



ROOFING–SUE SHAFFER LEARNING COMMONS & LIBRARY

Invitation to Bid (ITB) Contract

ITB-OBS-ROOF REPLACEMENT UCC LEARNING COMMONS & LIBRARY

Date of Issue: 04/13/2023

Closing: 04/27/2023, Time 02:00 PM (Pacific)

Single Point of Contact (SPC): Joy Yori, Purchasing Manager

Address: 1140 Umpqua College Road
City, State, Zip: Roseburg, Oregon 97470
Phone (voice): 541-440-7648
E-mail: Purchasing@umpqua.edu

Electronic Bids Only

**Electronic bids must be received prior to the Closing Date/Time at:
Purchasing@umpqua.edu**

Bids received by mail or common carrier will be rejected and returned unopened.

The State of Oregon promotes equal opportunity for all individuals without regard to age, color, disability, marital status, national origin, race, religion or creed, sex or gender, sexual orientation, or veteran status.

Issue Date: April 13, 2023

ITB Coordinator: Joy Yori, Purchasing Manager 541-440-7648
Purchasing@umpqua.edu

ITB Technical Contact: Joe Flora Director, Facilities & Security
Phone: 541-440-4698 Email: Joe.Flora@umpqua.edu

Mandatory Pre-bid Conference: April 21, 2023, 9:00 am Local Time
Sue Shaffer Learning Commons & Library, Umpqua Community College
1140 Umpqua College Road, Roseburg OR 97470

ELECTRONIC PROTEST ONLY Deadline for Protest of Solicitation Document Specs or Contract Terms: April 17, 2023 12:00 Noon Local Time.

Bid Closing: April 27, 2023, 2:00 pm Local Time

First Tier Subcontractor Disclosure Deadline: Submit to Purchasing@umpqua.edu no later than April 20, 2023 2:00 pm Local Time.

Submit Electronic Bids Only: Purchasing@umpqua.edu

Bid Opening: April 28, 2023 at Umpqua Community College, Office of Business Services – Purchasing
1140 Umpqua College Road, Roseburg OR 97470

WARNING: Unless otherwise indicated herein, this entire Solicitation Document may be obtained from the College’s Purchasing website. If obtaining this Solicitation Document from any source other than the Issuing Office or the College’s Purchasing website, it is the Bidder’s responsibility to ensure a full and complete set of the Solicitation Document has been obtained. Any addenda or clarifications to this Solicitation Document shall be published under the “Solicitation Documents – ITB, RFQ, RFP, etc”, subtitle located on the College’s Purchasing website, umpqua.edu/purchasing. It is the responsibility of each Bidder to check the College’s Purchasing website for any information or addenda to this solicitation. See Part B. General Information, for additional details about addenda timelines.

Bidders are cautioned not to make changes to any of the terms and conditions in this solicitation. Doing so may render a Bid unacceptable and subject to rejection. Questions and comments may be addressed to the ITB Coordinator named above.

The ITB Coordinator and the Technical Contact are the sole points of contact for this procurement. All communication between the Bidder and the College regarding this solicitation shall be in writing via e-mail, to the ITB Coordinator and the Technical Contact at the e-mail addresses listed above. E-mail inquiries shall be identified in the subject line as “**ITB-OBS-Roof Replacement UCC Learning Commons & Library**”. Bidders are to rely on written statements issued exclusively by the ITB Coordinator or his/her designee. Any other communication will be considered unofficial and non-binding. Communications directed to parties other than the ITB Coordinator will have no legal bearing on this ITB or the resulting Contract.

The terms “Offeror(s)” or “Bidder(s)” as they appear within this ITB may be used interchangeably and shall mean any/all interested parties submitting “Bids” or “Offers” in response to this ITB.

