

Invitation to Bid
Public Improvement Project

Concourse A Passenger Boarding Bridge Upgrades

Solicitation No. ITB 20272002

Due Date and Time:
Thursday, July 30, 2026, at 2:30 PM

NON-MANDATORY PRE-BID CONFERENCE

Tuesday, July 14, 2026 @ 10:00am

Eugene Airport Terminal Building – Mezzanine
28801 Douglas Drive, Eugene OR 97401

CITY OF EUGENE



Central Services

Finance Division/Purchasing
500 E. 4th Avenue, Suite 303
Eugene, Oregon 97401

The Purchasing Office is closed to the public except by appointment.

I. INVITATION TO BID

CITY OF EUGENE
INVITATION TO BID
Solicitation No. ITB 20272002

Notice to Suppliers

Pursuant to ORS 279C.365 and City of Eugene Administrative Order 44-25-01-F, Public Contracting Rule (City Rule) 137-049-0200, sealed bids for **Concourse A Passenger Boarding Bridge Upgrades** for the City of Eugene Airport will be accepted by the Purchasing Office until Thursday, July 30, 2026, at 2:30 PM. Bids will be opened immediately thereafter and publicly read aloud in a [Microsoft Teams meeting](#). Bids will not be accepted after the bid closing time and date. Bids shall be valid for ninety (90) days after opening unless otherwise specified in the bid specifications. This Invitation to Bid (ITB) does not commit the City to pay any costs incurred by any bidder in the submission of a bid.

Project Description

This project involves replacing the existing passenger boarding bridges (PBB) at gates A5 and A6. Additionally, the Gate A6 boarding door and jet bridge will be relocated to the east, which requires adding two fixed bridge segments. The scope includes procuring the new PBBs as well as executing the civil, electrical, and structural improvements necessary to support the relocated Gate A6.

Solicitation Documents

Solicitation documents may be electronically accessed by logging in to [OregonBuys](#). To view solicitations issued by the City of Eugene navigate to **Supplier Activities**, select the **Open Bids** icon, and choose **Advanced Search**. Then, click **Select Organization** and select **City of Eugene** from the list of available entities.

A copy of the solicitation may also be obtained by emailing the Purchasing Analyst shown below.

Proposers are required to submit their proposals through OregonBuys prior to the specified due date and time. Detailed [submission instructions](#) are provided by the City of Eugene and must be followed to ensure a successful submission. To request a copy of the submission instructions, please email the Purchasing Analyst. Proposers requiring technical assistance with OregonBuys should contact the Supplier Help Desk at support.oregonbuys@oregon.gov or by phone at 1-855-800-5046.

Emailed submissions will only be accepted if prior written approval has been granted by the Purchasing Analyst.

Prevailing Wage Rates

This ITB is for a public improvement project which is subject to State of Oregon Bureau of Labor (BOLI) prevailing wage laws (ORS 279C.800 to 279C.870). All Bidders are required to consult the Oregon State BOLI Prevailing Wage Rates in effect on January 5, 2026, and as amended on February 18, 2026, and April 5, 2026, will apply and can be found at the following link: https://www.oregon.gov/boli/whd/pwr/pages/pwr_state.aspx.

Title VI Solicitation Notice

The City of Eugene, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4), 28 CFR § 50.3, and 49 CFR Part 21, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, all contractors will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of the owner's race, color, national origin, sex, creed, age, or disability in consideration for an award.

Employee Drug Testing Program

Pursuant to ORS 279C.505 (2), all contractors and subcontractors working on public improvement contracts shall demonstrate that an employee drug testing program is in place. Certificate of Bidder/Contractor Employee Drug Testing Program shall be submitted with the proposal and with all subcontractor bids during the bidding phase of this project.

Pre-Bid Conference

A non-mandatory pre-bid conference and site walk will be held Tuesday, July 14, 2026 @ 10:00am at the Eugene Airport Terminal Building Mezzanine. Parking can be accommodated at the Airport Administration building at 28855 Lockheed Drive, Eugene Oregon. Please note that parking at this location is only permissible for the non-mandatory pre-bid meeting, and not for future use. Please meet at the Airport Information booth within the main terminal, and an airport employee will assist you to the Terminal Mezzanine for the non-mandatory pre-bid conference.

To minimize disruption to the facility, it is the intent of the City to offer only this opportunity to view the project site. Statements made by the City's representatives at the pre-bid conference are not binding upon the City unless confirmed by written addendum issued under Section II (7.0) of this ITB.

Single Point of Contact

City of Eugene Purchasing is the issuing office. Address all concerns or questions regarding this solicitation to the Purchasing Analyst identified below.

Dated: July 2, 2026

Michelle Hahn, OPBC
Purchasing Analyst
City of Eugene
mhahn@eugene-or.gov

II. INSTRUCTIONS TO BIDDERS

1.0 STANDARD BID FORM

- 1.1 Bids shall be submitted on forms identical to those forms provided by the City. The bidder shall make no alterations or additional stipulations on the bid form nor qualify the bid in any other manner. Alteration of any part of the bid form content will cause the bid to be considered non-responsive.
- 1.2 All available fields on the bid form shall be filled in electronically, by typewriter or manually, in ink. Mistakes must be crossed out and corrections typed or written in ink and initialed by the party signing the bid. No erasures are permitted. The omission of any required information or forms may invalidate a bid.
- 1.3 Complete sets of bid documents shall be used in preparing bids.

2.0 SUBMISSION

- 2.1 Bidders must [submit their bids](#), including a scanned copy of the bid security, through OregonBuys before the due date and time specified. Bidders who need assistance with OregonBuys can contact the Supplier Help Desk at support.oregonbuys@oregon.gov or 1-855-800-5046.
- 2.2 Bidder is responsible for submitting their bid prior to the closing time and date. Late bids will not be accepted. The City is not responsible for any delays caused by computer/software issues.
- 2.3 Oral, telephonic, telegraphic, or faxed bids are invalid and will not be considered. Emailed bids may be considered only if pre-approved by the Purchasing Analyst.

3.0 SOLICITATION MODIFICATIONS

Any questions, clarifications, modifications, or substitutions of the specifications or contract shall be delivered to the Purchasing Analyst by email, in conformance with City Rule 137-049-0260, and no less than eight (8) calendar days PRIOR to the solicitation closing and submitted separately from the solicitation response.

A request for change shall be marked "Contract Provision Request for Change" and include the solicitation number and title along with a statement of the requested change(s) to the Contract terms and conditions, including any Specifications, together with the reason for the requested change.

Contents of questions, clarifications, modifications, or substitutions shall include the following, as applicable:

- The solicitation number and title
- A reference to the page and item being addressed
- The reason and any proposed alterations

Questions, clarifications, modifications, or substitutions included with the response to the solicitation may cause it to be considered non-responsive.

4.0 BID MODIFICATION OR WITHDRAWAL

- 4.1 Bids may be modified in writing prior to closing in accordance with City Rule 137-049-0280. Bidder shall submit any modification to its bid in accordance with the

requirements for submitting a bid listed in II. INSTRUCTIONS TO BIDDERS, 2.0 SUBMISSION.

Any modification must include the bidder's statement that the modification amends and supersedes the prior bid. The bidder shall mark the submitted modification as follows:

- 4.1.1 Bid Modification; and
- 4.1.2 Solicitation Number

4.2 Bids may be withdrawn by written notification on company letterhead signed by an authorized person and received prior to the time and date set for bid closing or as otherwise authorized by City Rule 137-049-0320(2).

5.0 OR EQUAL

5.1 Whenever a process is designated or a manufacturer's name, brand, or item is designated or described, it shall be understood that the words, "or equal" follow such name, designation, or description, whether in fact they do so or not, unless no substitution is stated in the specifications. Items bid other than specified must be determined by the City as an approved equal. To be considered, include detailed specifications, cut sheets, and modifications necessary that would make the proposed item equal to the desired specifications.

5.2 Review and approval of "or equal" products will be considered both pre- and post-award.

6.0 SOLICITATION PROTESTS

If a prospective bidder believes that the procurement process is contrary to law or that this solicitation document is unnecessarily restrictive, is legally flawed or improperly specifies a brand name, the prospective bidder may file a protest with the City. Protests must be submitted in writing to the City's Purchasing Manager, no less than seven (7) calendar days prior to solicitation closing. The protest must be emailed to Eugene.Purchasing@ci.eugene.or.us, clearly identified as a protest and identifying the solicitation being protested. Faxed protests shall not be accepted.

The Purchasing Manager shall consider the protest if it is timely filed in accordance with City Rule 137-049-0260 and contains the following information: 1) sufficient information to identify the solicitation that is the subject of the protest; 2) the grounds that demonstrate how the procurement process is contrary to law or how the solicitation document is unnecessarily restrictive, is legally flawed or improperly specifies a brand name; 3) evidence or supporting documentation that supports the grounds on which the protest is based; and 4) the relief sought. The Purchasing Manager shall issue a decision on the protest no fewer than three (3) business days before the solicitation closing, unless a written determination is made by the Purchasing Manager that the public interest requires a shorter time limit.

