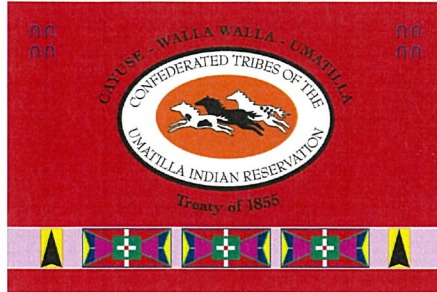


# BIDDER'S PACKET



## CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION

### HOUSING OFFICE ACCESS IMPROVEMENTS

**2023**



## TABLE OF CONTENTS

### Bidder's Packet

PAGE  
1 to 6

Bid Form

Bid Bond

Bidder's Performance and Payment Bond Statement

Bidder's Certification Statement as Required by Certain Oregon Revised Statutes (ORS)

First-Tier Subcontractor Disclosure Form

## **BID FORM**

Confederated Tribes of the Umatilla Indian Reservation

Housing Office Access Improvements - 2023

## TABLE OF CONTENTS

|  | Page |
|--|------|
| ARTICLE 1 – Bid Recipient .....            | 1    |
| ARTICLE 2 – Bidder’s Acknowledgements..... | 1    |
| ARTICLE 3 – Bidder’s Representations ..... | 1    |
| ARTICLE 4 – Bidder’s Certification.....    | 2    |
| ARTICLE 5 – Bid Schedule .....             | 3    |
| ARTICLE 6 – Attachments to this Bid.....   | 5    |
| ARTICLE 7 – Defined Terms .....            | 5    |
| ARTICLE 8 – Bid Submittal.....             | 5    |

## **ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to:

**Confederated Tribes of the Umatilla Indian Reservation  
Public Works Department  
46411 Timine Way  
Pendleton, Oregon 97801**

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

## **ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS**

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

## **ARTICLE 3 – BIDDER’S REPRESENTATIONS**

3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, including Addenda issued by the Engineer.
- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder’s safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid

and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### **ARTICLE 4 – BIDDER’S CERTIFICATION**

##### **4.01 Bidder certifies that:**

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
  - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
  - 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.



## ARTICLE 5 – BID SCHEDULE

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s) indicated on the Bid Schedule.

| NO.                         | ITEM   | UNIT | UNIT PRICE | AMOUNT    | TOTAL PRICE  |
|-----------------------------|--|------|------------|-----------|--------------|
| 1.                          | Mobilization/Demobilization (not to exceed 10% of Total Bid Price) | LS   | XXX        | All Req'd | _____        |
| 2.                          | Temporary Protection and Direction of Traffic/Project Safety       | LS   | XXX        | All Req'd | _____        |
| 3.                          | Erosion and Sediment Control                                       | LS   | XXX        | All Req'd | _____        |
| 4.                          | Removal of Structures and Obstructions                             | LS   | XXX        | All Req'd | _____        |
| 5.                          | Earthwork  | LS   | XXX        | All Req'd | _____        |
| 6.                          | Base Rock  | TON  | _____      | 325       | _____        |
| 7.                          | Asphalt Concrete Pavement (ACP)                                    | TON  | _____      | 110       | _____        |
| 8.                          | Concrete Curb  | LF   | _____      | 250       | _____        |
| 9.                          | Concrete Sidewalk  | SF   | _____      | 2,200     | _____        |
| 10.                         | Additional for Curb Ramp   | EA   | _____      | 2         | _____        |
| 11.                         | Metal Handrail   | LF   | _____      | 90        | _____        |
| 12.                         | Permanent Striping, Marking, and Signing                           | LS   | XXX        | All Req'd | _____        |
| 13.                         | Parking Bumper   | EA   | _____      | 17        | _____        |
| 14.                         | Catch Basin  | EA   | _____      | 2         | _____        |
| 15.                         | Storm Drain Pond   | LS   | XXX        | All Req'd | _____        |
| 16.                         | 8-inch Polyvinyl Chloride Storm Drain Pipe                         | LF   | _____      | 160       | _____        |
| <b>TOTAL BASE BID PRICE</b> |  |      |            | <b>\$</b> | <b>_____</b> |

