



PROSPER
PORTLAND

PROSPER PORTLAND
Development and Investment Department

INVITATION TO BID

**DOCUMENTS FOR THE
MERKATO ETHIOPIAN MARKET TENANT
IMPROVEMENTS (ITB 26-01)**

July 3, 2026

Prosper Portland
220 NW 2nd Ave #200
Portland, Oregon 97209
www.prosperportland.us

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INVITATION TO BID 26-01

Prosper Portland

Merkato Ethiopian Market Tenant Improvements

Sealed bids to furnish all materials, equipment, labor, and services for the construction of the **Merkato Ethiopian Market Tenant Improvements** (the “**Work**”) for Prosper Portland, the economic development and urban renewal agency of the City of Portland, (“**Owner**”) will be received by Caleb Comas, Procurement and Risk Analyst at 220 NW 2nd Avenue, Suite 200, Portland, Oregon 97209, until **2:00 PM local time on July 29, 2026**. Bids received after this deadline will not be considered. All bids received prior to the deadline will be publicly opened and read shortly after the submission deadline at Prosper Portland’s office in the Commission Meeting room located on the 1st floor at the address listed above.

DESCRIPTION OF WORK. The Work generally consists of constructing a commercial kitchen, restaurant, and butcher market from two (2) existing cold shell commercial spaces at the Nick Fish Building, located at 10560 NE Halsey St., Portland, OR.

COMPLETION OF WORK. Substantial Completion must be obtained within one hundred twenty (120) calendar days of issuance of Notice to Proceed. Final Completion must be obtained within fifteen (15) calendar days of Substantial Completion. Failure to reach Substantial Completion within one hundred and twenty (120) calendar days will result in Liquidated Damages being assessed in the amount of \$1,000.00/day.

PUBLIC WORKS. This solicitation is for a public works project subject to ORS 279C.800 to 279C.870 (Oregon Prevailing Wage law), and successful bidder will be required to comply with Owner’s Business and Workforce Equity requirements.

PRE-BID MEETING. A **MANDATORY** (*applicable to prime contractors only*) pre-bid meeting will be held on **July 16, 2026, at 2:00 PM** at the Nick Fish Building located at 10550 NE Halsey Street, Portland, OR 97220. This pre-bid meeting will allow prospective bidders to see the site and ask questions relating to bidding or constructing the work under this contract. **A BIDDER’S FAILURE TO ATTEND THE PRE-BID MEETING WILL CAUSE ANY BID SUBMITTED BY THAT BIDDER TO BE DEEMED NON-RESPONSIVE AND THE BID WILL BE RETURNED UNOPENED.**

OBTAINING SOLICITATION DOCUMENTS. Solicitation documents may be obtained from the Owner's online plan center free of charge at <https://bidlocker.us/a/prosperportland/BidLocker>. Solicitation documents may be obtained by creating a new user account and registering for the project. General information including the plan holder list is available to the public without registering. Solicitation documents are also available for review at Prosper Portland, 220 NW 2nd Avenue, Suite 200, Portland, Oregon (Telephone: 503-823-3200), between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday, except legal holidays.

PUBLISH: Daily Journal of Commerce
July 3, 2026

Kevin Flagg
Project Manager

SECTION I – INSTRUCTIONS TO BIDDERS

1. Explanation to Bidders

The deadline for the submission of bids in response to this Invitation to Bid for the **Merkato Ethiopian Market Tenant Improvements** (ITB 26-01) is 2:00pm, July 29, 2026 (the “Bid Submission Deadline”).

Prior to submitting a bid, it is the responsibility of each bidder to:

- A. Examine these Bid Solicitation Documents thoroughly.
- B. Visit the site to become familiar with local conditions that may affect cost, progress, or performance of the work.
- C. Attend the mandatory pre-bid meeting.
- D. Consider all federal, state, and local laws, ordinances, rules, and regulations that may affect cost, progress, or performance of the work.
- E. Study and correlate the Bidder’s observations with the Bid Solicitation Documents.
- F. Notify the Contact Person of all conflicts, errors, ambiguities, or discrepancies discovered in the Bid Solicitation Documents.

Any explanation desired by the bidders regarding the meaning or interpretation of the specifications or other Bid Solicitation Documents must be requested in writing and submitted on the Bid Management System with sufficient time allowed for a reply to reach them before the submission of their bids. All inquiries must be submitted through the Owner’s bid management system no fewer than 168 hours (7 days) prior to the Bid Submission Deadline. No interpretations will be made less than 72 hours prior to the Bid Submission Deadline.

For more information regarding this project, please submit questions through the online Bid Management System at <https://bidlocker.us/a/prosperportland/BidLocker>.

