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**Invitation to Bid (ITB)**

**#TFFIP**

**CAREER TECHNICAL EDUCATION / DIESEL TECHNOLOGY BUILDING PROJECT**

**Issue Date: August 7, 2025**

**Close Date/Time: Prior to 2 pm, local time, August 28, 2025**

**Project Completion Date: July 2, 2026**

**Estimated Project Value: $1,000,000**

ITB # TFFIP, CTE / Diesel Technology Building Project

|  |  |
| --- | --- |
| **Issue Date:** | August 7th, 2025 |
|  |  |
| **ITB Coordinator:**  **SWOCC Project Manager**  **ITB Technical Contact:** | **Rachele Lyon, Vice President of Administrative Services / CFO**  Office: 541 888 7402  [rachele.lyon@socc.edu](mailto:rachele.lyon@socc.edu)  **Denise Russell, Administrative Assistant**  541-888-7206  denise.russell@socc.edu |
| **Design Consultant:** | **Pinnacle Engineering, Inc.**  Matt Keller, PE, GE, CSI  Office: 541-440-4871  [matt@pinnacleengineeringinc.com](mailto:matt@pinnacleengineeringinc.com) |
| **Pre-Bid Tour:**  **Q&A Period:** | **Monday August 12th, 2025, at 10:00 am PST**  Interested offerors are required to participate in a mandatory pre-bid meeting at the project site located on the Southwestern Oregon Community College Campus at 1988  Newmark Avenue, Coos Bay, OR 97420.  August 12th through August 18th at 3 pm PST, with all questions being answered and published by 5 pm PST August 19th. |
|  |  |
| **Bid Closing:** | *Prior to* 2 pm PST, August 28th, 2025. |
|  |  |
| **First Tier Subcontractor Disclosure Deadline:** | *Prior to* 4 pm PST, September 1st, 2025. (May be submitted with bid). |
| **Notice of Award:** | No later than close of business September 2nd, 2025. |
| **Submit Sealed Bids to:** | Southwestern Oregon Community College, Administrative Services, 512 Tioga Hall, 1988 Newmark Ave, Coos Bay, OR 97420. |
|  |  |
| **Bid Opening:** | Immediately following Bid Closing at Southwestern Oregon Community College, 1988 Newmark Ave, Coos Bay, OR 97420. |

**WARNING:** Hard copies of the entire Solicitation Document package, including all construction documents, attachments, and Exhibits, may be obtained by contacting Administrative Services. They are located at 512 Tioga Hall, 1988 Newmark Avenue, Coos Bay, OR 97420 and can be reached by phone at **541 888 7402**, with hours of operation of 8:00 AM – 5:00 PM Monday through Thursday. If obtaining this Solicitation Document from any other source, it is the Bidder’s responsibility to ensure that a full and complete set of the Solicitation Documents have been obtained. Any addenda or clarifications to this Solicitation Document shall be published on the College’s website on the Purchasing page: <https://www.socc.edu>, under Procurement: <https://mylakerlink.socc.edu/ICS/Administrative_Services/Free-form_Content.jnz> . It is the responsibility of each Bidder to check the College’s Procurement website for any information or addenda to this solicitation.

**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 Design Consultant at the e-mail addresses listed above. E-mail inquiries shall be identified in the subject line as: “**ITB #TFFIP CTE/Diesel Technology Building Project**”. 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 “Offers” or “Bids” in response to this ITB.

**For a disability-related accommodation, please contact Accessibility Services at 541-888-1578** It is the policy of Southwestern Oregon Community College and its Board that there will be no discrimination or harassment on the basis of race, religion, color, sex, age, national origin, ethnic origin, sexual orientation, gender identity, marital status, citizenship status, pregnancy and related conditions, family relationship, veteran’s status, disabilities, tobacco usage during work hours, whistle blowing, victim of domestic violence and genetic information in any educational programs, activities or employment. Persons having questions about equal opportunity/affirmative action should contact the College’s Accessibility Coordinator at 1988 Newmark Avenue, Coos Bay, OR 97420 or call 541 888 7402. To request this publication in an alternative format, please call 541 888 7402.