7.0 ADDENDA AND INTERPRETATIONS

7.1 Statements by City staff or its representatives are not binding on City, unless confirmed by written addendum. Addenda will issue and proposers shall receive addenda per City Rule 137-049-0250, and as follows: City will not mail notice of addenda but will publish any addenda on [OregonBuys](#) site. Bidders should frequently check the [OregonBuys](#) site until closing (i.e., at least once weekly until the week of closing, and at least once daily the week of the closing period).

7.2 Any written addendum issued which includes changes, corrections, additions, interpretations, or information, and issued in accordance with City Rule 137-049-0250 shall be binding upon the proposer.

8.0 NONDISCRIMINATION

Submittal of a bid in response to this ITB evidences bidder's agreement that, in performing the work called for by this ITB and in securing and supplying materials, bidder has not and will not discriminate against: 1) any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, physical or mental handicap, national origin or ancestry unless the reasonable demands of employment are such that they cannot be met by a person with a particular physical or mental handicap; and 2) a subcontractor in the awarding of a subcontract because the subcontractor is a minority, woman, or emerging small business enterprise certified under ORS 200.055, or a business enterprise that is owned or controlled by, or that employs a disable veteran as defined in ORS 408.225.

9.0 PREPARATION OF BIDS

Bidders are expected to examine the specifications, schedules and all instructions. The City is not liable for costs associated of preparation of bids in response to this ITB.

10.0 SILENCE OF SPECIFICATIONS

The apparent silence of the specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

It is intended that the Contractor in the selection of components will use material and design practices that are the best available in the industry for the type of operating conditions to which the item(s) will be subjected and at the least meets the minimum standards of performance as specified in this Request. All parts, equipment and accessories shall, at the least, conform in strength, quality of material and workmanship to recognized industry standards and the minimum requirements of this Request.

11.0 EMPLOYEES NOT TO BENEFIT

No employee or elected official of the City of Eugene shall be permitted to receive any share or part of this contract or any benefit that may arise therefrom.

12.0 CITY FURNISHED PROPERTY

No material, labor or facilities will be furnished by City unless otherwise provided for in this ITB.

13.0 PERFORMANCE AND PAYMENT BONDS

In accordance with City Rule 137-049-0460 the successful bidder shall provide, within thirty (30) days after receiving the bid award, a performance bond and payment bond each in a sum equal to the Contract Price or Order Price. The bonds shall be dated concurrent to, or subsequent to, the date of the Contract or Order.

14.0 BID SECURITY

Each bid shall be accompanied by a bid security in the amount of five percent (5%) of the bid price. The security is to be furnished by the company who will construct the Public Work/Public Improvement offered.

15.0 PUBLIC WORKS BOND

Before starting work on a project, a contractor or subcontractor, unless exempt under ORS 279C.800 to 279C.870, shall file with the Construction Contractors Board a Public Works bond in the amount of \$30,000 with a corporate surety authorized to do business in the state of Oregon. Before starting work on a contract for a public works project, the contractor shall provide the City with a written statement certifying contractor and any subcontractor have filed a public works bond as required above.

16.0 RESERVED RIGHTS

The City reserves the right:

- A. To reject any bid not in compliance with all prescribed public bidding procedures and requirements.
- B. To reject for good cause any or all bids upon the City's written finding that it is in the public interest to do so.
- C. To reject any and all bids not meeting or differing from the specifications set forth herein.
- D. To waive any or all informalities in the bids submitted.
- E. To consider the competence and responsibility of bidders in making any awards.
- F. In the event that two or more bids are identical in price, fitness, availability and quality, award shall be made in accordance with City Rule 137-046-0300.
- G. In the event any bidder or bidders to whom a contract is awarded shall default in executing said formal contract or in furnishing a satisfactory performance bond within the time and manner herein after specified, to re-award the contract to another bidder or bidders.
- H. To extend the deadline for submitting bids, in accordance with City Rule 137-049-0250.
- I. To negotiate additions or deletions to goods and services requested.
- J. To include liquidated damages of \$1000.00 per day for each day the service is not delivered as set forth in the contract, barring circumstances beyond Contractor's control. See Attachment A Specifications, Section 80-08 for further information.

17.0 RECYCLABLE PRODUCTS

Bidders shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document, provided said recycled materials meet all applicable standards. Preference for such recycled materials shall be given pursuant to City Rule 137-046-0320.

18.0 CONSIDERATION OF BIDS

18.1 Bids will be opened publicly by the City of Eugene Purchasing Office at the due date and time indicated in the ITB or any extension thereof made by addendum. Bidders and other interested parties are invited to be present at the bid opening; however, the identity of the successful bidder will not be determined at the bid opening time.

18.2 It is the intent of the City to award a contract to the lowest responsive and responsible bidder provided the bid has been submitted in accordance with the requirements of these bidding documents and does not exceed the funds available. Consistent with the provisions of the bid documents, award may be made by item, groups of items, or the entire bid upon the City's determination that it is in the public interest to do so.

18.3 In determining the lowest responsive and responsible bid, the City shall, for the purpose of awarding the contract, add a percent increase to the bid of a nonresident bidder equal to the percent, if any, of the preference given to that bidder in the state in which the bidder resides. The City shall rely on the Oregon Department of Administrative Services' published list of states, which gives preference to in-state bidders to determine the percent increase to be added.

18.4 The City shall give preference to materials and supplies manufactured from recycled materials when available at a cost no greater than five (5) percent above the cost of comparable products manufactured from virgin materials. Subsequent contract or purchase order award will be based on these criteria and may contain applicable standard contract provisions as required by law.

18.5 The City shall post notice on OregonBuys of the City's intent to award the contract. Award shall not be final until the later of the following:

- a. Seven (7) calendar days after the date of the Notice of Intent to Award; or
- b. City provides a written response to all timely filed protests, if any, that deny the protest and affirms the award.

Bidders may protest the notice of intent to award the contract in accordance with City Rule 137-049-0450.

19.0 RESPONSIBLE BIDDER DETERMINATION

All public entities that award public improvement contracts must complete a Responsible Bidder Determination Form as mandated by ORS 279C.375. To make a determination of whether the bidder meets the standards of responsibility, the City will check the list created by the Construction Contractors Board under ORS 701.227 for bidders who are not qualified to hold a public improvement contract. For bidders not listed, the City will then consider whether the bidder:

- a) Has available the appropriate financial, material, equipment, Facility, and personnel resources and expertise, or the ability to obtain the resources and expertise, necessary to meet all contractual responsibilities.
- b) Holds current licenses that businesses or service professionals operating in this state must hold in order to undertake or perform the work specified in the contract.
- c) Is covered by liability insurance and other insurance in amounts required in solicitation documents.
- d) Qualifies as a carrier-insured employer or a self-insured employer under ORS 656.407or has elected coverage under ORS 656.128.
- e) Has disclosed the bidder's first-tier subcontractors in accordance with ORSS 279C.370.
- f) Has a satisfactory record of performance.

- g) Has a satisfactory record of integrity.
- h) Is qualified legally to contract with the contracting agency.
- i) If applicable, bidders with a contract valued at \$500,000 or more and that have 50 or more employees possess a certificate that the Oregon Department of Administrative Services issued under Section 2 of the 2015 Act. ([Wage Law Certificate](#))
- j) Has supplied all necessary information in connection with the inquiry concerning responsibility.

20.0 CONTRACT AWARD

Submittal of a bid evidences bidder's intent to execute and be bound by the terms of the attached contract, see Section VII Sample Contract. Negotiation will be conducted only as allowed by City Rule 137-049-0420. After award of the contract, City and Contractor may only modify the contract in accordance with City Rule 137-049-0910.

21.0 PUBLIC RECORDS

21.1 This ITB and one copy of each original bid received in response to it, together with copies of all documents pertaining to the award of a contract, shall be kept by the City of Eugene Purchasing Office and made a part of a file or record which shall be open to public inspection. If a bid contains any information that is considered trade secret under ORS 192.345(2), each sheet of such information must be marked with the following;

"This data constitutes a trade secret under ORS 192.345(2) and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS 192."

The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only "unless the public interest requires disclosure in the particular instance." ORS 192.345(2). Therefore, non-disclosure of documents or any portion of a document submitted as part of a bid may depend upon official or judicial determinations made pursuant to the Public Records Law.

21.2 The above restrictions may not include cost or price information which must be open to public inspection.

22.0 PUBLIC WORKS ADDITIONAL INSTRUCTIONS

22.1 All requested alternates, if any, shall be bid. If no change in the base bid amount is required, enter "No Change."

22.2 Where two or more bids for designated portions of the work have been requested, the bidder may, without forfeiture of its bid security (if required), state its refusal to accept an award of less than the combination of the bids stipulated by the bidder.

22.3 The City may not receive or consider a bid for a public improvement contract unless the bidder is licensed by the Construction Contractors Board. The City will check the Construction Contractors Board (CCB) list of vendors not qualified for Public Improvement contracts to verify that the lowest bidder is eligible for public improvement contracts. The lowest bidder will also be evaluated to determine if it meets standards of responsibility. A responsibility determination form required by the Construction Contractors Board will be completed by the City and submitted to the CCB within 30 days of award of the contract.