Oral explanations or instructions given before the award of the contract will not be binding. Any binding interpretation will be made in the form of an addendum to the specification, will be posted on the Bid Management System, and a notification will be sent to all registered plan holders. Less substantive questions may be answered and posted on the Bid Management System without a formal addendum.

A mandatory (*applicable to prime contractors only*) pre-bid meeting will be held on **July 16, 2026, at 2:00pm at the project site**, to allow prospective bidders to see the site and ask questions relating to bidding or constructing the work under this contract. Statements made at the conference are not binding on the Owner unless confirmed by a written addendum.

A BIDDER'S FAILURE TO ATTEND THE PRE-BID MEETING WILL CAUSE ANY BID SUBMITTED BY THAT BIDDER TO BE DEEMED NON-RESPONSIVE AND THE BID WILL BE RETURNED UNOPENED.

2. Preparation of Bids; Required Bid Forms

Bids must be submitted on the forms furnished, or copies thereof, and must be naturally signed. If erasures or other changes appear on the form, they must be initialed by the person who signs the bid. No bid will be received or considered by the Owner unless the bid includes all the completed required bid forms, as follows:

- A. Bid Proposal and Bid Schedule.
- B. Addenda Acknowledgement form – acknowledgement that the bidder has received and reviewed all addenda for the bid.
- C. Compliance with Prevailing Wages – A statement that prevailing wages will be paid in compliance with ORS 279C.840.
- D. Resident Bidder Status – a statement as to whether the bidder is a resident bidder as defined in ORS 279A.120.
- E. Certification of Drug Testing Program – a statement certifying that the bidder has an employee drug-testing program in place pursuant to ORS 279C.505(2).
- F. Anti-Fraud Statement
- G. Oregon Contractors License – certification that Contractor is properly licensed by the Oregon Construction Contractors Board or the Oregon Landscape Contractors Board (as applicable).
- H. City of Portland Business License.
- I. Certification of Non-Discrimination – certification of non-discrimination, pursuant to ORS 279A.110(4).
- J. Certification of Compliance with Tax Laws
- K. First Tier Subcontractor Disclosure – first-tier subcontractor disclosure form, pursuant to ORS 279C.370(2).
- L. Bid Security – Bid Security in the amount of 10 percent of the submitted bid; use form only if a Surety Bond is used as bid security.
- M. Responsibility of Bidder – demonstrate that bidder is responsible pursuant to the criteria set forth in ORS 279C.375(3).
- N. Business and Workforce Equity Policy.

Additional documentation should only be included in the bid if requested or required by these Bid Solicitation Documents.

3. Owner's Policy Requirements

All bidders and proposers must comply with any applicable sections of the Owner's Business and Workforce Equity Policy, as well as Equal Employment Opportunity requirements and City Business Licensing requirements. The Owner's policy is currently undergoing a revision, and the only aspect of the policy that is anticipated to apply to the Contract will be the data reporting and the workforce training requirements.

4. Protest of Bid Solicitation Documents

Any protests of the terms, conditions and other contents of these Bid Solicitation Documents must be presented to the Owner in writing not less than five (5) days prior to the Bid Submission Deadline, and any protests not properly asserted by this date will be deemed waived by the protester. A protest must include a detailed statement of the legal and factual grounds for the protest, a description of the resulting prejudice to the protesting bidder, and a statement of form of relief requested or any proposed changes to the Bid Documents. It is the bidder's responsibility to ensure that the protest is received by the Owner within the stated timelines. The protest must be delivered in the same manner as for the submission of bids and must clearly include the words "**BID SOLICITATION DOCUMENT PROTEST**" on outside of the sealed envelope, in addition to the other information required for the submission of bids. If the Owner receives a protest from a bidder in accordance with this section, Owner may in its sole discretion extend the Bid Submission Deadline if it determines an extension is necessary to consider the protest and, if necessary, to issue Addenda to the Bid Documents or otherwise cancel the solicitation.

5. Submission of Bids

Bids must be submitted in a sealed envelope not later than the Bid Submission Deadline with the following information clearly visible on the outside of the envelope:

Merkato Ethiopian Market Tenant Improvements (ITB 26-01)
SEALED BID – Due at 2 p.m. on July 29, 2026
To Be Opened Only by Authorized Personnel

And addressed to:

Prosper Portland
Attention: Caleb Comas, Procurement and Risk Analyst
220 NW 2nd Avenue, Suite 200
Portland, Oregon 97209

The outside envelope must also clearly indicate the business name of bidder and the bidder's business address. Electronic bids will **not** be accepted. It is the sole responsibility of the bidder to ensure that its bid is received by Owner at the address listed above not later than the Bid Submission Deadline, and Owner will not be liable in any way for any late or misdelivered bid.