**EXHIBITS**

**Exhibit A Schematic Design Documents 80’x56’ Metal Building**

**Exhibit B Alternate Bid Option #1 Schematic Design Documents – 100’x56’ Metal Building**

**Attachment A Mandatory Requirements Checklist**

**Attachment B Bid Response Form**

**Attachment C First-Tier Subcontractor Disclosure Form**

**Attachment D Alternative Proposal Submission Form**

**Attachment E Related Acts Requirements**

**Attachment F Sample Agreement and General Conditions**

# General Information

# Accessing the Campus.

See Map at <https://www.socc.edu/wp-content/uploads/2023/01/Coos-Campus-Map-2023-Final.pdf> , for location to submit Bids.

Visitors may park in any spot in any lot in the slots marked with white paint. No parking permits are required. The spots located in SWOCC Parking Lot #2 are the closest to the Procurement Office and Tioga Hall.

## Definitions of Key Words

The term “College” throughout this solicitation means Southwestern Oregon Community College, and term “Bidder”, “Offeror” or “Respondent” means the Person or Firm that submits an offer in response to this solicitation.

“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 a 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 a 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. Bids should be prepared simply and economically, providing a straightforward, concise description of the Bidder’s capabilities to satisfy the requirements of the ITB. All materials should be secured by binding or insertion in a notebook. Emphasis should be on completeness, organization, and clarity of content.

## Multiple Submittals. Bidders may submit more than one ORIGINAL Bid; however, each alternative Bid must be presented as a complete Bid and will be evaluated independently of any other.

## Required Submittals/Bidder’s Checklist. For consideration, Bidder(s) shall return one ORIGINAL set of the submittals identified below. All documents must be clearly and distinctly typed or written with ink in the English language. No erasures are permitted. Mistakes must be crossed out and initialed in ink by the person signing the Bid, otherwise the interlineations may render the Bid non-responsive.

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:**

**☐ ATTACHMENT A – Mandatory Requirement Checklist**

**☐ ATTACHMENT B – Bid Response Form**

**☐ ATTACHMENT C – First Tier Subcontractor Form**

**☐ ATTACHMENT D – Alternative Proposal Submission Form**

**☐ References – at least three**

**☐ Request for Information / “Or Approved Equal” documentation**

## Addenda. Any addenda or clarifications to this Solicitation shall be published under the Request for Proposals subtitle located on the Southwestern Oregon Community College Procurement Department website at <https://mylakerlink.socc.edu/ICS/Administrative_Services/Free-form_Content.jnz> and on the Oregon Buys website. 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 Bids. Bids shall be firm and 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 a Bid are solely the cost of the Bidder.

## Bid Ownership. All Bids become the property of the College and will not be returned to the Bidder. Bids 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.

## 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, a Bidder may only explain or amplify what is already there; they may not supplement, change, alter, or correct the 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 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. The 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, make, 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.

# Project Information

## Applicable Specifications, Special Provisions and Equipment Specifications.

Exhibit A – Schematic Design Documents 80’x56’ Metal Building, SWOCC’s Career Technical Education / Diesel Technology Building Project.

Exhibit B – Alternative Option #1 Schematic Design Documents 100’x56’ Metal Building, SWOCC’s Career Technical Education / Diesel Technology Building Project.

The specifications that are applicable to the work on this Project is the 2025 edition of the “Oregon Standard Specifications for Construction”, as modified by the Special Provisions. All Sections in part 00100 apply, whether or not modified in the Special Provisions in their entirety.

## Description. As described in full detail in Exhibit A - Construction Documents, SWOCC’s Diesel Technology Building Project consists of demolition, site preparation and excavation followed by construction of a single story, 4,480 sq. ft., Pre-Engineered Metal Building (PEMB) comprised of 4 overhead door bays, 2 restrooms, covered outdoor work area, overhead crane system and the standard amenities.  The project will be comprised of new materials and does include connections to existing underground utilities.

The work will be performed on the designated site on the College Campus located at 1988 Newmark Ave, Coos Bay, OR 97420. Some work performed under the Contract may require coordination with other trades and/or a general contractor. **Exhibit A**- Construction Documents & Project Specifications are attached hereto and incorporated by this reference. If there is any conflict between Exhibit A and the Solicitation Documents, the College’s Solicitation Documents will supersede.

## Extra Work (Changes to Project Scope of Work)

*Excluding onsite verbal adjustments*, no claim for extra work will be considered or allowed unless the College’s Project Manager, i.e., Vice President of Administrative Services / CFO **Rachele Lyon**, or her designee have previously ordered such extra work and the Contractor has provided a written quotation for the extra work. The written quotation will include, at a minimum, the following:

1. A description of the project including a list of tasks and a project schedule.
2. The cost of labor including a breakdown of standard hours and, if applicable, overtime hours.
3. The cost of materials.

