

**INVITATION TO BID** **NO.**

TITLE

Portland Public Schools, School District No. 1J, Multnomah County, Oregon

Purchasing & Contracting

501 North Dixon Street

Portland, OR 97227

|  |  |
| --- | --- |
| **Bids Due:** | **Not Later than 2:00:00 PM PST,** **Insert Month, Date, Year****Late Bids will not be accepted or considered.** |
|  **Submit Bids to:**  | **ELECTRONIC SUBMITTAL**Submit electronically via PlanetBids, The Bid Form, including all required documentation, must be submitted through the website **not later than 2:00:00 PM on Date** in accordance with the PlanetBids internal timestamp. Late Bids shall be rejected.**HARDCOPY SUBMITTAL****No hardcopy submittals will be accepted.** |
| **Direct Questions to:**  | **Purchasing & Contracting Contact:** Email: purchasing@pps.netPhone:      **Deadline for Questions:**  |
| **Electronic Responses: :** | Electronic responses via PlanetBids are required. E-mailed responses will not be accepted.  |

**Pre-Bid Meeting:**

 pre-Bid meeting will be held on Month day, year in the conference room name Conference Room, located at 501 N. Dixon Street, Portland, Oregon 97227. Attendance is Portland Public Schools conducts such meetings in order to clarify information provided in the ITB and to provide interested Bidders an opportunity to ask questions about the ITB. Statements made by the District’s representatives at the conference are not binding on the District unless confirmed by written addendum.

**ITB Availability:**

This ITB is available electronically through the PlanetBids website at:

<http://www.planetbids.com/portal/portal.cfm?CompanyID=22555>. Interested parties must be registered with PlanetBids to obtain and download documents. Registration is at no cost. Future notices regarding this solicitation, including solicitation addenda, will be posted to PlanetBids.

**INVITATION TO BID (ITB) TIMELINE**

|  |  |
| --- | --- |
| **ITB ISSUED** |  |
|  **PRE-BID MEETING** |  |
| **SUBSTITUTION DEADLINE** |  |
| **DEADLINE FOR QUESTIONS OR CLARIFICATIONS** |  |
| **FINAL ADDENDA DEADLINE** |  |
| **BIDS DUE****Must Include:**  | [ ]  Bid Form – Attachment B [ ]  Bidder’s References – Attachment D |  |
| **NOTICE OF INTENT TO AWARD** |  |
| **ANTICIPATED CONTRACT START** |  |

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

ITB Title

####-####

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# INTRODUCTION

Portland Public Schools (“District”) seeks written Bids from qualified vendors able to provide insert services/goods to be provided. The District intends to award as a result of this ITB. [optional] The District will determine the number of contracts to be awarded at time of contract award. The contract term will be one year with options to renew for four additional one-year terms.

## CRITICAL ITB DATES AND TIMES:

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

1. RECEIPT OF BIDS

**ELECTRONIC SUBMITTAL**

Submit electronically via PlanetBids. The Bid Form and all required documentation must be submitted through the website in accordance with the PlanetBids internal timestamp. Late Bids shall be rejected.

**HARDCOPY SUBMITTAL**

**No hardcopy submittals will be accepted. Any bids not submitted via PlanetBids will be rejected.**

1. PRE-BID MEETING AND SITE VISIT

The  pre-bid meeting will be held at the time, place and date shown on the cover of this document. 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 or Contract Documents shall make a request for clarification in writing, to the ITB Contact listed on the cover page of this document.

1. PUBLIC OPENING OF BIDS

The Public Bid Opening will be held at Time PM on Date via teleconference

## BID REQUIREMENTS:

1. BID FORM

Bid Form, ATTACHMENT B, 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.

1. REFERENCES

Provide references on ATTACHMENT D. 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.

## CONTRACT REQUIREMENTS

1. CONTRACT AND INSURANCE

The successful Bidder will be required to enter into a Contract with the District and obtain and maintain insurance per **ATTACHMENT A –** **Sample Contract**.

## AVAILABILITY OF ITB DOCUMENTS

This ITB, including all Addenda to the 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 PlanetBids regularly until Bid Closing to avoid missing any Addenda.

## 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.

Questions should be transmitted by email and should include the solicitation number and title in the subject line of the email. Wherever possible, all questions for a single solicitation should be grouped together in a single email. Such emails must only address one solicitation. If a prospective Bidder has questions across multiple solicitations, the Bidder should submit separate emails for each solicitation, labeled by solicitation number and title. The District may at its sole discretion reject questions or requests that do not adhere to these guidelines.