6. Bid Security

All bids must be accompanied by Bid Security in the form of a surety bond, irrevocable letter of credit issued by an insured institution as defined in ORS 706.008, cashier's check or certified check in an amount equal to 10% of the total submitted bid amount, including all additive alternates, if any. The failure of a successful bidder to execute the contract and return it to the Owner within 10 days of contract award, together with the required performance bond, payment bond and certificates of insurance, may result in forfeiture of the Bid Security as fixed and liquidated damages at the discretion of the Owner.

When a surety bond is used for Bid Security, the bond must be executed by a surety company authorized to transact business in the state of Oregon, using the form provided herein or the bid will be deemed non-responsive and rejected. Additional forms, as commonly used by the surety, may be affixed to the required form.

The Bid Security in the form of a cashier's check or certified check will be returned to the respective bidders within 10 business days after the Bid Submission Deadline, except for the Bid Security of the three lowest apparent bidders. The Bid Security of the three low bidders will be held by the Owner until the selected bidder has timely delivered to Owner the following:

- A. The executed formal Contract;
- B. The executed Payment Bond and a Performance Bond in the amount of the Contract Price; and
- C. The required Certificates of Insurance with all required endorsements.

7. First Tier Subcontractor Disclosure

Pursuant to ORS 279C.370, if a bid amount is greater than \$100,000, including all additive alternates (if any), the bidder must also submit to Owner a disclosure of the first-tier subcontractors that will be furnishing labor or will be furnishing labor and materials in connection with the Work, and that will have a contract value that is equal to or greater than five percent of the total project bid or \$15,000, whichever is greater, or \$350,000 regardless of the percentage of the total project bid.

The disclosure must include the following information about their first-tier subcontracts either in its Bid Submission or within two (2) working hours after the Bid Submission Deadline: (a) The subcontractor's name; (b) the category of work that the subcontractor would be performing; (c) the dollar value of each subcontract; and (d) the subcontractor's COBID certification status. If the bidder will not be using any subcontractors that are

subject to the above disclosure requirements, the bidder is required to indicate “**NONE**” on the Required Bid Form.

Failure to submit this form by the disclosure deadline will result in a non-responsive bid. A non-responsive bid will not be considered for award. In addition, if the apparent low bidder is disqualified or otherwise not awarded the contract and the next low bidder failed to submit the disclosure form as required, that bidder will be ineligible to receive award of the contract.

8. Responsibility of Bidders

Pursuant to ORS 279C.375(3), each bidder must submit written evidence demonstrating that they are a Responsible Bidder, as further described in RESPONSIBILITY OF BIDDER form. The Owner will investigate and determine the responsibility of the apparent low bidder prior to awarding the contract.

9. Modification or Withdrawal of Bids

Once submitted, a bid may only be modified in writing by the Bidder prior to the Bid Submission Deadline. Any modifications must be prepared on the Bidder’s company letterhead, signed by an authorized representative of the Bidder, and state that the new document supersedes or modifies all prior Bids. It is the Bidder’s responsibility to ensure that the modification is received by Owner prior to the Bid Submission Deadline. The modification must be delivered in the same manner as for the submission of bids and must clearly include the words “**BID MODIFICATION**” on outside of the sealed envelope, in addition to the other information required for the initial bids.

A Bid may only be withdrawn by written notification on company letterhead signed by an authorized representative of the Bidder and received prior to the Bid Submission Deadline. It is the Bidder’s responsibility to ensure that the withdrawal is received by Owner prior to the Bid Submission Deadline. The modification must be delivered in the same manner as for the submission of bids and must clearly include the words “**BID WITHDRAWAL**” on outside of the sealed envelope, in addition to the other information required for the submission of bids. Withdrawn Bids will be returned to the Bidder unopened.

Negligence on the part of a Bidder in preparing its Bid confers no right for the modification or withdrawal of the Bid after the Bid Submission Deadline, and the Bid will be irrevocable until such time as the Owner:

- A. Specifically rejects the Bid, or
- B. Awards the Contract to another Bidder and all requirements have been met for the return of the Bid Security.

All Bids will remain subject to acceptance by the Owner for forty-five (45) calendar days after the Bid Submission Deadline.

10. Receipt and Opening of Bids

Bids must be submitted prior to the Bid Submission Deadline. Bids will be time and date stamped by Prosper Portland personnel upon receipt. Such time and date stamps will govern the determination of on-time submission of Bids.

Bids received after the Bid Submission Deadline will be considered Late Bids. Late Bids will be time and date stamped at the time of receipt by Prosper Portland personnel, marked as “Rejected as Late Bid,” and will be returned, unopened, to the submitter.

Bids will be opened and read aloud at Owner’s Offices located at 220 NW 2nd Avenue, Suite 200, Portland, Oregon within 15 minutes following the Bid Submission Deadline.

