INVITATION TO BID STATE OF OREGON

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GENERAL INFORMATION

SUMMARY OVERVIEW

The State of Oregon, acting by and through the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (“Agency”), is issuing this Invitation to Bid (ITB) to establish a Contract/Price Agreement for [Goods/Services/Goods and Services].

Enter general information about this ITB here, including:

* Reason for soliciting, background information, and any other information helpful in understanding how you got to this procurement decision.
* Brief project description such as:
* Beneficiaries of the anticipated contract(s) or price agreement(s), such as a specific agency or characterization of the those authorized to use the anticipated agreement(s), such as state agencies subject to DAS Procurement Services procurement authority and Oregon Cooperative Procurement Program participants);
* Benchmarks or past performance under previous agreements which may be indicators of future needs (such as spend volume on a previous agreement for repetitive purchases, etc.);
* [For price agreements] Agency has no estimate of the volume of potential purchases. By submitting an Offer, Bidder agrees to supply all goods and services ordered during the term of any awarded Price Agreement.
* Any component typically related but *not* included in the scope of the solicitation (such as current functionality processes, goods, dependent items); Any driving factors, such as state or federal legislation, business operational needs, an approved Special Procurement, a declared emergency, grant requirements, a Governor’s executive order, existing circumstances which may affect performance under the contract(s) or price agreement(s).
* Optional: Budget limitation
* Agency anticipates the award of [number/one or more/one/multiple]

Contracts/Price Agreements resulting from this ITB. In the event multiple Contract/Price Agreements are awarded, Agency will use the following methodology to determine from which Contractor to purchase.

* Issue all purchases to the lowest responsible Bidder.
* Determine a list of the most commonly purchased items, price compare this list between all awarded Contractors. Issue all purchases to the Contractor with the lowest Offer. A new comparison will be conducted at least once per year.
* Compare each item between all awarded Contractors, issue Purchase Order to the Contractor with the lowest Offer.
* The initial term is anticipated to be [term: years, months] with an option to renew up to [term: years, months as statute allows]
* Required delivery date for [the good or service]:
* This work may be subject to prevailing wage rate.

SCOPE OF WORK/STATEMENT OF WORK/SPECIFICATIONS

* The work to be performed under this solicitation is considered Public Works. Public Works is defined in ORS 279C.800 and OAR 125-246-0110 (128).
* The Contractor and all subcontractors shall comply with the provisions of ORS 279C.800 through 279C.870, relative to Prevailing Wage Rates.
* Before starting Work, Contractor shall file with the Construction Contractors Board, and maintain in full force and effect, the separate public works bond required by ORS 279C.836 and OAR 839-025-0015, unless otherwise exempt under those provisions. Contractor shall also include in every subcontract a provision requiring the Subcontractor to have a public works bond filed with the Construction Contractors Board before starting Work, unless otherwise exempt, and shall verify that the Subcontractor has filed a public works bond before permitting the Subcontractor to start Work.
* This ITB and the resulting Contract are subject to the following Bureau of Labor and Industries (BOLI) wage requirements and the prevailing wages rates set forth in the following booklet, as amended, which is incorporated herein by reference with the same force and effect as though fully set forth herein, and is available at the following web link:
* Prevailing Wage Rates for Public Works Contracts in Oregon issued [July 1, 2018].
* Prevailing Wage Rates Apprenticeship Rates issued [July 1, 2018].
* Because the project involves federal funds, this ITB and the resulting Contract are subject to federal Davis-Bacon Act requirements in addition to BOLI requirements. Contractor shall pay the higher of the BOLI wage rates and fringe benefits, as identified in the above BOLI wage rate booklet, or the federal wage rates and fringe benefits listed in the publication “General Wage Determinations Issued Under the Davis-Bacon and Related Acts” that is last published prior to the Bid Closing date set forth in this ITB. Bidders may obtain the applicable federal rates through the following U.S. Department of Labor link: Bidders are advised that federal Davis-Bacon rates may be amended at any time prior to Bid Closing and that contractors remain responsible for meeting federal Davis-Bacon Act requirements and State of Oregon prevailing wage rate requirements.
* The Work will take place in [Insert County] County, Region [Insert Region]
* Workers must not be paid less than the applicable state prevailing rate of wage. If Contractor fails to pay for labor and services, Agency can pay for them and withhold these amounts from payments to the Contractor. The Contractor must pay daily, weekly, weekend and holiday overtime as required in ORS 279C.540. The employer must give written notice to the workers of the number of hours per day and days per week they may be required to work. Contractor must make prompt payment for all medical services for which Contractor has agreed to pay, and for all amounts for which Contractor collects or deducts from the worker’s wages.