## Equity in Public Purchasing & Contracting

The District is dedicated to increasing contracting opportunities for minority-owned businesses, women-owned businesses, service-disabled veteran-owned businesses, disadvantaged businesses, and emerging small businesses (“Certified Businesses”).  Certified Businesses are strongly encouraged to submit bids in response to this ITB.  In addition, all bidders should seek opportunities to partner or subcontract with Certified Businesses in this work as well as participate meaningfully in minority and women workforce development.

“CERTIFIED BUSINESS”, as used in this ITB, means a for-profit company certified by the State of Oregon Certification Office of Business Inclusion and Diversity (COBID) as a Minority-Owned Business (MBE), a Women-Owned Business (WBE), a Service Disabled Veteran Business (SDVBE) 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 as a Minority Business Enterprise (MBE) and/or Woman Business Enterprise (WBE) pursuant to Washington Administrative Code, Title 326, Chapter 326-20.

# SUMMARY OF WORK

1.

## SPECIFICATIONS

1.

## CONTRACTOR DELIVERABLES

1.

## 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>

## Sustainable Business Practices

Bidders should prioritize sustainable business practices, including but not limited to:

* 1. Apply route optimization strategies when providing services, which reduces dependency on oil, saves money, and reduces climate changes when feasible.
	2. Your organization will, where possible, and in accordance with the scope of services to be provided under this contract, recycle, reuse, and reduce waste going to landfill.
	3. Your organization will include, where possible, diverse suppliers, vendors and subcontractors when conducting business and in the supply chain. This includes an emphasis on local product sourcing.
	4. Apply water conservation measures to reduce water loss, water usage, and improve water management; including high efficiency fixtures, employee education, and a comprehensive water conservation management plan with actionable goals.
	5. Expanded use of renewable energy
	6. Maintain a comprehensive and sustainable waste reduction and recycling plan

Bidders should have a toxic waste reduction plan, including but not limited to the following approaches, as applicable:

* 1. Using certified green cleaning products (i.e. Ecologo, GreenSeal, etc.)
	2. Technology toxicity (i.e. using EPEAT registered computers)
	3. Building or remodeling with the intent to be LEED certified with a focus on the environmental health of buildings
	4. Look for low VOC paints and sealants and HPD-Healthy Purchasing Declarations when purchasing new goods.

# SUPPLEMENTAL TERMS

The following pertains to solicitations that include the purchase of materials.

1.

## ORDERING

### Contractor shall provide a local or a toll free telephone number, or email address, for the placing of orders. It shall be available for ordering at minimum, 9:00 a.m. to 4:00 p.m. Pacific Standard Time, Monday through Friday. In addition, the vendor must have the ability to deliver      % of products within       days of order placement, without additional cost to the District.

## INVENTORY

Contractor agrees to maintain reasonable inventories to insure that back orders will be kept to a minimum and delivery can be accomplished according to the terms of this Invitation to Bid. Repeated back-ordering by the Successful Contractor of orders by the District may be cause for contract cancellation or District to affect cover by utilizing alternate sources. Back orders shipped from other locations to fulfill and or to meet deadlines will not result in additional cost to District.

## PRICING

The Contractor shall indicate the pricing, pricing method or discount schedule used in the space provided next to the product line on the Bid Form. District reserves the right to request, at its option, catalogs and pricing schedules. Failure to meet this requirement within       working days after the request may be cause for rejection of bid.

* Prices shall be firm for the first twelve (12) months of the resultant contract. Price escalation changes, if any, shall be based upon      . De-escalation:
* Bid prices are to be complete and include all costs whether material, labor, transportation or other, to complete the required work or supply the required materials in accordance with the Bid specifications, contract terms and conditions
* All Bid prices shall be in U.S. Dollars

## TAXES

Bid prices shall exclude Federal Excise Tax. Federal exemption certificates will be furnished upon written request.

## DISCOUNT PAYMENT TERMS

Contractor must indicate any discounts proposed for early payment.

## RETURNS

Unless product is perishable or subject to expiration dates, Contractor shall allow returns within       days of purchase at no charge, excluding shipping charges. Within       calendar days of notice of award, Successful Contractor shall submit complete return procedure including all terms and conditions for all items listed on pricing sheets. Failure to submit return procedure within       calendars days of notice of award may result in the District awarding to the next lowest, responsive, responsible Contractor.

## ESTIMATED PURCHASE QUANTITIES

The volume of service indicated is an estimate of anticipated one-year purchases and are offered solely for the purpose of bid evaluation. The estimates provided are based on the previous year purchases. Larger or smaller volume may be purchased, and there is no guarantee of purchases as a result of this Invitation to Bid.

## WARRANTY REQUIREMENTS

# INSTRUCTIONS TO BIDDERS

1.

