity Protocols.
  - 1) Contractor will ensure that a minimum of 20% of labor hours in each apprenticeable trade performed by the contractor and subcontractors on District projects are performed by state-registered apprentices, and
  - 2) Contractor will utilize outreach, partnership and recruitment with workforce organizations, trade apprenticeship programs and unions to create an apprenticeship program that reflects the diversity of the Portland metropolitan area.

### 4. OWNER CONTROLLED INSURANCE PROGRAM ("OCIP")

- a. Portland Public Schools has implemented an OCIP for the on-site insurance requirements for this solicitation as described in Attachment E. The program includes on-site coverage for the following lines of insurance for all enrolled contractors and sub-contractors:
  - 1) Commercial General Liability
  - 2) Excess Liability
  - 3) Contractors Pollution Liability
- b. All bid prices should EXCLUDE those costs relating to the insurance provided by the OCIP.
- c. The duration of the OCIP program will be from the contract's Notice to Proceed through final acceptance. Off-site coverage is not a part of the OCIP and contractors will be required to provide appropriate evidence of this coverage.

### 5. CERTIFIED BUSINESS UTILIZATION REPORTING

The District has implemented an online Certified Business utilization tracking system. This web-based software system facilitates Certified Business utilization reporting for all construction, architecture, engineering, and related services contractors doing business with Portland Public Schools. The system is designed to streamline and automate subcontractor utilization reporting requirements and includes the following key features:

- Automated tracking of Certified Business utilization, using the COBID database
- Online verification of subcontractor payments
- Automated communication with contractors via email regarding reporting status

Prime contractors will be required to use the online system to submit first tier subcontractor data and monthly reports on progress payments to all subcontractors. Subcontractors will be required to use the online system to verify payments received from prime contractors, identify any further tiers of subcontractors, and submit monthly reports on progress payments to their own subcontractors. Prime contractors and subcontractors must access the system at least monthly, when prompted, to manage contract information and provide the required subcontractor and payment information. Prime contractors are responsible for ensuring that all subcontractors comply with the utilization tracking requirements.

The Certified Business utilization tracking system is online at <https://pps.diversitysoftware.com>. Access information will be provided to the designated point of contact for each contractor after contract award.

## 1.04. CONTRACT REQUIREMENTS

### A. PREVAILING WAGES

The Contract is for a public work and shall be subject to the prevailing wage requirements of ORS 279C.800 to ORS 279C.870. The selected contractor and its subcontractors shall pay the applicable prevailing wages to their workers as required by ORS 279C.840, and as listed in the most current Bureau of Labor and Industries ("BOLI") prevailing wage rate publication (i.e. Prevailing Wage Rates for Public Works Contracts in Oregon) as of January 2018. This ITB and the resulting Contract are subject to the following BOLI wage rate requirements and the prevailing wage rates set forth in the following booklets:

The "Prevailing Wage Rates for Public Works Contracts in Oregon" and any amendments issued by BOLI prior to the issue date of this ITB.

The "PWR Apprenticeship Rates" and any other amendments issued by BOLI prior to the issue date of this ITB.

The complete publications may be found online at the BOLI website ([http://egov.oregon.gov/BOLI/WHD/PWR/pwr\\_book.shtml](http://egov.oregon.gov/BOLI/WHD/PWR/pwr_book.shtml)) and is hereby incorporated by reference.

The fee required by ORS 279C.825(1) will be paid by the District to the Commissioner of the Bureau of Labor and Industries under the administrative rules of the Commissioner.

### B. CONTRACT, BONDS AND INSURANCE

The successful Bidder will be required to enter into a Contract with the District as per Section 00 52 13 Agreement Form and obtain and maintain insurance and bonding as per Section 00 61 13 Performance Bond, Section 00 61 14 Labor and Materials Payment Bond, and Section 00 52 13 Agreement Form. The successful Bidder shall obtain a Payment Bond and a Performance Bond issued by a surety which is authorized to transact surety business in the State of Oregon and which has an A.M. Best "A" or better rating.

### C. CONTRACTOR AND SUBCONTRACTOR FINGERPRINT-BASED CRIMINAL HISTORY VERIFICATION

Performance under this Contract may require or cause Contractor to have direct, unsupervised contact with students. The District requires all Contractor personnel who may have direct, unsupervised contact with students to pass the District fingerprint-based criminal history verification. The Contractor is solely responsible for the cost of these verifications. The current cost is \$94.50 and is subject to change. Proposers are advised to consider this cost when responding to price proposal evaluation criteria as the District will not pay for, or reimburse, such costs. Additional information about this verification process may be found at <http://www.pps.k12.or.us/departments/security-services/1102.htm>

## 1.05. AVAILABILITY OF ITB DOCUMENTS

This ITB, including all drawings, specifications and Addenda pertaining to this ITB, are posted on the PlanetBids website at <http://www.planetbids.com/portal/portal.cfm?CompanyID=22555> and will not be mailed to prospective Bidders. Bidders should consult the PlanetBids System regularly until Bid Closing to avoid missing any Addenda.

## 1.06. ITB/PROJECT CONTACT

All questions, requests for clarification and specification protests must be addressed to the ITB Contact shown on the cover page of this document.

## SECTION 00 21 13 INSTRUCTIONS TO BIDDERS

### 1.01. SOLICITATION PROTEST; REQUEST FOR CHANGE; REQUEST FOR CLARIFICATION

- A. PROCEDURE: The appropriate means of seeking clarifications or modifications to provisions of an ITB are through (a) requests for clarification; (b) requests for changes to contractual terms, Specifications, or Plans; and (c) protests of contractual terms, Specifications, or Plans. Any Bid that includes non-approved alternate product brands or that takes exception to the Specifications or Plans or contractual terms of the ITB may be deemed non-responsive and may be rejected.
- B. METHOD OF SUBMITTING REQUESTS FOR MODIFICATION OF ITB PROVISIONS: Envelopes containing requests for clarification, requests for change, and protests must be marked as follows:

Request for Clarification/Request Change /Protest

ITB Number

Closing Date

Closing Time

and must be received by the contact listed on Page 1 of the ITB, no later than seven (7) calendar days prior to the Bid Closing Date. Unless this specific deadline is extended by subsequent Addenda, no 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. REQUEST FOR CLARIFICATION: Any Bidder who 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 listed on Page 1 of the ITB. To be considered, the request for clarification must be received by the Bid Desk – Purchasing & Contracting Department by the deadline specified in Paragraph B above.
- D. REQUEST FOR CHANGES TO CONTRACTUAL TERMS OR SPECIFICATIONS OR PLANS: Any Bidder may submit a request for changes to contractual terms, Plans, or Specifications, in writing, to the contact listed on Page 1 of the ITB. To be considered, the request for changes must be received by the Bid Desk – Purchasing & Contracting Department by the deadline specified in Paragraph B above. The request must include the specific changes requested, and the reason for requested changes supported by factual documentation.
- E. PROTEST OF SOLICITATION OR CONTRACT TERMS AND CONDITIONS OR SPECIFICATIONS: Any Bidder may submit a protest of solicitation terms and conditions, Contract terms and conditions or Specifications, in writing, to the contact listed on Page 1 of the ITB. To be considered, the protest must be received by the Bid Desk – Purchasing & Contracting Department by the deadline specified in Paragraph B above. The protest shall include the legal and factual grounds for the protest, a description of the resulting prejudice to the Bidder if the protest is not granted, and a statement of the relief or changes proposed.
- F. RESPONSE TO REQUESTS FOR CLARIFICATION: Clarifications, whether verbal, in writing, do not change Plans, Specifications, contractual terms, or procurement requirements of an ITB. If a request for clarification raises an issue that the District determines should be handled by formally amending the ITB, the District will do so only by announcing such a change in an Addendum, not through information identified as a "clarification."
- G. RESPONSE TO REQUESTS FOR CHANGE, AND PROTESTS: The District shall promptly respond to each properly-submitted written request for change, and protest. If District determines that any additions, deletions, clarification or interpretation is necessary, such information or interpretation will be supplied in Addenda posted to the PlanetBids website at <http://www.planetbids.com/portal/portal.cfm?CompanyID=22555> and thereby made available to all interested parties.

All such Addenda shall have the same binding effect as though contained in the ITB Document. Such addenda shall be issued not less than 72 hours prior to the Bid Closing Date. Statements made by the District's representatives are not binding on the District unless confirmed by written Addendum.

Failure to protest solicitation terms and conditions, Contract terms and conditions or Specifications as provided in Section 00 21 13, 1.01 precludes appeal or protest of a decision to award based upon such solicitation terms and conditions, Contract terms and conditions or Specifications.

## 1.02. BID SUBMITTAL

### A. BID FORMS

Bids shall be submitted on unaltered Bid Forms furnished by the District, or on exact duplicates thereof. Bids shall be made in accordance with all instruction, requirements and specification to be considered. All blanks on Bid Forms shall be completed in ink or typewritten. Alterations and erasures shall be initialed by the signatory of the Bid.

### B. STATE OCCB REGISTRATION REQUIREMENTS

Bidders shall be licensed with the Oregon Construction Contractors Board prior to bidding on this project. Failure to comply with this requirement shall result in Bid rejection. Bidders shall insert Bidder's current, valid registration number and expiration date thereof in the spaces provided on the Bid Form. Landscaping contractors and all subcontractors participating in this project shall be licensed respectively, by the State Landscape Contractors Board, as required by ORS 671.530 and the Oregon Construction Contractors Board, as required by ORS 701.026, at the time they propose to engage in subcontract work. Any Bid received from a Bidder identified by the Oregon Construction Contractors Board as ineligible to hold public contracts in accordance with ORS 701.227 shall be disqualified from consideration.

### C. BID SECURITY: Bids shall be accompanied by bid security

Bid security in the form of either:

1. a Bid bond set forth in Section 00 43 13,
2. an irrevocable letter of credit issued by an insured institution as defined in ORS 706.008, or
3. a certified check or cashier's check,

in an amount equal to ten percent (10%) of the total amount of the submitted Bid, which has been executed in favor of Portland Public Schools, School District No. 1J, Multnomah County, Oregon, 501 North Dixon Street, Portland, Oregon 97227, shall accompany each Bid exceeding \$100,000.

Bid bond and irrevocable letter of credit may be provided electronically with bid submittal if using PlanetBids. If selected as the apparent lowest responsive and responsible bidder, an original must be provided prior to Contract award.

Bid security of the successful Bidder will be returned or released after the Bidder's written Contract, Performance Bond, Payment Bond, and required certificates of insurance have been promptly and properly executed, delivered to, and accepted by the District. If the successful Bidder fails to (1) promptly and properly execute the Contract, (2) furnish a good and sufficient Performance Bond and a good and sufficient Payment Bond, and/or (3) furnish required certificates of insurance within seven (7) calendar days of the written notification of intent to award a Contract, then the District may cash the check, draw under the letter of credit or otherwise collect under the Bid security.

The District reserves the right to retain the Bid security of the next two (2) lowest Bidders until the successful Bidder has been awarded a Contract or until no more than 90 days after Bid opening, whichever is shorter. Bid security of all other Bidders will be returned as soon as practicable after Bid opening.

### D. SEALED BIDS

#### **ELECTRONIC SUBMITTAL**

If submitting electronically via PlanetBids, the Bid Form must be submitted through the website in accordance with the PlanetBids internal timestamp. Late Bids shall be rejected.

#### **HARDCOPY SUBMITTAL**

Sealed Bids will be received at the Bid Desk, Purchasing & Contracting, Attn: Paul Williams. All Bids shall be time stamped no later than the Bid Closing Date and time indicated in Section 00 11 16.

Bids must be submitted in a sealed envelope appropriately marked with the Bid Title, Bid Number, and the name of the Bidder.

It is the sole responsibility of the Bidder to assure that the Bid is delivered and time stamped at the Bid Desk by the deadline specified. All late Bids shall be rejected.

#### E. MODIFICATION OR WITHDRAWAL OF BID

After submittal, Bids may be modified or withdrawn on written request received from Bidders prior to the Bid Closing Date and Time. Modifications shall be sealed and submitted in same manner as the Bid.

Bids may not be modified or withdrawn after closing except as provided in District Contracting and Procurement Rules.

#### F. DURATION OF BIDS

Each Bid shall be irrevocable for a period of 90 days from the date of Bid. Award of a Contract to any Bidder shall not constitute rejection of any other Bid.

#### G. REQUIRED SIGNATURES

Bids shall be signed with ink or indelible pencil, with name typed or printed in the space provided. Where Bidder is a corporation, Bids shall be signed with the legal name of the corporation and the legal signature of an officer authorized to bind the corporation to a contract. If submitting electronically via PlanetBids, a scanned signature will be accepted. Digital and stamped signatures are not accepted.