SCHEDULE OF EVENTS

The table below represents a tentative schedule of events. Agency may modify these dates at any time, with appropriate notice. All times are Pacific Time (PT).

|  |  |  |
| --- | --- | --- |
| EVENT | DATE | TIME (Pacific Time) |
| Pre-Bid Conference  [mandatory, non-mandatory, if none, remove] |  |  |
| Questions and Clarifications Due |  |  |
| Answers to Questions and Clarifications Due (approximate) |  |  |
| Addenda published |  |  |
| ITB Protests Period Ends | 7 calendar days prior to ITB Closing |  |
| Closing (Due Date and time to submit Bids) | See cover page |  |
| Opening of Bids |  |  |
| ORPIN Notice of Intent to Award (approximate) |  |  |
| Notice of Intent to Award Protest Ends | XX days from Notice of Intent to Award |  |
| Contract/Price Agreement Execution (approximate) |  |  |

**Agency operating hours are:**

Monday through Friday 8:00 AM to 5:00 PM, Pacific Time, except for state holidays and State approved closures, including those for inclement weather.

DEFINITION OF TERMS

For the purposes of this ITB, unless specifically defined in this ITB, capitalized words have the meanings provided in OAR 125-246-0110. These definitions do not apply to the Proposed Contract/Price Agreement attached as Attachment A.

General Definitions

* Capitalized terms not specifically defined in this document are defined in OAR 125-246-0110.
* “SPC” means the Single Point of Contact listed on the cover page of this ITB. All communications related to any provisions of this ITB shall be directed only to the SPC to ensure every Bidder receives the same information.
* “Schedule of Events” means the specific time and dates events relating to this ITB will occur.
* “Successful Bidder” means the person(s), organization(s) to which the award is made.

SINGLE POINT OF CONTACT

All questions, requests for clarification, and protests about any component of this ITB, including the technical requirements, contractual requirements, and the procurement process must be directed to the SPC identified on the cover page of this ITB.

ITB PROCESS

PROCUREMENT AUTHORITY

Agency is conducting this ITB pursuant to ORS 279A.050 and OAR 125-246-0170(3).

PROCUREMENT METHOD

Agency is using the Competitive Sealed Bidding method, pursuant to ORS 279B.055 and OAR 125-247-0255, and may use any available optional procedures.

Pre-qualification Process

This solicitation requires Bidder be prequalified [buyer to include what needs to be submitted for prequalification, e.g. criminal background checks, licenses, etc.], in accordance with ORS 279B.120, 279B.125 and OAR 125-247-0305 (3) (c) and 125-247-0550.

Bidder shall submit the [buyer to identify what information to include e.g. form, copy of certificate, copy of report, etc.] by closing. The information must be delivered to the SPC listed on the cover page, and may be delivered in person, [email, fax, etc.], and must reference the ITB, and identify the Bidder’s name.

PRE-BID CONFERENCE

A mandatory/voluntary pre-Bid conference will/will not be held for this ITB.

|  |  |  |
| --- | --- | --- |
| DATE | TIME | LOCATION |
|  |  |  |

The purpose of this conference is to explain the ITB requirements and to answer questions. Statements made at the pre-Bid conference are not binding upon Agency. Bidders are cautioned, the ITB requirements will change only by written Addenda issued by Agency as provided in Sections 2.4 and 2.7.

ORPIN

This ITB, including all Addenda, attachments and exhibits is posted on the Oregon Procurement Information Network (ORPIN) at. ITB documents will not be mailed. Parties without access to ORPIN may download copies at Agency at the location identified on the cover page of this ITB.

Alternative Accessibility to Addenda, Attachments, and Exhibits

If an exhibit, attachment or Addendum is used, but cannot be viewed or downloaded through ORPIN, the ITB will include instructions on how to obtain these documents.

ORPIN Assistance

Parties needing assistance with ORPIN may contact the ORPIN Helpdesk by telephone at (503) 373-1774 or by email at

ORPIN Registration Information

Current and correct registration information is the sole responsibility of the registered party. Agency accepts no responsibility for missing or incorrect information.