After the time fixed for the opening of Bids, their contents will be made available for public inspection upon receipt of a written public records request, subject to the need of Owner to evaluate such Bids prior to Notice of Intent to Award, and except to the extent any Bidder designates trade secrets or other proprietary information that may be exempt from disclosure under Oregon Public Records Law.

11. Bid Evaluation and Negotiation

Owner will endeavor to award a Contract as soon as practicable within forty-five (45) calendar days after the Bid Submission Deadline to the lowest responsive and Responsible Bidder that has substantially complied with the Bid Solicitation Documents, the Owner’s adopted Local Contract Review Board rules, and all other prescribed public contracting rules and procedures, provided the Bid is reasonable and it is in the best interest of the Owner to accept it. In evaluating the Bids, Owner reserves the right, in its sole and absolute discretion, to waive any informality in a Bid, reject any Bid not in substantial compliance with the Bid Solicitation Documents, reject any Bid not in compliance with its Local Contract Review Board rules or state statutes regarding public contracting, or reject all bids pursuant to ORS 279C.395, as applicable.

Prior to award of Contract, the Owner may negotiate with a Bidder to clarify its Bid or to effect modifications that will make the Bid acceptable or more advantageous to the Owner or as set forth in this Section. If all responsive Bids from Responsible Bidders as the result of the solicitation exceed the project cost estimate, the Owner may negotiate with the lowest Responsible Bidder prior to award of the Contract to solicit value engineering and other options to bring the cost within the project cost estimate, provided the scope of Work is not substantially changed from the original solicitation.

If no Bids are received as the result of the solicitation, the Owner may negotiate and enter into a Contract with one entity, provided the scope of Work is not substantially changed from the original solicitation. Notwithstanding any other provision of law, the records of a Bidder used in Contract negotiation under this section that are exempt or conditionally exempt from disclosure under Oregon Public Record Law, are not subject to public inspection until after the negotiated Contract has been awarded or the negotiation process has been terminated.

12. Mistakes in Bids

Clarification or withdrawal of a bid after Bid Submission Deadline because of an inadvertent, non-judgmental mistake in the bid requires careful consideration to protect the integrity of the competitive bidding system, and to ensure fairness. Except as provided in this Section, if the mistake is attributable to an error in judgment, the Bid may not be corrected. Bid correction or withdrawal by reason of a non-judgmental mistake is permissible but only to the extent that it is not contrary to the interest of the Owner or the fair treatment of other bidders.

Owner may, at its sole discretion, waive or correct mistakes involving “Minor Informalities” when discovered after the Bid Submission Deadline. For the purposes of this Section, “Minor Informalities” are matters of form rather than substance that are evident from the Bid Documents, or insignificant mistakes that can be waived or corrected without prejudice to other bidders or the Owner. Examples of minor informalities include, but are not limited to, a Bidder’s failure to return the required number of signed Bid Documents; failure to sign in the designated block so long the Bid Documents otherwise evidence an intent to be bound; clerical, transposition or written figure discrepancy with numbers price; or, failure to acknowledge receipt of an Addendum to the Bid Documents if it is clear that the Bidder received the Addendum and intended to be bound by its terms or if the Addendum did not affect price, quantity, quality, or delivery time. Minor Informalities do not include mistakes that affect price, quantity, quality, delivery, or contractual conditions except in the case of informalities involving a mathematical discrepancy between unit price and extended price, wherein the unit price will govern.

The Owner may, at its sole discretion, reject any Bid in which a mistake is clearly evident on the face of the Bid form, and the intended Bid is not clearly evident or cannot be substantiated from accompanying documents or objectively verified through other means.

13. Rejection of Bids

Owner may reject any Bid not in compliance with all prescribed public contracting procedures and requirements and may, for good cause, reject all Bids upon finding it is in the public interest to do so. More than one Bid from an individual, firm or other entity, under the same or different names, may disqualify all such Bids submitted by that entity in Owner’s sole discretion. Bids in which the prices bid for individual units appear intentionally unbalanced so as to leave the total Bid competitive, also may be disqualified. If the time for consideration of Bids has expired without a Bid award, all Bids will automatically be rejected, unless an extension of time has been mutually agreed upon in writing between the Owner and one or more of the apparent three lowest Bidders.

In the event all Bids are rejected, all Bids received will become part of the solicitation file and the Bid security, if any, will be returned. In any case where competitive Bids are required and all Bids are rejected, and the proposed project is not abandoned, new Bids may be called for as in the first instance.

14. Notice of Intent to Award; Protest

At least seven (7) Days before award of the Contract, Owner will provide written notice to all Bidders of Owner's intent to award the Contract ("Notice of Intent to Award").