#### H. RESIDENT BIDDER

Bidder shall indicate on the Bid Form whether Bidder is a "resident bidder" as defined in ORS 279A.120. A "nonresident bidder" means a Bidder who has neither paid unemployment taxes nor income taxes in the State of Oregon during the 12 calendar months immediately preceding submission of its Bid, nor has a business address in the State of Oregon.

In determining the lowest responsive Bidder for this Work, a percentage may be added to the Bid of a non-resident Bidder equal to the percentage, if any, of the preference given to that Bidder in the state in which the Bidder resides. This percentage, if utilized, shall not be added to the dollar value of Contract to be awarded as a result of this ITB.

#### I. LIST OF FIRST-TIER SUBCONTRACTORS

In accordance with ORS 279C.370, Bidders are required to complete and submit the first-tier subcontractor disclosure form, provided in Section 00 43 36, within two (2) hours of the Bid Closing Date and time.

#### J. ACCEPTANCE OF CONDITIONS/SITE VISITATION

The Bidder, by making a Bid, represents that:

1. The Bidder has read and understands the Bid documents and the Bid is made in accordance therewith.
2. The Bidder has visited each project site, become familiar with the local conditions under which the Work is to be performed, and has correlated the Bidder's personal observations with the requirements of the proposed Contract Documents.
3. The Bid is based upon the materials, equipment, systems, required by the Bid documents without exceptions.

#### K. RESERVATIONS

1. The District reserves the following rights:

- To reject all Bids.
- To reject any Bid not in compliance with all prescribed public bidding procedures and requirements and to reject for good cause any or all Bids upon a finding that it is in the public interest to do so.
- To reject Bids which it determines to be non-responsive.
- To reject Bids upon the District's finding that the Bidder:
  - o Has been declared ineligible under ORS 279C.860 by the Commissioner of Bureau of Labor and Industries;
  - o Has been identified by the Oregon Construction Contractors Board as ineligible to hold public contracts in accordance with ORS 701.227; or
  - o Is not responsible.
- To waive any informalities in Bids submitted.

- In the event two or more Bidders quote identical amounts for the same Work, to award the contract by drawing lots between such Bidders or by such other means as it deems appropriate.
- To return the Bid unopened, in the event only one Bid is received.

#### L. ASBESTOS ABATEMENT

Work to be performed under the contract  will  will not require the Bidder or any subcontractors to be licensed for asbestos abatement work per [ORS 468A.720](#).

#### M. LEAD BASED PAINT RENOVATION LICENSE

Perform all work in accordance with OR-OSHA (OAR Chapter 437 Division 3, 1926.62) and Section 02080 (Lead Handling Procedures) specification in the project manual. When working in areas of buildings occupied by children under age six (6), requirements under [OAR Chapter 333, Division 69](#) may also apply, and the Bidder will be required to be licensed under and comply with [OAR Chapter 812, Division 7](#), and [ORS Chapter 701.510](#).

Work to be performed under the contract  does  does not require the Contractor to hold a Lead-Based Paint Renovation License. **Contractors cannot bid on a renovation project until they have completed an approved training class and obtained a Lead-Based Paint Renovation License** per the [Construction Contractors' Board \(CCB\)](#).

#### N. REQUIREMENTS FOR HAZARDOUS MATERIALS

Asbestos-containing materials (ACM's) are present in various locations throughout the building. It is the intent of Portland Public Schools to abate only materials that are an obstruction, part of demolition or necessary to complete the renovation. All abatement work will be conducted by Portland Public Schools under a separate contract. The Bidder and its subcontractors are required to familiarize themselves with asbestos and asbestos hazards within the building. Provide hazard communication, training and personal protection equipment as necessary to work in or around areas with asbestos materials. The Bidder shall strictly enforce implementation of OR-OSHA ([OAR Chapter 437 Division 3](#), Subdivision Z 1926.1101) requirements during the performance of the work under this contract.

Documents of reference for information on the type, quantity and location of known ACM's are as follows: 1) Portland Public School District's AHERA asbestos inspection report and management plan. 2) Hazardous materials survey/abatement drawings in preparation for the contracted construction. All Sub-contractors are to notify the Bidder if suspect ACM's are uncovered during demolition or renovation activities that are not identified in these documents. Coordinate with the district's hazardous materials consultant as necessary to accommodate testing and abatement work.

For this project, the Bidder and its subcontractors shall comply with all applicable OSHA requirements when working in friable asbestos contaminated areas. This includes but not limited to; floor and attic crawl spaces if those conditions exist in a building. OSHA requirements also apply when working on or around non-friable ACM. This includes but is not limited to; anchorage thru ACM flooring, anchorage of wire molding and fixtures onto ACM plaster or gypsum walls and ceilings, and impacting ACM roofing materials.

### 1.03. APPEALS & PROTEST OF AWARD

Adversely affected or aggrieved Bidders shall have seven (7) calendar days from the date of the Intent-to-Award Announcement within which to file a written protest. All appeals must be in writing and physically received by the Program Director of Purchasing & Contracting no later than 10:00 AM on the seventh (7th) calendar day after the date of the Intent-to-Award Announcement.

Address appeal to:

APPEAL OF AWARD TO ITB NO. 2018-2436  
Attn: Director, Purchasing & Contracting  
School District No.1J, Multnomah County, Oregon  
Portland Public Schools  
Purchasing & Contracting  
501 North Dixon Street, 2<sup>nd</sup> floor  
Portland, Oregon 97227

Protests submitted after that date will not be considered. Protests must specify the grounds upon which the protest is based.



In order to be an adversely affected or aggrieved Bidder, the Bidder must claim to be eligible for award of the Contract as the lowest responsible and responsive Bidder and that any and all lower Bidders are ineligible to receive Contract award.

An actual Bidder who is adversely affected or aggrieved by the award of the Contract to another Bidder may protest award, in writing, within the timeline established. The written protest shall state the grounds upon which the protest is based. No protest of award shall be considered after the deadline.

No protest against award shall be considered because of the content of solicitation terms and conditions, contract terms and conditions or Specifications after the deadline established for submitting protests of solicitation terms and conditions, contract terms and conditions or Specifications.

