

# **BIDDER'S PACKET**

**Wasco County  
Hunt Park Redevelopment Project**

# BID FORM

*HUNT PARK REDEVELOPMENT PROJECT  
TEC WO# 13151*

## TABLE OF ARTICLES

<u>Article</u>	<u>Page No.</u>
Bid Recipient .....	1
Bidder's Acknowledgements .....	1
Bidder's Representations .....	1
Further Representations .....	2
Basis of Bid .....	2
Time of Completion .....	7
Attachments to this Bid .....	7
Defined Terms .....	7
Bid Submittal .....	7

**ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to:

**TENNESON ENGINEERING CORPORATION  
3313 West 2nd Street, Suite 100  
The Dalles, Oregon 97058**

No later than 2:00 p.m., Pacific Prevailing Time, on January 17, 2012, at the office of the Engineer. Immediately after this closing time, the Bids will be publicly opened and read aloud.

- 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.
- 1.03 The Bid shall be submitted in accordance with the Instructions for Bidders Article 15.
- 1.04 The time will be as indicated by the clock on the east wall of the room at the place where Bids are to be submitted.

**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 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of OWNER.
- 2.02 Bidder further states that provisions of the Oregon Prevailing Wage Rate laws (ORS 279C.800 through 279C.870) will be complied with.
- 2.03 Bidder further agrees to provide within two (2) working hours of Bid closing a disclosure of any first-tier subcontractors in accordance with ORS 279C.370, if total bid amount exceeds \$100,000.
- 2.04 Bidder further acknowledges that the OWNER may reject any Bid not in compliance with all prescribed public contracting procedures and requirements and may reject for good cause all Bids upon a finding of the OWNER that it is in the public interest to do so.
- 2.05 Bidder further acknowledges that a Bid for a public improvement contract may not be received or considered by the OWNER unless the Bidder is licensed by the Construction Contractors Board.
- 2.06 Bidder further acknowledges that this project does not require the Bidder to be licensed for asbestos removal (ORS 468A.720).

**ARTICLE 3 – BIDDER'S REPRESENTATIONS**

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

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

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

- C. Bidder is familiar with and is satisfied as to all federal, state and local 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 contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in SC-4.02, and (2) reports and drawings of Hazardous Environmental Conditions that have been identified in SC-4.06.
- E. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times 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 correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by ENGINEER is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- K. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.

#### **ARTICLE 4 – FURTHER REPRESENTATIONS**

4.01 Bidder further represents 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 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 sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.
- E. Bidder will be providing at least fifty percent (50%) of the labor and/or materials utilized in this project.

#### **ARTICLE 5 – BASIS OF BID**

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

## BID SCHEDULE

Item No.	Approx. Quantity	Description of Item	Unit Price	Total Amount
1.	Lump Sum	Provide all labor, equipment, and materials necessary to accomplish mobilization to jobsite, project management, temporary facilities, and cleanup, per plans and specifications, complete per lump sum @ _____ _____	Lump Sum	\$ _____
2.	Lump Sum	Provide all labor, equipment, and materials necessary to implement, inspect, maintain and modify, as necessary, erosion and sediment control measures, per plans and specifications, complete per lump sum @ _____ _____	Lump Sum	\$ _____
3.	Lump Sum	Provide all labor, equipment, and materials necessary to demolish and relocate existing structures and facilities as noted, per plans and specifications, complete per lump sum  @ _____ _____	Lump Sum	\$ _____
4.	Lump Sum	Provide all general excavation to design subgrade for project and onsite disposal of excess material, per plans and specifications, complete per lump sum @ _____ _____	Lump Sum	\$ _____
5.	1,036 cu yds	Provide 1-1/2"-0" dense graded base aggregate, per plans and specifications, complete per cubic yard @ _____ _____	\$ _____	\$ _____
6.	259 cu yds	Provide 3/4"-0" dense graded base aggregate, per plans and specifications, complete per cubic yard @ _____ _____	\$ _____	\$ _____
7.	624 sq yds	Provide pervious concrete and drainage base, per plans and specifications, complete per square yard @ _____ _____	\$ _____	\$ _____
8.	2,778 sq yds	Provide surface restoration and hydro-seeding and fertilizing of disturbed soil areas, per plans and specifications, complete per square yard @ _____ _____	\$ _____	\$ _____
9.	20 each	Provide picnic tables, per plans and specifications, complete per each @ _____ _____	\$ _____	\$ _____