22.4 The price offered must be exclusive of any sales, purchaser, or consumer tax. Tax exemption certificates will be furnished upon request. Packing and transportation expenses are the responsibility of the bidder. All prices bid must be F.O.B. Destination, Freight Prepaid and Allowed, delivered and unloaded at delivery address listed.

22.5 Include complete standard warranty information and factory specifications on equipment offered. For the warranty, include the length of time, covered components, repair site (city or contractor site) and availability of parts and service not covered under the warranty. If an extended warranty is available, include details of the extended warranty.

23.0 PUBLIC WORKS REQUIRED SUBMITTALS

23.1 Drug Testing Certificate. Bidder is required to submit a completed Drug Testing Certificate with its bid. The bidder must state that it has and will maintain during the performance of the contract, an employee drug testing program.

23.2 First Tier Subcontractor Disclosure. Bidders are required to disclose information about certain first-tier subcontractors when the contract value for a Public Improvement is estimated by the Contracting Agency to be greater than \$100,000 (see ORS 279C.370). Specifically, when the contract amount of a first-tier subcontractor furnishing labor or labor and materials would be greater than or equal to: (i) 5% of the project Bid, but at least \$15,000, or (ii) \$350,000 regardless of the percentage, the Bidder must disclose the following information about that subcontract either in its Bid submission, or within two hours after Bid Closing:

- (1) The subcontractor's name,
- (2) The category of Work that the subcontractor would be performing, and
- (3) The dollar value of the subcontract.

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 accompanying form.

THE CONTRACTING AGENCY MUST REJECT A BID IF THE BIDDER FAILS TO SUBMIT THE DISCLOSURE FORM WITH THIS INFORMATION BY THE STATED DEADLINE (see Rule 137-049-0360).

23.3 Certificates of Insurance. The successful bidder shall, prior to the execution of the contract, furnish certificates of insurance covering the required insurance specified in the specifications and contract. Certificates of Insurance shall be delivered to the City contact identified in the notices section of the contract.

23.4 Wage Law Certificate: A Bidder with a contract valued at \$500,000 or more and that has 50 or more employees is required to submit a completed Wage Law Certificate confirming completion of pay equity training under ORS 652.220.

24.0 FEDERAL FAIR LABOR STANDARDS ACT

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR Part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

25.0 LOBBYING FEDERAL EMPLOYEES

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

26.0 PROHIBITION OF COVERED UNMANNED AIRCRAFT SYSTEMS (UAS)

The Bidder or Offeror certifies that they are aware of and comply with relevant Federal statutes and regulations, including those from the Federal Aviation Administration (FAA), for operating unmanned aircraft systems (UAS) in accordance, and in compliance with all related requirements in the FAA Reauthorization Act of 2024 (Public Law 118-63), section 936 (49 U.S.C. § 44801 note).

Contractor warrants that all UAS operations will be conducted in full compliance with all applicable Federal Aviation Administration (FAA) regulations, including but not limited to 14 CFR Part 107, and any other applicable local, state, or Federal laws and regulations.

Sponsors and subgrant recipients cannot use AIP grant funds to enter into, extend, or renew a contract related to covered unmanned aircraft systems (UAS). This includes

both procurement and operational contracts, as well as contracts with entities that operate such systems.

27.0 PROCUREMENT OF RECOVERED MATERIALS

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- 1) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
- 2) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at:

www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

III. SUSTAINABILITY & SOCIAL EQUITY

The City is interested in products and services that have a reduced impact on human health and the environment and that more fully support communities and economies when compared to competing products and services serving the same purpose. For more information regarding sustainability in procurement and related City policy and plans, please refer to the City's Sustainable Purchasing website at <http://www.eugene-or.gov/sustainpurch>. The awardee will be expected to support the City's goals by implementing the following strategies where applicable.

1.0 WASTE REDUCTION

Pursuant to City Zero Waste efforts, the City aims to prevent waste where possible. In order to increase efficient use of resources, the awarded bidder shall adhere to the following items as applicable.

- 1.1 Unnecessary packaging for goods, beyond packaging compliance or practical safe shipping methods, shall be reduced. Bidder to ship goods utilizing one or more of the following methods:
 - a. Ship products in reusable, refillable, or returnable containers. For example, reusable trays or totes, which can be stored and returned;
 - b. Minimal packaging material used inside containers. This includes eliminating or reducing the amount of non-recyclable bubble wrap, foam pellets or other like material;
 - c. Eliminate non-essential parts of packaging, such as individual wrapping of components;
 - d. Use packaging made with recycled content, biodegradable, and/or non-toxic materials.
 - e. No point of purchase material or promotional literature.
- 1.2 The awarded bidder is to duplex all paper materials that are prepared for the City under the contract, whether such materials are printed or copied, except when impracticable to do so due to the nature of the product being produced.
- 1.3 Contractor is expected to prevent, reduce, recycle or otherwise divert waste generated from the provision of services procured by the City. City may request information about diversion tactics utilized and quantities of waste materials diverted.

2.0 IDLING REDUCTION

- 2.1 In the interest of reducing air and noise pollution and promoting energy conservation, all gasoline and diesel-powered vehicles and equipment shall be idled only as necessary to perform the required duties, including delivery, and for the essential function(s) of the equipment. A driver of a vehicle must turn off the engine upon stopping at the destination and must not cause or allow an engine to idle at any location for more than 20 seconds. This idling policy applies except in the following situations:
 - a. The health and safety of employees, sub-contractors or public is compromised in turning off the vehicle.
 - b. The engine is required to power auxiliary equipment (e.g. hoist, lift platforms, hydraulic tools, inverters, compactors, medical equipment, specialized public safety radio communication and computer systems, etc.)
 - c. Vehicle/equipment manufacturer requires additional idle time for warm up or cool down for efficient and proper mechanical or functional operation of the unit.

3.0 ENVIRONMENTALLY PREFERRED PRODUCTS

To promote and encourage environmentally sustainable practices for companies doing business with the City, the City requests vendors under City contract use environmentally preferable products in production of City work products.

- 3.1 The awarded bidder should use environmentally preferable materials that meet performance requirements wherever practical in the fulfillment of this agreement. Environmentally preferable products and services have characteristics that include but are not limited to the following:
 - Energy Efficient
 - Reusable or upgradeable
 - Recyclable
 - Contain post-consumer recycled materials
 - Produce fewer polluting by-products and/or safety hazards during manufacture, use or disposal, and/or
 - Are certified by an independent accredited third-party program such as EcoLogo or ENERGY STAR.
- 3.2 The City desires the use of post-consumer recycled content, chlorine-free paper to encourage environmentally preferable practices for City business wherever practical in the fulfillment of the scope of work.

4.0 SOCIAL EQUITY

Economic prosperity through diversity and collaboration is fundamental to the Equity in Contracting program. Part of Eugene's City Council Vision states that we will "Encourage a strong, sustainable and vibrant economy, fully utilizing our educational and cultural assets, so that every person has an opportunity to achieve financial security." The program aims to reduce barriers for local, small, minority and women-owned businesses to leverage all that our community has to offer, strengthening the business community as a whole.

The City supports the utilization of Minority, Women, Emerging Small Businesses (M/W/ESB), local businesses, Disadvantaged Business Enterprises and Oregon Forward Contractors (OFC) at both a prime and subcontracting and/or supply chain level. The City encourages eligible suppliers to gain certification and encourages the awarded proposer to use the following voluntary practices to promote open and competitive opportunities for disadvantaged businesses in the fulfillment of the scope of work:

- a. Access lists of certified minority, women, emerging small business or disadvantaged business enterprises from the Certification Office of Business Inclusion and Diversity (COBID) by visiting their website at: <https://oregon4biz.diversitysoftware.com/FrontEnd/SearchCertifiedDirectory.asp?XD=2315&TN=oregon4biz> to find certified businesses from whom to procure products or services.
- b. Visit the Oregon State Oregon Forward Program website at <https://ofp.dasapp.oregon.gov/> to search for Oregon Forward Program contractors from whom to procure products or services.