#### 1.04. CONTRACT, BONDS AND INSURANCE

##### A. CONTRACTOR CONTRACT EXECUTION

Within seven (7) calendar days after receipt of Notice of Intent to Award, the successful Bidder shall be prepared to execute the Contract provided by the District, a sample of which is included in Section 00 52 13 of this ITB. At the same time, the successful Bidder shall furnish a Performance Bond, a Payment Bond, and required Certificates of Insurance. Prior to starting work under the Contract, the selected Bidder shall provide a performance bond and a payment bond each issued by a surety satisfactory to the District, in an amount equal to the full dollar value of the Contract for the faithful performance of the Contract and all provisions thereof.

##### B. DISTRICT CONTRACT EXECUTION

After receipt and acceptance of the properly executed Contract, Performance Bond, Payment Bond, and Certificates of Insurance, the District will execute the Contract and issue a Notice to Proceed. No work shall be performed until the Contract is fully executed and a written Notice to Proceed is issued.

##### C. FAILURE TO EXECUTE

A successful Bidder who fails to execute the Contract or furnish the Performance Bond, Payment Bond and provide Certificates of Insurance in the time and manner indicated herein shall forfeit its Bid security.

##### D. PUBLIC WORKS BOND

Before starting Work the successful Bidder shall file with the Oregon Construction Contractors Board, and maintain in full force and effect, the separate public works bond required by ORS 279C.836, unless otherwise exempt under those provisions. The successful Bidder shall also include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the Oregon 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.

A disadvantaged, minority, women or emerging small business enterprise certified under ORS 200.055 may, for up to four years after certification, elect not to file a public works bond as required under Section 279C.836 (1). If a business enterprise elects not to file a public works bond, the business enterprise shall give the Oregon Construction Contractors Board written verification of the certification and written notice that the business enterprise elects not to file the bond.

Questions regarding payment of prevailing wages may be directed to BOLI at the BOLI website ([www.oregon.gov/BOLI](http://www.oregon.gov/BOLI)) or at the following address:

Bureau of Labor and Industries  
Wage and Hour Division  
Prevailing Wage Unit  
800 N.E. Oregon Street, #32  
Portland, Oregon 97232

#### 1.05. COMPLIANCE WITH LAW

The selected contractor shall be required to comply with the District's standard construction contract provisions as provided in Section 00 52 13. In addition, the selected contractor shall comply with and require its subcontractors to comply with all applicable provisions of federal, state and local laws, statutes, ordinances, codes, orders, rules and regulations which pertain to the work specified in this ITB.

## SECTION 00 41 13 BID FORM



### BID FORM (PAGE 1 OF 3)

SCHOOL DISTRICT NO. 1J,  
MULTNOMAH COUNTY, OREGON  
PORTLAND PUBLIC SCHOOLS

INVITATION TO BID NO. 2018-2436  
Chavez & Bridger Modulars

The undersigned hereby certifies that Bidder:

1. Has the authority and/or responsibility to submit a Bid and to represent the organization in all phases of this Bid process.
2. The information is true and accurate to the best of their knowledge.
3. Shall furnish, in strict compliance with the Bid and Contract Documents for the above-referenced Project, all labor, materials, equipment, apparatus, appliances, tools, transportation, and other facilities and services necessary to perform the Work described therein, and to perform said Work in strict compliance therewith, for the amounts set forth in this Bid.
4. Is a  Resident Bidder,  Non-Resident Bidder, as defined in ORS 279A.120

A "non-resident bidder" is a Bidder who has neither paid unemployment taxes nor income taxes in the State of Oregon during the 12 calendar months immediately preceding submission of this Bid, nor has a business address in the State of Oregon.

In determining the lowest responsive Bidder for this Work, a percentage may be added to the Bid of a non-resident Bidder equal to the percentage, if any, of the preference given to that Bidder in the state in which the Bidder resides. This percentage, if utilized, will not be added to the dollar value of the contract to be awarded as a result of this ITB.

5. Understands any false statement may disqualify this Bid from further consideration or be cause for contract termination.
6. Has read, understands and agrees to be bound by all terms and conditions herein.
7. Understands by submitting this Bid, the undersigned certifies conformance to the applicable Federal Acts, Executive Orders and Oregon Statutes and Regulations concerning Affirmative Action toward equal employment opportunities. All information and reports required by the Federal or Oregon State Governments, having responsibility for the enforcement of such laws, shall be supplied to the District upon request for purposes of investigation to ascertain compliance with such acts, regulations, and orders.

8. **Acknowledges Receipt of Addenda No's.** \_\_\_\_\_ **Through** \_\_\_\_\_ **inclusive.**

Please check the applicable box regarding Bid security:

- Bid security in form of cashier's check , certified check , Bid bond in the form set forth in Section 00 43 13 , irrevocable letter of credit issued by an insured institution as defined in ORS 706.008  (check applicable clause) in the amount of ten percent (10%) of the total amount of the submitted Bid, which has been executed in favor of Portland Public Schools, School District No. 1J, Multnomah County, Oregon, 501 North Dixon Street, Portland, Oregon 97227, is enclosed.
- Bid Price is for \$100,000 or less; therefore, Bid security is not required.

**BID FORM (PAGE 2 OF 3)**

The Base Bid will be the sum of the following items and represents all work set forth in this ITB, the Contract Documents (including without limitation the Drawings and Specifications):

|   |    |
|---|----|
| <b>BASE BID</b>   |    |
| Deliver, install and build out the modular buildings for Bridger and Chavez as per the main bid scope of work as identified and in compliance with the bid documents and attachments of this RFQ package. | \$ |
| <b>ALTERNATES</b>   |    |
| Paint the entire exterior (including gutters and downspouts) of the modular at Bridger School   | \$ |
| Paint the entire exterior (including gutters and downspouts) of the modular at Chavez School  | \$ |
| Supply and install bathroom wall tile in lieu of FRP in the modular at Bridger  | \$ |
| Supply and install bathroom wall tile in lieu of FRP in the modular at Chavez   | \$ |
| Supply and install 6' black vinyl chain link fencing with a man gate around the new stormwater swales at Bridger  | \$ |
| Supply and install 6' black vinyl chain link fencing with a man gate around the new stormwater swales at Chavez   | \$ |
| <b>UNIT PRICING (Delete if inapplicable)</b>  |    |
| Utility boring per LnFt   | \$ |
| Line striping per LnFt  | \$ |
| Remove and replace modular roof shingles per SqFt   | \$ |
| Exterior modular patch painting per SqFt  | \$ |
| Remove and replace modular gutters per LnFt   | \$ |
| Purchase and install domestic water backflow device and vault   | \$ |

**Total Base Bid**

**(Expressed in written words and numerals. Written words shall supercede numerals. The District reserves the right to correct mathematical errors whereupon the corrected Total Base Bid takes precedence over written words and numerals.)**

**UNIT PRICING:**

Unit Pricing for Change Order Work: Unit prices for Change Order work will be as stated on the bid submittal form or, at the sole discretion of District, negotiated at a fair and reasonable unit price as Change Orders are requested.

