

CITY OF CULVER INVITATION TO BID

Bids are being received for a pavement grind and repave project on three local city streets in Culver. The project will include grinding the existing pavement, repaving the surfaces, and restoring the pavement edges. The work will be required to meet the adopted Culver Public Works Standards which is available on the City of Culver Website. [Culver Public Works Standards](#)

DATE & TIME BID PROPOSALS ARE DUE:

March 14, 2024, 2:00 p.m. Local Time

“The City of Culver is an equal opportunity provider and employer”

SUBMIT BID TO:

City of Culver

PO Box 368

Culver, OR 97734

Attn: Donna McCormack

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**CITY OF CULVER
INVITATION TO BID**

Sealed bids for the Culver Local Street Repave Project will be received until 2:00 P.M. PST on the 14th day of March 2024, at Culver City Hall, 200 First Avenue, Culver, Oregon.

The project will include grinding the existing pavement, repaving the surfaces, and restoring pavement edges. The work will be required to meet Culver Public Works Standards. Each proposal must be submitted in a sealed envelope addressed as follows:

Donna McCormack
City of Culver
City Hall
PO Box 368
Culver, Oregon 97734

The envelope shall be clearly marked:

Bid Proposal for Culver Street Repaving Project

Bids will be publicly opened at 2:00 P.M. PST on March 14, 2024, and the apparent low bidder will be determined. It is anticipated that the City of Culver Council will approve the intent to award the contract at the Council meeting on the 18th day of March 2024. The start date for this project shall be no sooner than the 1st day of April, 2024 with a completion date of no later than the 2nd day of August, 2024.

The work contemplated generally consists of grinding the existing pavement, repaving the surfaces, and restoring pavement edges as described in the Culver Public Works Standards. The selected contractor will be required to enter into a construction contract with the City of Culver.

GENERAL

The scope of work for the project is generally grinding the existing pavement, repaving the surfaces, and restoring pavement edges on three local streets.

BID SUBMITTAL CHECK LIST

Bidders, please review your bid proposal packet before submitting. Have you included the following required forms?

- ☐ Bidder Responsibility Form (unless current form on file with City) **Section 5 (All Parts)**
- ☐ Include in bid packet a filled in “Bid schedule” – **Section 6**
- ☐ Include a completed and signed “Certification Form” - **Section 7**
- ☐ First Tier Sub-Contractor Disclosure Form (*may be included with Bid packet or submitted separately within two working hours after the advertised bid closing time as specified in the solicitation*). - **Section 8**
- ☐ Non-Collusion Affidavit - **Section 9**
- ☐ Drug Testing Policy - **Section 10**
- ☐ Bid Bond - **Section 11**

SECTION 1 – INTRODUCTION

1.1 GENERAL INFORMATION

The scope of work for the project is generally to grind the existing pavement, repaving the surfaces and restoring pavement edges.

1.2 PROCUREMENT TIMELINE

The City reserves the right to modify this schedule at the City’s discretion. Proper notification of changes will be made to all interested parties.

<u>Event</u>	<u>Completion Date & Time</u>
Advertisement and Release of Solicitation	February 14, 2024
Deadline for ITB Questions or Protests or Requests for Changes	March 6, 2024; 5:00 p.m.
Deadline for Submission of Bids	March 14, 2024; 2:00 p.m.
Intent to Award of Contract (City Council)	March 18, 2024; 6:30 p.m.
Start Date (Notice to Proceed)	April 1, 2024; 8:00 a.m.

SECTION 2 - SCOPE OF WORK/SPECIFICATIONS

SCOPE OF WORK

The project will include grinding the existing pavement, repaving the surfaces, and restoring pavement edges on multiple city streets. The streets are identified as:

- Grind and repave Metolius Street (1,354' long by 24' wide) between Meadowview Drive and Center Ridge Drive. Maintain the base with crowning for a 2% slope.
- Grind and repave Geneva Street (700' long by 24' wide) between Meadowview Drive and Ridgeview Dr. Maintain the base with crowning for a 2% slope.
- Grind and repave Opal Springs Street (432' long by 24' wide) between Meadowview Drive and Ridgeview Drive. Maintain the base with crowning for a 2% slope.
- Provide and place gravel along both sides of the streets to protect the pavement.

All work and materials must comply with the adopted City of Culver Public Works Standards & Specifications except as superseded in the following special conditions. Copies of the Standards & Specifications are available at Culver City Hall. The Standards & Specifications are also available on the City of Culver website www.cityofculver.net.

Special Conditions:

Conditions:

- Material removed from street grinding will be transported to a location specified by the Public Works Director. The site will be within the Culver city limits.

The Engineer's estimate for this project is \$245,000.00. (Two hundred forty-five thousand dollars and no cents.)

PUBLISHED: Central Oregon Builders Exchange

DATE: February 14, 2024

2.1 SCOPE OF WORK

The work contemplated generally consists of furnishing all labor, equipment, supplies and materials to complete the Culver Local Street Repave Project as described in the scope of work section above.

Points of Clarification:

All work and materials must comply with the adopted City of Culver Standards and Specifications. Copies of the Standard and Specifications are available at the City of Culver City Hall, 200 First Avenue, Culver OR 97734. The Standard and Specifications are also available on the City of Culver website www.cityofculver.net.

The City of Culver reserves the right to increase or decrease quantities without limit or to omit portions of the work without invalidating said bidder or re-negotiating the unit bid price.