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A. Public Notice

Umpqua Community College Invitation to Bid (ITB) ITB-OBS-Roof Replacement UCC Learning Commons & Library

Umpqua Community College requests electronic Bids from qualified Bidders for the roofing of the Sue Shaffer Learning Commons & Library located at 1140 Umpqua College Road, Roseburg OR 97470. The Contractor will provide construction materials and services as described in the Solicitation Document.

Obtaining Documents. The Solicitation Document will be available in electronic format only; no paper documents will be distributed. The Solicitation Documents and Specifications will be available electronically on the College Purchasing website at: <https://www.umpqua.edu/purchasing> under the “Solicitation Documents – ITB, RFQ, RFP, etc” heading, **ITB-OBS-Roof Replacement UCC Learning Commons & Library** and the **OregonBuys.gov** website Open Market Bid S-P00590-00006502.

Mandatory Pre-Bid Conference. April 20, 2023, 9:00 am Local Time, Sue Shaffer Learning Commons & Library on the campus of Umpqua Community College. *Bidder’s failure to attend the Pre-Bid Conference will result in rejection of any Bid submitted.*

Protest of the Solicitation Document, Specifications, or Contract Terms. Protests will only be accepted electronically. Submit via email to Purchasing@umpqua.edu with “Protest – ITB-OBS-Roof Replacement UCC Learning Commons & Library” in the subject line no later than April 17, 2020, 9:00 am Local Time.

Bids will only be accepted electronically. Submit bids, with completed Solicitation Document Exhibits, via email to Purchasing@umpqua.edu, with “ITB-OBS-Roof Replacement UCC Learning Commons & Library” in the subject line, no later than **April 27, 2023 2:00 pm Local Time.**

Timely delivery of Bid shall be determined by the time of receipt by the Office of Business Services as shown by the date and time endorsed on the email by an automatic time clock. Such endorsement shall be conclusive proof of the date and time of receipt of the Bid. **“Late is Late”!** ITBs received after the closing time will not be viewed. It is the responsibility of the Bidder to allow sufficient time for the hazards of traffic, weather, or internet related shutoffs.

Bid Bond. A Bid Bond, Certified Check, Cashier’s Check, or irrevocable letter of credit issued by an insured institution, executed in favor of Umpqua Community College in an amount not less than 10% of the total Basic Bid Sum will be required, which sum shall be forfeited as liquidated damages to the College for Bidder’s failure to execute the Contract and bond should the Bidder neglect or refuse to enter into a Contract and provide a suitable bond for the faithful performance of the work.

First Tier Subcontractor Disclosure. Disclosure form must be submitted either with the Bid submission or within 2 working hours after Bid Closing to Purchasing@umpqua.edu with “First-Tier Subcontractor Form – ITB-OBS-Roof Replacement UCC Learning Commons & Library” in the subject line no later than August 13, 2020, 4:00 pm Local Time. Forms submitted after the deadline will not be accepted.

Prevailing Wage Rates. This project is for public works. The project will be subject to ORS 279C.800 to 279C.870 or the Davis-Bacon Act (40 U.S.C. 3141 et seq.).

Extension of Time for the Submission of Bids. The College may in its sole discretion extend the time for the submission of Bids upon a finding that it is in the interest of the College to do so. Such extension shall be by written Addendum, which may be issued either before or after the time for the submission of Bids has passed; however, no Addendum extending the time for submission of Bids shall be issued once any Bid properly received has been opened.

Residence of Bidder. ORS 279A.120(1)(b) defines a “resident bidder” as 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” under this paragraph. Bidder shall state on the Response Form whether Bidder is a “resident bidder.”

Firm Bid. No Bidder may withdraw its Bid within sixty (60) days after the hour set for Closing.

ITB Coordinator. Joy Yori, Purchasing Manager, Umpqua Community College, 541-440-7648, purchasing@umpqua.edu.