IV. ANTICIPATED BIDDING SCHEDULE

The following is the anticipated schedule for submission and review of bids and award of the desired contract. This schedule is subject to change by the City in its sole discretion. **Any change to the bid submittal deadline will be made by an addendum to this ITB.**

ACTIVITY	DATE
▪ Invitation to Bid issued.....	July 2, 2026
▪ Non-Mandatory Pre-bid Meeting	Tuesday, July 14, 2026 @ 10:00am
▪ Last date to request solicitation clarification or change	July 22, 2026 @ 4:00pm
▪ Last date to protest solicitation.....	July 23, 2026 @ 4:00pm
▪ Last date to issue addendum.....	July 27, 2026
▪ Bids due no later than	July 30, 2026, @ 2:30 PM
▪ Notification of Intent to Award Issued no later than.....	August 10, 2026
▪ Anticipated project start date.....	May 2027

V. REQUIREMENTS / SPECIFICATIONS

See Attachment A – General Provisions, Special Conditions, and Technical Specifications

See Attachment B – Drawings

See Attachment C – Construction Safety and Phasing Plan (CSPP)

VI. FORMS TO SUBMIT WITH BID

STANDARD BID FORM
CITY OF EUGENE
Solicitation No. ITB 20272002

I, the undersigned, and authorized representative of _____
certify the following: (Company Name)

Acknowledgement of terms, conditions and specifications

1. The bidder represents that bidder is properly licensed and adequately experienced, equipped, organized and financed to furnish and deliver the equipment specified and perform the services required.
2. The bidder has carefully checked the figures entered in the Form, has carefully reviewed for accuracy all statements in this bid and attachments, and agrees that the City will not be responsible for any errors or omissions of the bidder in preparing this bid. The bidder agrees that this bid may not be revoked or withdrawn for ninety (90) calendar days after the date on which bids are received.
3. Contract Execution; Insurance. The Proposer agrees that it will, within ten calendar days of receiving a Contract from the City, execute and return it to the City with insurance documentation as required.
4. Addenda. The bidder acknowledges that it has received the following Addenda No(s): _____ and agrees that all addenda issued are a part of the Contract Documents and have been considered in preparing this bid. (Bidder: insert the number of each addendum received; if no addenda were received, write "NONE" in the space.)

Compliance with Laws

Bidder hereby agrees to comply with all applicable Oregon public contracting code provisions, as more specifically described in the attached contract and associated Exhibit A. Bidder attests that it complied with the applicable state and local tax laws including, but not limited to, ORS 305.385, ORS 305.620, ORS chapters 316, 317, and 318 for no fewer than six years into the past from signature and will continue to comply with the tax laws during the term of this contract. _____ initials.

Access to Plant or Place of Business

Bidder agrees that the City may enter a contractor's or subcontractor's plant or place of business during normal business hours for the following purposes: inspect and/or test supplies or services for acceptance by the City pursuant to the terms of the Contract and investigate the bidder's minority business certification or other bidder qualifications.

Residency

Bidder is _____ is not _____ an Oregon Resident Bidder.

An Oregon Resident Bidder, as defined by ORS 279A.120, means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, and has a business address in this state.

If bidder is not an Oregon Resident Bidder, indicate the bidders (Business)

State of Residence. _____

CCB Registration

As a condition to submit this bid, a contractor must be registered with the Oregon Construction Contractors Board (CCB) in accordance with Oregon State Law and disclose their license number. Failure to register and disclose the number will make this a nonresponsive bid and the bid will be rejected, unless contrary to Federal Law. In the field below, enter your Oregon CCB License Number.

CCB No: _____

Expiration Date: _____

Subcontractor CCB Registration

The bidder hereby certifies that all subcontractors performing construction work for this contract hold a current CCB License, are eligible to receive Public Works Contracts and have filed a Public Works bond with the Oregon Construction Contractors Board prior to commencing work under this contract.

Prevailing Wage Rate Acknowledgement

The contract is subject to BOLI Prevailing Wage Requirements and ORS 279C.800 through ORS 279C.870. The contractor and every subcontractor on the project shall pay at a minimum the BOLI prevailing wage as specified for this project. The contractor certifies compliance with BOLI concerning the payment and certification of payment of prevailing wage rates and has considered this when preparing this bid. _____ (initial)

Certification of Nondiscrimination

Bidder has not and will not discriminate against a subcontractor in the awarding of a subcontract because a subcontractor is a minority, woman, or emerging small business enterprise certified under ORS 200.055, or against a business enterprise that is owned or controlled by or that employs a disabled veteran as defined in ORS 408.225.

Noncollusion

The bidder certifies that the bid has been arrived at by the bidder, independently, and has been submitted without collusion with, and without any agreement, understanding or planned course of action with, any other contractor, bidder, or vendor on materials, supplies, equipment or services, described in the solicitation documents, designed to limit independent bids or competition. The contents of the bid presented and made have not been communicated by the bidder or their employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the solicitation and will not be communicated to any such person prior the closing time of the solicitation.

We therefore offer the following equipment/service at the prices indicated hereon in fulfillment of the requirements and specifications contained within the solicitation documents and all addenda.

The basis of award for this contract will be the **Total Bid Amount**.

Bid Table	
Specification Division	Bid Amount
Division 1 & 2 : General Requirements, Demolition, Existing Conditions	\$
Division 3 and Division 31-33 : Concrete PBB Foundations and Exterior Improvements	\$
Division 5 – 12 : Building Improvements	\$
Division 21 – 27 : Engineering Specialties	\$
Division 34: Passenger Boarding Bridges	\$
Other	\$
Total Bid Amount:	\$

Company: _____

Date: _____

Signature: _____

Title: _____

Name (Print): _____

Phone: _____

Address: _____

Email: _____

Company contact for this project (if different from above):

Name: _____ Title: _____

Phone: _____ Email: _____

Requirement	Initials
1. Signed Standard Bid form	
2. Drug Program Certification form	
3. 1 ST Tier Subcontractor Disclosure form	
4. Non-Collusion Affidavit form	
5. Evidence of Responsibility form	
6. Certification of Bidder Regarding Debarment	
7. Certification of Tax Delinquency and Felony Recitals	
8. General Civil Rights Provisions	
9. Foreign Trade Restriction Certification	
10. Bid Security equal to 5% of Base Bid	

**CERTIFICATE OF BIDDER/CONTRACTOR
EMPLOYEE DRUG TESTING PROGRAM
ORS 279C.505(2)
Solicitation No. 20272002**

BIDDER'S NAME: _____

ORS 279C.505 (2) provides that every public improvement contract contains a condition that the contractor shall demonstrate that an employee drug testing program is in place. The City's award of the contract (the "Contract") for which this certificate is required is conditioned, in part, upon the bidder's demonstration of compliance with the provisions of ORS 279C.505 (2). If the bidder named above (the "Bidder") is awarded the Contract, this certificate shall become a part of and shall constitute a continuing representation and warranty under the Contract.

To induce the City of Eugene to award the Contract to the Bidder, the undersigned, as the duly authorized representative of the Bidder, hereby represents and warrants, on behalf of the Bidder:

- 1) That Bidder has and enforces, and at all times during the term of the Contract will have and enforce, a written employee drug testing policy that, at a minimum:
 - a) Requires pre-employment drug testing;
 - b) Requires drug testing of an employee when the Bidder has reasonable cause to believe the employee is under the influence of drugs;
 - c) Requires compliance with the Oregon Department of Transportation Commercial Driver's License drug testing regulations.
- 2) A copy of the Bidder's current written employee drug testing policy will be available for inspection by the City at any time upon the City's request.
- 3) The Bidder/Contractor understands and agrees that its representations and warranties herein will become a continuing part of the Contract and that breach of any of the foregoing will be sufficient grounds for debarment under ORS 279C.130.

The City of Eugene shall not be liable, either directly or indirectly, in any dispute arising out of the substance or procedure of Contractor's drug testing program. Nothing in this drug testing provision shall be construed as requiring Contractor to violate any legal, including constitutional, rights or any employee, including but not limited to, selection of which employees to test and the manner of such testing. The City shall not be liable for Contractor's negligence in establishing or implementing, failure to establish or implement a drug testing policy, or for any damage or injury caused by Contractor's employees acting under the influence of drugs while performing work covered by this contract. These are Bidder/Contractor's sole responsibilities.

In witness whereof, the Bidder has caused this document to be executed by its duly authorized representative on the date shown below.

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

**FIRST TIER SUBCONTRACTOR
DISCLOSURE FORM
Solicitation No. 20272002**

PROJECT NAME: _____ BID No: _____

BID CLOSING: Date: _____ Time: _____

The bidder must identify first-tier contractors that will be furnishing labor or will be furnishing labor and materials in connection with the public improvement contract and 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 subcontractor disclosures are public records and will be made available for public inspection.

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

List below the name of each subcontractor that will be furnishing labor or will be furnishing labor and 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	CATEGORY OF WORK
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: _____ FAX: _____

NON-COLLUSION AFFIDAVIT FORM
Solicitation No. 20272002

_____, being first duly sworn, deposes and says that:

- 1) (S)He is _____ of _____, the Bidder that has submitted the attached bid;
- 2) (S)He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- 3) Such Bid is genuine and is not a collusive or sham Bid;
- 4) Neither the Bidder nor anyone acting on behalf of the Bidder, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached bid has be submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Eugene, Oregon or any person interested in the proposed Contract; and,
- 5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or anyone acting on his/her/its behalf.

Signature of Official _____

Title of Official _____

Subscribed and Sworn to before me of this _____ day of _____ 2026.

Notary Signature

Notary Stamp or Printed Name

Notary Public, in / for _____
County.

Commission Expires: _____

**EVIDENCE OF RESPONSIBILITY FORM
Solicitation No. 20272002**

Prior to award of the Contract, the City will evaluate whether the apparent successful Bidder meets the applicable standards of responsibility identified in ORS 279C.375(3) and OAR 137-049-0390. In doing so, City may investigate Bidder and request information in addition to that already required in this ITB.