2.2 SCHEDULE OF WORK

The City expects the proposer selected for award of contract to start work as soon as a contract is signed and be completed by August 1, 2024.

SECTION 3 – GENERAL INSTRUCTIONS TO BIDDERS

3.1 BID SUBMISSION REQUIREMENTS AND OPENING

A. Submit a minimum of one original bid document. **Bids must be signed and submitted no later than 2:00 P.M. on March 14, 2024** to the address below. The submission and signing of a bid shall indicate the intention of the contractor to adhere to the provisions described in this Invitation to Bid (ITB).

B. Bid must be submitted in a sealed envelope and designated with bid title. The name and address of the bidder should appear on the outside of the envelope. The outside lower left-hand corner of the envelope should have the bid title and bid opening date and time.

C. Responses shall be addressed and submitted as follows:

All responses to this request that are mailed through the United States Postal Service shall be addressed to:

Donna McCormack
Contract Administrator
PO Box 368
Culver, OR 97734 .

Hand-delivered responses, or responses not sent through the USPS, shall be delivered to:
City of Culver City Hall
200 First Avenue
Culver, OR 97734

D. A complete bid packet submittal shall contain the following

- Completed Bidders Responsibility Form- **Section 5 (All Parts)**
- Completed Bid Schedule- **Section 6**
- Signed and Dated Certification Form- **Section 7**
- Completed First Tier Sub-Contractors Disclosure Form- **Section 8**
- Completed Non-Collusion Affidavit- **Section 9**
- Completed Drug Testing Form- **Section 10**
- Completed Bid Bond Form – **Section 11**

E. It is the bidder's responsibility to ensure that bids are received on or before the stated closing time. Bids received after the designated time and date will be returned unopened. **Facsimile bids shall not be accepted.** Bid opening shall take place at address listed above in the City Hall Council Chambers

3.2 EXECUTION OF BID

Bids must be typewritten or prepared in ink. Bids shall be submitted on the "Bid Schedule" furnished by the City and must be signed in ink by an authorized representative of the bidder.

3.2.1 Bid Security Requirements

Each Offer shall be accompanied by a cashier's check, irrevocable letter of credit (Bank), Certificate of Deposit, (NOTE: CD cannot be released by anyone other than the City of Culver), or a Bid Bond, payable to the City of Culver, in an amount equal to (5%) five percent of the total amount of the bid as guarantee that if awarded the Contract, the bidder will execute the Contract and give a performance bond and payment bond as required.

The successful bidders security will be retained until he has executed a satisfactory contract and furnished a (100%) one hundred percent performance bond, and (100%) one hundred percent payment bond, and provide the required proof of insurance.

Bid Security shall be furnished to the City of Culver as security against the failure of the undersigned to comply with all requirements within the time frames established subsequent to notification of award.

The Owner reserves the right to hold the bid security of the lowest three bidders until the successful bidder has executed a Contract and furnished a 100% percent performance bond and a 100% payment bond.

Should the successful bidder decline to execute a written contract and furnish satisfactory bonds after his bid has been accepted, the bid security shall be forfeited as liquidated damages.

3.3 CONFORMANCE TO BID SPECIFICATIONS AND REQUIREMENTS

Bids must conform to the specifications and requirements of the Invitation to bid, which are hereby made a part of this contract.

3.4 SILENCE OF SPECIFICATIONS

The apparent silence of the ITB specifications as to any detail, or the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only materials and workmanship of first quality are to be used.

3.5 INTERPRETATIONS AND ADDENDA

All questions regarding this project solicitation shall be directed to Donna McCormack, in writing or e-mail to cityhall@cityofculver.net. If necessary, interpretations or clarifications in response to such questions will be made by issuance of an addendum to all prospective Bidders within a reasonable time prior to proposal closing, but in no case less than 72 hours before the proposal closing. If an addendum is necessary after that time, the City will extend the closing date.

Any new Addendum can be obtained at Culver City Hall and the following Plan Centers.
Premier Builders Exchange at email admin@plansonfile.com and (541) 389-0123 facsimile (541) 389-1549.

Bidders are responsible for checking regularly until closing to avoid missing any Solicitation Amendments. Bidders shall visit the websites to receive any addenda issued for this specific solicitation document.

Any addendum issued because of any change in the ITB must be acknowledged on the “Certification Form” and submitted with bid.

Only questions answered by formal written addenda are binding. Oral and other interpretations or clarifications are without legal effect.

3.6 PROTESTS

Address any protests to:

City of Culver
Donna McCormack
200 First Avenue
Culver, OR 97734

Mark the outside of the envelope with the following information:

Request for Change or Protest with name of solicitation and the closing date

3.6.1 Specification/Term Protest

Ambiguities or problems with this ITB, its contract terms or specifications may be resolved by asking questions, seeking clarification, requesting changes or by filing a formal protest. Information provided below describes the appropriate process to pursue these options, should the need arise.

3.6.2 ITB Protest or Request for Change of Specifications or Terms

A bidder who believes any specifications or terms detailed in this ITB (including its Addenda, if any) are unnecessarily restrictive or limit competition may submit a protest or request for change, in writing, to the Procurement/Contract Administrator. A request for change regarding the terms of this ITB may be submitted via facsimile. Any protest or request for change regarding the terms of this ITB shall include the reasons for the protest or request and shall detail any proposed changes to the specifications or terms. The Procurement/Contract Administrator shall respond to any protest or request for change and, where appropriate, shall issue any revisions, substitutions, or clarification via addenda to all interested Bidders. To be considered, protests or requests for change regarding the terms of this ITB must be received by **2:00 PM on February 28, 2024**. If a timely protest or request for change regarding the terms of this ITB is received, the bid opening date may be extended if necessary to allow consideration of the protest or request for change and issuance of any necessary addenda to the solicitation documents.