The Work items listed below may be added to the Base Bid at the option of the Owner. Refer to "Instructions to Bidders." Additive Alternatives will be added as a unit in the order listed.

| NO.                                    | ITEM                                     | UNIT | UNIT PRICE | AMOUNT    | TOTAL PRICE  |
|--|--|------|------------|-----------|--------------|
| <b>ADDITIVE ALTERNATIVE A</b>          |  |      |            |           |              |
| 4.                                     | Removal of Structures and Obstructions   | LS   | XXX        | All Req'd | _____        |
| 6.                                     | Base Rock                                | TON  | _____      | 110       | _____        |
| 7.                                     | ACP                                      | TON  | _____      | 45        | _____        |
| 8.                                     | Concrete Curb                            | LF   | _____      | 160       | _____        |
| 12.                                    | Permanent Striping, Marking, and Signing | LS   | XXX        | All Req'd | _____        |
| 13.                                    | Parking Bumper                           | EA   | _____      | 8         | _____        |
| <b>SUBTOTAL ADDITIVE ALTERNATIVE A</b> |  |      |            | <b>\$</b> | <b>_____</b> |

| NO.                                    | ITEM                                   | UNIT | UNIT PRICE                  | AMOUNT    | TOTAL PRICE                           |
|--|--|------|-----------------------------|-----------|---------------------------------------|
| <b>ADDITIVE ALTERNATIVE B</b>          |  |      |                             |           |                                       |
| 4.                                     | Removal of Structures and Obstructions | LS   | <u>XXX</u>                  | All Req'd | <u>                    </u>           |
| 6.                                     | Base Rock                              | TON  | <u>                    </u> | 30        | <u>                    </u>           |
| 7.                                     | ACP                                    | TON  | <u>                    </u> | 10        | <u>                    </u>           |
| 9.                                     | Concrete Sidewalk                      | SF   | <u>                    </u> | 230       | <u>                    </u>           |
| 10.                                    | Additional for Curb Ramp               | EA   | <u>                    </u> | 1         | <u>                    </u>           |
| <b>SUBTOTAL ADDITIVE ALTERNATIVE B</b> |  |      |                             |           | <b>\$ <u>                    </u></b> |

- 5.02 Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents. Time of Completion
- 5.03 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 5.04 Bidder accepts the provisions of the Agreement as to liquidated damages.



## ARTICLE 6 – ATTACHMENTS TO THIS BID

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

- A. Required Bid security;
- B. A completed First-Tier Subcontractor Disclosure Form (see instructions on the form).
- C. A completed and signed Bidder's Performance and Payment Bond Statement.
- D. A completed and signed Bidder's Certification Statement as required by certain Oregon Revised Statutes (ORS).

## ARTICLE 7 – DEFINED TERMS

7.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

## ARTICLE 8 – BID SUBMITTAL

Bidder is:                      An Individual                      A Partnership                      A Corporation                      Joint Venture  
**(Check correct designation.)**

BIDDER: *[Indicate correct name of bidding entity]*

---

By:

*[Signature]* \_\_\_\_\_

*[Printed name]* \_\_\_\_\_

*(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest:

*[Signature]* \_\_\_\_\_

*[Printed name]* \_\_\_\_\_

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

Submittal Date: \_\_\_\_\_

Address for giving notices:

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

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

Contact Name and e-mail address: \_\_\_\_\_

---

State Contractor License No. \_\_\_\_\_

Employer's Federal Tax ID No. \_\_\_\_\_

Bidder is an Indian-owned business or economic enterprise qualified by the Confederated Tribes of the Umatilla Indian Reservation Tribal Employment Rights office. ☐  
(check box if applicable)

*A Joint Venture requires the signature of all parties involved. Attach evidence of authority to sign.*

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**BID BOND**

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (*Name and Address*):

SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):

**Confederated Tribes of the Umatilla Indian Reservation  
Public Works Department  
46411 Timine Way  
Pendleton, Oregon 97801**