QUESTIONS AND CLARIFICATIONS

All questions and requests for clarification, related to this solicitation must:

* Be submitted in writing to the SPC identified on the cover page of this ITB (mail, in person or email are acceptable).
* Reference the ITB #\_\_\_\_\_\_
* Identify the section number and the passage.
* Include name and contact information of party submitting question or clarification.
* Be received by the due date for questions and clarifications identified in Section 1.3 of this ITB.

Questions by telephone are not accepted.

Agency will respond to questions and requests for clarifications through ORPIN. In its’ sole discretion, Agency, may change this ITB by written Addendum and post to ORPIN. Clarifications, corrections or changes to this ITB made in any other manner are not binding on the State.

PROTEST OF ITB

Protests to this ITB, including the specifications and requirements of the ITB and the terms and conditions of the Sample Contract/Price Agreement, must be submitted in writing to the SPC identified on the cover page of this ITB.

Protests must be submitted by the due date in Section 1.3, or Section 2.8 for Addendum. Agency will not consider protests received after these deadline(s).

Protests must include:

* Protestor name and contact information;
* The ITB #\_\_\_\_\_\_;
* Reason for the protest, including:

1. Grounds demonstrating how the procurement process is:
2. Contrary to law, and/or
3. Unnecessarily restrictive, and/or
4. Legally flawed, and/or
5. Improperly specifies a brand name; and
6. Provide evidence and documentation supporting the grounds on which the protest is based.

* Any proposed changes to the ITB provisions or other relief sought.

Agency will address all protests meeting the requirements within a reasonable time and will issue a written decision. Protests not meeting these requirements will not be considered by Agency. Protests will be received by the following methods:

* Emailed to the SPC identified on the cover page of this ITB.
* Hard copy delivered to the SPC identified on the cover page of this ITB.

Unless otherwise stated in the ITB, Agency shall post any Addendum on ORPIN. Addendum are incorporated into this ITB by this reference and can be viewed and downloaded by interested parties registered in ORPIN, unless an alternate process is defined in Section 2.4.2. Bidder is responsible for monitoring ORPIN regularly until ITB Closing. Agency is not responsible for sending Addendum to any prospective Bidder.

PROTEST OF ADDENDUM

Unless a modified deadline is set forth through Addendum, a prospective Bidder may submit a protest of the Addendum by the close of the next business day after the issuance of the Addendum, or no later than the due date for Protests of ITB identified in Section 1.3 of this ITB, whichever is later. Unless otherwise specified in the Addendum, a protest must be submitted in the same manner as a protest of the ITB under Section 2.6.

INSTRUCTIONS TO PROSPECTIVE BIDDERS

ACCEPTANCE PERIOD

Bids are firm offers for a period of 180 calendar days from Closing.

BID SUBMISSION REQUIREMENTS (GENERAL)

Bid Format

Bidder shall submit its Bid both on electronic thumb drive media and hard copy. Hard copy version must use only white 8 1/2” x 11” Recycled Paper (Bidder must use Recycled Paper, to the maximum extent economically feasible), without extensive art work, unusual printing, or other materials not essential to the utility and clarity of the Bid. Agency requests Bids be submitted with the edges unbound. The Bid should be presented in a format corresponding and referencing the sections contained in Section 3.3. Responses should be presented in the same order and identify the item being addressed.

Submitting Bids

Bidder is solely responsible for ensuring its Bid is received at Agency in accordance with the ITB requirements, by closing, at the location specified on the cover page of this ITB. Agency shall not be responsible for any delays in delivery. Bids submitted by facsimile (fax) or Email will be rejected. Agency operating hours are Monday through Friday 8:00 AM to 5:00 PM, Pacific Time, except for State holidays and State approved closures.

Quantity of Bids to be Submitted

One Bid with original signature, and all required documents must be submitted on or before Closing (date and time). Envelopes, packages or boxes must be marked in accordance with Section 3.2.4. In addition to the hard copy version of Bid, Bidder shall provide an electronic version of the Bid on compact discs (CDs) or USB drives. Bid shall be formatted using Adobe Acrobat, Microsoft Word, or Microsoft Excel, or in other format approved by Agency prior to the due date identified in Section 1.3.