3.6.3 Notice of Intent to Award

City shall notify contract bidders or proposers by e-mail or fax of City’s notice of intent to award a contract (hereafter “Notification of Intent”). The Notification of Intent shall serve as notice to all bidders or proposers of the City’s final decision to award contract.

3.6.4 Intent to Award Protest

Adversely affected or aggrieved Bidders shall have seven (7) calendar days from the date of the Notice of Intent-to-Award which to file a written protest. Protests submitted after that date shall not be accepted. Protests shall specify the grounds upon which the protest is based. (Refer to ORS

279B.410.) Failure to so protest shall be considered the Bidder's failure to pursue an administrative remedy made available to the Bidder by the City. City intends to respond in writing to properly filed intent-to-award protests submitted by adversely affected or aggrieved Bidders. Any response provided by City, however, is not intended to, and may not in and of itself constitute, confirmation that the Bidder is in fact adversely affected or aggrieved and therefore entitled to protest intent to award. After expiration of the seven (7) calendar-day intent-to-award protest period and resolution of all protests, City intends to proceed with the final award.

3.7 COST OF PREPARING A BID

The City shall not pay any costs incurred by Bidder in the submission or presentation of a bid, or in making the necessary studies for the preparation thereof.

3.8 BID VALIDITY PERIOD

All bids received shall be valid and irrevocable for a period of sixty (60) days from the date of opening.

3.9 RESIDENT BIDDER

A 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 and has a business address in this state as defined in ORS 279A.120(1).

As a public contracting agency, the City shall prefer goods or services that have been manufactured or produced in this state if price, fitness, availability and quality are otherwise equal.

3.10 PREVAILING RATE OF WAGES

Contractor shall comply fully with the provisions of ORS 279C.800 through 279C.870 for the installation portion of this project. Documents establishing these conditions, as determined by the Commissioner of the Bureau of Labor and Industries (BOLI) are identified below. Contractor shall pay workers at not less than the specified minimum hourly rate of wage, and shall include that requirement in all subcontracts.

Each worker in each trade or occupation employed in the installation performance of the Contract, either by the Contractor, subcontractor or other person doing or contracting to do or contracting for the installation part of the work on the Contract, must be paid no less than the applicable state prevailing rate of wage, or the applicable federal prevailing rate of wage whichever is higher.

The state prevailing wage rates to be paid under the state prevailing wage rate law are set out in the BOLI Publication entitled "Prevailing Wage Rates for Public Works Contracts in Oregon" (Region 10) dated January 5, 2024. The state prevailing wage rate publication is available at http://www.oregon.gov/boli/WHD/PWR/Pages/July_1,_2021_Index.aspx. BOLI staff is available to assist in determining the applicable wage rates by calling (971) 673-0839. There are no federal funds associated with this project.

3.11 BONDS

There will be Bid, Performance and Payment Bonds required on this project.

3.12 NON-COLLUSION

Bidder certifies that this bid has been arrived at independently and has been submitted without collusion designed to limit independent bidding or competition.

3.13 PUBLIC RECORD

If it is necessary to submit trade secrets or other confidential information in order to comply with the terms and conditions of this ITB, Bidders shall label any information that it wishes to protect from disclosure to third parties as a trade secret under ORS 192.501(2) with the following: **"This material constitutes a trade secret under ORS 192.501(2) and is not to be disclosed except as required by law."** Each page containing the trade secret or other confidential information must be so marked.

The City shall take reasonable measures to hold in confidence all such labeled information but shall not be liable for release of any information when required by law or court order to do so, whether pursuant to the Oregon Public Records Law or otherwise and shall also be immune from liability for disclosure or release of information under the circumstances set out in ORS 646.473(3).

In submitting a bid, each bidder agrees that the city may; (a) reveal any trade secret or other confidential materials contained in the bid to city staff and to any outside consultant or third party who is hired by the city and (b) post the bid on the city's intranet for purposes related to its evaluation. Furthermore, each bidder agrees to indemnify and hold harmless the city and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material that the bidder has designated as a trade secret and/or as confidential information. Any bidder that designates its entire proposal as a trade secret may be disqualified.

3.14 FEDERAL TAX ID REQUIRED

A Contractor awarded a contract shall complete an IRS Form W-9 for the City and provide the City with either the Contractor's Social Security Number or federal taxpayer ID number. Social Security numbers provided pursuant to this requirement will be used for the administration of state, federal and local tax laws.

3.15 PRICE TO INCLUDE COST OF DELIVERY

Unless otherwise stated, the bid price for each item shall include the cost of delivery of the item(s) and shall be FOB destination to any City facility.

3.16 ERRORS IN BIDS

When an error(s) is made in extending total prices, the unit bid price will govern. Bidders are cautioned to recheck their bid for possible error(s). Error(s) discovered after opening cannot be corrected and the contractor will be required to perform if their bid is accepted.