**ALTERNATES:**

The Total Bid Price will be calculated by adding to or deducting from the Base Bid those alternates selected by District at the time of award.

Bids will be evaluated to identify the lowest responsible Bid based on the Total Bid Price. Bids must be submitted by a responsible Bidder and not otherwise disqualified.

**BID FORM (PAGE 3 OF 3)**

**REPRESENTATIONS AND CERTIFICATIONS**

Bidder shall submit Bidder's Responsibility Information Form as per Section 00 45 13 Bidder's Qualifications along with the Bid Form and any other required Bid submittals.

BIDDER'S EMPLOYERS FEDERAL TAX IDENTIFICATION NUMBER (EIN) \_\_\_\_\_  
OR  
SOCIAL SECURITY IDENTIFICATION NUMBER \_\_\_\_\_

BIDDER'S OREGON CONSTRUCTION CONTRACTORS BOARD  
LICENSE NUMBER \_\_\_\_\_  
EXPIRATION DATE \_\_\_\_\_

CERTIFIED BUSINESS  YES  NO  
IF YES, PROVIDE CERTIFICATION NUMBER \_\_\_\_\_

The undersigned hereby certifies under penalty of perjury that to the best of my knowledge the Bidder does not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, or national origin. Nor has Bidder or will Bidder discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is:

- A minority-owned, women-owned, or emerging small business enterprise certified under ORS 200.055, or
- A business enterprise that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225.

The undersigned hereby certifies under penalty of perjury that to the best of my knowledge the Bid was prepared independently from all other Bidders, and without collusion, fraud, or other dishonesty.

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.

The undersigned hereby certifies that Bidder has the authority and/or responsibility to submit a Bid and to represent the Bidder in all phases of this Bid process.

Bidder's (Company) Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_  
(Please Print)

Title \_\_\_\_\_

Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ FAX \_\_\_\_\_

E-Mail \_\_\_\_\_

**FAILURE TO COMPLETE, SIGN AND SUBMIT THIS FORM MAY BE CAUSE FOR BID REJECTION. IF SUBMITTING ELECTRONICALLY VIA PLANETBIDS, A SCANNED COPY WILL BE ACCEPTED. DIGITAL AND STAMPED SIGNATURES ARE NOT ACCEPTED.**



SECTION 00 43 13 FORM OF BID BOND

We, \_\_\_\_\_ as "Principal," and \_\_\_\_\_ (Name of Principal) (Name of Surety)

an \_\_\_\_\_ Corporation,

authorized to transact Surety business in Oregon, as "Surety," hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns to pay unto Portland Public Schools, School District No. 1J, Multnomah County, Oregon, 501 North Dixon Street, Portland, Oregon 97227 ("Obligee") the sum of

(\$ \_\_\_\_\_ ) \_\_\_\_\_ dollars.

WHEREAS, the condition of the obligation of this bond is that Principal has submitted its proposal or Bid to the Obligee in response to Obligee's procurement document ( \_\_\_\_\_ ) for the project identified as:

Title:

\_\_\_\_\_ which proposal or Bid is made a part of

this bond by reference, and Principal is required to furnish Bid security in an amount equal to ten (10%) percent of the total amount of the Bid pursuant to ORS 279C.365(5) and the procurement document.

NOW, THEREFORE, if the proposal or Bid submitted by Principal is accepted, and if a contract pursuant to the proposal or Bid is awarded to Principal, and if Principal enters into and executes such contract within the time specified in the procurement document and executes and delivers to Obligee its good and sufficient performance bond and payment bond required by Obligee within the time fixed by Obligee, then this obligation shall be void; otherwise, it shall remain in full force and effect.

IN WITNESS WHEREOF, we have caused this instrument to be executed and sealed by our duly authorized legal representatives this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Signature lines for PRINCIPAL, BY ATTORNEY-IN-FACT, Attest: Corporation Secretary, and SURETY, including fields for Name, Signature, Address, City, State, Zip, Phone, and Fax.

## SECTION 00 43 25 SUBSTITUTION REQUESTS (PRE-BID)

### 1.01. SUBSTITUTION REQUESTS

- A. During Bidding, the District and its architect will consider written Substitution Requests received at least nine calendar days prior to Bid date. Requests received after that time **will not** be considered.
- B. Submit requests to Purchasing & Contracting, 501 N. Dixon St., 2<sup>nd</sup> Floor, Portland, Oregon 97227 in **triplicate** on a copy of the attached Substitution Request Form **with a self-addressed and stamped envelope**.
- C. Prepare separate requests for each product. Combined requests **may be rejected**.
- D. In making Substitution Requests, Bidder represents:
  - 1. Bidder has personally investigated proposed product or method, and determined that it is equal or superior in all respects to that specified.
  - 2. Bidder will provide the same guarantee for substitution as for product or method specified.
  - 3. Bidder will coordinate installation of accepted substitution into Work, making such changes as may be required for Work to be completed in all respects.
  - 4. Bidder waives all claims for additional costs related to substitutions which consequently become apparent.
- E. All accepted substitutions will be confirmed by inclusion in an addendum. Items not appearing in such addendum shall be deemed rejected.

### 1.02. SUBSTITUTION REQUEST FORM

- A. The Substitution Request Form is attached.



SCHOOL DISTRICT NO. 1J  
MULTNOMAH COUNTY, OREGON  
PORTLAND PUBLIC SCHOOLS

**SUBSTITUTION REQUEST FORM**

TO:

**SOLICITATION  
NUMBER:**

**PROJECT NAME:**

**SPECIFIED  
ITEM/PRODUCT:**

**Page No.**

**Item/Product No.**

**Description**

**PROPOSED SUBSTITUTION:**

Attached data includes manufacturer's product description, specifications, drawings, photographs, performance and test data, and includes, when requested by the District, one (1) sample adequate for evaluation of the request including identification of applicable data portions.

