



Invitation For Bid 01/02-08

Purchasing Services

**HVAC Remodel
Second Floor North
Center Building**

ISSUE DATE: 8:00 a.m., Wednesday, December 5, 2001

MANDATORY PRE-BID MEETING: 10:00 a.m., Wednesday, December 12, 2001

BID SUBMITTAL DATE: 2:00 p.m., Wednesday, December 19, 2001

FIRST TIER SUBCONTRACTOR SUBMITTAL AND BID OPENING: 9:00 a.m., Thursday, December 20, 2001

All times local

SUBMITTAL AND BID OPENING LOCATION

LANE COMMUNITY COLLEGE
PURCHASING SERVICES DEPARTMENT, ROOM 110-A
4000 EAST 30TH AVENUE
EUGENE OREGON 97405-0640

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This document consists of 254 pages, 1 enclosed label and 18 30" x 42"- drawings)



Purchasing Services

INVITATION FOR SEALED BIDS 01/02-08

Sealed bids for Remodel of the HVAC System on the Second Floor North of the Center Building on the Main Campus of Lane Community College, will be accepted at the College's Purchasing Services Department, Campus Services Building, Room 110C, 4000 E. 30th Avenue, Eugene, Oregon 97405 until 2:00 p.m., Wednesday December 19, 2001. Bids will not be accepted after this hour and date.

The bids will be publicly read aloud at the College's Purchasing Services Department, Campus Services Building, Room 110, Lane Community College main Campus, 4000 E 30th Avenue, Eugene, Oregon at 9:00 a.m., Thursday December 20, 2000. First-Tier Subcontractor Disclosure Forms shall be submitted prior to the public bid opening at the address listed directly above.

The project generally consists of remodel work on the existing HVAC system and replacement of existing HVAC components with new components as specified at the Center Building, Second Floor, Lane Community College, 4000 E. 30th Avenue, Eugene, Oregon 97405. The project also includes coordination with all contractors working on site and with the contractor supplying and installing all the HVAC controls. A mandatory pre-bid conference will be held at the Conference Room #201, Campus Services Building at 10:00 a.m., Wednesday, December 12, 2001. A tour of the Site will follow. All Prime Bidders are required to attend. Interested Sub-Contractors and Suppliers are invited to attend. Bids will not be accepted from bidders who do not attend the pre-bid conference.

Copies of the all bid documents (project manual, drawings, and addenda) may be examined at the Eugene Builders Exchange, 860 McKinley, Eugene, OR 97402, (541) 484-5331. Supplementary information including Divisions 2 through 14 and Division 16 may be viewed at the Purchasing Services office mentioned above.

Bid specifications and documents may be obtained from the College's Purchasing Services Department (above address), Monday - Friday, from 8 a.m. to 5 p.m. A refundable \$50 deposit is required.

All bidders shall be registered with the State of Oregon Construction Contractors Board (CCB, ORS 701), in the appropriate classification to accomplish the work required, prior to the bid opening time and date set in this Invitation. Bids from bidders not registered with the CCB will not be considered.

No bid will be considered unless fully completed in the manner provided in the "Instructions to Bidders," upon the Bid Form provided and accompanied by a bid bond executed in favor of Lane Community College in an amount not less than ten percent (10%) of the total amount of the bid. Bid bond shall be forfeited as fixed amount of liquidated damages should the successful bidder fail or neglect to enter into a contract and provide suitable bonds for the faithful performance of the contracted work.

Contractor and subcontractors need not be licensed under ORS 468.883 for asbestos abatement.

No bid will be received or considered unless the bid contains a statement by the bidder as a part of its bid that the provisions of ORS 279.348 to ORS 279.365 (Prevailing Wage Rates) shall be complied with. Copies of these rates are incorporated into the bid documents.

All bids submitted shall be in sealed envelopes and plainly marked on the outside showing the name of the bidder and the Bid Number. The Mailing Label supplied with the bid package shall be used for this purpose.

All bids submitted shall contain a statement as to whether the bidder is a resident or non-resident bidder, as defined in ORS 279.029.

No bid may be withdrawn after the hour set for the opening thereof until the elapse of sixty (60) days from the bid opening.

The Board of Education of the College may waive any or all informalities and irregularities; may reject any bid not in compliance with all prescribed public procurement procedures and requirements; and may reject for good cause any or all bids upon a finding of the College that it is in the public interest to do so.

Lane Community College is an affirmative action/equal opportunity institution.

Dated this 5th day of December, 2001.