Any Bidder who has submitted a Bid and who is adversely affected by the Owner's intent to award the Contract to another Bidder has seven (7) Days after issuance of the Notice of Intent to Award ("Award Protest Deadline"), to submit a written protest of the intended award to Owner at the same address as for submission of Bids. Owner will not consider any protest received after the Award Protest Deadline. The Bidder's written protest must specify the grounds upon which the protest is based. A Bidder is adversely affected only if the Bidder is eligible for award of the Contract and is next in line for award (i.e. the protesting Bidder must claim that all lower Bidders are ineligible for award because their offers were nonresponsive or that Owner committed a material violation of a provision in the Bid Solicitation Documents or of an applicable statute, and that the protesting Bidder was adversely affected). Protests not properly asserted as required herein will be deemed waived by the protester. Owner will endeavor to settle or resolve all properly submitted protests and, if not withdrawn by protestor, will issue a written decision on the protest.

Any appeal of the Owner's written decision on the protest must be received by the Owner's Executive Director in writing within seven (7) days of the issuance of the decision. The appeal must identify the award in question and specifically outline the reason for the appeal. The written decision of the Executive Director regarding an appeal is final, and judicial review of this decision will be available to the extent provided by statute. The Bidder must exhaust all avenues of administrative review before pursuing judicial review.

The Contract award will be deemed final seven (7) days after the date the Notice of Intent to Award is issued, if no protest is received by Owner within that time. Otherwise, the Contract award will be deemed final only upon Owner's issuance of a written response to all protests, including any appeals thereof, that expressly affirms the award.

15. Award of Contract

The Owner will endeavor to issue its Notice of Intent to Award the Contract or reject all Bids within forty-five (45) days after the Bid Submission Deadline. The successful Bidder must execute and return the Contract to Owner, together with the required performance bond, payment bond and certificates of insurance, within fourteen (14) days from the date the Contract award is deemed final, and if not, Owner may award the Contract to the next lowest responsive and Responsible Bidder and the Bid Security may be forfeited to the Owner as fixed and liquidated damages at Owner's sole discretion. Owner may extend the deadline for the successful Bidder to return the executed Contract or any required insurance and bond documents, in its sole discretion.

The time of completion of the Work contemplated by the Contract will not be extended or changed by the lapse of time between the Bid Submission Deadline and the execution of the Contract. In specifying the dates for completion, both parties understand that, except in the case of a Bid Protest, it is anticipated that a period of up to fifty-two (52) days may elapse between the Bid Submission Deadline and date that Owner will submit the contract to the Bidder for execution. If the Owner finds that the public interest requires a delay in consideration of the Bid award beyond the forty-five (45) days contemplated herein, the Owner may extend the time of completion of the Work and the Bidder may, at its option, either request to be released from its Bid Security and withdraw its Bid or grant an extension of time for the Owner to consider award of the Contract.

16. Required Insurance

The successful Bidder must carry, at a minimum, insurance as specified in the General Conditions, and provide all certificates of insurance and endorsements required therein at the time of Contract execution.

17. Required Bonds

The successful Bidder will be required to promptly execute and deliver to Owner a performance bond in an amount equal to the full contract price conditioned on the faithful performance of the contract in accordance with the plans, specifications and conditions of the contract, pursuant to ORS 279C.380(1)(a). The performance bond must be solely for the protection of the Owner.

The successful bidder will also be required to promptly execute and deliver to Owner a payment bond in an amount equal to the full contract price, solely for the protection of claimants under ORS 279C.600, pursuant to ORS 279C.380(1)(b).

Each performance bond and each payment bond must be executed by a surety company or companies holding a certificate of authority to transact surety business in the State of Oregon. The bonds may not constitute the surety obligation of an individual or individuals. The performance and payment bonds must be payable to the Owner and must be in a form approved by the Owner.

18. Required Warranty

The successful Bidder must warranty all equipment and materials furnished and work performed for a period of one (1) year from the date of written acceptance of the project, or as otherwise specified in the Contract.

SECTION II – REQUIRED BID FORMS

FORM A
BID PROPOSAL AND BID SCHEDULE

To: Prosper Portland
220 NW 2nd Avenue, Suite 200
Portland, Oregon 97209

From: _____
Bidder (Company Name)

Address

State & Zip

Telephone

The undersigned bidder declares that they have carefully examined the Bid Solicitation Documents, including without limitation the Instructions to Bidders, Bid Submittal requirements, Addenda (if any), Contract Agreement, Performance and Payment Bond requirements, General Requirements, Scope of Work, and Other Technical Specifications for the construction of **Merkato Ethiopian Market Tenant Improvements (ITB 26-01)** that they have made an examination of the site of the proposed work and have made such investigations as are necessary to determine the conditions to be encountered, and that if this proposal is accepted, they will contract with Prosper Portland, in the form similar to that attached; will provide the necessary machinery, tools, apparatus, and other means of construction and will furnish all materials and labor as specified in the Contract Agreement and all other Bid Solicitation Documents, as necessary to complete the work in the manner herein specified, and according to the requirements of the Owner.