<b>Item No.</b>	<b>Approx. Quantity</b>	<b>Description of Item</b>	<b>Unit Price</b>	<b>Total Amount</b>
10.	20 each	Provide fire rings, per plans and specifications, complete per each @ _____ _____	\$ _____	\$ _____
11.	Lump Sum	Provide paint striping and signage, per plans and specifications, complete per lump sum @ _____ _____	Lump Sum	\$ _____
12.	300 lft	Provide 12" HDPE French drain with drain rock and filter fabric, per plans and specifications, complete per lineal foot @ _____ _____	\$ _____	\$ _____
13.	4 each	Provide cap and mark ends of French drain, per plans and specifications, complete per each @ _____ _____	\$ _____	\$ _____
14.	746 lft	Provide 6" PVC sanitary sewer pipe with Class "B" backfill, per plans and specifications, complete per lineal foot @ _____ _____	\$ _____	\$ _____
15.	310 lft	Provide 6" PVC effluent sewer pipe with Class "B" backfill, per plans and specifications, complete per lineal foot @ _____ _____	\$ _____	\$ _____
16.	233 lft	Provide 3" pressure sewer pipe, with Class "B" backfill, per plans and specifications, complete per lineal foot @ _____ _____	\$ _____	\$ _____
17.	2 each	Provide 48" diameter manhole, per plans and specifications, complete per each @ _____ _____	\$ _____	\$ _____
18.	2 each	Provide cleanout to grade with lid, per plans and specifications, complete per each @ _____ _____	\$ _____	\$ _____
19.	20 each	Provide sanitary service and connection cover, per plans and specifications, complete per each @ _____ _____	\$ _____	\$ _____
20.	2 each	Provide 2,000 gallon septic tanks with risers, per plans and specifications, complete per each @ _____ _____	\$ _____	\$ _____

<b>Item No.</b>	<b>Approx. Quantity</b>	<b>Description of Item</b>	<b>Unit Price</b>	<b>Total Amount</b>
21.	Lump Sum	Provide lift station, valve pit, valves, piping, effluent pumps, controls, and alarm system, per plans and specifications, complete per lump sum @ _____ _____	Lump Sum	\$ _____
22.	1 each	Provide connection to existing onsite septic system, per plans and specifications, complete per each @ _____ _____	\$ _____	\$ _____
23.	788 lft	Provide 6" PVC potable waterline and 4" PVC irrigation waterline in common trench with Class "B" backfill, per plans and specifications, complete per lineal foot @ _____ _____	\$ _____	\$ _____
24.	251 lft	Provide 6" PVC potable waterline with Class "B" backfill, per plans and specifications, complete per lineal foot @ _____ _____	\$ _____	\$ _____
25.	6 each	Provide 6" gate valve, per plans and specifications, complete per each @ _____ _____	\$ _____	\$ _____
26.	9 each	Provide 4" gate valve, per plans and specifications, complete per each @ _____ _____	\$ _____	\$ _____
27.	2 each	Provide flushing hydrant assembly with auxiliary 6" gate valve, per plans and specifications, complete per each @ _____ _____	\$ _____	\$ _____
28.	22 each	Provide 3/4" water service assembly and piping, per plans and specifications, complete per each @ _____ _____	\$ _____	\$ _____
29.	1 each	Provide connection to existing water system with 6" gate valve, per plans and specifications, complete per each @ _____ _____	\$ _____	\$ _____
30.	3 each	Provide 2" blow-off assembly, per plans and specifications, complete per each @ _____ _____	\$ _____	\$ _____
31.	5 each	Provide cap, valve, and mark end of irrigation waterlines, per plans and specifications, complete per each @ _____ _____	\$ _____	\$ _____
<b>Item</b>	<b>Approx.</b>	<b>Description of Item</b>	<b>Unit Price</b>	<b>Total Amount</b>