BID

Bid Due Date:

Description (*Project Name— Include Location*): **Confederated Tribes of the Umatilla Indian Reservation -  
Housing Office Access Improvements - 2023**

BOND

Bond Number:

Date:

Penal sum \_\_\_\_\_ \$ \_\_\_\_\_  
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

**BIDDER**

**SURETY**

\_\_\_\_\_  
Bidder's Name and Corporate Seal

\_\_\_\_\_  
Surety's Name and Corporate Seal

By:

Signature

Print Name

Title

Attest:

Signature

Title

By:

Signature (Attach Power of Attorney)

Print Name

Title

Attest:

Signature

Title

*Note: Addresses are to be used for giving any required notice.*

*Provide execution by any additional parties, such as joint venturers, if necessary.*



1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
  - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2 All Bids are rejected by Owner, or
  - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

## BIDDER'S PERFORMANCE AND PAYMENT BOND STATEMENT

\_\_\_\_\_, hereinafter referred to  
(Name of Contractor)

as Bidder, is submitting a Bid to the **Confederated Tribes of the Umatilla Indian Reservation** pursuant to the latter's Advertisement for Bids for the Project **Housing Office Access Improvements - 2023**.

Bidder certifies that if it is awarded the Contract, Bidder has the financial ability to obtain good and sufficient bonds issued by a surety to the Owner in sums equal to the amount of the Bid providing for the faithful performance of the Contract and payment of labor and materials.

The surety requested to issue the Performance and Payment Bonds will be

\_\_\_\_\_. Bidder hereby authorizes  
(Surety Company)

\_\_\_\_\_ to disclose any information  
(Surety Company)

to the Owner concerning Bidder's ability to supply Performance and Payment Bonds in the amount of the Contract.

\_\_\_\_\_  
Bidder

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



**BIDDER'S CERTIFICATION STATEMENTS AS REQUIRED BY**

**CERTAIN OREGON REVISED STATUTES (ORS)**

The Bidder, \_\_\_\_\_, certifies to the following:  
(Company Name)

- (1) Bidder is registered with the Oregon Construction Contractors Registration Board in accordance with ORS 701.035 through 701.055. The Bidder certifies that Registration Number \_\_\_\_\_ allows his/her company to perform Work on Public Works Projects and that this registration is current and valid. The Bidder further certifies that, if awarded the Contract, all Subcontractors performing Work will be registered with the Construction Contractors Registration Board in accordance with ORS 701.035 through 701.055 before the Subcontractors commence Work under the Contract (reference ORS 279C.365).
- (2) Bidder agrees to be bound by and will comply with the provisions of the Oregon Prevailing Wage Law (ORS 279C.800 through ORS 279C.870 and OAR 839-25) and, if applicable, the federal Davis-Bacon Act (40USC1371-1377), which provides for payment of not less than the applicable prevailing wage rate (state or federal, whichever is greater), including fringe benefits, the posting of wage rates on the jobsite, the furnishing of payroll certifications, and other requirements. In addition, the Bidder will comply with ORS 279C.520 and 279C.540 in the hours of employment and the payment of overtime.
- (3) Bidder is in compliance with State of Oregon tax laws in accordance with ORS 305.385.
- (4) Bidder, in accordance with ORS 279A.110, does not discriminate against minorities, women, or emerging small business enterprises in obtaining any subcontracts (reference ORS 279A.110).
- (5) Bidder is a [*Non-resident Bidder*] or [*Resident Bidder*] (**circle correct designation**) as defined in ORS 279A.120. "Resident Bidder" means a Bidder that has paid unemployment taxes or income taxes in the State of Oregon during the 12 calendar months immediately preceding submission of the Bid and has a business address in the State of Oregon (reference ORS 279C.365).
- (6) Bidder and Bidder's Subcontractors are not on the Oregon Construction Contractors Board list of corporations, partnerships, or other business entity of which the Contractor or Subcontractor is an owner, shareholder, or officer of the business or was an owner or officer of the business and who have been determined not to be qualified to hold or participate in a public contract for a public improvement.
- (7) Bidder has an employee drug testing program that meets state and federal standards (reference ORS 279C.505).