By signing and returning a bid, bidder acknowledges that it has read and understands the terms and conditions contained in the Bid Solicitation Documents and that it accepts and agrees to be bound by the terms and conditions of the Bid Solicitation Documents.

The undersigned agrees that upon written acceptance of this bid they will, within ten working days of receipt of such notice, execute a formal contract agreement with the Owner in substantially the form as contained in the Bid Solicitation Documents. The undersigned further agrees that they will provide the following in order to execute the contract:

1. Performance Bond and Corporate Surety Payment Bond, both in the amount equal to 100% of the awarded contract;
2. Certificates of Insurance for Liability and property damage coverage;
3. Certificates of Coverage for Worker Compensation Insurance;
4. All other bonds, permits, licenses, etc. as required in the Bid Solicitation Documents.

The undersigned hereby represents as follows:

1. That no Commissioner, officer, agent or employee of Prosper Portland is personally interested directly or indirectly in this Contract or the compensation to be paid hereunder and that no representation, statement or statements, oral or in writing, of Prosper Portland, its Commissioners, officers, agents or employees other than those contained within the Bid Solicitation Documents, have induced them to submit this Bid and the papers made a part of its terms;

Authorized Agent Information

Name: _____

Title: _____

Email: _____

Signature: _____

Project Manager/Contact Information

Name: _____

Email: _____

Telephone: _____

FORM B
ADDENDA ACKNOWLEDGEMENT

I/We have received the following Addenda:

None _____

1. _____

2. _____

3. _____

4. _____

Date _____

Authorized Agent Signature _____

Printed Name _____

Title _____

Bidder _____

FORM C
COMPLIANCE WITH PREVAILING WAGES

PREVAILING WAGES

The Project is a public work project pursuant to ORS 279C.800, et seq., and/or Prosper Portland's Construction Wages Policy, and is subject to the requirements of Article 17.1 in the General Conditions. Bidder acknowledges and agrees that they will comply with ORS 279C.840, and that the effective date for determining the applicable wage rate is the Oregon Bureau of Labor and Industries' Prevailing Wage Rates for Public Works Contracts effective as of the date the ITB is issued, together with any amendments thereto as of such date. (the "Prevailing Wage Date")

Date _____

Authorized Agent Signature _____

Printed Name _____

Title _____

Bidder _____

FORM D
RESIDENT BIDDER STATUS

RESIDENT BIDDER STATUS

The undersigned represents itself as either a Resident or a Nonresident bidder by checking the appropriate spots below. Pursuant to ORS 279A.120, a “Resident Bidder” is a bidder that has paid unemployment taxes or income taxes in Oregon during the 12 calendar months immediately preceding submission of the bid, has a business address in Oregon, and has stated in the bid whether the bidder is a “Resident Bidder”.

If a Nonresident Bidder, the bidder acknowledges that, if awarded the Contract, they must promptly report to the Oregon Department of Revenue on forms to be provided by the department the total contract price, terms of payment, length of contract and such other information as the department may require before they will receive final payment on the Contract and that Owner must be satisfied that this requirement has been met before it will issue a final payment on the Contract.

☐ Resident Bidder

☐ Nonresident Bidder

Date _____

Authorized Agent Signature _____

Printed Name _____

Title _____

Bidder _____

FORM E
CERTIFICATION OF DRUG TESTING PROGRAM

DRUG TESTING PROGRAM

The Bidder confirms that it has an employee drug-testing program in place and will demonstrate this prior to award of contract, pursuant to ORS 279C.505(2).

Date _____

Authorized Agent Signature _____

Printed Name _____

Title _____

Bidder _____

FORM F
ANTI-FRAUD STATEMENT

The undersigned Bidder hereby certifies that the Bid is genuine and not a sham or collusive bid, or made in the interest or on behalf of any person not therein named; and further certifies that the Bidder has not directly or indirectly engaged in fraud, misrepresentation, price-rigging, unlawful anti-competitive conduct or similar behavior in the preparation of the Bid or in the general conduct of its business at any time during the five (5) years immediately preceding the submission of the Bid.

Date _____

Authorized Agent Signature _____

Printed Name _____

Title _____

Bidder _____

FORM G
OREGON CONSTRUCTION CONTRACTORS LICENSE

The Owner will not accept a bid unless the bidder is licensed with the Oregon Construction Contractors Board (CCB) and is qualified to hold a public improvement contract. In addition, any contractor or subcontractor doing landscaping must be licensed by the State Landscape Contractors Board. The undersigned confirms that this firm is licensed with the CCB and is qualified to hold a public improvement contract. In addition, the undersigned affirms that all subcontractors providing construction or landscaping services will be licensed by the CCB or LCB as required.