No extra work will begin prior to the Contractor receiving notification from the College to proceed. Notification may be verbal, hand written, or via an electronic method e.g. email or facsimile.

## Project Construction Requirements. This project has been designed through the Schematic Design phase prior to advertising. The selected General Contractor shall work together and coordinate with the Engineer of Record (Pinnacle Engineering, Inc.) through the design development and construction documents phase of the project. This will include identifying cost saving alternatives or value engineering measures to deliver a set of permit documents that meet the College’s budget constraints for the project.

The selected General Contractor will perform demolition of the existing building structure to be removed, demolition of the existing concrete burn pit and associated storage tank, site improvements, building construction to successfully meet the provided design and permits as required for the project which adequately satisfy the College’s Project Manager and Engineer of Record for all work.

Specifications referred herein are used to indicate the desired type, and/or construction, and/or operation. Where there is a brand name specified, it is the intention of the college to identify suitable level of quality and performance. The brand name specified does not preclude a respondent from presenting an approved equal. The words or equal contained herein however, are defined to include the need for approval of such items.

## Project Schedule

The anticipated Project Start Date (Notice to Proceed): **January 21, 2026**

Substantial Project Completion Date: **May 21, 2026**

Final Project Completion Date: **July 2, 2026**

## BOLI Requirements. This project is subject to Bureau of Labor and Industry (BOLI) or Department of Labor (Davis Bacon) wage requirements whichever is higher. All Contractors and Subcontractors shall comply with the provisions of ORS 279C.800 through 279C.870 relative to Prevailing Wage Rates and the appropriate accounting requirements. See Prevailing Wage Rate section for details.

## Apprenticeship Usage Requirements. Consistent with ORS 279C.533 which was amended and added to and made part of ORS chapter 279C by legislative action effective January 1, 2024, the requirements stated in Attachment C - Related Acts Requirements shall be in effect as part of this solicitation and subsequent contract.

## Engineer of Project. The Contractor will provide all required materials and equipment as detailed in the plan drawings and specifications. All Construction will be based on the engineered and approved drawings available to the Contractor at:

## Pinnacle Engineering, Inc.

## 4276 Old Highway 99 South

## Roseburg, OR 97471

## Exhibit A – Schematic Design Documents – 80’x56’ Metal Building. Provided by Pinnacle Engineering.

## Exhibit B – Alternative Option #1 Schematic Design Documents – 100’x56’ Metal Building. Provided by Pinnacle Engineering.

## “Or Approved Equal”.

## Any component name listed in the specifications with an “or approved equal” or an “or approved equivalent” designation shall establish the minimum requirements for quality, utility, durability, function, and purpose, as approved by the design engineer. Other components may be used in the construction of the project as long as they are equal to or better than the product components, and the product has been pre-approved in writing during the bidding process and the component named is not mandated pursuant to a brand name exemption.

Southwestern Oregon Community College, or its designee, shall determine, in its sole discretion, whether the product offered is an “approved equal” or “approved equivalent.”

# Special Terms and Conditions

## 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.”

## 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.

## Bid Bond. A Bid Bond, Surety Bond, Certified Check, Cashier’s Check, or irrevocable letter of credit issued by an insured institution, executed in favor of Southwestern Oregon 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.

## 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 Project Manager, i.e., Vice President of Administrative Services, Rachele Lyon or her 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.

The 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.

## Payment. The Contractor shall accept payment via purchase order and check. Bidders agree to SWOCC’s net-30 day pay structure.

## Invoices. Invoices will be submitted timely and with the required support documentation as required by SWOCC’s Office of Business Services and will include Prevailing Wage support documentation as required by BOLI.

## Recycled Products. Per ORS 279A.125, Respondents shall use recycled products to maximum extent economically feasible in the performance of the contract work set forth in this document.

## Performance Bond. The successful bidder shall promptly furnish a Performance Bond, which shall be an Oregon Public Works Contract Bond, in compliance with the requirements of Chapter 279C.380, Oregon Revised Statutes, in an amount equal to 100 percent of the cost of work, such bond to be written by properly qualified surety authorized to do business in the State of Oregon.