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

1. 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 or Specifications; and (c) protests of contractual terms or Specifications. Any Bid that includes non-approved alternate product brands or that takes exception to the Specifications or contractual terms of the ITB may be deemed non-responsive and may be rejected.
2. METHOD OF SUBMITTING REQUESTS FOR MODIFICATION OF ITB PROVISIONS: An email must be received by the contact listed on Page 1 of the ITB, no later than the deadline listed in the ITB Timline. 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.
3. REQUEST FOR CLARIFICATION: Any Bidder who finds discrepancies in, or omissions from, any provision of the ITB, 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 contact listed on Page 1 of the ITB by the deadline specified in Paragraph B above.
4. REQUEST FOR CHANGES TO CONTRACTUAL TERMS OR SPECIFICATIONS: Any Bidder may submit a request for changes to contractual terms 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 contact listed on Page 1 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.
5. 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.
6. RESPONSE TO REQUESTS FOR CLARIFICATION: Clarifications, whether verbal, in writing, do not change 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."
7. 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 Paragraph 4.1 precludes appeal or protest of a decision to award based upon such solicitation terms and conditions, Contract terms and conditions or Specifications.

## SUBSTITUTION REQUESTS (PRE-BID)

1. During Bidding, the District will consider written Substitution Requests received no later than the deadline listed in the ITB Timeline. Requests received after that time **will not** be considered.
2. Use **ATTACHMENT C - SUBSTITUTION REQUEST FORM**.
3. Submit requests to Purchasing & Contracting by email to purchasing@pps.net. Emails should include the solicitation number and title in the subject line.
4. Prepare separate request forms for each product. Combined requests on a single form **may be rejected**.
5. Wherever possible, all Substitution Request forms for a single solicitation should be transmitted together in a single email.
6. In making Substitution Requests, Bidder represents:
7. Bidder has personally investigated proposed product or method, and determined that it is equal or superior in all respects to that specified.
8. Bidder will provide the same guarantee for substitution as for product or method specified.
9. Bidder will coordinate installation of accepted substitution into Work, making such changes as may be required for Work to be completed in all respects.
10. Bidder waives all claims for additional costs related to substitutions which consequently become apparent.
11. All accepted substitutions will be confirmed by inclusion in an addendum. Items not appearing in such addendum shall be deemed rejected.

## BID SUBMITTAL

1. BID FORMS

Bids shall be submitted on unaltered **ATTACHMENT B – BID FORM** 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.

1. SEALED BIDS

**Electronic Submittal**

Submit electronically via PlanetBids. The Bid Form, including all required documentation, must be submitted through the website in accordance with the PlanetBids internal timestamp. All late Bids shall be rejected.

**Hardcopy Submittal**

**No hardcopy submittals will be accepted.**

1. 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.

1. 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.

1. REQUIRED SIGNATURES

Bids shall be signed with ink or indelible pencil, with name typed or printed in the space provided on ATTACHMENT B – BID FORM. 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. Electronic signatures may not be accepted.

1. 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.

1. RESERVATIONS
2. 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.

## APPEALS AND 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 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.

Attn: Director, Purchasing & Contracting

School District No.1J, Multnomah County, Oregon
Portland Public Schools

Purchasing & Contracting

501 North Dixon Street, 2nd 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.

## CONTRACT AND INSURANCE

1. 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 as Attachment A. At the same time, the successful Bidder shall furnish required Certificates of Insurance.

1. DISTRICT CONTRACT EXECUTION

After receipt and acceptance of the properly executed Contract and Certificates of Insurance, the District will execute the Contract. No work shall be performed until the Contract is fully executed.

1. FAILURE TO EXECUTE

A successful Bidder who fails to execute the Contract or provide Certificates of Insurance in the time and manner indicated herein shall forfeit award of the Contract.

## COMPLIANCE WITH LAW

The selected contractor shall be required to comply with the District’s standard contract provisions as provided in Attachment A. 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.

# FORM OF AGREEMENT

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, Purchase Order with Terms and Conditions, or Requirements Contract. A sample copy of the Contract is attached as Attachment A.

ATTACHMENT B - BID FORM

**BID FORM (PAGE 1 OF** **)**

**INVITATION TO BID NO.**

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. Has submitted information that is true and accurate to the best of their knowledge and understands that any false statement may disqualify this Bid from further consideration or be cause for contract termination.
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. Has read, understands and agrees to be bound by all terms and conditions herein.
5. Is a [ ] Resident Bidder, **[ ]** Non-Resident Bidder, as defined in ORS 279A.120, of the State of Oregon.

ORS 279A.120 (2) states "For the purposes of awarding a public contract, a contracting agency shall:

1. Give preference to goods or services that have been manufactured or produced in this state if price, fitness, availability and quality are otherwise equal; and
2. Add a percent increase to the bid of a nonresident bidder equal to the percent, if any, of the preference given to the bidder in the state in which the bidder resides.”