Attached data also includes the description of changes to Contract Documents and the requirements of the proposed substitution for proper installation.

**The undersigned certifies the following items, unless modified by attachments, are correct:**

1. Proposed substitution does not affect dimensions shown (only if supplied with Bid documents).
2. Undersigned pays for changes to building/equipment design, including engineering design, detailing, and proposed substitution has no adverse effect on other trades, construction schedule, or specified warranty requirements.
3. Maintenance and service parts are available locally or are readily obtainable for the proposed substitution.

**Undersigned further certifies function, appearance, and quality of proposed substitution are equivalent or superior to specified item.**

**Undersigned agrees, if this page is reproduced, terms and conditions for substitutions found in Bidding Documents apply to this proposed substitution.**

Request Submitted by:

\_\_\_\_\_  
Name (Printed or typed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Vendor Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Email

\_\_\_\_\_  
Fax Number

**Architect Approval:**

|                                       |  |
|---------------------------------------|--|
| <input type="checkbox"/> Approved     | <input type="checkbox"/> Approved as noted |
| <input type="checkbox"/> Not Approved | <input type="checkbox"/> Received too late |
| _____<br>By                           |  |
| _____<br>Date                         |  |
| Remarks:                              |  |

**For use by Portland Public Schools Staff:**

|                                       |  |
|---------------------------------------|--|
| <input type="checkbox"/> Approved     | <input type="checkbox"/> Approved as noted |
| <input type="checkbox"/> Not Approved | <input type="checkbox"/> Received too late |
| _____<br>By                           |  |
| _____<br>Date                         |  |
| Remarks:                              |  |



**SECTION 00 43 36 FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM**

**SCHOOL DISTRICT NO. 1J  
PORTLAND PUBLIC SCHOOLS  
MULTNOMAH COUNTY, OREGON**

PROJECT NAME: \_\_\_\_\_

BID #: \_\_\_\_\_ BID CLOSING DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

**This form must be submitted at the location specified in the Invitation to Bid on the advertised Bid Closing Date and within two hours after the advertised Bid Closing Time (“Disclosure Deadline”).** 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 and the dollar value of the subcontract. Enter the word "NONE" if there are no first-tier subcontractors subject to disclosure. ATTACH ADDITIONAL SHEETS IF NECESSARY.

| NAME | CATEGORY OF WORK | DOLLAR VALUE |
|------|------------------|--------------|
| 1.   |                  | \$           |
|      |                  |              |
| 2.   |                  | \$           |
|      |                  |              |
| 3.   |                  | \$           |
|      |                  |              |

The above listed first-tier subcontractor(s) are providing labor or labor and materials with a Dollar Value equal to or greater than:

- a. 5% of the total project Bid, or \$15,000, whichever is greater. [If the Dollar Value is less than 15,000.00, do not list the subcontractor above.]; or
- b. \$350,000 regardless of the percentage of the total Contract Price.

**FAILURE TO SUBMIT THIS FORM BY THE DISCLOSURE DEADLINE WILL RESULT IN A NON-RESPONSIVE BID AND SUCH NON-RESPONSIVE BID WILL NOT BE CONSIDERED FOR AWARD.**

Bids which are submitted by Bid 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.

Form submitted by (Bidder Name): \_\_\_\_\_

Contact Name: Phone #: \_\_\_\_\_

Deliver Form to Agency: Bid Desk – Purchasing & Contracting, Portland Public Schools, 2nd Floor

Person Designated to Receive form: Paul Williams

Agency's Address: 501 North Dixon Street, Portland, Oregon 97227

UNLESS OTHERWISE STATED IN THE ORIGINAL SOLICITATION, THIS DOCUMENT SHALL NOT BE FAXED. IT IS THE RESPONSIBILITY OF BIDDERS TO SUBMIT THIS DISCLOSURE FORM AND ANY ADDITIONAL SHEETS, WITH THE BID NUMBER AND PROJECT NAME CLEARLY MARKED, AT THE LOCATION INDICATED BY THE SPECIFIED DISCLOSURE DEADLINE. SEE INSTRUCTIONS TO BIDDERS.



## **SECTION 00 45 13 BIDDER'S QUALIFICATIONS**

- 1.01 Each Bidder shall submit a completed Bidder's Responsibility Information Form along with its Bid. The Bidder's Responsibility Information Form will be used to evaluate the qualifications of any Bidder whose Bid is under consideration for award of Contract.

Prior to award and execution of a Contract, the District will evaluate whether the apparent successful Bidder meets the applicable standards of responsibility identified in ORS 279C.375 and PPS Rule 49-0390. See also PPS Rule 49-0440(1)(c)(H). In doing so, the District may investigate Bidder and request information in addition to that already required in this document, when the District, in its sole discretion, considers it necessary or advisable. Submission of a signed Bid shall constitute approval for the District to obtain any information that the District deems necessary to conduct the evaluation.

Bids will be evaluated to identify the lowest responsive Bid submitted by a responsible Bidder which is not otherwise disqualified. (Refer to ORS 279C.375 and PPS Rules 49-0390 and 49-0440).

The District may postpone the award of the Contract after announcement of the apparent successful Bidder in order to complete its investigation and evaluation. Failure of the apparent successful Bidder to demonstrate responsibility shall render the Bidder non-responsible and shall constitute grounds for Bid rejection, as required under PPS Rule 49-0390.

Any Bidder who fails to submit a completed form will be deemed to be non-responsive and will not be considered for Award of Contract.

- 1.02 Bidder's Responsibility Information Form is attached.

**BIDDER'S RESPONSIBILITY INFORMATION FORM**  
**PAGE 1 OF 5**

1. **EXPERIENCE:** List the number of years Bidder has been operating its business under its current license. If Bidder's business has been in continuous existence under a current active license and a previous license number, then identify the previous license number. List and briefly describe a minimum of 3 similar projects performed by Bidder in the past 5 years that best characterize Bidder's capabilities. Include relevant data such as the type of work involved and project dates. Describe how Bidder meets this experience requirement (use separate sheet if additional space is needed):

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2. **LAWSUITS/JUDGMENTS:** Within the past 5 years, has Bidder had any lawsuits filed against it involving contract disputes? For the purposes of this request, "lawsuits" include requests for arbitration and "judgments" includes arbitration awards. YES / NO If "YES" indicate dates and ultimate resolution of suit (with regard to judgments, include jurisdiction and date of final judgment or dismissal.)