# First-Tier Subcontractor Disclosure Instructions and Forms

## First Tier Subcontractor Disclosure. Disclosure form (Attachment B) must be submitted either with the Bid submission or within 2 working hours after Bid Closing to rachele.lyon@socc.edu with “First-Tier Subcontractor Form – ITB-OBS-TFFIP” in the subject line no later than March 18, 2025 at 4:00 pm Local Time. Forms may be submitted with the offer. Forms submitted after the deadline will not be accepted.

## Pursuant to ORS 279C.370 and OAR 125-249-0360, Offerors are required to disclose information about certain first-tier subcontractors when SWOCC estimates the contract value for a Public Improvement to be greater than $100,000. Specifically, when the Contract amount of a first-tier subcontractor furnishing labor, or labor and materials, would be greater than or equal to: (i) 5% of the project Bid, but at least $15,000, or (ii) $350,000 regardless of the percentage, the Bidder must disclose the following information about that subcontract in its Bid submission or within two (2) working hours after the Bid Opening Date:

## • The subcontractor's name,

### • Dollar value and,

## • The category of work that the subcontractor would be performing.

## If the Offeror will not be using any subcontractors that are subject to the above disclosure requirements, the Offeror is required to indicate "NONE" on the Disclosure Form. Compliance with the disclosure and submittal requirements is a matter of responsiveness. Offers which are submitted by the Bid Opening Date, but for which the disclosure forms have not been made by one of the two (2) alternative deadlines, are not responsive and shall not be considered for Contract award.

# Prevailing Wage Rates

## 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 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.

The Contractor should reference the Bureau of Labor Industries (BOLI) Website, or contact them directly, for prevailing wage rate information using the “Prevailing Wage Rates for Public Works Contracts”, effective **January 5, 2025.**

# Solicitation Information and Submission Direction

## Solicitation Schedule. The following dates are proposed as a timeline for the solicitation process. This Schedule is tentative and subject to change.

|  |  |
| --- | --- |
| ITB Advertising on SWOCC’s Webpage/Oregon Buys | August 7, 2025 |
| Mandatory Pre-Bid Meeting – 10:00 am | August 12, 2025 |
| Deadline for Questions – 3:00 pm | August 18, 2025 |
| Deadline for ITB protest – 12:00 pm Noon | August 22, 2025 |
| Bid Due – 2:00 pm | August 28, 2025 |
| Notice of Intent to Award\* | September 2, 2025 |
| Deadline for Protests of Award – 12:00 pm Noon\* | September 8, 2025 |
| Board of Education Approval\* | October 20, 2025 |
| \*Tentative – dates tentative and subject to change. |  |

## Bid Submission. Submittals should be prepared simply, economically, and neatly. Special bindings, colored displays, and other similar accoutrements are not desired. Bids will not be evaluated on the aesthetics of the package.

One (1) original of the Bid as a digital copy limited to fifteen (15) pages, as well as all required documents listed under Bid Submission Requirements, are to be submitted via email **not later than 2:00 pm PDT, August 28, 2025**. Bids must be submitted by email subject line as follows: ITB No. TFFIP. Bids submitted by mail or hand delivery will not be accepted.

Receipt date and time will be electronic date of the email submission. It is the sole responsibility of the Offeror to have the Bid delivered to the College by the date and time specified in this solicitation.

**Any Bid received later than the specified date and time will not be accepted or considered.**

All Bids will be retained as property of the College. The bid must meet all legal requirements, be nondiscriminatory and provide for compliance with all applicable federal, state and local regulations (e.g., ADA, FLSA, EEO/AA.)

**Submittals shall include:**

**☐ ATTACHMENT A – Mandatory Requirement Checklist**

**☐ ATTACHMENT B – Bid Response Form**

**☐ ATTACHMENT C – First Tier Subcontractor Form**

**☐ ATTACHMENT D – Alternative Proposal Submission Form**

**☐ References – at least three**

**☐ Request for Information / “Or Approved Equal” documentation**

## Offeror References for Comparable Projects In Size And Scope. Offeror shall provide a list of at least three different project references of projects the Offeror has completed or worked on within the last five years of comparable size and scope. Only Contractors that have experience on projects similar in both size and complexity within the last five (5) years will be considered for this project.

Offerors will use their own form to supply their list of references. The list of three different project

references shall include the following information:

* Name of Project
* Project Location
* Project Date
* Scope of Work
* Firm Name for Contact Person #1
* Name of Contact Person #1
* Telephone Number for Contact Person #1
* E-mail address for Contact Person #1
* Firm Name for Contact Person #2
* Name of Contact Person #2
* Telephone Number for Contact Person #2
* E-mail address for Contact Person #2

The references are required to allow SWOCC to determine if the references are supportive of the Offeror’s ability to meet the requirements of this ITB.