3.17 REJECTION OF BIDS

The City reserves the right to reject any bid not in substantial compliance with the bid documents, or all prescribed public bidding procedures and requirements and may reject for good cause any or all bids upon a finding of the City that it is in the public interest to do so. Bids that contain unit prices that are obviously unbalanced shall be considered irregular and may be rejected if rejection is in the best interest of the City.

3.18 QUALITY

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new (unless otherwise specified), the latest model, of the best quality and highest grade workmanship.

3.19 PREFERENCE FOR RECYCLED MATERIALS AND SUPPLIES

As required by ORS 279A.125, the City shall give preference to materials and supplies manufactured from recycled materials if, the recycled product is available, it meets the requirements sets forth in the Specifications and Additional Contract Terms, the product can be substituted for a comparable non-recycled product and the cost of the product does not exceed the cost of non-recycled products by more than five (5) percent.

3.20 FORM OF CONTRACT

The City will issue a Construction Contract which will incorporate the terms and conditions from this bid document, as well as from the successful bidder's response. **Bidders taking exception to any of the contract terms shall submit a request for change or their exceptions will be deemed waived.**

3.21 INSURANCE REQUIREMENTS

Refer to Section G in the attached Construction Contract for the insurance requirements that will apply to this project. **Bid, Performance and Payment Bonds will be required for this project.**

3.22 AVAILABILITY OF FUNDS

City has sufficient funds currently available and authorized for expenditure to finance costs of this Contract within City's current fiscal period; provided, however, that continuation or extension of the Contract after the end of the fiscal period in which this Contract is written is contingent upon a new appropriation for each succeeding fiscal period. If sufficient funds are not provided in future City Council-approved budgets of City (or from applicable federal, state, or other sources) to permit City in the exercise of its reasonable administrative discretion to continue this Contract, or if City abolishes the program for which benefit this Contract was executed, City may terminate this Contract without further liability by giving Contractor not less than 30 days' notice. In determining the availability of funds, City may use the annual budget adopted for it by its City Council.

3.23 NONDISCRIMINATION

The successful contractor agrees that, in performing the work called for by this solicitation and in securing and supplying materials, contractor shall comply with all federal, state and local civil rights and rehabilitation laws prohibiting discrimination because of race, sex, national origin, religion, age or disability, and shall comply with all applicable provisions of ORS 279C.500 through 279C.565.

3.24 COMMITMENT TO SUSTAINABILITY

In an effort to promote greater use of recycled and environmentally preferable products and to minimize waste, the City encourages all bids submitted in hard copy be prepared simply and economically. The use of special bindings, unnecessary colored displays and irrelevant promotional materials is neither required nor desired. Double-sided printing on recycled paper and/or the use of reusable products is preferred.

3.25 INVOICING

Invoices shall be sent to City of Culver, PO Box 368, Culver OR 97734.

3.26 CONTRACT ADMINISTRATOR

The Contract Administrator will be Donna McCormack, who can be reached by phone at 541-546-6494, or by email at cityhall@cityofculver.net.

3.27 RESERVATIONS OF RIGHTS

City reserves all rights regarding the ITB, including, without limitation, the right to:

- Amend, delay or cancel the ITB without liability if City finds it is in the best interest of the City to do so (see generally ORS 279B.100);
- Obtain clarification of any point in bid proposal or obtain additional information necessary to properly evaluate a particular bid;
- Reject any or all bid proposals received upon finding that it is in the best interest of the City to do so (see generally ORS 279B.100);
- Waive any minor informality or non-conformance with the provisions or procedures of the ITB, and seek clarification of any bid proposal, if required;
- Reject any bid proposal that fails substantially to comply with all prescribed ITB procedures and requirements;

SECTION 4 - BID EVALUATION AND AWARD

4.1 AWARD EVALUATION CRITERIA

Award will be to the lowest responsive, responsible bidder(s) that meets all the bid requirements and specifications. Offers will be evaluated to identify the lowest responsive Offer submitted by a responsible bidder and not otherwise disqualified. Adjustments made to account for reciprocal preferences will be for bid evaluation purposes only. No such adjustments shall operate to amend Bidder's Offer or any Contract awarded pursuant thereto.

“Within two working hours after the date and time of the deadline when the bids are due to the public contracting agency for a public improvement contract, a bidder shall submit to the public contracting agency a disclosure of the first-tier subcontractors that:

(A) Will be furnishing labor or will be furnishing labor and materials in connection with the public improvement contract; and

(B) 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 bid.”

RESPONSIVENESS

To be considered responsive, the Bidder must substantially comply in all material respects with applicable solicitation procedures and requirements and the solicitation documents. In making such evaluation, City of Culver may waive minor informalities and irregularities.

RESPONSIBILITY

Prior to award of a Contract, City of Culver will evaluate whether the apparent successful Bidder meets the applicable standards of responsibility identified in OAR 137-049-0390. In doing so, City of Culver may investigate Bidders and request information in addition to that already required in the ITB, when City of Culver, in its sole discretion, considers it necessary.

4.2 NOTICE OF INTENT TO AWARD

The notice of Intent to award shall be posted on the Central Oregon Builder's Exchange.

4.3 TERM OF CONTRACT

The contract as a result of this procurement process is a one-time purchase.

SECTION 5 - PART I

BIDDER RESPONSIBILITY FORM (CONTRACTOR'S QUALIFICATIONS AND FINANCIAL INFORMATION)

INSTRUCTIONS

1. The information provided in this form is part of the City's inquiry concerning bidder responsibility. Please print clearly or type. If you need more space, use plain paper.
2. Answer all questions. Submission of a form with unanswered questions, incomplete or illegible answers may result in a finding that you are not a responsible bidder.
3. Submit completed bidder responsibility form with bid proposal.