Date _____

Authorized Agent Signature _____

Printed Name _____

Title _____

Bidder _____

Contractor CCB # _____

FORM H
CITY OF PORTLAND BUSINESS LICENSE

The Owner will not accept a bid unless the bidder either holds an existing business license with the City of Portland or certifies that they will obtain a business license from the City of Portland before executing any contract with Owner for the Work. Bidder acknowledges that, if selected for award of the Contract, the deadlines for returning an executed Contract and for substantial completion of the Work will not be extended as a result in any delay caused by bidder's obligation to obtain a City of Portland business license before executing the Contract with the Owner.

Bidder _____

City of Portland Business License No. _____

I CERTIFY THAT THE CONTRACTOR LISTED ABOVE (CHECK ONE):

- ☐ Is in possession of a current City of Portland business license.
- ☐ Will apply for and obtain a City of Portland Business License if awarded the contract.

Signature of Authorized Agent _____

Title _____

FORM I
CERTIFICATION OF NON-DISCRIMINATION

The undersigned certifies that it has not discriminated against minority, women, or emerging small business enterprises in the obtaining of subcontracts for this project and will not discriminate against minority, women, or emerging small business enterprises in awarding of subcontracts for this project.

Date _____

Authorized Agent Signature _____

Printed Name _____

Title _____

Bidder _____

FORM J
CERTIFICATION OF COMPLIANCE WITH TAX LAW

The undersigned certifies, under penalty of perjury, to the best of the undersigned's knowledge, it is not in violation of any tax laws, including state tax laws imposed by ORS 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 320, 321 and 323; the elderly rental assistance program under ORS 310.630 to 310.706; and local taxes administered by the Department of Revenue under ORS 305.620.

Date _____

Authorized Agent Signature _____

Printed Name _____

Title _____

Bidder _____

FORM K
FIRST TIER SUBCONTRACTOR DISCLOSURE REQUIREMENTS

List below the name of each subcontractor that will be furnishing labor or labor and materials and that is required to be disclosed by ORS 279C.370, the dollar value of the subcontract, and the category of work that the subcontractor will be performing.

Enter “NONE” if there are no subcontractors that need to be disclosed.

Project Name: Merkato Ethiopian Market Tenant Improvements

Project Number: ITB 26-01 **Form due:** 2 hours after bid opening

SUBCONTRACTOR NAME (Please Print)	DOLLAR VALUE	CATEGORY/DIVISION OF WORK (Painting, electrical, landscaping, etc.)	COBID CERTIFICATION (Construction Business and Workforce Equity registration compliance)
	\$		
	\$		
	\$		
	\$		
	\$		
	\$		
	\$		
	\$		
Failure to submit this form within two hours after the bid opening will result in a non-responsive bid. A non-responsive bid will not be considered for award.			

Bidder: _____

Contact Name: _____ Phone No.: _____

FORM L
SURETY BOND AS BID SECURITY

Know all persons by these presents, that _____
_____, a surety company duly organized under the laws of the State
of _____, having its principal place of business at _____
_____ in the State of _____, and authorized to do
business in the State of Oregon is held and firmly bound unto Prosper Portland, in the full penal
sum of ten (10) percent of the total amount of the bid for the work described in: Prosper Portland
Invitation to Bid for the **Merkato Ethiopian Market Tenant Improvements (ITB 26-01)**
(the "Work"), for the payment of which, well and truly to be made, we bind ourselves, our heirs,
executors, administrators and assigns, successors and assigns, jointly and severally, firmly by
these presents.

The condition of this bond is such that _____ (the "Bidder") is herewith
submitting its bid for the Work (the "Bid"), said Bid, by this reference, being made a part hereof.

Now, therefore, if the Bid is accepted and the Contract for the Work awarded to the Bidder, and
if the Bidder enters into and executes the contract, furnishes the required Performance and
Payment Bonds, and furnishes the required proof of insurance pursuant to the Bidding and Bid
Solicitation Documents within the time fixed by the Documents, then this obligation will be
void; otherwise, the SURETY hereby agrees to pay the OBLIGEE the penal sum as liquidated
damages.

Signed and sealed this _____ Day of _____, _____.

{SEAL}

SURETY COMPANY

By:

Its:

FORM M
QUALIFICATION OF BIDDER

Pursuant to ORS 279C.375, Bidder must demonstrate to Owner that they are a Responsible Bidder, by submitting the documentation described in this form as part of its bid. Additional pages may be attached, as necessary, not to exceed the page limits indicated below.