Failure to provide this information shall result in Bid rejection. The City may postpone the notice of intent to award the Contract after bid opening to complete its investigation and evaluation. Failure of the apparent successful Bidder to demonstrate responsibility as required under OAR 137-049-0390 shall render the Bidder non-responsible and shall constitute grounds for bid rejection, as required under OAR 137-049-0440.

Bidder may add additional pages to this form as needed to provide the required information.

Name of Bidder: _____

Primary Office Address: _____

1. Does Bidder have available the appropriate financial, material, equipment, facility, and personnel resources and expertise, or ability to obtain the resources and expertise necessary to meet all contractual responsibilities?

Yes / No

2. Does Bidder hold current licenses that businesses or service professionals operating in this state must hold in order to undertake or perform the work specified in the contract?

Yes / No

3. Is Bidder covered by liability insurance and other insurance in amounts the contracting agency requires in the solicitation documents?

Yes / No

4. Within the last 3 years has the Bidder been criminally or civilly charged, indicted, or convicted in connection with:
- a. Offenses related obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract,
 - b. Violation of federal or state antitrust statutes relating to the submission of Bids or Proposals, or
 - c. Embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property?

Yes / No

If yes, indicate the jurisdiction, date of indictment, charge or judgment, and names and summary of charges below:

Does Bidder have any outstanding or pending judgments against it? Yes / No

If yes, please provide an explanation:

5. **Pay Equity Certificate.** This certificate is required if Bidder employs 50 or more full-time workers and the resulting Contract price is estimated to exceed \$500,000. Does a current authorized representative of Bidder possess an unexpired Pay Equity Certificate issued by the Department of Administrative Services?

Yes / No / Not Applicable

6. Within the last 3 years has the Bidder, or any officer, partner, agent or employee of Bidder been found to have violated any state or federal prevailing wage statute or regulation (including the federal Davis-Bacon and related Acts and ORS 279C.800 – ORS 279C.870) in any Final Order of the Oregon Bureau of Labor and Industries or the United States Department of Labor, or by any court of competent jurisdiction?

Yes / No

If yes, provide copies of the final order(s) or judgment in which this occurred and explain **in detail**:

- (a) The circumstances behind any violation, including the amount(s) not paid
- (b) Whether the amount(s) have now been paid
- (c) The reasons for the violation
- (d) All efforts undertaken to ensure that future violations will not occur

RECORD OF SATISFACTORY PERFORMANCE

Bidder must demonstrate that it has completed previous contracts of a similar nature with a satisfactory record of performance. Bidder shall provide the information below for 3 different projects completed in the last 5 years that demonstrate Bidder's experience with projects of similar size, scope, and complexity to the Project that is the subject of this ITB. Bidder must provide contact information for the individual who can describe the quality of workmanship and service that the Bidder provided on current and past projects of similar size and complexity.

Bidder may add additional lines to this form as needed to provide the required information.

Project #1

Description of Project: _____

Project Location: _____

Project Date: _____

Contract Amount: _____

Project Owner: _____

Project Contact Information (Name/Phone/Email): _____

Did the project owner ever find that you were materially deficient in contract performance?

Yes / No

If yes, (i) was the deficient performance expressly excused under the terms of the contract, or (ii) did you take appropriate corrective action? Please provide an explanation:

Did you stay within the contract time and budget to the extent the costs associated with and time available to perform a previous contract were within your control? Yes / No

Project #2

Description of Project: _____

Project Location: _____

Project Date: _____

Contract Amount: _____

Project Owner: _____

Project Contact (Name/Phone/Email): _____

Did the project owner ever find that you were materially deficient in contract performance?

Yes / No

If yes, (i) was the deficient performance expressly excused under the terms of the contract, or (ii) did you take appropriate corrective action? Please provide an explanation:

Did you stay within the contract time and budget to the extent the costs associated with and time available to perform a previous contract were within your control? Yes / No

Project #3

Description of Project: _____

Project Location: _____

Project Date: _____

Contract Amount: _____

Project Owner: _____

Project Contact (Name/Phone/Email): _____

Did the project owner ever find that you were materially deficient in contract performance?

Yes / No

If yes, (i) was the deficient performance expressly excused under the terms of the contract, or (ii) did you take appropriate corrective action? Please provide an explanation:

Did you stay within the contract time and budget to the extent the costs associated with and time available to perform a previous contract were within your control? Yes / No

The undersigned is a duly authorized representative of the Bidder, has been authorized by Bidder to make all representations, attestations, and certifications contained in this Evidence of Responsibility Form.

Signature: _____

Printed Name: _____ Date: _____

CERTIFICATION OF BIDDER REGARDING DEBARMENT
Solicitation No. 20272002

2 CFR Part 180 (Subpart B)
2 CFR Part 200, Appendix II(H)
2 CFR Part 1200
DOT Order 4200.5
Executive Orders 12549 and 12689

CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must confirm each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

Business Name _____

Date _____

By _____
Name and Title of Authorized Representative

Signature of Authorized Representative

CERTIFICATION OF TAX DELINQUENCY AND FELONY CONVICTIONS
Solicitation No. 20272002

Section 8113 of the Consolidated Appropriations Act, 2022 (Public Law 117-103) and similar provisions in subsequent appropriations acts.

DOT Order 4200.6 – Appropriations Act Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions

CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- 3) The applicant represents that it is () is not () a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

- 4) The applicant represents that it is () is not () a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

Business Name _____

Date _____

By _____
Name and Title of Authorized Representative

Signature of Authorized Representative

GENERAL CIVIL RIGHTS PROVISIONS Solicitation No.20272002

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR Part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964) including amendments thereto;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (P.L. 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR Parts 37 and 38;
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681, *et seq.*).

Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 including amendments thereto.

3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

Business Name _____

Date _____

By _____
Name and Title of Authorized Representative

Signature of Authorized Representative

FOREIGN TRADE RESTRICTION CERTIFICATION
Solicitation No. 20272002

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

Business Name _____ Date _____

Name and Title of Authorized Representative _____

Signature of Authorized Representative _____

VII. SAMPLE CONTRACT

**CITY OF EUGENE AIRPORT
PUBLIC IMPROVEMENT CONTRACT
Concourse A Passenger Boarding Bridge Upgrades**

BETWEEN: The City of Eugene, (City) an Oregon Municipal Corporation

AND: [REDACTED] (Contractor) a [REDACTED]
organized and existing under the laws of the State of [REDACTED]

CONTRACT NO.: [REDACTED] - [REDACTED]

EXPIRATION DATE.: [REDACTED]

RECITALS

- A. Contractor was the successful Bidder for the public improvement project described in the Drawings, General Provisions, Special Conditions, and Technical Specifications that were included in the bid documents of solicitation ITB# 20272002, and which hereby forms a part of this Contract by reference.
- B. The Contract described herein was awarded under the exemption or procedure authorized by City of Eugene Administrative Order 44-25-01-F, Public Contracting Rules 2025, Division 49, Public Improvement 137-049-0200, ITB 20272002
- C. The Contract. The Contract between the City and Contractor (the Contract) includes this Document and its exhibits, together with all of the documents and materials included in the definition of the Contract under the 2024 Oregon Standard Specifications for Construction issued by the Oregon Department of Transportation, as modified by the City's Supplemental Standard Specifications, Supplemental Specifications for the Project, and any other Special Provisions included in the Bid Documents (all specifications and Special Provisions included in the Contract are collectively referred to herein as the Specifications). In addition, the Contract between the City and Contractor shall be deemed to incorporate all reports, records, laws, rules and orders referenced in the Contract documents. This Document includes and incorporates the following Exhibits, which are listed in order of precedence:

Exhibit A - City's Standard Contract Provisions for Public Improvement Contracts

Exhibit B – FAA Required Contract Provisions

Exhibit C – General Provisions, Special Conditions, and Technical Specifications

Exhibit D - Contractor's Bid, including pay items and pricing.