"Resident bidder" means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid whether the bidder is a "resident bidder". (ORS 279A.120 (b))

"Non-resident bidder" means a bidder who is not a "resident bidder" as defined above. (ORS 279A.120 (a))

1. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS -The Bidder certifies to the best of its knowledge and belief that neither it nor any of its principals:
	1. Are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from submitting bids or proposals by any federal, state or local entity, department or agency;
	2. Have within a five-year period preceding the date of this certification been convicted of fraud or any other criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
	3. Are presently indicted for or otherwise criminally charged with commission of any of the offenses enumerated in paragraph 6.2. of this certification;
	4. Have, within a five-year period preceding the date of this certification had a judgment entered against proposer or its principals arising out of the performance of a public or private contract;
	5. Have pending in any state or federal court any litigation in which there is a claim against proposer or any of its principals arising out of the performance of a public or private contract; and
	6. Have within a five-year period preceding the date of this certification had one or more public contracts (federal, state, or local) terminated for any reason related to contract performance.

**ATTACHMENT B**

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

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):

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Item** | **Description** | **Price** | **UOM** | **Extended Price** |
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| **TOTAL BASE BID:** | **$** |

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| --- |
| **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:**

[Include the following language if unit prices are requested for Change Order purposes but will not be considered in calculating the Total Bid Price.  Delete if inapplicable.]

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.

**ATTACHMENT B**

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

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

BIDDER’S EMPLOYERS FEDERAL TAX IDENTIFICATION NUMBER (EIN) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

OR

SOCIAL SECURITY IDENTIFICATION NUMBER\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CERTIFIED BUSINESS [ ]  YES [ ]  NO

IF YES, PROVIDE CERTIFICATION NUMBER

The undersigned hereby certifies under penalty of perjury that the Bidder has not discriminated and will not discriminate, in violation of subsection (1) of ORS 279A.110, against a disadvantaged business enterprise, a minority-owned business, a women-owned business, a business that a service-disabled veteran owns or an emerging small business in obtaining any required subcontracts.

**TAX CERTIFICATION** – The Bidder attests in writing that they have complied with the tax laws of this state and of political subdivision of this state for no fewer than six years preceding the date of the solicitation closing. Applicable tax laws include, but are not limited to, ORS 305.620, ORS Chapters 316, 317, and 318, any tax provisions imposed by a political subdivision that apply to the Bidder or to the performance of the Contract, and any rules and regulations that implement or enforce those tax laws.

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

Email \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**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.**



ATTACHMENT C

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.**

|  |  |  |
| --- | --- | --- |
|  |  | ***Architect Approval:*** |
| Request Submitted by: |  | [ ]  | Approved |  | [ ]  | Approved as noted |
|  |  | [ ]  | Not Approved |  | [ ]  | Received too late |
| Name (Printed or typed) |  |  |
|  |  |  |  |
| Signature |  |  |  By |
|  |  |  |  |
| Vendor Name |  |  |  Date |
|  |  | Remarks: |
| Street Address |  |
|  |  | ***For use by Portland Public Schools Staff:*** |
| City, State, Zip |  | [ ]  | Approved |  | [ ]  | Approved as noted |
|  |  | [ ]  | Not Approved |  | [ ]  | Received too late |
| Date |  |  |
|  |  |  |  |  |
| Telephone Number |  |  |  By |  |
|  |  |  |  |  |
| Email |  |  |  Date |  |
|  |  | Remarks: |
| Fax Number |  |  |
|  |  |

**ATTACHMENT D**

**BIDDER’S REFERENCES FORM**

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 this form 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.**

|  |
| --- |
| **Project Reference #1** |
| Name and Dates of Project:  |
| Project Location:  |
| Project Description:  |
| Contact Person #1 Name:  |
| Contact Person #1 Firm Name:  |
| Contact Person #1 Phone: Email:  |
| Contact Person #2 Name:  |
| Contact Person #2 Firm Name:  |
| Contact Person #2 Phone: Email:  |
|  |
| **Project Reference #2** |
| Name and Dates of Project:  |
| Project Location:  |
| Project Description:  |
| Contact Person #1 Name:  |
| Contact Person #1 Firm Name:  |
| Contact Person #1 Phone: Email:  |
| Contact Person #2 Name:  |
| Contact Person #2 Firm Name:  |
| Contact Person #2 Phone: Email:  |
|  |
| **Project Reference #3** |
| Name and Dates of Project:  |
| Project Location:  |
| Project Description:  |
| Contact Person #1 Name:  |
| Contact Person #1 Firm Name:  |
| Contact Person #1 Phone: Email:  |
| Contact Person #2 Name:  |
| Contact Person #2 Firm Name:  |
| Contact Person #2 Phone: Email:  |

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