SECTION I – GENERAL INFORMATION

1. BIDDER'S NAME AND ADDRESS:	2. TELEPHONE, FAX AND EMAIL: (a) TELEPHONE: (b) FAX: (c) EMAIL:
3. TAXPAYER ID NUMBER:	4. DATE AND STATE ORGANIZATION FORMED:
5. CONTRACTORS CONSTRUCTION BOARD LICENSE NO.:	6. TRADE STYLE NAME:
7. KIND OF PRODUCT OR SERVICE PROVIDED:	
8. FORMER BUSINESS NAME(S):	9. KIND OF BUSINESS (check one): (a) <input type="checkbox"/> MANUFACTURER (b) <input type="checkbox"/> CONTRACTOR (c) <input type="checkbox"/> WHOLESALE (d) <input type="checkbox"/> RETAILER (e) <input type="checkbox"/> OTHER (Specify)
10. PARENT COMPANY NAME AND ADDRESS (If applicable):	12. BUSINESS ORGANIZATION (check one) (a) <input type="checkbox"/> CORPORATION (b) <input type="checkbox"/> LIMITED LIABILITY COMPANY (c) <input type="checkbox"/> PARTNERSHIP (d) <input type="checkbox"/> SOLE PROPRIETORSHIP (e) <input type="checkbox"/> JOINT VENTURE (f) <input type="checkbox"/> OTHER (Specify)

ITB –CULVER LOCAL STREETS PROJECT

PART II – CONSTRUCTION/SERVICE CONTRACTS INFORMATION

(Public Buildings Construction/Service and Infrastructure Construction Contracts Only)

**LARGEST JOBS YOU HAVE COMPLETED IN THE LAST FIVE YEARS AS THE PRIME
CONTRACTOR**

ITEM	13. JOB 1			14. JOB 2		
A. Name of Project						
B. Location						
C. Contact's Name						
D. Supervisor Name						
E. Address	STREET ADDRESS			STREET ADDRESS		
	CITY	STATE	ZIP CODE	CITY	STATE	ZIP CODE
F. Telephone						
G Type of Work						
H. Contract Amt. (\$)						
I. Amount Sublet(\$)						
J. Type of Contract:	<input type="checkbox"/> Itemized Bid or <input type="checkbox"/> Lump Sum			<input type="checkbox"/> Itemized Bid or <input type="checkbox"/> Lump Sum		
K. Estimated Completion Date						
ITEM	15. JOB 3			16. JOB 4		
A. Name of Project						
B. Location						
C. Contact's Name						
D. Supervisor Name						
E. Address	STREET ADDRESS			STREET ADDRESS		
	CITY	STATE	ZIP CODE	CITY	STATE	ZIP CODE
F. Telephone						
G. Type of Work						
H. Contract Amt. (\$)						
I. Amount Sublet(\$)						
J. Type of Contract:	<input type="checkbox"/> Itemized Bid or <input type="checkbox"/> Lump Sum			<input type="checkbox"/> Itemized Bid or <input type="checkbox"/> Lump Sum		
K. Estimated Completion Date						

ITB –CULVER LOCAL STREETS PROJECT

LARGEST JOBS YOU HAVE COMPLETED IN THE LAST FIVE YEARS AS A SUBCONTRACTOR

ITEM	19. JOB 1	20. JOB 2
A. Name of Project		
B. Location		
C. Contact's Name		
D. Supervisor Name		
E. Address	STREET ADDRESS	STREET ADDRESS
	CITY STATE ZIP CODE	CITY STATE ZIP CODE
F. Telephone		
G. Type of Work		
H. Contract Amt. (\$)		
I. Amount Sublet(\$)		
J. Type of Contract:	<input type="checkbox"/> Itemized Bid or <input type="checkbox"/> Lump Sum	<input type="checkbox"/> Itemized Bid or <input type="checkbox"/> Lump Sum
K. Estimated Completion Date		
ITEM	21. JOB 3	22. JOB 4
A. Name of Project		
B. Location		
C. Contact's Name		
D. Supervisor Name		
E. Address	STREET ADDRESS	STREET ADDRESS
	CITY STATE ZIP CODE	CITY STATE ZIP CODE
F. Telephone		
G. Type of Work		
H. Contract Amt. (\$)		
I. Amount Sublet(\$)		
J. Type of Contract:	<input type="checkbox"/> Itemized Bid or <input type="checkbox"/> Lump Sum	<input type="checkbox"/> Itemized Bid or <input type="checkbox"/> Lump Sum
K. Estimated Completion Date		

SECTION III - EXPERIENCE AND QUALIFICATIONS

25. Is your company a resident Oregon bidder as defined by ORS 279A.120? ☐ Yes. ☐ No.

Note: "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."

26. Your company shall agree to and comply with applicable prevailing rate of wage provisions of ORS 279C.838, ORS 279C.840 – 279C.870 for any completed public works project. ☐ Yes. ☐ No.