Envelope, Package or Box Label

The Bid shall be submitted in a sealed envelope, package, or box bearing the following information:

* Name of Bidder (or Company Name)
* ITB Number
* Closing (date and time)
* SPC Name

Bid Modification

* It is the responsibility of the Bidder to ensure modified Bids are submitted before the Closing date and time.
* A Bidder wishing to make modifications to a Bid already received by Agency must:
* Withdraw its Bid in order to make modifications and resubmit the Bid pursuant to Section 3.2.6.
* All modifications made to a Bid must be made in ink and must be properly initialed by Bidder’s authorized representative.
* Submit modification(s), in writing, on Bidder’s letterhead, noting the specific change(s) to the original Bid submission. All modifications made to a Bid must be made in ink and must be properly initialed by Bidder’s authorized representative.
* Oral, electronic, facsimile or telephonic modifications will not be accepted.

Bid Withdrawal

If a Bidder wishes to withdraw its Bid, the Bidder must withdraw its Bid prior to Closing date and time. The Bidder must submit a written notice on Bidder’s letterhead of intent to withdraw its Bid. The notice must identify the ITB number, be signed by the authorized representative and be received by the SPC identified on the cover page of this ITB prior to the Closing date and time.

Late Bids

Late bids will NOT be accepted or reviewed. Late Bids will not be returned to the respective Bidder.

Opening of Bids

Bids will be publicly opened and the names of all Bidders will be read by Agency at the location identified on the cover page of this ITB.

BID REQUIREMENTS (PASS/FAIL)

Bids will be reviewed on a Pass/Fail basis. Failure to provide any of the information or comply with any of the requirements in this section 3.3 and its subsections MAY be considered nonresponsive. Agency has the right to determine if Bids substantially meet the requirements of this ITB.

Closing

Bids must be submitted by Closing to be considered.

Required forms

Bidder must submit the following forms:

* Attachment B – Bid Cover Sheet
* Attachment C – Reference Check Form
* Attachment D – Bid Submittal Form
* Attachment E – COBID Certification / Outreach Plan
* Attachment F – Responsibility Inquiry

Authorized Signature

The Bid must be signed by person(s) legally authorized to bind the Bidder to the Bid and the Contract/Price Agreement resulting from this ITB. Upon request by Agency, any representative submitting a Bid on behalf of the Bidder shall provide a current document certifying the representative’s authority to bind the Bidder. Upon request of Agency, Bidder shall provide a certified copy of the bylaws or resolution of the board of directors showing the authority of the officer signing the Bid to execute agreements on behalf of the entity.

References

Bidder must provide XX references from similar projects performed for any clients within the last XX years. Information provided must include:

* Reference name, telephone number, email and mailing address;
* Description of services or products provided;
* Service or product delivery starting and ending dates; and
* Reference representative name, telephone number, and email address.

Key Persons

Bidder must identify Key Persons and the roles each will serve. Include resumes of background, experience and expertise related to the specific work.

Bid Requirements

Bidder must provide all information required in Attachment D of this ITB.

BID REVIEW METHODOLOGY

RESPONSIVENESS DETERMINATION

A Bid received prior to Closing will be reviewed to determine if it is Responsive to all ITB requirements including compliance with Bids Requirements section. If the Bid is unclear, the SPC may request clarification from Bidder. However, clarifications may not be used to rehabilitate a non-Responsive Bid. If the SPC finds the Bid non-Responsive, the Bid may be rejected, however, Agency may waive mistakes in accordance with OAR 125-247-0470.

RESPONSIBILITY DETERMINATION

Agency will determine if an apparent successful Bidder is Responsible prior to award and execution of the Contract/Price Agreement. Selected Bidder(s) shall submit a signed Responsibility Inquiry form (Attachment F) within 5 Business Days of receipt of Intent to Award notice. At any time prior to award, Agency may reject a Bidder found to be not Responsible. Agency will determine if an apparent successful Bidder is Responsible prior to award and execution of the Contract/Price Agreement. Bidder(s) shall submit a signed Responsibility Inquiry form (Attachment F) with Bid. At any time prior to award, Agency may reject a Bidder found to be not Responsible.

COST COMPARISON

Agency shall award the Contract/Price Agreement to the lowest Responsible Bidder whose bid substantially complies with the requirements and criteria set forth in this Section. If the ITB authorizes the award of multiple Contracts/Price Agreements, Agency shall award the Contract/Price Agreement to the Responsible Bidders whose Bids substantially comply with the requirements and criteria set forth in the ITB.