Exhibit E - Certificate of Bidder/Contractor Employee Drug Testing Program

AGREEMENT

1. **Incorporation of Recitals and Exhibits.** The Recitals and Exhibits to this Agreement are hereby incorporated by this reference into this Agreement as if fully and completely set forth herein.
2. **Project.** The Project is generally described as: Concourse A Passenger Boarding Bridge Upgrades
3. **Work to be Performed.** Contractor agrees to furnish all labor, material and equipment for and to construct the improvement listed above (the Project), according to the Bid Documents (the "Work"). See attached **Exhibit D**.
4. **Time of Commencement and Completion.** Contractor will commence the Work not later than 10 days after City gives its written notice to proceed and shall complete the Work within the time stated in the bid proposal.
5. **Term.** Contractor shall begin to provide the Services as soon as this Agreement has been executed by all parties (the "Commencement Date"). The term of the Contract shall be for two (2) years unless earlier terminated in accordance with paragraph 5 (Termination and Suspension). Contract may be renewed for up to three (3) additional one-year terms upon mutual written agreement of the Parties.
6. **Breach of Contract Terms.** Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed with termination of the contract if the Contractor fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

7. **Termination and Suspension.** Section 80-09 of FAA Advisory Circular 150-5370-10H establishes conditions, rights, and remedies associated with Owner termination of this contract due to default of the Contractor. City may terminate this Contract or suspend the Work at any time for any reason considered by City, in the exercise of its sole discretion, to be in the public interest. In the event the suspension of the work is not the result of a labor dispute and this Contract is not terminated, Contractor shall be entitled to a reasonable extension of the time for completion, to be determined by the City, and shall be compensated

for all actual verified costs incurred as a result of the suspension, plus Contractor's standard overhead with respect to such costs. In the event of a termination of this Contract under these provisions, Contractor shall be compensated for any preparatory work and actual, verified costs and expenses incurred as a result of the termination. In addition, Contractor shall be compensated for the Work performed on the basis of the Contract Sum in the case of any fully completed separate item or portion of the Work for which there is a separate or unit price and with respect to any other portion of the Work shall be paid a percent of the Contract Sum allocated to such other Work equal to the percentage of Work completed to the date of termination. Provided, however, none of the foregoing provisions concerning compensation in the event of a suspension of Work or termination of this Contract shall apply if such suspension or termination occurs as a result of Contractor's violation of any Federal, State, or local statutes, ordinances, rules, or regulations or as a result of any violation by Contractor of the terms of this Contract, including a determination by City that Contractor has not progressed satisfactorily with the Work in accordance with specifications.

- 8. Force Majeure.** Neither City nor Contractor is responsible for any failure to perform or for any delay in the performance of any obligation under this Contract caused by public health emergency, fire, riot, acts of God, terrorism, war, or any other cause which is beyond the breaching party's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate the cause of Contractor's delay or breach and shall, upon the cessation of the cause, continue performing under this Contract. City may terminate this Contract upon written notice to Contractor after City reasonably determines that the delay or breach will likely prevent successful performance of the Contract.
- 9. Default and Willful Violation.** Without limiting the City's right to debar the Contractor for up to three years, if the Contractor willfully violates any of the provisions of Sections 4.615 to 4.650 of the Eugene Code, 1971, or any of the provisions of State law governing public contracts, or if Contractor knowingly files false affidavits of compliance required under paragraph 6, Contractor shall waive for a period of one year any right to bid upon any public improvement project let by City. If Contractor or any of Contractor's subcontractors violates any such provisions or files any such false affidavits of compliance, or in the event Contractor otherwise fails to perform any of its obligations under this Contract, time and quality of performance being of the essence, City may, at its option, terminate this Contract upon written notice to Contractor. In the event of a termination of this Contract or a subcontract under these provisions, Contractor or the subcontractor, if applicable, shall forfeit all rights under this Contract or the subcontract, as the case may be. The City's claim for damages and any other relief available to City resulting from the Contractor's breach shall survive a termination of this Contract.
- 10. Contract Sum.** The Contract Sum is \$ [REDACTED], which consists of unit prices bid by Contractor multiplied by estimated quantities, together with lump sum amounts for portions of the Work, as described on the Bid Proposal attached hereto. The actual sum payable to Contractor for the Work shall be based on lump sum amounts and actual quantities.
- 11. Progress Payments/Retainage.** City shall make progress payments monthly as the Work progresses. Payments shall be based upon estimates of the Work completed and approved by City. Progress payments shall not be considered as an acceptance or approval of any of

the Work or a waiver of any defects therein. City may reserve as retainage from progress payments an amount not to exceed five (5) percent of the payment. Contractor shall have the right to deposit bonds or securities in lieu of cash retainage in accordance with ORS 279C.560. Irrevocable letters of credit from a bank doing business in Oregon will be accepted in lieu of cash retainage.

- 12. Liquidated Damages.** In the event the Work is not completed by the Completion Date as specified in the scope of work, Contractor will pay to City liquidated damages as specified in Exhibit C, General Provisions, Special Conditions, and Technical Specifications , Section 80-08. The parties believe that due to the costs of bringing an action and the difficulty of establishing the exact amount of damages City will incur, it would be inconvenient and infeasible for City to bring an action for the actual damages it will incur because of Contractor's failure to complete the Work by the Completion Date. In order to compensate City for the damages City will suffer because of a delay, the parties have estimated the amount City would be damaged for every working day completion is delayed. The parties believe that the sum set as liquidated damages is reasonably related to City's anticipated damages per working day after the Completion Date that the Work is not completed. Contractor will not contest such sum as being other than a true measure of damages in the event those damages become payable under these provisions.
- 13. Final Payment.** Not more than 30 days after final completion of the Work and City's final acceptance of the Work, which shall include the taking of final measurements of quantities, City shall make its final payment to Contractor. Retainage held by City shall be included in and paid to the Contractor as part of the final payment. If the final payment is made more than 30 days after final completion and final acceptance, City shall pay Contractor interest at the rate of one-and-one-half percent per month on the final payment commencing 30 days after final completion of the Work by Contractor and final acceptance of the Work by City. To facilitate City's inspection, Contractor shall notify City in writing when Contractor considers the Work complete.
- 14. Statement of Compliance.** Before any payment is made to Contractor, Contractor shall file with City a statement, under oath, that it has complied with all provisions of State law governing Contractors on a public contract and that it has complied with the provisions of the Eugene Code governing fair employment practices. In addition, Contractor shall file with City a sworn statement by each of its subcontractors to the same effect.
- 15. Quality of Work/Warranty.** Contractor warrants to City for a period of one year from final acceptance of the Work by City that all materials and equipment furnished under this Contract will be new, unless otherwise specified, and the Work will be of good quality, free from faults and defects and in conformance with City's specifications. Work not so conforming with these standards shall be considered defective. At its own expense, Contractor will make good and repair any defects arising from faulty workmanship or materials, if the defective work is discovered within the one-year warranty period and notice thereof is given to Contractor within 60 days after the expiration of the warranty period. The Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment as specified in the

specifications. Construction Warranty refer to Exhibit C General Provisions, Special Conditions, and Technical Specifications, Section 90-10.

16. Indemnification. Contractor shall indemnify and hold City, and its officers, agents and employees, harmless from and against all claims, actions, liabilities, costs including attorney fees, and other costs of defense, arising out of the acts, errors, or omissions, whether alleged or actual, of Contractor, its subcontractors, agents, and employees in performing or failing to perform the Services, failing to strictly comply with any provision of the Contract or any other actions or failures to act by Contractor and Contractor's employees, agents, and subcontractors. In the event any such action or claim is brought against City, Contractor shall, if City so elects and upon tender by City, defend the same at Contractor's sole cost and expense, promptly satisfy any judgment adverse to City or to City and Contractor, jointly, and reimburse City for any loss, cost, damage, or expense including attorney fees, suffered or incurred by City. City shall notify Contractor, within a reasonable time, of any claim, threat of claim or legal action.

17. Insurance. Contractor shall have and maintain the insurance policies specified below. Each policy of insurance shall be written as a primary policy, not contributing with or in excess of any coverage which City may carry. A copy of each policy or a certificate satisfactory to City shall be delivered to City prior to commencement of the Services. The adequacy of all insurance policies for compliance with this section shall be subject to approval by City's Risk Manager. Failure to maintain any insurance coverage required by the Contract shall be cause for immediate termination of the Contract by City.

Unless otherwise specified, each policy shall be written on an "occurrence" form with an admitted insurance carrier licensed to do business in the state of Oregon; and shall contain an endorsement entitling City to not less than 30 days prior written notice of any material change, non-renewal, or cancellation. In the event the statutory limit of liability of a public body for claims arising out of a single accident or occurrence is increased above the combined single limit coverage requirements specified below, City shall have the right to require that Contractor increase the coverage limits of all liability policies by the amount of the increase in the statutory limit.

17.1. Commercial General Liability. Contractor shall maintain a broad form commercial general liability insurance policy reflecting limits of not less than \$2,000,000 combined single limit per occurrence, with an annual aggregate of \$3,000,000 for bodily injury, personal injury, or property damage. Such policy shall contain a contractual liability endorsement to cover Contractor's indemnification obligations under this Contract. The policy shall also contain an endorsement naming City as an additional insured, in a form satisfactory to City, and expressly providing that the interest of City shall not be affected by Contractor's breach of policy provisions.

17.2. Automobile Liability. Contractor shall maintain an automobile liability insurance policy reflecting limits of not less than \$2,000,000 combined single limit per occurrence for bodily injury, personal injury or property damage. The coverage shall include both hired and non-owned auto liability. The policy shall also contain an endorsement naming City as an additional insured, in a form satisfactory to City, and expressly providing that

the interest of City shall not be affected by Contractor's breach of policy provisions. Coverage shall include both hired and non-owned auto liability.