ITB –CULVER LOCAL STREETS PROJECT

LIST COMPANIES FROM WHOM YOU OBTAIN SURETY BONDS

ITEM	27. SURETY COMPANY 1			28. SURETY COMPANY 2		
A. Company Name						
B. Contact's Name						
C. Telephone	AREA CODE	NUMBER	EXT.	AREA CODE	NUMBER	EXT.
D. Fax	AREA CODE	NUMBER		AREA CODE	NUMBER	
E. Address	STREET ADDRESS			STREET ADDRESS		
	CITY	STATE	ZIP CODE	CITY	STATE	ZIP CODE
33. PRESENT AMOUNT OF BONDING COVERAGE (\$)	34. HAS YOUR APPLICATION FOR SURETY BOND EVER BEEN DECLINED <i>(If Yes, please provide detailed information in Remarks)</i> <input type="checkbox"/> YES <input type="checkbox"/> NO			35. DURING THE PAST 2 YEARS, HAVE YOU BEEN CHARGED WITH A FAILURE TO MEET THE CLAIMS OF YOUR SUBCONTRACTORS OR SUPPLIERS <i>(If Yes, please provide detailed information in Remarks)</i> <input type="checkbox"/> YES <input type="checkbox"/> NO		

SECTION IV – RELIABILITY AND REFERENCES

29. List six references, three of whom are project owners and three of whom are subcontractors. Provide the name of each reference, the reference's telephone number and the name of reference's business or employer. References may be contacted to discuss submitting contractor's qualifications.

ITEM	30. Reference – Project Owner			31. Reference – Project Owner		
A. Name						
B. Business or Employer						
C. Telephone	AREA CODE	NUMBER	EXT.	AREA CODE	NUMBER	EXT.
ITEM	32. Reference – Project Owner			33. Reference – Subcontractor		
A. Name						
B. Business or Employer						
C. Telephone	AREA CODE	NUMBER	EXT.	AREA CODE	NUMBER	EXT.
ITEM	34. Reference – Subcontractor			35. Reference – Subcontractor		
A. Name						
B. Business or Employer						
C. Telephone						

36. Has your company ever been declared in breach of any contract for unperformed or defective work?

☐ Yes. ☐ No.

If "yes," explain. _____

37. Has any employee or agent of your company ever been convicted of a criminal offense arising out of obtaining, attempting to obtain, or performing a public or private contract or subcontract? ☐ Yes. ☐ No.

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If “yes,” explain. _____

38. Has any employee or agent of your company been convicted under state or federal law of embezzlement, theft, forgery, bribery, falsification, or destruction of records, receiving stolen property or any other offense indicating a lack of business integrity or business honesty? ☐ Yes. ☐ No.

If “yes,” explain. _____

39. Has your company or any employee or agent of your company been convicted under state or federal antitrust laws? ☐ Yes. ☐ No.

If “yes,” explain. _____

40. Has any Officer or Partner of your organization ever been an Officer or Partner of another Organization that failed to complete a construction contract? ☐ Yes. ☐ No.

If “yes,” explain. _____

SECTION V – FINANCIAL RESOURCES

41. Indicate the total amount of work, expressed in dollars, your company reasonably believes it is capable of bonding at any one time: \$ _____. What portion of this amount remains available at time of completion of this form? \$ _____.

42. Has your firm ever been at any time in the last ten years the debtor in a bankruptcy case? ☐ Yes. ☐ No.

If “yes,” explain. _____

43. Does your firm have any outstanding judgments pending against it? ☐ Yes. ☐ No.

If “yes,” explain. _____

44. In the past ten years, has your firm been a party to litigation, arbitration or mediation where the amount in dispute exceeded \$25,000? ☐ Yes. ☐ No.

If “yes,” explain. (Include court, case number and party names.) _____

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45. In the past ten years, has your firm been a party to litigation, arbitration or mediation on a matter related to payment to subcontractors or work performance on a contract? Check “yes” even if the matter proceeded to arbitration or mediation without court litigation. ☐ Yes. ☐ No.

If “yes,” explain. _____

46. Have you or any of your affiliates discontinued business operation with outstanding debts? ☐ Yes ☐ No.

If “yes,” explain. _____

SECTION VI – KEY PERSONNEL

47. List the principal individuals of your company, their current job title, the total years of experience they have in the construction industry and their current primary responsibility for your company. Corporations list current officers and those who own 5% or more of the corporation’s stock. Limited liability companies list members who own 5% or more of company. Partnerships list all partners. Joint ventures list each firm that is a member of the joint venture and the percentage of ownership the firm has in the joint venture.

ITEM	48 Principal Individual	49. Principal Individual
A. Name		
B. Position		
C. Years in Construction		
D. Current Primary Responsibility		
ITEM	50. Principal Individual	51. Principal Individual
A. Name		
B. Position		
C. Years in Construction		
D. Current Primary Responsibility		

(Provide attachment if additional space required.)

SECTION VII – EQUIPMENT

52. List major items of equipment your company owns or has available for long-term use on the proposed work.

ITEM	53. Equipment	54. Equipment
A. Description		
B. Capacity of items		
C. Condition		

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D. Quantity	Qty.	Own <input type="checkbox"/>	Rent <input type="checkbox"/>	Lease <input type="checkbox"/>	Age in Years	Qty.	Own <input type="checkbox"/>	Rent <input type="checkbox"/>	Lease <input type="checkbox"/>	Age in Years
ITEM	55. Equipment					56. Equipment				
A. Description										
B. Capacity of items										
C. Condition										
D. Quantity	Qty.	Own <input type="checkbox"/>	Rent <input type="checkbox"/>	Lease <input type="checkbox"/>	Age in Years	Qty.	Own <input type="checkbox"/>	Rent <input type="checkbox"/>	Lease <input type="checkbox"/>	Age in Years
ITEM	57. Equipment					58. Equipment				
A. Description										
B. Capacity of items										
C. Condition										
D. Quantity	Qty.	Own <input type="checkbox"/>	Rent <input type="checkbox"/>	Lease <input type="checkbox"/>	Age in Years	Qty.	Own <input type="checkbox"/>	Rent <input type="checkbox"/>	Lease <input type="checkbox"/>	Age in Years

(Provide attachment if additional space required.)