No.	Quantity			
32.	6 each	Provide 2' square x 6" thick concrete pad at individual gate valves and blow off assemblies, per plans and specifications, complete per each @ _____ _____	\$ _____	\$ _____
33.	1 each	Provide 4' square x 6" thick concrete pad at individual tee'd valve assembly, per plans and specifications, complete per each @ _____ _____	\$ _____	\$ _____
34.	2 each	Provide 6' square x 6" thick concrete pad at tandem tee'd valve assemblies, per plans and specifications, complete per each @ _____ _____	\$ _____	\$ _____
35.	20 each	Provide 5' x 2' x 6" thick concrete pad at service utility stands, per plans and specifications, complete per each @ _____ _____	\$ _____	\$ _____
36.	Lump Sum	Provide electrical, communications, and CATV service, metering and distribution system in general conformance with plans and meeting the requirements of the National Electric Code, State of Oregon and Wasco Electric Co-op, per plans and specifications, complete per lump sum @ _____ _____	Lump Sum	\$ _____
37.	Lump Sum	Provide all labor, equipment, and materials necessary to accomplish dewatering as required, per plans and specifications, complete per lump sum @ _____ _____	Lump Sum	\$ _____
38.	20 cu. yds.	Provide rock excavation as described within the General Requirements, per plans and specifications, complete per solid volume cubic yard as determined by the ENGINEER @ _____ _____	\$ _____	\$ _____
<b>TOTAL BID</b>			<b>\$ _____</b>	

5.02 Unit Prices have been computed in accordance with Paragraph 11.03 of the General Conditions.

5.03 Bidder acknowledges that 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.

5.04 Bidder agrees and accepts that the OWNER may adjust any and all item quantities in excess of the limitations provided in Paragraph 11.03.D.1 of the Supplemental Conditions for purposes of award. This adjusted award will only be done to the lowest responsible responsive bidder based upon their total bid, which is to be used for comparison of bids. The purpose of this adjustment would be to fit within the budgetary constraints of the OWNER.

**ARTICLE 6 – TIME OF COMPLETION**

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07.B of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the Contract Times.

**ARTICLE 7 – ATTACHMENTS TO THIS BID**

- 7.01 The following documents are attached to and made a condition of this Bid:
  - A. Required Bid security
  - B. List of First-Tier Subcontractors (May be submitted within two (2) hours of Bid Closing via fax (541-296-6657) or by hand to Tenneson Engineering Corporation).
  - C. Affidavit of Non-Collusion
  - D. Completed and Signed Bid Form
- 7.02 The following certifications and forms should also be completed by the prospective Bidder:
  - A. A completed and signed Bidder’s Performance and Payment Bonds Statement
  - B. A completed and signed Bidder’s Certification Statement as required by certain Oregon Revised Statutes (ORS).
  - ~~C. ——— USDA Rural Development Attachments: NOT APPLICABLE~~
    - ~~1. ——— Attachment 2 — Compliance Statement, RD 400-6~~
    - ~~2. ——— Attachment 3 — Certification regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion — Lower Tier Covered Transactions, AD 1048~~
    - ~~3. ——— Attachment 4 — Certification for Contracts, Grants, and Loans, 1940 Q, Exhibit A-1~~
    - ~~4. ——— Attachment 5 — Disclosure of Lobby Activities, SF LLL~~

**ARTICLE 8 – DEFINED TERMS**

- 8.01 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 9 – BID SUBMITTAL**

9.01 This Bid submitted by:

If Bidder is:

An Individual

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)

*(Individual’s signature)*

Doing business as: \_\_\_\_\_

A Partnership

Partnership Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

A Corporation

Corporation Name: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

Type (General Business, Professional, Service, Limited Liability): \_\_\_\_\_

By: \_\_\_\_\_  
(Signature -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_ (CORPORATE SEAL)

Attest \_\_\_\_\_

Date of Authorization to do business in OREGON is \_\_\_\_/\_\_\_\_/\_\_\_\_.

A Joint Venture

Name of Joint Venture: \_\_\_\_\_

First Joint Venturer Name: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

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

Second Joint Venturer Name: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

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

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder Information

Bidder's Business Address \_\_\_\_\_

\_\_\_\_\_

Phone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

SUBMITTED on \_\_\_\_\_, 2012.