ITB Technical Contact. Joe Flora Director, Facilities & Security, 541-440-4698 Email: Joe.Flora@umpqua.edu

Publish Date: April 13, 2023 10:00:00 AM

Publish:

Website - Umpqua Community College <https://www.umpqua.edu/solicitation-documents> - ITB-OBS-Roof
Replacement UCC Learning Commons & Library

Website - OregonBuys.gov Open Market Bid S-P00590-00006502.

B. General Information

Accessing the Campus. See Map @ <https://www.umpqua.edu/about/facts-visitor-information/ucc-map> for location.

Definitions of Key Words

“Shall” and/or “Must:” Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of a Bid as non-responsive.

“Should” indicates something that is recommended but not required. If the Bidder fails to provide recommended information, the College may, at its sole option, ask the Bidder to provide the information or evaluate the Bid without the information.

“May” indicates something that is not mandatory but permissible—not essential for consideration or award.

Prohibited Contact. Officials not to benefit. No person submitting a Bid and no person on behalf of an Bidder shall give or promise anything of value to any person who is a public official, an employee of the College, a member of its governing body, or a member of any evaluation committee to obtain information or to influence or attempt to influence the decision of that person on anything pertaining to this ITB or any subsequent Contract or Subcontract.

Kickbacks prohibited. No person being an Bidder under this ITB or a bidder or proposer on any subsequent Contract or an officer, employee or agent of either shall require any kickback, fee, rebate, deduction or payment from any person to be considered as an employee, subcontractor, supplier, service provider or consultant unless the requirement be authorized by law and the amount duly recorded and paid over to the College or the person or entity entitled to receive it.

Contingent fees prohibited. No Bidder shall pay or give to any person or entity anything of value for work done on or in connection with the response to this ITB contingent upon the Bidder being selected to proceed to the next step of this procurement.

Submission of a Bid is a representation by the Bidder that the Bidder has not and will not engage in the conduct prohibited.

Format of Bid. Offers should be prepared simply and economically, providing a straightforward, concise description of the Bidder’s capabilities to satisfy the requirements of the ITB. Emphasis should be on completeness, organization, and clarity of content. Submission as a PDF document is preferred.

Required Submittals/Bidder’s Checklist. For consideration, Bidder(s) shall return one set of the submittals identified below. All documents must be clearly and distinctly typed or written with ink in the English language.

A signed Bid indicates agreement by the Bidder to all requirements, specifications and terms set forth in this ITB, including those parts that deal with contractual requirements, purchase prices, and official published specifications. Bidders should not submit any information that they do not wish to have become part of the completed Contract. If any discrepancy arises between the Bid and the ITB, the terms in the ITB shall prevail. Failure of the selected Bidder to accept these obligations in a purchase agreement, purchase order, delivery order, or similar acquisition instrument/Contract, may result in cancellation of the award. The Bid, ITB, and subsequent College-issued Contract will collectively form the agreement.

Submittals shall include:

Exhibit C – Bid Response Form

Exhibit D – First Tier Subcontractor Form

Addenda. Any addenda or clarifications to this Solicitation shall be published under the “Construction” subtitle located within the “Bid Announcements” section, on the Umpqua Community College Purchasing website @ <https://www.umpqua.edu/purchasing>. It is the responsibility of each Bidder to check for any information or addenda to this solicitation.

All addenda, with the exception of addenda to the Closing date and time, will be issued not less than 72 hours before the specified Closing date and time. Addenda specifically related to the Closing date and time may be issued with less than 72-hours’ notice. Failure of any Bidder to receive any such addenda or interpretation shall not relieve the Bidder from any obligation under its Bid as submitted.

Firm Offers. Offers (bids), shall be firm, may not be modified or withdrawn, for a period of sixty (60) days after the Closing date. Each respondent may withdraw their Bid if it has not been accepted within sixty (60) days from the ITB Closing date.

Bid Development Costs. Submission of a Bid to the College does not obligate the College to pay any expenses incurred by the Bidder in preparation of its Bid, nor does it obligate the College in any other respect. The College will not reimburse the cost of a successful protest. It is a condition of submission that costs of submitting an Bid are solely the cost of the Bidder.