17.3. Workers' Compensation Insurance. Contractor shall comply with the Oregon Workers' Compensation law by qualifying as a carrier-insured employer or as a self-insured employer and shall strictly comply with all other applicable provisions of such law. Contractor shall provide City with such further assurances as City may require from time to time that Contractor is in compliance with these Workers' Compensation coverage requirements and the Workers' Compensation law. Contractor is a subject employer that will comply with ORS 656.017.

18. Preference for Goods and Services.

18.1. Contractor shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document. Recycled products include all materials, goods and supplies, not less than 50% of the total weight of which consists of secondary and post-consumer waste with not less than 10% of its total weight consisting of post-consumer waste, as well as any product that could have been disposed of as a solid waste, having completed its life cycle as a consumer item, but otherwise refurbished for reuse without substantial alteration of the product's form.

18.2. In performance of the Work, Contractor shall prefer materials that have been manufactured or produced in the state of Oregon, if price, fitness, availability, and quality are otherwise equal.

19. Environmental Matters. Contractor shall comply with and require its subcontractors to comply with all applicable Federal, State and local statutes, ordinances, orders, rules, and regulations relating to the protection of human health and environment, including, but not limited to, the use, storage, release, spill, disposal, or other handling of petroleum products and other hazardous substances. The following Federal, State, and local agencies have enacted ordinances or regulations dealing with the prevention of environmental pollution and the preservation of natural resources that affect or may affect the performance of this Contract:

19.1. Federal Agencies

- Bureau of Indian Affairs
- Bureau of Land Management
- Bureau of Outdoor Recreation
- Bureau of Reclamation
- Bureau of Sport Fisheries & Wildlife
- U.S. Army Corps of Engineer
- U.S. Coast Guard
- U.S. Council on Environmental Quality
- U.S. Department of Agriculture
- U.S. Department of Defense
- U.S. Department of Interior
- U.S. Department of Labor
- U.S. Department of Transportation
- U.S. Environmental Protection Agency
- U.S. Federal Highway Administration

U.S. Forest Service
U.S. Occupational Safety & Health Administration
U.S. Soil Conservation Service

19.2. State of Oregon Agencies

Department of Agriculture
Department of Environmental Quality
Department of Fish & Wildlife
Department of Forestry
Department of Geology & Mineral Aid
Department of Human Resources
Division of State Land
Land Conservation & Development Commission
Soil & Water Conservation Commission
State Engineer
State Land Board
State Marine Board
Water Resources Board

19.3. Lane County & City of Eugene Agencies

Eugene & Lane County Planning Commissions
Eugene City Council
Eugene Department of Public Safety
Eugene Department of Public Works
Eugene Development Department
Eugene Downtown Development Commission
Eugene Library, Recreation and Cultural Services Department
Lane County Board of Commissioners
Lane County Boundary Commission
Lane Regional Air Pollution Authority

20. Unanticipated Regulatory Compliance and Site Conditions.

20.1 If Contractor is delayed or additional work is required by reason of existing regulations or ordinances not cited above, or due to the enactment of new or the amendment of existing statutes, ordinances or regulations relating to the prevention of environmental pollution and the preservation of natural resources occurring after submission of the successful bid, City may, at its sole discretion:

- 20.1.1 terminate the Contract;
- 20.1.2 complete the Work itself;
- 20.1.3 use non-City forces already under contract with City;
- 20.1.4 require that the underlying property owner be responsible for the Work;
- 20.1.5 set out to bid for a new Contractor to provide the necessary Services; or
- 20.1.6 issue Contractor a change order setting for the additional work that must be undertaken.

20.2 If Contractor encounters a condition not referred to in bid documents, not caused by Contractor, and not discoverable by a reasonable pre-bid visual site inspection, and that condition requires compliance with the regulations referred to above, Contractor shall immediately provide City notice of the condition.

Except as required by any environmental or natural resource regulation, or, in case of an emergency, Contractor shall not commence work or incur any additional job site costs with regard to the condition encountered without written direction from City. Upon request, Contractor shall estimate emergency or regulatory compliance costs as well as the anticipated delay and costs resulting from the encountered condition and promptly deliver such estimate to City for resolution.

- 20.3 In the event of an occurrence of an unanticipated site condition as described above, City, within a reasonable period of time, may do any of the following at its sole discretion:
- 20.3.1 terminate the Contract;
 - 20.3.2 complete the Work itself;
 - 20.3.3 use non-City forces already under contract with City;
 - 20.3.4 require that the underlying property owner be responsible for the Work;
 - 20.3.5 set out to bid for a new Contractor to provide the necessary Services;
 - or
 - 20.3.6 issue Contractor a change order setting for the additional work that must be undertaken.
- 20.4 In the event City terminates the Contract under 20.1.1 or 20.3.1, Contractor shall be entitled to all costs and expenses incurred to date of the termination, including overhead and reasonable profits, on the percentage of the work completed. Contractor shall not be entitled to profits on the uncompleted portion of the Contract. If City chooses to issue a change order as set out at 20.3.6 above, or to terminate the Contract as set out at 20.3.1 above, it shall have access to Contractor's documentation used to prepare Contractor's bid when making its determination of the additional compensation due.

21. Energy Conservation Requirements.

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201et seq).

22. Dispute Resolution

- 22.1. Construction of Contract. This Agreement shall not be construed against either party regardless of which party drafted it. Other than as modified by the Agreement, the applicable rules of contract construction and evidence shall apply. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflict of laws.
- 22.2. Attorneys' Fees. If any suit, action, arbitration or other proceeding is instituted upon this Agreement or to enforce creditor's rights or otherwise pursue, defend or litigate issues to or peculiar to federal bankruptcy law (including, but not limited to, efforts to obtain relief from any automatic stay), or any other controversy arises from this Agreement, the prevailing party shall be entitled to recover from the other party and the other party agrees to pay the prevailing party, in addition to costs and disbursements allowed by law, such sum as the court, arbitrator or other adjudicator

may adjudge reasonable as an attorneys' fee in such suit, action, arbitration, or other proceeding, and in any appeal thereof or therefrom. Such sum shall include an amount estimated by the court, arbitrator, or adjudicator, as the reasonable costs and fees to be incurred in collecting any monetary judgment or award or otherwise enforcing each award, order, judgment, or decree entered in such suit, action or other proceeding. The award of costs and expenses after *trial de novo* following arbitration under ORS 36.400 et seq. shall be made as provided for in ORS 36.425. The award of costs and expenses after appeal from a judgment entered after *trial de novo* shall be to the prevailing party designated as such by the appeals court.

23. Notices. Any notices permitted or required by the Contract shall be deemed given when personally delivered or upon deposit in the United States mail, postage fully prepaid, certified, and with return receipt requested, to the persons and addresses shown below. In addition, if directions for electronic transmission (email) are set forth below, notices may be delivered by email. Notices sent by certified mail will be deemed delivered three business days after placement in the mail and notices sent by email will be deemed delivered when successful transmission is electronically confirmed. Except as expressly provided in the Contract, required notices must be signed by the person designated to receive notices, or that person's designee or attorney.

Contractor:

[Redacted]
[Redacted]
[Redacted]

Email / phone

City:

[Redacted]

Department/Division

Eugene, Oregon 9740

Email / phone

Each party shall notify the other of any change in the name, address or email instructions to be used for delivery of notices.

24. Entirety of Contract. The Contract contains the entire Agreement between the parties concerning the construction of the Project and supersedes all prior agreements, verbal and written. The Contract may be modified only in writing, signed by all parties.

25. Governing Law. This Contract shall be governed by and interpreted in accordance with the laws of the State of Oregon. The parties to this Contract do not intend to confer on any third party any rights under this Contract.

26. Effective Date. The effective date of this Contract shall be the latest date of signature by the parties.

CITY OF EUGENE

CONTRACTOR

By: _____
Signature

By: _____
Signature

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SAMPLE

EXHIBIT A

CITY OF EUGENE - STANDARD CONTRACT PROVISIONS
Contracts Subject to ORS Chapter 279C
Services of Architects, Engineers, Land Surveyors and Related Consultants on
Public Improvements Construction Services
Labor and Services for Public Improvements and
Public Works Subject to ORS 279C.800 to 279C.870

The following provisions, if applicable, are hereby included in and made a part of the attached contract for a public work between the City of Eugene and the Contractor named thereon as provided for in the Eugene Code, 1971, the Eugene Public Contracting Rules, the revised statutes of the State of Oregon, and Federal laws, rules, regulations, and guidelines. THE CONTRACTOR AND EVERY SUBCONTRACTOR SHALL INCLUDE THESE PROVISIONS IN EVERY SUBCONTRACT SO THAT THESE PROVISIONS WILL APPLY TO, AND BE BINDING ON EVERY SUBCONTRACTOR. Failure to comply with any of the applicable provisions below shall be a material breach of the contract and may result in debarment of the Contractor or subcontractor from City contracts for up to three (3) years.