Bidder: \_\_\_\_\_  
(Signature)

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

Date: \_\_\_\_\_

Project: **Confederated Tribes of the Umatilla Indian Reservation -  
Housing Office Access Improvements - 2023**

**FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM**  
**(OAR 137-049-0360)**

**PROJECT NAME:** Confederated Tribes of the Umatilla Indian Reservation -  
Housing Office Access Improvements - 2023

**BID CLOSING:** Date: August 31, 2023 Time: 2:00 PM (Local Time)

**DISCLOSURE DEADLINE:** Date: August 31, 2023 Time: 4:00 PM (Local Time)

**BID OPENING:** Date: August 31, 2023 Time: 2:00 PM (Local Time)

This form must be submitted within two (2) working hours after the advertised Bid closing date and time, no later than the DISCLOSURE DEADLINE stated above. Working hours include the hours between 8 a.m. and 5 p.m.

List below the Name, Address, Type of Work Performed, Contact Name, and Telephone Number of each Subcontractor who will be furnishing labor or labor and materials that are required to be disclosed. Enter "NONE" if there are no Subcontractors who need to be disclosed. **(IF NEEDED, ATTACH ADDITIONAL SHEETS.)**

|    | NAME/ADDRESS | TYPE OF WORK PERFORMED | DOLLAR AMOUNT OF WORK | CONTACT NAME/ PHONE # |
|----|--------------|------------------------|-----------------------|-----------------------|
| 1) |              |                        |                       |                       |
| 2) |              |                        |                       |                       |
| 3) |              |                        |                       |                       |

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

- a) Five (5) percent of the total Contract Price, but at least \$15,000 (including all alternates). If the Dollar Value is less than \$15,000, do not list the Subcontractor above; or
- b) \$350,000 regardless of the percentage of the total Contract Price.

**FAILURE TO SUBMIT THIS FORM BY THE DISCLOSURE DEADLINE WILL RESULT IN A BID SUBMITTED BECOMING NON-RESPONSIVE, AND SUCH BIDS SHALL NOT BE CONSIDERED FOR AWARD!**

Form Submitted By (Bidder Name): \_\_\_\_\_

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

Form Submitted to Owner: **Confederated Tribes of the Umatilla Indian Reservation**

Person Designated to Receive Form: **Justin Northern, Public Works Director** Phone #: **(541) 429-7308**

Fax #: **(541) 276-3873**

Owner's Address: **Public Works Department, 46411 Timine Way, Pendleton, Oregon 97801**

**IT IS THE RESPONSIBILITY OF BIDDERS TO SUBMIT THIS DISCLOSURE FORM AND ANY ADDITIONAL SHEETS, WITH THE PROJECT NAME CLEARLY MARKED, BY THE SPECIFIED DISCLOSURE DEADLINE. SEE INSTRUCTIONS TO BIDDERS.**

**INSTRUCTIONS FOR  
FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM**

1. This form must be submitted within two (2) working hours of the advertised Bid closing date and time. (See disclosure deadline on Disclosure Form and location where form must be submitted.) Working hours include the hours between 8 a.m. and 5 p.m., excluding the noon hour.
2. This form may be submitted to the Owner by one of three means:
  - a. Include the completed form in the envelope containing the Bid, and note on the outside of the envelope that the form is included.
  - b. Submit the completed form to the Owner separately from the Bid, within the time required, to the address listed on the form.
  - c. Fax the completed form to the fax number shown on the form.
3. Reference ARTICLE 21 in the Instructions to Bidders for further instructions relative to this disclosure.

**NOTE:** It shall be the Bidder's sole responsibility to ensure the form is delivered to the Owner within the required deadline. The Owner assumes no liability for a malfunction of the Owner's equipment or for any other cause. The resulted failure of the Owner to receive the Disclosure Form due to fax problems or any other problem will not relieve the Bidder from meeting the deadline.