Bid Ownership. All Offers become the property of the College and will not be returned to the Bidder. Offers that are not opened may be returned to the Bidder or disposed of by the College at the College’s discretion once the time to protest the refusal to consider the Bid has passed.

Bid Review Process/Contractual Process. The College will first review the Bids to confirm whether each Bidder has agreed to the terms and conditions of the ITB, whether each Bidder has met all Bidding requirements, and whether there are signed copies of all the documents. *Only those Bids, which appear to meet all of the requirements will be further considered (i.e., failure to respond to any or all parts of the ITB may result in disqualification).* Award of the Contract will be made to the lowest responsive and responsible Bidder as determined by the College’s Office of Business Services.

No material changes may be made to a Bid after the deadline for its submission. The College reserves the right to seek clarifications of each Bid. In clarifying or elaborating on a Bid, an Bidder explains or amplifies what is already there; it does not supplement, change, alter, or correct its Bid.

After the lowest responsive and responsible Bidder has been selected, the Contract shall be prepared by the College, reviewed/approved by appropriate staff and/or Board members, and signed as duly authorized.

A signed Bid indicates agreement by the Bidder to all requirements, specifications and terms set forth in this ITB, including those parts that deal with contractual requirements, purchase prices, and official published specifications. Bidders should not submit any information that they do not wish to have become part of the completed Contract. If any discrepancy arises between the Bid and the ITB, the terms in the ITB shall prevail. Failure of the selected Bidder to accept these obligations in a purchase agreement, purchase order, delivery order, or similar acquisition instrument/Contract, may result in cancellation of the award. The Bid, ITB, and subsequent College-issued Contract will collectively form the agreement.

No other additional contracts, unless otherwise indicated by the Bidder at the time of the Bid submittal will be considered. Should Bidder require that a standard company Contract be signed, a copy of the proposed Contract must be submitted along with the Bid. If submitted, this Contract will be evaluated to make certain that it does not deviate from the conditions of the ITB. Should the submitted company Contract deviate from the terms and conditions of the ITB, said Contract will be modified by the College for compliance. After the Contract resulting from this ITB has been awarded and a valid Contract has been signed, no other company Contract will be considered. Any contracts submitted by the Bidder after such award will be considered a counter Bid and may be subject to rejection and/or cancellation.

Bid Rejection and Solicitation Cancellation. The College reserves the right to cancel all or any portion of the procurement and the right to reject any or all Bids and to cancel all or any portion of the procurement.

Sustainability. The College is committed to sustainable purchasing practices. Sustainability preferences may include, but are not limited to, the following:

- Energy efficiency (such as Energy Star designation)
- Energy conservation
- Waste reduction
- Packaging reduction
- Trade-Ins/Retrievals/Refurbishment of Used Products
- Use of Recycled and Recyclable Materials (products, packaging, shipping materials)
- Responsible shipping and transportation
- Reduced water usage
- Reduced paper usage (including e-procurement and e-payment)

Any products described as “Green products” in this solicitation shall mean “environmentally-preferable products.” Green products are products or services that have a lesser or reduced effect on human health and the environment, when compared with competing products or services that serve the same purpose. This comparison applies to raw materials, manufacturing, packaging, distribution, use, reuse, operation, maintenance, and disposal.

Nondiscrimination in Employment. As a condition of receiving the award of a Contract under this ITB, Bidder must certify, in accordance with ORS 279A.112, it has in place a policy and practice of preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class. The policy and practice must include giving employees a written notice of a policy that both prohibits, and prescribes disciplinary measures for, conduct constituting sexual harassment, sexual assault, or unlawful discrimination.

Public Record. Following award of Contract, responses to this ITB are subject to public information requests unless the response or specific information contained therein is identified as exempt from public disclosure. Bidder is advised to consult with legal counsel regarding disclosure issues.