Lloyd Rain
Director of Purchasing Services

ISSUED: Wednesday, December 5, 2001

PUBLISHED: Eugene Register Guard and Daily Journal of Commerce
DATED: Sunday, December 9, 2001 Monday, December 10, 2001

POSTED: Lane Community College, Purchasing Services Website, <http://www.lanecc.edu/purch/bids.htm>
DATED: Tuesday, September 5, 2000

Instructions to Bidders

1) DEFINITIONS

- a) Bidding documents include the Advertisement for Bids, Instructions to Bidders, the Bid Form, and the proposed Contract Documents including any Addenda issued prior to receipt of Bids.
- b) All definitions set forth in the General Conditions of the Contract for Construction or in the contract documents are applicable to the Bidding Documents.
- c) Addenda are written or graphic instruments issued by the College prior to the execution of the Contract which modify or interpret the Bidding Documents, by additions, deletions, clarifications, or corrections. Addenda will become part of the Contract Documents when the Construction Contract is executed.
- d) A Bid is a complete and properly signed proposal to do the Work or designated portion thereof for the sums stipulated therein supported by data called for by the Bidding Documents.
- e) Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described as the Base Bid, to which Work may be added or deducted for sums stated in Alternate Bids.
- f) An Alternate Bid is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in project scope or materials or methods of construction described in the Bidding Documents is accepted.
- g) A Bidder is one who submits a Bid for a Prime Contract with the College for the Work described in the proposed Contract Documents.
- h) A Sub-Bidder is one who submits a bid to a Bidder for materials or labor for a portion of the Work.

2) BIDDER'S REPRESENTATIONS

Each Bidder by making his Bid represents that he has read and understands the Bidding Documents and his Bid is made in accordance therewith. He has visited the site and familiarized himself with the local conditions under which the work is to be performed. His bid is based upon the products, systems, and equipment described in the Bidding Documents without exceptions.

3) ADMINISTRATIVE RULES

All bidders are required to comply with the provisions of Oregon Revised Statutes and Board of Education of Lane Community College policies. Attention is directed to ORS 244, GOVERNMENT ETHICS; ORS 279, PUBLIC CONTRACTS AND PURCHASING; OAR Chapter 125, Division 300 to 360, PUBLIC CONTRACT EXEMPTIONS; AND OAR Chapter 137, Division 30 and 40, ATTORNEY GENERAL'S MODEL PUBLIC CONTRACT RULES MANUAL.

4) BIDDING DOCUMENTS, COPIES

- a) Bidders may obtain from the College, one (1) complete set of the Bidding Documents for the Deposit Sum stated in the Advertisement of Bids. The Deposit Sum will be refunded to Bidders who submit a bonafide Bid and return the Bidding Documents in good condition within ten (10) days after receipt of Bids. **Supplementary information including Divisions 2 through 14 and Division 16 may be viewed at the Purchasing Services office mentioned above.**

- b) The cost of replacement of any missing or damaged Documents will be deducted from the Deposit Sum.
- c) A Bidder receiving a Contract award may retain his Bidding Documents as one construction set and his Deposit Sum will be refunded.

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ADDITIONAL GENERAL CONTRACT CONDITIONS

The following contract conditions are hereby incorporated into the purchase resulting from the solicitation herein and become part of any agreement entered into by the College to procure the referenced materials and/or services regardless of other agreements which may be signed to facilitate the purchase. Where there are conflicting clauses, the following language shall prevail.

THIS AGREEMENT is entered into by and between Lane Community College, a community college district of the State of Oregon, hereinafter called **COLLEGE**, and the selected firm, hereinafter called **CONTRACTOR**.

In providing the equipment and services, it is understood and agreed that all conditions herein shall apply to all services rendered within the context of this invitation and resulting award.

1) CONTRACTOR STATUS

CONTRACTOR is engaged as an independent Contractor and shall be responsible for all federal and state taxes as applicable to this contract and the payments made therewith. Whether Contractor is a corporation, partnership, other legal entity, or an individual, Contractor is an independent Contractor. If Contractor is an individual, Contractor's duties will be performed with the understanding that Contractor is a self-employed person and has special expertise as to the services which Contractor is to perform and that Contractor is customarily engaged in the independent performance of the same and/or similar services for others. The manner in which the services are performed shall be controlled by Contractor; however, the nature of the services and the results to be achieved shall be specified by the College. Contractor is not to be deemed an employee or agent of College and has no authority to make any binding commitments or obligations on behalf of College except to the extent expressly provided herein.

2) CONTRACTOR EMPLOYMENT

CONTRACTOR will not be performing the subject work under the direct control of the College or any of its personnel.