MINIMUM QUALIFICATIONS (PASS/FAIL)

REFERENCES

Agency may check to determine if references provided are supportive of the Bidder’s ability to comply with the requirements of this ITB. Failure to provide complete and accurate information in a Bid may be cause for rejection.

Agency may conduct other reference checks with persons whose names have not been provided by Bidder, but whom Agency has knowledge. Agency may use references to obtain additional information, break ties, or verify any information needed.

DEMONSTRATIONS/PRESENTATIONS/INTERVIEWS

Agency may elect to conduct presentations, demonstrations or interviews. Bidder may be required to make a presentation, demonstration or to participate in an interview subsequent to the submission of its Bid. If Agency does so, Agency will notify Bidders of such further procedures or changes when it notifies Bidders of the schedule.

If demonstrations, presentations, or interviews are conducted, the following will apply:

PREFERENCES

oREGON SUPPLIES AND SERVICES

Agency prefers Oregon goods and services, and for bid calculation purposes, per ORS 279A.128, Agency shall subtract XX% from the price for any Bidder proposing all Goods fabricated or processed or all Services performed entirely in Oregon before calculating the price score.

RECIPROCAL PREFERENCE

For bid calculation purposes per OAR 125-246-0310, Agency shall add a percent increase to each out-of-state Bidder’s Bid price that is equal to the percent preference, if any, given to a Resident Bidder in the.

RECYCLED MATERIALS

In comparing Goods from two or more Bidders, if at least one Bidder offers Goods manufactured with Recycled Materials, and at least one Bidder does not, Agency will select the Bidder offering Goods manufactured from Recycled Materials if each of the conditions specified in ORS 279A.125 (2) exists following any adjustments made to the price of the Goods according to any applicable reciprocal preference.

PUBLIC PRINTING

Agency shall, for the purpose of evaluating Bids, apply the public printing preference set forth in ORS 282.210.

TIEBREAKERS

Oregon Supplies: If Agency receives Bids identical in price, fitness, availability and quality and chooses to award a Contract/Price Agreement, Agency shall award the Contract/Price Agreement in accordance with the procedures outlined in OAR 125-246-0300.

METHOD OF AWARD

GENERAL AWARD

If awarded, Agency must award the Contract/Price Agreement to the Responsible Bidder submitting the lowest, Responsive Bid. Agency may award by item, groups of items or the entire Offer provided such Award is consistent with this ITB and in the public interest.

MULTIPLE ITEMS

MULTIPLE AWARDS

INTENT TO AWARD

INTENT TO AWARD NOTIFICATION

After a final selection is made, Agency will issue a notice of Intent to Award on ORPIN. Bid files are public records and available for review at Agency by appointment.

INTENT TO AWARD PROTEST

* An Affected Bidder shall have 7 calendar days from the date of the Intent to Award notice to file a Written protest.
* A Bidder is an Affected Bidder only if the Bidder would be eligible for Contract/Price Agreement award in the event the protest was successful and is protesting for one or more of the following reasons as specified in ORS 279B.410:
  1. All lower Bids are non-Responsive.
  2. Agency has failed to conduct an evaluation of Bids in accordance with the criteria or process described in the ITB.
  3. Agency abused its discretion in rejecting the protestor’s Bid as non-Responsive.
  4. Agency’s evaluation of Bid or determination of award otherwise violates ORS Chapter 279A or ORS Chapter 279B.
* If Agency receives only one Bid, Agency may dispense with the evaluation process and Intent to Award protest period and proceed with Contract/Price Agreement award.

Protests must:

* Be delivered to the SPC via email, facsimile or hard copy
* Reference the ITB number
* Identify Bidder’s name and contact information
* Be signed by an authorized representative
* Specify the grounds for the protest
* Be received within 7 calendar days of the Intent to Award notice

Response to Protest

Agency will address all timely submitted protests within a reasonable time and will issue a Written decision to the respective Bidder. Protests that do not include the required information may not be considered by Agency.

PAY EQUITY

If selected for award and as applicable, Bidder shall submit to Agency a true and correct copy of an unexpired Pay Equity Compliance Certificate issued to the Bidder by the Oregon Department of Administrative Services. See for requirements.