If Bidder believes any portion of its Bid contains information considered a trade secret under ORS Chapter 192.345(2), or otherwise is exempt from disclosure under the Oregon Public Records Law, ORS 192.311 through 192.478, each page containing such information must include the following:

“This data is exempt from disclosure under the Oregon Public Records Law pursuant to ORS 192, and is not to be disclosed except in accordance with the Oregon Public Records Law, ORS 192.311 through 192.478.”

Identifying the Bid in whole as exempt from disclosure is not acceptable. Cost information submitted in response to an ITB is generally not considered a trade secret under Oregon Public Records Law. If Bidder fails to identify the portions of the Bid which Bidder claims are exempt from disclosure, Bidder is deemed to have waived any future claim of non-disclosure of that information.

Prices, makes, model or catalog numbers of items offered, scheduled delivery dates, and terms of payment shall be publicly available regardless of any designation to the contrary. Any response marked as a trade secret in its entirety shall be considered non-responsive and shall be rejected. All submissions and additional information, if any, shall become public record after award of Contract.

C. Scope of Work/Specifications

The work will be performed on the Sue Shaffer Learning Commons & Library Building.

Exhibit A - Statement of Work – Roofing Sue Shaffer Learning Commons & Library. Full description of Statement of Work is found in Exhibit A.

The anticipated Project Start Date (Notice to Proceed):	July 1, 2023
Substantial Project Completion Date:	August 15, 2023
Final Project Completion Date:	September 1, 2023

Industry Standards. The Contractor shall meet or exceed the highest standards prevalent in the industry or business most closely involved in providing the Goods and Services that the College is purchasing. Contractor shall perform the work expeditiously in conformance to this Scope of Work/Specifications, all applicable codes, and the requirements of any resulting Contract.

Acceptance of Work. The College will be responsible for determining the performance of Contractor’s work. Services provided by the Contractor shall be subject to monitoring and acceptance by the College’s Director of Facilities & Security or his designee.

Licenses/Certifications. Contractor shall possess and maintain all certifications and licensing as needed or required to provide the services. The work shall be performed by licensed, qualified and trained personnel.

Equipment and Transportation. Contractor shall be responsible for providing Contractor’s own tools and equipment, including but not limited to, small tools (tape measures, hand levels, etc.), tools related to the construction profession, cellular telephones, cameras, and computer equipment to be used by Contractor staff and agents in performing the services.

Contractor shall be responsible for providing Contractor’s own personal safety equipment, including but not limited to, protective clothing, hard-hats, safety glasses, hearing protection, hand protection, and safety shoes or boots to be used by Contractor staff and agents in performing the services.

Contractor shall be responsible for all transportation costs required to perform the services including providing its own trucks and vehicles that shall be licensed for use on public streets. All Contractor personnel operating the vehicles shall possess a valid driver’s license and be able to operate a motor vehicle.

Contractor shall be responsible for disposal, and cost thereof, of all roofing debris and materials removed.

Payment. The Contractor shall accept payment via purchase order and check.

D. Special Terms and Conditions

Confidential/Proprietary Information. Any Contractor awarded a Contract as a result of this ITB will treat as confidential all the College's information in its possession and will take precautions to not reproduce, copy, duplicate, disclose or in any way treat the information supplied by the College in any manner except as specified by this agreement. Any successful Contractor agrees to exercise extreme caution and discretion in safeguarding the College's information and materials.

Prevailing Wage Rates. The Contract may be amended as necessary to provide for payment adjustments to reflect changes in the Oregon Prevailing Wage Rate should that rate apply. Rate adjustments will be no more frequently than every six months, but no increase or decrease shall exceed the percentage change in the rate published by the Oregon Bureau of Labor and Industries.

All workers under any Contract shall be paid not less than the wage rate established under the Oregon Prevailing Wage Rate Law, Area 2 for any work performed under this Contract that is \$50,000 or greater, or when performing work on a project where the total project cost is \$50,000 or greater.