3) REPORTING OF PAYMENTS

The College shall report the total amount of all payments to the CONTRACTOR including any expenses, in accordance with Federal Internal Revenue Service and State of Oregon Department of Revenue regulations.

4) ELIGIBILITY FOR PUBLIC ASSISTANCE OR SUPPORT

CONTRACTOR shall not be eligible for any Federal Social Security, State Worker's Compensation, Unemployment Insurance, or Public Employees' Retirement System benefits from subject contract payments, and CONTRACTOR shall be responsible for same as a self-employed individual/firm.

5) DISCRIMINATION

The Contractor agrees not to discriminate against any client, employee or applicant for employment or for services, because of race, creed, color, national origin, sex or age with regard to, but not limited to, the following: Employment upgrading, demotion or transfer; Recruitment or recruitment advertising; Layoffs or termination; Rates of pay or other forms of compensation; Selection for training; Rendition of services. It is further understood that any Contractor who is in violation of this clause shall be barred forthwith from receiving awards of any kind from the College, unless a satisfactory showing is made that discriminatory practices have terminated and that a recurrence of such acts is unlikely.

6) NEWS RELEASES

News releases by the contractor pertaining to the award of this system will be made only with the prior approval of the College.

7) OWNERSHIP OF WORK

All reports from the Contractor which result from this contract shall be the exclusive property of College and shall be delivered to the College upon completion of the work or the termination of this contract.

8) SUBCONTRACTING AND ASSIGNMENT

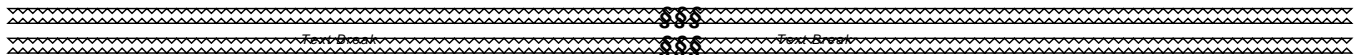
Contractor shall not subcontract its work under this contract, in whole or in part, without College's prior written approval. Contractor shall require any approved subcontractor to agree, as pertains to the portion subcontracted, to comply with all obligations specified in this contract. Notwithstanding College's approval of a subcontractor, Contractor shall remain obligated for full performance of this contract and College shall incur no obligation to any subcontractor. Contractor shall not assign this contract, in whole or in part, or any right or obligation hereunder, without College's prior written approval.

9) INSURANCE

Contractor shall maintain in force for the duration of this contract the insurance coverage specified below. Each policy required by these provisions shall be written as a primary policy, not contributing with or in excess of any coverage which College may carry. A copy of each policy or a certificate satisfactory to College shall be submitted to College prior to commencement of the work (this sentence applies only if Contractor is furnishing construction labor on LCC premises). Unless otherwise specified, each Certificate of Insurance shall show an insurance carrier licensed to do business in the State of Oregon and shall contain an endorsement entitling College to not less than 30 days prior written notice of any material change, non-renewal or cancellation.

The adequacy of all insurance required by these provisions shall be subject to approval by the College. Failure to maintain any insurance coverage required by this contract shall be cause for immediate termination of this contract by College.

The Certificate of Insurance called for in the paragraphs directly above, shall be executed on the form known as ACCORD - 25-S with supplemental attachment AIA Document G715, or equivalent, if computer generated.



Supplementary Conditions

1) GENERAL

a) These Supplementary General Conditions to the AIA Document A201, "**General Conditions of the Contract for Construction**," Fourteenth Edition (1987), contain modifications, deletions, and additions to certain articles of the AIA General Conditions and shall take precedence. Where any part of the AIA General Conditions is amended, voided, or superseded by the Supplementary

General Conditions, the unaltered provisions shall remain in effect.

2) ARTICLE 1, 1.2 EXECUTION, CORRELATION, AND INTENT

a) Add the following Subparagraphs 1.2.6 through 1.2.9:

- 1.2.6 If work is required in a manner to make it impossible to produce first class work or should discrepancies appear among Contract Documents, request interpretation before proceeding with work. If Contractor fails to make such request, no excuse will thereafter be entertained for failure to carry out work in satisfactory manner.
- 1.2.7 Reference to Code and Standard Specifications mean and intend latest edition of such specifications published and/or adopted at date of invitation to submit bid. Where brand name materials are specified and no installation instructions given herein, Contractor shall install same to specifications and instructions, latest edition of manufacturer.
- 1.2.8 No provision of any reference standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of Owner, Contractor, or Architect, or any of their consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to Architect, or any of Architect's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provision of the Contract Documents.
- 1.2.9 Sections of Division 1-General requirements govern the execution of all sections of the specifications.