SECTION VIII – ADDITIONAL REMARKS

*List the question each additional remark relates to. If more space needed, attach additional sheet(s) and check the following:
Additional pages are attached to this Bidder Responsibility Form: ☐*

SECTION IX – DECLARATION AND SIGNATURES

The undersigned hereby declares that the he or she is duly authorized to complete and submit this Bidder Responsibility Form and that the statements contained herein are true and correct as of the date set forth below. Incomplete, incorrect or misleading information will be reason for a determination by City of non-responsibility.

Date: _____

For: _____

Company Name (Please type or print)

By: _____

(Signature of authorized official)

Printed Name: _____

(Please type or print)

Title: _____

(Please type or print)

SECTION 6 - BID SCHEDULE FOR BID PROPOSAL**CITY OF CULVER
LOCAL STREETS PROJECT****Company Name:** _____**BID PRICES TO COVER ENTIRE WORK:** All bid prices shall be bid to include all materials, labor, etc.

Bidder shall enter in the appropriate spaces all information requested.

Construction Bid Sheet

Bid Item	Price
Mobilization	\$
Traffic Control	\$

Metolius Street (1,354' long x 24' wide)

Grind and Re-pave	\$
Shoulder fill and placement	\$

Geneva Street (700' long x 24' wide)

Grind and Re-pave	\$
Shoulder fill and placement	\$

Opal Springs Dr. (432' long x 24' wide)

Grind and Re-pave	\$
Shoulder fill and placement	\$

Company Name	Contact Name	Phone #	Total Bid
			\$

Authorized Signature: _____ Date: _____

SECTION 7 - CERTIFICATION FORM

FAILURE TO SUBMIT THIS FORM IN BID PROPOSAL PACKET WILL RESULT IN A NON-RESPONSIVE BID

The undersigned agrees and certifies that he/she:

1. Has received Addendum No(s). _____ **(list all addenda received or write “N/A” if none).**

2. Has read and understands all the solicitation instructions, terms and conditions and construction specifications relevant to this project.

This construction effort will be executed with the highest level of customer service. Critical to that effort is planning of work sequence to minimize disruption and inconvenience during construction.

If awarded the contract and after work on the project has begun, bidder shall promptly refer any customer service issues to the Project Manager.

Bidder further acknowledges the importance of these provisions to the successful completion of this project, and agrees that if awarded this contract, bidder will promptly, efficiently, and courteously carry out his/her responsibilities under the aforementioned specifications.

3. Is ☐/ is not ☐ (check applicable box) a “resident bidder” as defined by ORS 279A.120.

4. Has made or has caused to be made on proposer’s behalf an examination of the site of the proposed work and has made all investigations proposer deems necessary to determine the conditions to be encountered.

5. Is a duly authorized representative of the proposer, that the information provided in this proposal and accompanying materials is true and accurate, and that providing incorrect or incomplete information may be cause for proposal rejection and/or contract termination.

6. Is bound by and will comply with all requirements, specifications, and terms and conditions contained herein, and to the extent applicable, ORS 279C.838 or 279C.840 or 40 USC 3141 et seq. will be complied with.

7. Contractor is registered with the Construction Contractors Board, or the State Landscape Contractors Board, as specified in BPC 49-0230.

8. Contractor, unless contrary to federal law, Contractor shall certify that it shall not accept a bid from Subcontractors to perform Work as described in ORS 701.005 under this Contract unless such Subcontractors are registered with the Construction Contractors Board in accordance with ORS 701.035 to 701.055 at the time they submit their bids to the Contractor;

9. Will contract with the City of Culver, Oregon, in the form similar to that attached and furnish the designated item (s) and/or service(s) in accordance with the proposal and the contract.

10. Licensing per ORS 468A.720 (working with asbestos) is not required for this project.

Authorized Signature: _____

Title: _____

Contact Person: _____

Email: _____

Telephone #: _____

Cell _____

SECTION 8 – FIRST TIER-SUBCONTRACTOR DISCLOSURE REQUIREMENTS

It is the Bidder's responsibility to determine all the documents that must be submitted to the City. For purposes of this document, "submitted" means "in the physical possession of the City of Culver."

FIRST TIER SUBCONTRACTOR DISCLOSURE FORM TO BE SUBMITTED BY ALL BIDDERS NOT LATER THAN 4:00 P.M. THE DAY THE BID IS DUE

In 2003, the Oregon Legislature revised ORS 279C.370, which provides, in part:

The disclosure of first-tier subcontractors applies to public improvements with a contract value of more than \$100,000.

The Bidder must disclose on the accompanying form the following information about their first-tier subcontracts either in its Bid submission or within two (2) working hours after the date and time of the deadline when bids are due:

- 1) The subcontractor's name
- 2) Dollar value
- 3) The category of work that the subcontractor would be performing.

