

LANE COMMUNITY COLLEGE

INVITATION FOR BID

IFB 91/92-04

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*LEASE OF A MODULAR*  
*PREFABRICATED*  
*CHILD CARE UNIT*

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ISSUE DATE: MONDAY, JULY 8, 1991, 9:00 AM

CLOSING DATE: TUESDAY, AUGUST 6, 1991, 2:00 PM

SUBMITTAL LOCATION

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

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Drawings (11" x 17")	Two Sheets (Attached)
Mailing Label	Enclosure

L A N E   C O M M U N I T Y   C O L L E G E

**INVITATION FOR SEALED BIDS**

**BID NUMBER 91/92-04**

Bids for Lease of a Modular (prefabricated) Child Care Unit will be accepted by the College's Purchasing Services Department, Lane Community College, Campus Services Building, Room 110-A, 4000 E. 30th Avenue, Eugene, Oregon 97405 until 2:00 P.M., Tuesday, August 6, 1991. Bids will be opened immediately thereafter and publicly read aloud. Bids will not be accepted after this hour and date.

The project generally consists of providing a modular (prefabricated) building for use as a Child Care Center on a lease basis, although the College may purchase the unit outright at any time. The modular building shall be installed on the grounds of Lane Community College, 4000 E. 30th Avenue, Eugene, Oregon, by the successful bidder but service connections (electrical and plumbing) shall be done by the College. The College will also provide specialty stairs and ramps exterior to the prefabricated unit.

Copies of the bid specifications and documents are on file and may be obtained free of charge at the Purchasing Services Department, Lane Community College, 4000 E. 30th Avenue, Eugene, Oregon 97405 or by calling 503/726-2208.

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.

Bid and performance securities are not required. The successful bidder shall comply with all Oregon Statutes and Regulations including the requirement for registration with the Construction Contractors Board where applicable.

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No bid may be withdrawn after the date and time set for opening of bids until the elapse of sixty (60) calendar days thereafter.

The Board of Education of Lane Community College may waive any or all informalities and irregularities, may reject any bid not in compliance with all prescribed public procurement procedures, 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.

Dated this Third day of July, 1991,

Lloyd Rain  
Director, Purchasing Services

Published by: Daily Journal of Commerce  
Date: July 15, 1991

Published by: The Eugene Register Guard  
Date: July 8, 1991

Posted at: Lane Community College  
Date: July 3, 1991

## SCOPE

The Contractor shall provide to the College one modular (prefabricated) building for use as a Child Care Center on a lease basis, month to month, although the College may purchase the unit outright at any time. The College may also choose to terminate the lease anytime after the sixth lease month by giving thirty calendar days' notice of the College's intent to terminate. Upon termination the contractor shall remove the building within thirty calendar days of the date of the termination notice. The modular building shall be installed on the grounds of Lane Community College, 4000 E. 30th Avenue, Eugene, Oregon, by the Contractor but service connections (electrical and plumbing) exterior to the modular structure shall be done by the College. The College will also provide specialty stairs and ramps exterior to the prefabricated unit.

The bid form is prepared such that the bidder shall provide the total selling price of the unit, the monthly lease payment, the penalties for early termination of lease for each of the last thirty months (should the college choose to discontinue the lease before 36 months have elapsed), and the payout for each of the last thirty months (should the College choose to purchase the unit at any time during the course of the lease). Each of these options on the bid form shall be filled in completely or the bid may be ruled non-responsive.

## INSTRUCTIONS TO BIDDERS

### 1) DEFINITION OF PARTIES

Hereinafter Lane Community College shall be referred to as "College" or "LCC," persons, firms, agencies, partnerships or companies submitting responses to this invitation shall be referred to as "Bidders" or "Proposers," and the successful Bidder or Proposer to whom the work is awarded shall be referred to as "Contractor" or "Vendor" or "Supplier."

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### 15) RECOVERY OF COSTS IN EVENT OF TERMINATION

- (a) In the event of termination of any contract resulting from this solicitation by the College

because of a breach by Contractor, the College may complete the work by contract with another appropriately qualified firm. Contractor shall be liable to College for any costs or losses incurred by College arising out of or related to the breach, including costs incurred in selecting other Contractors, time-delay losses, attorney fees and the like, less the remaining unpaid balance of the consideration provided in this contract.

- (b) The College may withhold payment of sums due Contractor for work performed to the date of termination until College's costs and losses have been determined, at which time the College may offset any such amount due Contractor against the costs and losses incurred by the College.

**16) CONDITION OF EQUIPMENT**

- (a) All equipment, components, fittings and materials furnished within the context of this procurement shall be new, never before sold to any end user, and never before used except for the purpose of testing, initial assembly or "breaking in." This paragraph includes construction materials, interior finishes, mechanical/electrical equipment and all peripherals.