When the Oregon Prevailing Wage rate requirements govern, the Contractor shall comply fully with ORS 279C.800 to 279C.870, which provides in part for the payment of prevailing wage rates, including fringe benefits, as determined by the Commissioner of the Bureau of Labor and Industries, and the posting of the applicable prevailing wage rates at the job site, payroll certification requirements, and other provisions.

If either the Oregon Prevailing Wage rate or the Federal Davis-Bacon Act is in effect for a project, prevailing wage statements are to accompany any Application for Payment.

Time for Performance. Time is of the essence in the performance of this Contract.



UMPQUA
Community College

EXHIBIT C BID RESPONSE FORM

ITB-OBS-ROOF-2024-1 Roofing-Sue Shaffer Learning Commons
& Library

Closing Date: Wednesday, April 27, at 2:00 pm, Local Time

I, the undersigned, an authorized representative of _____
(Company Name)

whose address is _____
(Number and Street) (City and State) (Zip)

have read and thoroughly understand the ITB Solicitation Document issued by Umpqua Community College for furnishing the Work required by ITB-OBS-Roof Replacement UCC Learning Commons & Library.

Acting on behalf of my firm, which is listed above, I do attest that the services offered by us meets Umpqua Community College's specifications in every respect except those described on the attached list of "Exceptions." We attach listing of Exceptions: **Yes** (*A "Yes" response indicates Exceptions to the Specifications have been taken and have been attached and indicated as such.*)

Pursuant to ORS 279C.365(1)(g), if a project performed under this Contract is for a public works project subject to the state prevailing rates of wage under ORS 279C.800 to 279C.870, the federal prevailing rates of wage under the Davis-Bacon Act (40 U.S.C. 3141 et seq.) or both the state and federal prevailing rates of wage, no bid/offer will be received or considered by the contracting agency (Umpqua Community College), unless the bid/offer contains a statement by the bidder as a part of its bid that the provisions of ORS 279C.838 or 279C.840 or 40 U.S.C. 3141 et seq. will be complied with.

Mandatory Requirement: Bidder must acknowledge and agree by checking the box and initialing this statement.

Yes , When applicable, Bidder hereby agrees to be bound by and will comply with the provisions of ORS 279C.838, ORS 279C.840 or 40 U.S.C. 3141 to 3148. **Bidder Initials** _____

We, therefore, offer and make this proposal to furnish the Roofing of the Sue Shaffer Learning Commons & Library at the lump sum price indicated hereon for the work required by the Solicitation Document:

Base Bid: \$ _____,_____,_____

Addenda

Bid acknowledges, agrees, and certifies to the following: If any Addenda are issued in connection with this ITB, Bidder has received and duly considered such Addenda, and has completed the blanks below identifying all Addenda issued, and acknowledging and agreeing to the terms of all such Addenda as those terms revise the terms, conditions, Plans and Specifications of this ITB.

Receipt of addenda is hereby acknowledged as follows.

<u>Addendum No.</u>	<u>Date of Addendum</u>
_____	_____
_____	_____
_____	_____

Oregon Business Registration

Oregon law requires people and businesses transacting business in Oregon under an assumed name to register it as a public record with the Oregon Secretary of State. Please indicate your business' current registration type with an "X" in the appropriate space:

- Corporation Professional Corporation Partnership Limited Partnership
- Limited Liability Company Limited Liability Partnership Sole Proprietorship
- Other _____

Registration No. _____

Oregon Reciprocal Preference Law

(ORS 279A.120): In compliance with ORS 279A.120, each bidder must state in its proposal whether it is a resident or non-resident bidder. **Bids that fail to provide this information will be considered nonresponsive and will be rejected.**

Definition of Resident Bidder

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."