The Offeror must provide references that can be contacted regarding the quality of workmanship and service provided to current and past customers.

SWOCC may postpone the award or execution of the contract after the announcement of the apparent successful Offeror in order to complete its investigation. SWOCC may reject a bid if the opinion of SWOCC overall reference responses indicate inadequate performance.

SWOCC will make three attempts to contact the references from the list provided by the Contractor.

Each reference contacted will be asked the same questions, including but not limited to the above factors, including: (1) quality of service; (2) delivery; (3) responsiveness to reported problems, including orders and billing; (4) how well the Contractor met the terms of the contract; and (5) whether the reference would choose to hire the Contractor again.

## Conditional Bids. Conditional Bids, or those which take exception to the specifications, will be considered non-responsive and may be rejected unless specified approval from the College is requested in writing by the respondent.

The College’s response to all such requests shall be in the form of an addendum and shall be provided to all interested parties. All College responses to requests for approved equals or clarifications shall create the same opportunity, restriction, clarification, etc. to all Respondents.

All Bids must be in strict compliance with the requirements and provisions of the Scope of Work specifications, including the provisions herein regarding approved equals or deviations.

# General Bidding Information

## Solicitation Review. Bidders must carefully review this document in its entirety and are responsible for knowing and understanding the terms and conditions included in or applicable to this solicitation. Unless defects, ambiguities, omissions, or errors are brought to the College’s attention by 3:00 pm on August 11, 2025, protests or appeals based on such defects, ambiguities, omissions, or errors received after issuance of the Notice of Intent to Award will not be favorably considered.

## ITB Protests. An Offeror may protest the procurement process or the solicitation document (“ITB Protest”) for a contract solicited under ORS 279B.055, 279B.060, and 279B.085 in accordance with this Section. Before seeking judicial review, an Offeror must file a written protest with the College and exhaust all administrative remedies. Protest deadlines stated on the cover page and solicitation schedule.

Extension of Closing. The College may extend Closing if it determines an extension is necessary to consider and respond to a properly filed Protest.

## Offer. Pursuant to Oregon Administrative Rule (OAR) 137-47-0310, a submission in response to this solicitation is the Bidder’s Offer to enter into a Contract. By signing and returning the Offer, Bidder acknowledges they have read, understand, and agrees to be bound by the terms and conditions contained in this document. The Offer is a “Firm Offer,” and must be held open by the Bidder for the College’s acceptance for a minimum of ninety (90) days. The College’s Award of a Contract constitutes acceptance of the Offer and binds the Bidder to the contract. The Bidder must not make an Offer contingent upon the College’s acceptance of any terms or conditions (including Specifications) other than those contained in this solicitation.

## Intent-to-Award Announcement. SWOCC reserves the right to announce its intent to award prior to formal Contract award by letter posted on OregonBuys as an attachment pursuant to ORS 279C.375. The Intent-to-Award Announcement shall serve as notice to all Offerors that SWOCC intends to make an award.

## Protest Of Intent-to-Award. Adversely affected or aggrieved Offerors shall have seven calendar-days from the date of the Intent-to-Award Announcement within which to submit in writing a protest to the Purchaser/SPC. 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 Offeror, the Offeror must claim to be eligible for the award of the Contract as the responsible Offeror submitting the lowest responsive Offeror and that any and all lower Offerors are ineligible to receive Contract award.

An actual Offeror who is adversely affected or aggrieved by the award of the Contract to another Offeror 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.

## Response To Intent-to-Award Protests. SWOCC will respond in writing to intent-to-award protests submitted by adversely affected or aggrieved Offerors. SWOCC may also respond to intent-to-award protests submitted by other Offerors for purposes of clarification. However, any response provided by SWOCC is not intended to, and shall not in and of itself constitute, confirmation that the Offeror is, in fact, adversely affected or aggrieved, and therefore, entitled to protest an intent to award, or that the protest was timely filed.

## Award. After the expiration of the seven calendar-day intent-to-award protest period, and resolution of all protests, SWOCC will proceed with final award. If SWOCC receives only one Bid, SWOCC may dispense with the intent-to-award protest period and proceed with award of a Contract.

## Commencement of Work. Contractor shall not commence Work under the Contract until the Notice to Proceed has been issued.