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**END OF SECTION**

Bid Form Page 1 of 5 -----> Bidder's Signature \_\_\_\_\_

LANE COMMUNITY COLLEGE

**BID FORM !!! IFB 91/92-04**

**LEASE OF A MODULAR CHILD CARE UNIT**

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

**BID OPENING: 2:00 P.M., Tuesday, August 6, 1991**  
**Purchasing Services Department**  
**Campus Services Building Room 110-A**  
**Lane Community College**  
**4000 East 30th Avenue, Eugene, OR 97405**

The undersigned hereby proposes to enter a contract, and if selected, agrees to accept an order from Lane Community College, Eugene, Oregon to furnish all materials and labor in accordance with this Invitation For Bid identified as LCC 91/92-04 and all associated bidding documents for the sum(s) shown below and the associated conditions stated herein.

**EXCEPTIONS & RESIDENCY**

Are there exceptions to this bid?

**YES** \_\_\_\_\_ **NO** \_\_\_\_\_

Is the Bidder resident bidder as defined in ORS 279.029?

**YES** \_\_\_\_\_ **NO** \_\_\_\_\_

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

Bid Form Page 2 of 5 ----->

Bidder's Signature \_\_\_\_\_

**COMPLETION DATE**

If the contract for the work specified herein is awarded on August 14, 1991 can your firm have the specified structure substantially installed by December 1, 1991 with occupancy permit granted and beneficial use by the College?

YES \_\_\_\_\_

NO \_\_\_\_\_

If "NO," by what date can you guarantee complete installation if the contract is awarded on August 14, 1991?

INSTALLATION DATE \_\_\_\_\_

**PURCHASE PRICE**

Provide Modular Child Care Unit, as specified, on the basis of a one-time purchase for the amount of---

**\$ \_\_\_\_\_ Total Price**

payable in full within ten calendar days of installation completion, occupancy permit approval and beneficial use having been turned over to the College.

**LEASE PAYMENT**

Provide Modular Child Care Unit, as specified, on the basis of a three-year (36-month) lease with thirty-six (36) equal monthly payments of---

**\$ \_\_\_\_\_ Per Month**

payable on the tenth day of each month beginning on the month following the date that installation is complete, occupancy permit is granted and the College has beneficial use of the installation.

Bid Form Page 3 of 5 -----> Bidder's Signature \_\_\_\_\_

**EARLY TERMINATION PAYMENT SCHEDULE**

Show below the complete payment necessary, in addition to all monthly lease payments prior to the termination month, in order for the lease to be terminated, the structure to be removed by the Contractor, and no further monies to be owing by the College to the Contractor.

<u>LEASE MONTH</u>	<u>TERMINATION PAYMENT</u>
7	-----> _____
8	-----> _____
9	-----> _____
10	-----> _____
11	-----> _____
12	-----> _____
13	-----> _____
14	-----> _____
15	-----> _____
16	-----> _____
17	-----> _____
18	-----> _____
19	-----> _____
20	-----> _____
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30	-----> _____
31	-----> _____
32	-----> _____
33	-----> _____
34	-----> _____
35	-----> _____
36	-----> _____

Bid Form Page 4 of 5 -----> Bidder's Signature \_\_\_\_\_

**PURCHASE OPTION SCHEDULE**

Show below the complete payment necessary, in addition to all monthly lease payments prior to the purchase month, in order for the College to purchase the structure specified herein.

<u>LEASE MONTH</u>	<u>PURCHASE PRICE</u>
7	-----> _____
8	-----> _____
9	-----> _____
10	-----> _____
11	-----> _____
12	-----> _____
13	-----> _____
14	-----> _____
15	-----> _____
16	-----> _____
17	-----> _____
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31	-----> _____
32	-----> _____
33	-----> _____
34	-----> _____
35	-----> _____
36	-----> _____

Bid Form Page 5 of 5 -----> Bidder's Signature \_\_\_\_\_

The undersigned hereby submits the foregoing Bid to furnish all material and labor as indicated and agrees to be bound by the following documents:

- Invitation for Sealed Bids**
- Instructions to Bidders**
- Specifications and all attachments**
- Bid Form**
- Terms and Conditions**
- Exceptions which are acceptable to the College.**

NOTE: Any exception to any of the specifications or requirements shall be noted in writing, and attached to this Bid when submitted. By taking exceptions and clearly stating them in writing on a separate sheet of paper headed "EXCEPTIONS" and showing the Bid Number and the Bidder/Proposer's Name, and by offering alternates to replace the excepted requirements, the Bidder/Proposer may still compete in the bidding. The College shall be the sole judge of the acceptability of any exceptions attached to this bid form.

COMPANY NAME: \_\_\_\_\_

COMPANY ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

FACSIMILE NUMBER: \_\_\_\_\_  
\_\_\_\_\_

FEDERAL I.D. NUMBER: \_\_\_\_\_  
(or Social Security Number if not a Corporation)

PROPOSER/BIDDER IS A: CORPORATION/PARTNERSHIP/INDIVIDUAL (circle one).

NAME (Printed): \_\_\_\_\_ DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

AFFIX CORPORATE SEAL ----->  
HERE (IF APPLICABLE) ----->



**NOTE: Submit BID FORM AND NECESSARY ATTACHMENTS ONLY.**

**Retain all other pages for your records.**