ORS 279B.110(2)(f) requires that Bidder provide this prior to execution of the Contract/Price Agreement.

As required by [ORS 279B.235 or ORS 279C.520], Contractor shall comply with ORS 652.220 and shall not discriminate against any of Contractor’s employees in the payment of wages or other compensation for work of comparable character, the performance of which requires comparable skills, or pay any employee at a rate less than another for comparable work, based on an employee’s membership in a protected class.

Contractor must comply with ORS 652.220 as amended and shall not unlawfully discriminate against any of Contractor’s employees in the payment of wages or other compensation for work of comparable character on the basis of an employee’s membership in a protected class. “Protected class” means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability or age. Contractor’s compliance with this section constitutes a material element of this Contract/Price Agreement and a failure to comply constitutes a breach that entitles Agency to terminate this Contract/Price Agreement for cause.

Contractor may not prohibit any of Contractor’s employees from discussing the employee’s rate of wage, salary, benefits, or other compensation with another employee or another person.  Contractor may not retaliate against an employee who discusses the employee’s rate of wage, salary, benefits, or other compensation with another employee or another person.

NONDISCRIMINATION IN EMPLOYMENT

As a condition of receiving the award of a Contract/Price Agreement under this 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 both prohibits, and prescribes disciplinary measures for, conduct constituting sexual harassment, sexual assault, or unlawful discrimination.

OTHER REQUIRED INFORMATION

Insurance

Prior to award, Bidder shall secure and demonstrate to Agency proof of insurance as required in this ITB. Insurance Requirements are found in Exhibit B of Attachment A.

CONTRACT/PRICE AGREEMENT EXECUTION

After submission of the required information and insurances identified in the ITB by the awardee and obtaining all requisite approvals required, Agency will proceed with final award. The Contact/Price Agreement attached hereto as Attachment A is not negotiable. Contractor shall not commence work under the Contract/Price Agreement until the Contract/Price Agreement has been executed and the Agency has provided the Contractor with the Notice to Proceed.

**ADDITIONAL INFORMATION**

GOVERNMENT BODIES

Under ORS Chapter 190, Agency may enter into an agreement with another government body for the Goods or Services that are the subject of this ITB. Intergovernmental agreements are not subject to the Public Contracting Code. If Agency receives an Offer from a government body, Agency will initially review the Offer according to the same criteria set forth in this ITB. Agency, in its sole discretion, may enter into an ORS Chapter 190 agreement with any government body for the Goods or Services, or any portion thereof and cancel this ITB if it would be in the public interest as determined by Agency.

OWNERSHIP/PERMISSION TO USE MATERIALS

Bids submitted in response to this ITB become the property of Agency. The submission of a Bid in response to this ITB grants the State a non-exclusive, perpetual, irrevocable, royalty-free license for the rights to copy, distribute, display, prepare derivative works of and transmit the Bid solely for the purpose of evaluating the Bid, awarding a Contract/Price Agreement, or as otherwise needed to administer the ITB process, and to fulfill obligations under Oregon Public Records Laws. Bids, including supporting materials, will not be returned to Bidder unless Agency cancels this ITB prior to the Closing identified in Section 1.3.

COST OF BIDDING

Bidders must pay all costs of bidding including, but not limited to, the cost to prepare and submit Bids, samples and other supporting materials, or to participate in demonstrations, if required by this ITB.

CANCELLATION AND/OR REJECTION OF BIDS/DAMAGES

Pursuant to ORS 279B.100, Agency may reject any or all Bids in whole or in part, and may cancel this ITB at any time when the rejection or cancellation is in the best interest of the State. Agency, the State, and their officers, employees and agents are not liable to any Bidder for any loss or expense caused by or resulting from the delay, suspension, or cancellation of this ITB, or rejection of any or all Bids. Unless Agency cancels this ITB prior to the Closing identified in Section 1.3, all Bids will become part of the public record without obligation to Agency.

CONFIDENTIAL OR PROPRIETARY INFORMATION

Following award of Contract/Price Agreement, 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. 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.

RECYCLED PRODUCTS

Contractors shall use recyclable products to the maximum extent economically feasible in the performance of the contract services or work set forth in this document and the subsequent **Contract/Price Agreement. (ORS 279B.055(2)(f), ORS279B.225, and ORS279B.270-279B.280)**