

OREGON UNIVERSITY SYSTEM
STANDARD RETAINER CONTRACT
BID FORM

OUS CAMPUS: **Southern Oregon University**

PROJECT: **Rogue Credit Union at SOU**

BID CLOSING DATE: **June 17, 2015**

BID OPENING: **June 17, 2015**

FROM: _____
 Name of Contractor

TO: The State of Oregon, acting by and through the Oregon State Board of Higher Education, on behalf of **Southern Oregon University** (“Owner”)
 1250 Siskiyou Boulevard
 Ashland, OR 97520

1. The Undersigned (*check one of the following and insert information as requested*):

____ a. An individual doing business under an assumed name registered under the laws of the State of _____; or

____ b. A partnership registered under the laws of the State of _____; or

____ c. A corporation organized under the laws of the State of _____; or

____ d. A limited liability corporation/company organized under the laws of the State of _____;

hereby proposes to furnish all material and labor and perform all Work hereinafter indicated for the above project in strict accordance with the Contract Documents for the Basic Bid as follows. **BASE BID:**

_____ **Dollars (\$ _____)**

and the Undersigned agrees to be bound by each of the following documents:

- Advertisement for Bids or Notice of Retainer Contract Opportunity
- Instructions to Bidders
- Supplemental Instructions to Bidders
- OUS Retainer Contract General Conditions
- Supplemental OUS Retainer Contract General Conditions

- Sample Retainer Contract Supplement
- Performance Bond and Payment Bond
- Plans and Specifications
- Drawings and Details
- Prevailing Wage Rates
- Payroll and Certified Statement Form
- **Any ADDENDA numbered ____ through ____, inclusive (*fill in blanks*).**

2. The Undersigned proposes to add to or deduct from the Base Bid indicated above the items of work relating to the following Alternate(s) as designated in the Specifications:

NO ALTERNATES

3. The work shall be completed within the time stipulated and specified in Section B-3 Supplemental Instructions to Bidders.

4. The Undersigned certifies that: (1) This Bid has been arrived at independently and is being submitted without collusion with and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment or services described in the invitation to bid designed to limit independent bidding or competition; and (2) The contents of the Bid have not been communicated by the Undersigned or its employees or agents to any person not an employee or agent of the Undersigned or its surety on any Bond furnished with the Bid and will not be communicated to such person prior to the official opening of the Bid.

5. The undersigned **HAS, HAS NOT** (*circle applicable status*) paid unemployment or income taxes in Oregon within the past 12 months and **HAS, HAS NOT** (*circle applicable status*) a business address in Oregon.

6. The Undersigned agrees, if awarded a contract, to comply with the provisions of ORS 279C.800 through 279C.870 pertaining to the payment of the prevailing rates of wage.

7. Contractor's CCB registration number is _____. As a condition to submitting a bid, a Contractor must be registered with the Oregon Construction Contractors Board in accordance with ORS 701.035 to 701.055, and disclose the registration number. Failure to register and disclose the number will render the bid unresponsive and it will be rejected, unless contrary to federal law.

8. The successful Bidder hereby certifies that all subcontractors who will perform construction work as described in ORS 701.005(2) were registered with the Construction Contractors Board in accordance with ORS 701.035 to 701.055 at the time the subcontractor(s) made a bid to work under the Contract.

9. The successful Bidder hereby certifies that, in compliance with the Worker's Compensation Law of the State of Oregon, its Worker's Compensation Insurance provider is _____, Policy No. _____, and that Contractor shall submit Certificates of Insurance as required.

10. Contractor's Project Manager for this project is: _____,

Office Phone: _____ Cell Phone: _____.

11. The Undersigned certifies that it has not discriminated against minority, women, or emerging small businesses in obtaining any subcontracts for this project.

12. Accompanying herewith is Bid Security which is equal to ten (10) percent of the total amount of the Basic Bid.

13. The Undersigned further agrees that the Bid Security accompanying the Bid is left in escrow with the Board; that the amount thereof is the measure of liquidated damages which the Owner will sustain by the failure of the Undersigned to execute and deliver the above-named Agreement Form, Performance Bond and Payment Bond, and, that if the Undersigned defaults in either executing the Agreement Form or providing the Performance Bond and Payment Bond within twenty (20) calendar days after receiving the Contract Documents, then the Bid Security may become the property of the Owner at the Owner's option; but if the Bid is not accepted within thirty (30) calendar days of the time set for the opening of the Bids, or if the Undersigned executes and timely delivers said Agreement Form, Performance Bond and Payment Bond, the Bid Security shall be returned.

14. The Undersigned agrees, if awarded the Contract, to execute and deliver to Owner, within twenty (20) calendar days after receiving the Contract Documents, an Agreement Form and a satisfactory Performance Bond and Payment Bond, each in an amount equal to one hundred (100) percent of the Contract sum, using forms provided by the Owner. The surety requested to issue the Performance Bond and Payment Bond will be:

(name of surety company - not insurance agency)

The Undersigned hereby authorizes said surety company to disclose any information to the Owner concerning the Undersigned's ability to supply a Performance Bond and Payment Bond each in the amount of the Contract.

By signature below, Contractor agrees to be bound by this Bid.

NAME OF FIRM _____

ADDRESS _____

FEDERAL TAX ID _____

TELEPHONE NO _____

FAX NO _____

SIGNATURE 1) _____

Sole Individual

or 2) _____

Partner

or 3) _____

Authorized Officer of Corporation

(SEAL)

Attested: Secretary of Corporation

Payment information will be reported to the IRS under the name and taxpayer ID # provided above. Information not matching IRS records could subject Contractor to 31 percent backup withholding.

******* END OF BID *******