State Contractor License No. \_\_\_\_\_ . (If applicable)

**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.
2. On all public contracts exceeding \$50,000 and not covered under the federal Davis-Bacon Act, Bidder will comply with the applicable provisions of the Oregon Prevailing Wage Law, ORS 279C.800 through ORS 279C.870, which provides input for the payment of not less than the prevailing wage rates, 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 279.316 and ORS 279.334 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(4), does not discriminate against minorities, women, or emerging small business enterprises in obtaining any subcontracts.
5. Bidder is a:

- [Non-resident Bidder]  
 [Resident Bidder]

As defined in ORS 279A.120, a "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 quote and has a business address in the State of Oregon.

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 [ORS 279C.505(2)] and federal standards.

Bidder: \_\_\_\_\_

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

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

Project: **Hunt Park Redevelopment Project  
Wasco County**

**BIDDER’S PERFORMANCE AND PAYMENT BOND STATEMENT**

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

is submitting a bid to **Wasco County**, pursuant to the latter’s Advertisement for Bids for the **Hunt Park Redevelopment Project**.

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)

\_\_\_\_\_  
(Surety Company)

to disclose any information to the Owner concerning Bidder’s ability to supply performance and payment bonds in the amount of the contract.

\_\_\_\_\_  
Bidder

\_\_\_\_\_  
By/Title

# 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):

WASCO COUNTY  
511 Washington Street  
The Dalles, Oregon 97058

BID

Bid Due Date: 2:00 p.m., PPT, on January 17, 2012

Project (Brief Description Including Location):

**Provide all materials, labor, and equipment necessary to complete grading, surfacing, sanitary sewer, potable water, irrigation water, electric and telecommunication services, along with site appurtenances for 20 Recreational Vehicle stands, and also a sanitary sewer wet well, and other appurtenant work as necessary to complete the Hunt Park Redevelopment Project located in Tygh Valley, Wasco County, Oregon, as shown on the plans and specifications.**

BOND

Bond Number:

Date (Not later than Bid due date):

Penal sum

\_\_\_\_\_ (Words)

\_\_\_\_\_ (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

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

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

By: \_\_\_\_\_  
Signature and Title

By: \_\_\_\_\_  
Signature and Title  
(Attach Power of Attorney)

Attest: \_\_\_\_\_  
Signature and Title

Attest: \_\_\_\_\_  
Signature and Title

Note: Above addresses are to be used for giving required notice.

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 Surety's liability.
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 by 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 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 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.

**FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM**

**PROJECT NAME:**                    Hunt Park Redevelopment Project

**BID CLOSING:**        **Date:** January 17, 2012                    **Time:** 2:00 p.m. (P.P.T.)

This form must be submitted at the location specified in the Invitation to Bid on the advertised bid closing date and within two (2) working hours after the advertised bid closing time.

List below the name of each subcontractor that will be furnishing labor or materials and that is required to be disclosed, the category of work that the subcontractor will be performing, and the dollar value of the subcontract. Enter "NONE" if there are no subcontractors that need to be disclosed. (ATTACH ADDITIONAL SHEETS IF NEEDED)

NAME	DOLLAR VALUE OF WORK	CATEGORY
1. _____	\$ _____	_____
2. _____	\$ _____	_____
3. _____	\$ _____	_____
4. _____	\$ _____	_____
5. _____	\$ _____	_____

Failure to submit this form by the disclosure deadline will result in a nonresponsive bid. A nonresponsive bid will not be considered for award.

Form submitted by (bidder name): \_\_\_\_\_

Contact name: \_\_\_\_\_ Phone no.: \_\_\_\_\_

# NON-COLLUSION AFFIDAVIT

STATE OF \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

I state that I am (title) \_\_\_\_\_ of (name of firm) \_\_\_\_\_ and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

A. The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder, except as disclosed on the attached appendix.

B. That neither the price(s) nor the amount of this bid, and neither the approximate prices(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.

C. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.

D. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.

E. (name of firm) \_\_\_\_\_, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as described on the attached appendix.

I state that (name of firm) \_\_\_\_\_ understands and acknowledges that the above representations are material and important, and will be relied on by Wasco County in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Wasco County of the true facts relating to the submission of bids for this contract.

\_\_\_\_\_  
(Name of Company/Position)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
NOTARY PUBLIC FOR OREGON

My Commission expires: \_\_\_\_\_