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3. **BANKRUPTCY:** Within the past 36 months, has Bidder filed a bankruptcy action, filed for reorganization, made a general assignment of assets for the benefit of creditors, or had an action for insolvency instituted against it? YES / NO If "YES" supply filing dates, jurisdictions, type of action, ultimate resolution, and dates of judgment or dismissal, if applicable.

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4. **LAWSUITS BY CREDITORS:** Within the past 24 months, has Bidder had any lawsuits filed against it by creditors? YES / NO If "YES" indicate dates and ultimate resolution of suit (with regard to judgments include jurisdiction and date of final judgment or dismissal).

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**BIDDER'S RESPONSIBILITY INFORMATION FORM**  
**PAGE 2 OF 5**

5. OREGON CONSTRUCTION CONTRACTORS BOARD LICENSING: Is Bidder licensed with the Oregon Construction Contractors Board at the time Bidder submits a Bid for the Work under this ITB? YES / NO If "YES" indicate Oregon Construction Contractors Board license number and expiration date.

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6. ABILITY TO PERFORM WITHIN TIME SPECIFIED: List the project titles, original contract time and change order extensions for three specific projects in the past three (3) years. Bidder shall document that it achieved substantial completion of such three projects of similar size and scope within no more than 105% of the final contracted time for completion (including change ordered adjustments). If the Bidder cannot document three such projects, the Bidder may submit alternative documentation of one or more similar projects where the Bidder did not achieve substantial completion within 105% of the final contract time, a calculation of the total percentage of time over the final contract time necessary to achieve substantial completion, and an explanation as to why the required additional time was beyond the Bidder's control. **If Bidder has contracted with the District in the past three (3) years, Bidder must include Bidder's most recent project with District in this response.**

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7. DEBARMENT: Has Bidder been debarred by any public agency within the past two (2) years? YES / NO If "YES" identify the public agencies.

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8. NON-COMPLETION: Has Bidder failed to complete a contract in the last five (5) years? YES / NO If "YES" identify the project(s).

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**BIDDER'S RESPONSIBILITY INFORMATION FORM**

**PAGE 3 OF 5**

9. COMPLETION BY SURETY: Has Bidder ever defaulted on a contract forcing a surety to suffer a loss? YES / NO If "YES" identify the project(s).

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10. SUSPENSION, DISMISSAL, DEFAULT: Has Bidder been suspended, dismissed or declared in default from a project during the last five (5) years? YES / NO If "YES" identify the project(s) and the type of action taken against Bidder.

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11. BONDABILITY REQUIREMENT: For the project described under this ITB, Bidder shall obtain payment bond and performance bond issued by a surety which is authorized to transact surety business in the State of Oregon and which has an A.M. Best "A" or better rating. YES / NO If "YES" identify name of surety, contact name, address, phone number, & email address.

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12. LIENS AND SURETY CLAIMS: Have there been any liens or surety claims against Bidder's company on any contracts which have been performed or are in the course of being performed? YES / NO If "YES" identify the project and explain the nature of the claims.

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13. REVOKED LICENSE: Has Bidder's company or any key person in the company, had a license revoked by the Oregon Construction Contractors Board? YES / NO If "YES" explain the underlying reason for the revocation of the license.

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**BIDDER'S RESPONSIBILITY INFORMATION FORM**

**PAGE 4 OF 5**

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

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

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

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17. CITATIONS OR ENFORCEMENT ACTIONS. Within the last five years, has the Bidder been cited or subject to any enforcement action for violation of any applicable law or regulations related to its performance of a prior construction contract? For the purposes of this section, "applicable law or regulations" includes without limitation, any building, zoning, environmental, site development, or Oregon Public Contracting Code regulations with which a prior project was required to comply, including non-discrimination regulations and prevailing wage requirements. YES / NO If so, please state the date, nature, and final resolution of every such citation or enforcement action."

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

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**BIDDER'S RESPONSIBILITY INFORMATION FORM  
PAGE 5 OF 5**

**BIDDER REFERENCES FOR COMPARABLE PROJECTS IN SIZE AND SCOPE**

Bidder shall provide a list of three different project references with their Bid that can be contacted regarding the quality of workmanship and service that the Bidder provided on projects of comparable size and scope within the past 5 years. Bidder must provide all information requested below and may use either the form provided in this section or their own form. PLEASE NOTE: If a different form is used, it must still include ALL information required below, including a project description. **If Bidder has contracted with the District in the past five (5) years, Bidder must include Bidder's most recent project with the District as one of its references.**

|                              |      |
|------------------------------|------|
| <b>Project Reference #1</b>  |      |
| Name and Dates of Project:   |      |
| Project Location:            |      |
| Project Description:         |      |
| Contact Person #1 Name:      |      |
| Contact Person #1 Firm Name: |      |
| Contact Person #1 Phone:     | Fax: |
| Contact Person #2 Name:      |      |
| Contact Person #2 Firm Name: |      |
| Contact Person #2 Phone:     | Fax: |
|                              |      |
| <b>Project Reference #2</b>  |      |
| Name and Dates of Project:   |      |
| Project Location:            |      |
| Project Description:         |      |
| Contact Person #1 Name:      |      |
| Contact Person #1 Firm Name: |      |
| Contact Person #1 Phone:     | Fax: |
| Contact Person #2 Name:      |      |
| Contact Person #2 Firm Name: |      |
| Contact Person #2 Phone:     | Fax: |
|                              |      |
| <b>Project Reference #3</b>  |      |
| Name and Dates of Project:   |      |
| Project Location:            |      |
| Project Description:         |      |
| Contact Person #1 Name:      |      |
| Contact Person #1 Firm Name: |      |
| Contact Person #1 Phone:     | Fax: |
| Contact Person #2 Name:      |      |
| Contact Person #2 Firm Name: |      |
| Contact Person #2 Phone:     | Fax: |

Failure to submit the above-required information to the satisfaction of the District may render the Bid non-responsive.

## **SECTION 00 52 13 AGREEMENT FORM**

### 1.01 FORM OF AGREEMENT

- A. The Contract between the Owner and the selected contractor for the Work of this project, will be executed on the Portland Public Schools, School District 1J, Multnomah County, Oregon Large Construction Contract.
- B. A sample copy of the Contract is attached as Attachment A.