Definition of Non-Resident Bidder A bidder who is not a resident bidder as defined above. Indicate by an "X" in the appropriate space whether you are an Oregon resident bidder or non-resident bidder:

Oregon Resident Bidder **Non-Resident Bidder:**

If a non-resident bidder, indicate the state where the bidder resides and the % discount given by that state:

State: _____ **Preference Discount (percentage):** _____ %

The preference discount listed must be specifically for the type of product work or service bid. In determining the lowest responsible bidder, this percentage will be added to bids of non-resident bidders that are given a preference discount.

The laws of the State of Oregon governing public improvement contracts and public contracts may be obtained from the following website: @ https://www.oregonlegislature.gov/bills_laws/pages/ors.aspx.

State of Oregon Construction Contractor’s Board Requirements

Bidders shall be licensed with the CCB prior to bidding on Public Improvement Contract(s). **Failure to comply with this requirement shall result in Bid rejection.**

All subcontractors participating in the project shall be similarly registered with the CCB at the time they propose to engage in subcontract work. The CCB registration requirements apply to all public works contracts unless superseded by federal law.

Bidders shall provide their CCB (ORS Chapter 701) registration number and expiration date below:

CCB Registration No.: _____ **Expiration Date of CCB No.:** _____

Asbestos Abatement License

An asbestos abatement license under ORS 468A.710 will not be required of the Contractor or its subcontractors.

Joint Venture/Partnership Disclosure

The Bidder shall disclose whether the Bid is submitted by either a partnership or joint venture.

Yes No If “yes,” Bidder shall provide the name/contact person for the partnership or joint venture.

Name: _____

Bids submitted by firms under “joint venture” arrangements or other multi-party agreements must submit a power of attorney delegating authority to one principal with authority to negotiate and execute any/all Contract documents resulting from negotiations/award of this Invitation to Bid and its subsequent Contract.

Signature

The Undersigned certifies that this Bid has been arrived at independently, without consultation, communication, collusion designed to limit independent bidding or competition, or agreement as to any matter relating to this Bid that would in any way interfere with fair competition except as otherwise stipulated by Oregon Statute.

We, therefore, offer and make this proposal to furnish, F.O.B. Umpqua Community College, freight prepaid, (Bidder pays freight charges, Bidder bears freight charges, Bidder owns goods in transit, Bidder files any claims), at the prices indicated hereon for the work required by the Solicitation Document for the Project.

It is understood that the Bidder, before signing his/her Bid, has made a careful examination of the plans, specifications, and character of work required; that he/she has made a careful examination of the location and condition of the work, verified all measurements at the job site, and sources of supply of materials.

The Undersigned certifies that prices submitted herein have been arrived at in an entirely independent and lawful manner by the Bidder without consultation with other Bidders or potential Bidders or foreknowledge of the prices to be submitted in response to this solicitation by other Bidders or potential Bidders on the part of the Bidder, its officers, partners, owners, providers, representatives, employees or parties in interest, including the affiant.

The College will in no case be responsible for any loss for any unanticipated costs which may be suffered by the Contractor as a result of the Contractor's failure to fully inform himself/herself in regard to all conditions pertaining to the completion of the Contract.

The undersigned and each person signing on behalf of the Bidder certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of the Umpqua Community College Board of Education or College officer, employee, or person whose salary is payable in whole or in part by Umpqua Community College, has a direct or indirect financial interest in the award of this Bid, or in the services to which this Bid relates, or in any of the profits, real or potential, thereof, except as noted otherwise herein.

Bidder represents by submitting its Bid that it will comply with all statutes, regulations, executive orders, and College policies as are hereby incorporated by reference.

I have read and understood the Solicitation Documents and agree to abide by and fulfill its requirements if awarded the Contract as a result of this Bid.

Bidder (Entity's name): _____

DBA (if any): _____

Authorized Signature: _____ **Date:** _____

By (print name): _____ **Title:** _____

Bidder Address: _____

(Number & Street)

(City)

(State)

(Zip Code)

Phone Number: _____ **Fax Number:** _____

E-Mail Address: _____