If the bidder will not be using any subcontractors that are subject to the above disclosure requirements, the bidder is required to indicate **"NONE"** on the accompanying form.

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

SECTION 8 - FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM***FAILURE TO SUBMIT THIS FORM IN BID PROPOSAL PACKET WILL RESULT IN A NON-RESPONSIVE BID*****Project Name: Peoples Irrigation District Pipe Installation**Bid No.: _____ Bid Closing Date: _____ Time: 2:00 PM

Submit this form at the Culver City Hall, located at Culver City Hall, 200 First Avenue, Culver, Oregon 97734, PO Box 368, Culver, Oregon 97734 within two working hours after the advertised proposal closing time as specified in the Invitation to Bid. This form will be deemed received only when the City has marked the envelope with the date and time received. City will issue a written receipt on the proposer's request.

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

<u>Name</u>	<u>Dollar Value</u>	<u>Category of Work</u>
1) _____	\$ _____	_____
2) _____	\$ _____	_____
3) _____	\$ _____	_____
4) _____	\$ _____	_____
5) _____	\$ _____	_____

Form Submitted By (Proposal Name): _____

Contact Name: _____

Phone No.: _____

Email: _____

SECTION 9: INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

This Non-Collusion Affidavit is material to any contract awarded by the City of Culver to a successful bidder. According to the Oregon Public Contracts and Purchasing Laws, a public contracting agency may reject any or all bids upon a finding of the agency that is in the public interest to do so. This agency finds that it is in the public interest to require the completion of the attached affidavit by potential contractors.

This Non-Collusion Affidavit must be executed by the member, officer or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.

Bid rigging and other efforts to restrain competition, and the making of false sworn statement in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signed the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.

In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.

The term "complementary bid" as used in the Affidavit has the meaning commonly associated with that term in the bidding process and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or non-competitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.

Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.

SECTION 9: NON-COLLUSION AFFIDAVIT

FAILURE TO SUBMIT THIS FORM IN BID PROPOSAL PACKET WILL RESULT IN A NON-RESPONSIVE BID

STATE OF OREGON)SS.
COUNTY OF _____)

I state that I am the _____ of _____ and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I further state that:

(1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder, or potential bidder, except as disclosed on the attached appendix.

(2) That neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid have been discussed with any other firm or person which is a bidder or potential bidder, and they will not be disclosed before bid opening.

(3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or submit a bid intentionally high or non-competitive or any other form of complementary bid.

(4) The bid of my firm is made in good faith and pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other non-competitive bid.

(5) _____, its affiliates, and subsidiaries, officers, directors, and employees are not
(NAME OF FIRM)
currently under investigation by any government agency and have not in the last four years been convicted of or found liable for any act prohibited by State and Federal law in the jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as described on the attached appendix.

(6) I further state that _____ understands and acknowledges that the above
(NAME OF FIRM)
Representations are material and important and will be relied on for the City of Culver, Oregon in awarding the contract from which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the City of Culver Oregon of the true facts relating to the submission of bids for the contract.

Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

Sworn to and subscribed before me this _____ day of _____, 20____.

(SEAL)

NOTARY PUBLIC OF OREGON

My commission expires: _____

SECTION 10 -DRUG TESTING POLICY

FAILURE TO SUBMIT THIS FORM IN BID PROPOSAL PACKET WILL RESULT IN A NON-RESPONSIVE BID

The bidder states that provisions of ORS 279C.505 requiring a written employee drug testing program is in place for the Contractor's employees that include, at a minimum, the following:

The bidder states that provisions of ORS 279C.505 [Chapter 794.138] requiring a written employee drug-testing program is in place for the Contractor's employees that include, at a minimum, the following:

- ☐ Drug testing for all new Employees working on the project site every 6 months on a random selection basis, and
- ☐ Testing of an Employee working on the project site when Contractor has a reasonable cause to believe the Subject Employee is under the influence of drugs, and
- ☐ Testing of an Employee working on the project site is involved in an incident causing injury requiring treatment by a physician, or damage to property or equipment.

Name of Company: _____

Signature: _____

Print Name: _____

Date: _____

SECTION 11 – BID BOND FORM

FAILURE TO SUBMIT THIS FORM IN BID PROPOSAL PACKET WILL RESULT IN A NON-RESPONSIVE BID

KNOW ALL MEN BY THESE PRESENTS,

That _____, hereinafter called the PRINCIPAL, and _____, a corporation duly organized under the laws of the State of _____, having its Principal place of business at _____, in the State of Oregon, as SURETY, are held and firmly bound unto the City of Culver, as Obligee, hereinafter called the OWNER, in the penal sum of _____ dollars (\$_____), for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS BOND ARE SUCH that, whereas the PRINCIPAL herein is submitting its bid proposal for the **CULVER LOCAL STREETS PROJECT** said bid proposal, by reference thereto, being hereby made a part thereof.

NOW, THEREFORE, if the said bid proposal submitted by the said PRINCIPAL be accepted, and the contract be awarded to said PRINCIPAL, and performance and payment bonds as required by the bidding and Contract Documents within the time fixed by said documents, then this obligation shall be void; if the PRINCIPAL shall fail to execute the proposed Contract and furnish said bonds, the SURETY hereby agrees to pay to the OWNER the penal sum as liquidated damages.

Signed and sealed this _____ day of _____, 20____

Principal

By

Surety

By Attorney-in-Fact

(A certified copy of the agent's power-of-attorney must be attached hereto.)