SECTION 00 61 13 FORM OF PERFORMANCE BOND

PORTLAND PUBLIC SCHOOLS, SCHOOL DISTRICT #1J,
MULTNOMAH COUNTY, OREGON

Bond No. \_\_\_\_\_ Bond Value: \$ \_\_\_\_\_ Invitation to Bid No. \_\_\_\_\_

Table with 3 columns: Principal, Surety, Oblige. Rows include Address and Phone information for each party.

Agreement: Principal has entered into a contract ("Contract") with Oblige for the following Project: \_\_\_\_\_

We, \_\_\_\_\_ as Principal, and the above identified Surety, authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto the Oblige the sum of (Total Penal Sum of Bond) \$ \_\_\_\_\_.

and

WHEREAS, the Principal has entered into a contract with the Oblige, the plans, specifications, terms and conditions of which are contained in the above-referenced Solicitation;

WHEREAS, the terms and conditions of the contract, together with applicable plans, standard specifications, special provisions, schedule of performance, and schedule of contract prices, are made a part of this Performance Bond by reference, whether or not attached to the contract (all hereafter called "Contract"); and

WHEREAS, the Principal has agreed to perform the Contract in accordance with the terms, conditions, requirements, plans and specifications, and all authorized modifications of the Contract which increase the amount of the work, the amount of the Contract, or constitute an authorized extension of the time for performance, notice of any such modifications hereby being waived by the Surety:

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things undertaken by Contractor to be performed under the Contract, including without limitation warranty and maintenance work required under the Contract, upon the terms set forth therein, and within the time prescribed therein, or as extended as provided in the Contract, with or without notice to the Sureties, and shall indemnify and save harmless the Oblige, its officers, employees and agents, against any direct or indirect damages or claim of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by the Principal or its subcontractors, and shall in all respects perform said contract according to law, then this obligation is to be void; otherwise, it shall remain in full force and effect.

Nonpayment of the bond premium will not invalidate this bond nor shall the Oblige be obligated for the payment of any premiums.

This bond is given and received under authority of ORS Chapter 279C, the provisions of which hereby are incorporated into this bond and made a part hereof.

IN WITNESS WHEREOF, WE HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED AND SEALED BY OUR DULY AUTHORIZED LEGAL REPRESENTATIVES.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

PRINCIPAL: \_\_\_\_\_

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

Signature

Official Capacity

Attest: \_\_\_\_\_

Corporation Secretary

SURETY: \_\_\_\_\_

BY ATTORNEY-IN-FACT: \_\_\_\_\_

[Power-of-Attorney must accompany each surety bond]

Name

Signature

Address

City

State

Zip

Phone

Fax





**SECTION 00 61 14 FORM OF LABOR AND MATERIAL PAYMENT BOND**

**PORTLAND PUBLIC SCHOOLS, SCHOOL DISTRICT NO. 1J  
MULTNOMAH COUNTY, OREGON**

**Bond No.** \_\_\_\_\_ **Bond Value: \$** \_\_\_\_\_ **Invitation to Bid No.** \_\_\_\_\_

|                  |                |  |
|------------------|----------------|--|
| Principal: _____ | Surety: _____  | Obligee: Portland Public Schools,<br>School District No. 1J,<br>Multnomah County, Oregon |
| Address: _____   | Address: _____ | Address 501 North Dixon Street<br>Portland, Oregon 97227                                 |
| Phone: _____     | Phone: _____   | Phone (503) 916-3795   |

**Agreement: Principal has entered into a contract ("Contract") with Obligee for the following Project:** \_\_\_\_\_

We, \_\_\_\_\_ as Principal, and the above identified Surety, authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto the Obligee the sum of (Total Penal Sum of Bond) \$ \_\_\_\_\_.

and

WHEREAS, the Principal has entered into a contract with the Obligee, the plans, specifications, terms and conditions of which are contained in above-referenced Solicitation;

WHEREAS, the terms and conditions of the contract, together with applicable plans, standard specifications, special provisions, schedule of performance, and schedule of contract prices, are made a part of this Payment Bond by reference, whether or not attached to the contract (all hereafter called "Contract"); and

WHEREAS, the Principal has agreed to perform the Contract in accordance with the terms, conditions, requirements, plans and specifications, and schedule of contract prices which are set forth in the Contract and any attachments, and all authorized modifications of the Contract which increase the amount of the work, or the cost of the Contract, or constitute authorized extensions of time for performance of the Contract, notice of any such modifications hereby being waived by the Surety:

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things by it undertaken to be performed under said Contract and any duly authorized modifications that are made, upon the terms set forth therein, and within the time prescribed therein, or as extended therein as provided in the Contract, with or without notice to the Sureties, and shall indemnify and save harmless the Obligee, its officers, employees and agents, against any claim for direct or indirect damages of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by the Contractor or its subcontractors, and shall promptly pay all persons supplying labor, materials or both to the Principal or its subcontractors for prosecution of the work provided in the Contract; and shall promptly pay all contributions due the State Industrial Accident Fund and the State Unemployment Compensation Fund from the Principal or its subcontractors in connection with the performance of the Contract; and shall pay over to the Oregon Department of Revenue all sums required to be deducted and retained from the wages of employees of the Principal and its subcontractors pursuant to ORS 316.167, and shall permit no lien nor claim to be filed or prosecuted against the Obligee on account of any labor or materials furnished; and shall do all things required of the Principal by the laws of the State of Oregon, then this obligation shall be void; otherwise, it shall remain in full force and effect.

Nonpayment of the bond premium will not invalidate this bond nor shall the Obligee be obligated for the payment of any premiums.

This bond is given and received under authority of ORS Chapter 279C, the provisions of which hereby are incorporated into this bond and made a part hereof. For the purposes of this bond, a claimant is any person who has a right of action against the bond under ORS 279C.600. A claimant's right of action on this bond and limitations on the institution of an action shall be governed by ORS 279C.380.

IN WITNESS WHEREOF, WE HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED AND SEALED BY OUR DULY AUTHORIZED LEGAL REPRESENTATIVES:

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

PRINCIPAL: \_\_\_\_\_

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

Signature

Official Capacity

Attest: \_\_\_\_\_

Corporation Secretary

SURETY: \_\_\_\_\_

BY ATTORNEY-IN-FACT:  
*[Power-of-Attorney must accompany each surety bond]*

Name

Signature

Address

City

State

Zip

Phone

Fax

## **SECTION 00 72 13 GENERAL CONDITIONS**

### **1.01 GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION**

A. The General Conditions are included in Attachment A.