3) ARTICLE 2, 2.1 DEFINITION

a) Add the following Subparagraph 2.1.3:

2.1.3 The Owner or "College" is defined as:

Lane Community College
4000 East 30th Avenue, Eugene, Oregon 97405
(541) 747-4501

4) ARTICLE 2, 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

a) Delete Subparagraph 2.2.5 and substitute the following:

2.2.5 The Contractor will be furnished free of charge up to five (5) copies of Drawings and Project Manuals. These include sets submitted to Agency having jurisdiction for plans review. Additional sets will be furnished at the cost of reproduction, postage and handling.

Empty rectangular box at the top of the page.

Bid Form Page 1 of 3 -----> Bidder's Signature _____



Purchasing Services

**BID FORM !!! IFB 01/02-08
HVAC Remodel, Second Floor North, Center Building**

<-----ATTACH
BUSINESS CARD
HERE----->

BID SUBMITTAL : 2:00 p.m., Wednesday, December 19, 2001
SUBCONTRACTOR DISCLOSURE AND BID OPENING: 9:00 A.m., Thursday, December 20, 2001

All Times Local

Lane Community College
Purchasing Services Department, Building #7
Campus Services Building, Room 110-A
Lane Community College
4000 East 30th Avenue, Eugene, Oregon 97405

EXCEPTIONS & RESIDENCY

Are there **exceptions** to this bid? YES _____ NO _____

Is the Bidder a **resident bidder**? YES _____ NO _____

Exceptions to any of the specifications or requirements shall be noted in writing, and attached to this Bid Form when submitted. By taking exceptions and clearly stating them in writing on a separate sheet of paper headed **Exceptions** and showing the solicitation number and the Bidder's Name, and by offering alternates to replace the excepted requirements with clear pricing options corresponding to each exception taken, the Bidder may still compete in the bid. The College shall be the sole judge of the acceptability of any exceptions attached to this bid form. In the absence of exceptions, the bid shall be for all items precisely as specified.

Resident bidder, per ORS 279.029, means a Bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated on this Bid form that the Bidder is a "resident bidder".

Bid Form Page 2 of 3 ----->

Bidder's Signature _____

ADDENDA ACKNOWLEDGMENT

The Bidder hereby acknowledges receipt of the following Addenda related to the subject bid documents (circle all received)-----:

/ NONE / 1 / 2 / 3 / 4 / 5 / 6 / 7 / 8 / 9 / 10 /

BID PRICING

Base Bid \$ _____ (Numerals)

_____ (Text)

Alternate 1 Bid *(not assigned at this time, may be assigned by addendum)*

\$ _____ (Numerals)

_____ (Text)

Alternate 2 Bid *(not assigned at this time, may be assigned by addendum)*

\$ _____ (Numerals)

_____ (Text)

If Notice to Proceed is issued not later than February 1, 2002, all work specified herein shall be completed not later than

_____ (State Completion Date)

Note: Completion date shall not be later than May 1, 2002.

Bid Form Page 3 of 3 ----->	Bidder's Signature _____
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The undersigned hereby submits this **Bid** to furnish all materials and services as indicated and agrees to be bound by the following documents: Invitation for Bids (entire IFB document), Bid Form and associated submittals, exceptions which are acceptable to the College, and any approved amendments.

CERTIFICATIONS

Non-Collusion

The undersigned Bidder hereby certifies that it, its officers, partners, owners, agents, representatives, employees and parties in interest, including the affiant, has not in any way colluded, conspired, connived or agreed, directly or indirectly, with any other bidder, potential bidder, firm or person, in connection with this solicitation, to submit a collusive or sham bid, to refrain from proposing, to manipulate or ascertain the price(s) of other bids or potential bids, or to secure through any unlawful act an advantage over other bidders or the college.

The 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, agents, representatives, employees or parties in interest, including the affiant.

Conflict Of Interest

The undersigned Bidder 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 Lane Community College Board of Education or college officer, employee, or person, whose salary is payable in whole or in part by Lane Community College, has a direct or indirect financial interest in the award of this Project, or in the services to which this Bid relates, or in any of the profits, real or potential, thereof.

SIGNATURE BLOCK

Bidder Is a: Corporation/Partnership/Individual (Circle One).

Company Name:

Mailing Address:

City/State/Zip:

Telephone Number:

Facsimile Number:

E-Mail Address:

CCB Registration Number:

CCB License Type: **Expiration Date**

Years in business under current business name

Federal I.D. Number: (or Social Security Number if not a Corporation)

Signer's Name (Printed):

Signer's Title:

Signature: **Date:**

END OF DOCUMENT

NOTE: Submit Bid FORM and necessary attachments only. Retain all other pages for your records.