1. Describe the Bidder's financial, material, equipment, facility and personnel resources and expertise, or the ability to obtain such resources and expertise, necessary to meet all contractual responsibilities. (Limit 1 additional page)

2. List all current licenses that Bidder holds that are necessary to undertake or perform the work specified in the contract, excluding the Licenses identified on Form G (Construction Contractor's Board) and Form H (City of Portland Business License). (Limit 1 additional page)

3. Describe the insurance policies carried by the Bidder, including all endorsement and riders to such policies, that are sufficient to meet the insurance requirements that will be required of the successful bidder as set forth in the Solicitation Documents. (Limit 1 additional page per required policy)

4. Describe the Bidder's experience completing three (3) previous contracts of a similar nature during the past ten (10) years with a satisfactory record of performance. For purposes of this disclosure, a "satisfactory record of performance" means that, to the extent that the costs associated with and time available to perform a previous contract remained within the bidder's control, the bidder stayed within the time and budget allotted for the project and otherwise performed the contract in a satisfactory manner. Provide the name of the project, the city/state of the project location, the name of the project owner, the name of the project manager, and contact information for the owner (mailing address, telephone number, and email address). (Limit 1 additional page per project)

5. Identify two (2) professional references that can attest to the Bidder's satisfactory record of integrity. References should have sufficient experience working with the Bidder to be willing and able to speak knowledgeably about the Bidder's business practices pertaining to honesty, transparency, support of anti-racist and non-discriminatory practices in hiring and subcontracting, and any prior record related to anti-competitive practices (especially if such conduct resulted in litigation or criminal charges). References may not include any person identified in response to question 4 above, any person employed by Bidder, or any person anticipated to work with Bidder as a contractor, subcontractor, vendor, or material supplier on the Project. (Limit 1 additional page)

During its evaluation of the apparent low-Bidder's responsibility, Owner may request additional information from Bidder, as Owner deems necessary to satisfy the requirements of ORS 279C.375. Bidder will be required to supply all necessary information in connection with the inquiry concerning responsibility and, if a bidder fails to promptly supply the requested information concerning responsibility, the Owner may determine the Bidder's responsibility based on available information, or may find that the bidder is not responsible, at Owner's sole discretion.

Date	_____
Authorized Agent Signature	_____
Printed Name	_____
Title	_____
Bidder	_____

FORM N
CONSTRUCTION BUSINESS AND WORK FORCE EQUITY POLICY

We acknowledge and agree to comply with the following provisions of Prosper Portland's Construction Business and Work Force Equity Policy:

1. Ensure that a minimum of twenty percent (20%) of labor hours in each apprenticeable trade performed by any prime contractor or subcontractor, are worked by state registered apprentices if working an excess of 300 hours or more on any trade (unless a WTHP Alternative Path has been approved by Prosper Portland, in accordance with Section 3.3. of Prosper Portland's Construction Business and Workforce Equity Policy (set forth in Commission Res. No. 7411).
2. Prime Contractor will attend a training with Prosper Portland Compliance staff and upload contracts into the CCRS Contract Compliance Reporting System through the City of Portland and report out payments to subcontractors monthly by the 5th business day of each month. Prosper Portland, through CBWE Staff will monitor projects and report to appropriate external stakeholders and internal staff.

Date _____

Signature of Bidder _____

Printed Name of Bidder _____

Title _____

Business Name _____

SECTION III – PREVAILING WAGE RATES

Contractor must comply with ORS 279C.800 through 279C.870, concerning payment of not less than prevailing wage rates; each worker in each trade or occupation employed in the performance of the Work under these Contract Documents, either by Contractor, Subcontractor, or other person doing or contracting to do the whole or any part of the Work, must be paid not less than the applicable prevailing wage rates for state and federal wages, whichever is higher.

By this reference, the Oregon Bureau of Labor and Industries Prevailing Wage Rates are in effect for this contract. They can also be found online at

<https://www.oregon.gov/boli/employers/Pages/prevailing-wage-rates.aspx>. More specifically, they include the information in the table below.

<i>Prevailing Wage Rates for Public Works Contracts in Oregon</i>	<i>Effective January 5, 2026</i>
<i>Prevailing Wage Rates Apprenticeship Rates</i>	<i>Effective April 5, 2026</i>
<i>Prevailing Wage Rates Amendment</i>	<i>Effective April 5, 2026</i>
<i>Prevailing Wage Rates Amendment</i>	<i>Effective February 6, 2026</i>
<i>Definitions of Covered Occupations for Public Works Contracts in Oregon</i>	<i>Effective October 5, 2024</i>

SECTION IV – RESERVED

SECTION V – CONTRACT AGREEMENT

SECTION V – FORM OF PUBLIC IMPROVEMENT CONTRACT

SECTION V.a – GENERAL CONDITIONS FOR PUBLIC IMPROVEMENT CONTRACTS

SECTION V.b – BONDS

Attached Separately

SECTION VI – CONSTRUCTION SPECIFICATIONS

Attached Separately

SECTION VII – CONTRACT DRAWINGS

Attached Separately