1. Fair Employment Practice Provisions (Eugene Code, 1971, Section 4.625 and Eugene Public Contracting Rule 137-046-0500(1))

- 1.1 Non-Discrimination Requirements. During the performance of this contract, the Contractor and each subcontractor agrees to comply with sections 4.613 to 4.655 of the Eugene Code, 1971, and as follows:
- (a) The Contractor and each subcontractor will not discriminate against any employee or applicant for employment because of an individual's race, religion, color, sex, national origin, marital status, familial status, age, sexual orientation or source of income, a juvenile record that has been expunged pursuant to ORS 419A.260 and 419A.262, or because an individual is a person with a disability which, with reasonable accommodation by the employer does not prevent the performance of the work involved, unless based upon a bona fide occupational qualification reasonably necessary to the normal operation of the employer's business.
 - (b) The Contractor and all subcontractors employing 15 or more individuals will develop and implement an affirmative action plan to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, sex, age or national origin. Such plan shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.
 - (c) The Contractor and each subcontractor will post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Human Rights Commission setting forth the provisions of this nondiscrimination clause.
- 1.2 Reporting. The Contractor and each subcontractor will, prior to commencement and during the term of the contract, provide to the City such documentation, and permit any inspection of records as may be required or authorized by rules adopted by the city manager to determine compliance with subsection 1.1 above.
- 1.3 Violations. If upon an investigation conducted pursuant to rules adopted by the city manager in accordance with section 2.019 of the Eugene Code, 1971 there is reasonable cause to believe that the Contractor or any subcontractors of the Contractor have failed to comply with any of the terms of subsections 1.1 or 1.2, a determination thereof shall be made by the city manager. Such determination may result in the suspension, cancellation or termination of the principal contract in whole or in part and/or the withholding of any funds due or to become due to the Contractor, pending compliance by the Contractor and/or its subcontractors, with the terms of subsections 1.1 and 1.2. Such determination may further result in debarment of the Contractor in accordance with the adopted rules.
- 1.4 Failure to Comply. Failure to comply with any terms of subsections 1.1 and 1.2 above shall be a material breach of the contract.
- 1.5 Inclusion of Fair Employment Practices Provisions in Contracts with Subcontractors. The contractor shall include the provisions of subsections 1.1 through 1.4 above in contracts with subcontractors so that the provisions will be binding upon each subcontractor.
- 1.6 Contractor Defined. As used in this section 1, "contractor" means all persons, wherever situated, but excluding local, state or federal units of government or their officials, from whom the City purchases Goods and/or Services costing \$2,500 or more in any fiscal year.

2. ORS 279C.505 Conditions concerning payment, contributions, liens, withholding; drug testing.

2.1. Prompt Payment. The contractor shall:

- (a) Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract.
- (b) Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract.
- (c) Not permit any lien or claim to be filed or prosecuted against the city on account of any labor or material furnished.
- (d) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

2.2. 279C.505 Drug Testing. For all public improvement contracts:

- (a) The Contractor shall demonstrate that an employee drug testing program is in place at the time of submitting its bid, and that such program will be maintained throughout the contract period, including any extensions. The failure of Contractor to have, or to maintain such a drug testing program is grounds for rejection of a bid or immediate termination of this contract.
- (b) The City of Eugene shall not be liable, either directly or indirectly, in any dispute arising out of the substance or procedure of Contractor's drug testing program. Nothing in this drug testing provision shall be construed as requiring Contractor to violate any legal, including constitutional, rights or any employee, including but not limited to, selection of which employees to test and the manner of such testing. The City shall not be liable for Contractor's negligence in establishing or implementing, failure to establish or implement a drug testing policy, or for any damage or injury caused by Contractor's employees acting under the influence of drugs while performing work covered by this contract. These are Contractor's sole responsibilities and nothing in this provision is intended to create any third-party beneficiary rights against the City.

3. ORS 279C.510 Demolition contracts to require material salvage; lawn and landscape maintenance contracts to require composting or mulching.

- 3.1. If this public improvement contract includes demolition, the contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective.
- 3.2. If this public improvement contract includes services for lawn and landscape maintenance the contractor shall compost or mulch yard waste material at an approved site.

4. ORS 279C.515 Conditions concerning payment of claims by public officers, payment to persons furnishing labor or materials, and complaints.

- 4.1. If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a subcontractor by any person in connection with this contract as the claim becomes due, the City may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of the contract.
- 4.2. If the Contractor or a first-tier subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the contract within 30 days after receipt of payment from the City or the Contractor, the Contractor or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580(4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the Contractor or first-tier subcontractor on the amount due shall be nine percent per annum. The amount of interest may not be waived.
- 4.3. If the Contractor or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

4.4. The payment of a claim in the manner authorized in this section does not relieve the Contractor or the contractor's surety from obligation with respect to any unpaid claims.

5. ORS 279C.830 Public Works Bond

5.1 A contractor or subcontractor, unless exempt under ORS 279C.800 to 279C.870, shall file with the Construction Contractors Board a public works bond with a corporate surety authorized to do business in this state in the amount of \$30,000. The bond must provide that the contractor or subcontractor will pay claims ordered by the Bureau of Labor and Industries to workers performing labor under Public Works projects. Before permitting a subcontractor to start work on a Public Works project, the contractor shall verify the subcontractor has also filed a public works bond with the Construction Contractors Board.

5.2 Before starting work on a contract for a Public Works project, the contractor shall provide the City with a written statement certifying contractor and any subcontractor have filed a public works bond as required above.

6. ORS 279A.120 Nonresident Contractors.

6.1. As used in this section, "nonresident contractor" means a contractor that: (A) has not paid unemployment taxes or income taxes in the state of Oregon during the 12 calendar months immediately preceding submission of the bid for the contract, (B) does not have a business address in this state and (C) stated in the bid for the contract that it was not a "resident bidder" under ORS 279A.120.

6.2. If the Contractor is a nonresident contractor and the contract price exceeds \$10,000, the Contractor shall promptly report to the Department of Revenue on forms to be provided by the Department of Revenue the total contract price, terms of payment, length of contract and such other information as the Department of Revenue may require before the Contractor may receive final payment on the public contract. The City may not award a Public Improvement contract or a Public Works Contract to a nonresident bidder that is an educational service district. The City shall satisfy itself that the requirement of this subsection has been complied with before the City issues a final payment on a public contract.

7. ORS 279C.530 and Eugene Rule 137-046-0500(3) Condition concerning payment for medical care and providing workers' compensation.

7.1. Medical Care. The Contractor and all subcontractors shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the Contractor or subcontractor, as applicable, of all sums that the Contractor or subcontractor, as applicable, agrees to pay for the services and all moneys and sums that the Contractor or subcontractor, as applicable, collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.

7.2. Workers Compensation. All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

8. ORS 279.520 Conditions Concerning Hours and ORS 279C.540 Maximum hours of labor on public contracts; holidays; exceptions; liability to workers; rules.

8.1. A person may not be employed for more, or required or permitted to labor more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity or emergency or when the public policy absolutely requires it, in which event, except in cases of contracts for architect, engineering, land surveying or related consultant services, the person so employed for excessive hours shall receive at least time and a half pay:

(a) (A) For all overtime in excess of eight (8) hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or

(B) For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and

(b) For all work performed on Saturday and on the following legal holidays:

- (A) Each Sunday.
- (B) New Year's Day on January 1.
- (C) Memorial Day on the last Monday in May.
- (D) Independence Day on July 4.
- (E) Labor Day on the first Monday in September.
- (F) Thanksgiving Day on the fourth Thursday in November.
- (G) Christmas Day on December 25.

8.2. An employer shall give notice in writing to employees who perform work under subsection 8.1, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that employees may be required to work.

8.3. For the purpose of this section, each time a legal holiday listed in subsection 8.1, other than Sunday, falls on Sunday, the succeeding Monday shall be recognized as a legal holiday. Each time a legal holiday listed in subsection 8.1 falls on Saturday, the preceding Friday shall be recognized as a legal holiday.

8.4. Subsections 8.1 and 8.2 of this section do not apply to labor on a public improvement contract or to construction services if the contractor is a party to a collective bargaining agreement in effect with any labor organization.

8.5. When specifically agreed to under a written labor-management negotiated labor agreement, an employee may be paid at least time and a half pay for work performed on any legal holiday specified in ORS 187.010 and 187.020 that is not listed in subsection 8.1.

8.6. This section does not apply to contracts for architect, engineering, land surveying or related consultant services, provided that persons employed under such contracts shall receive at least time and a half pay for work performed on the legal holidays specified in subsection 8.1(b)(B) to (G) of this section and for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.

8.7. (a) Subsections 8.1 and 8.2 of this section do not apply to contracts for construction services other than in construction of a public improvement. However, persons employed under such contracts shall receive at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in subsection 8.1(b)(B) to (G) of this section and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater.

(b) An employer shall give notice in writing to employees who work on a contract for services, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

8.8. Any contractor or subcontractor or contractor's or subcontractor's surety that violates the provisions of this section is liable to the affected employees in the amount of their unpaid overtime wages and in an additional amount equal to the unpaid overtime wages as liquidated damages. If the violation results from willful falsification of payroll records, the contractor or subcontractor or contractor's or subcontractor's surety is liable to the affected employees in the amount of their unpaid overtime wages and an additional amount equal to twice the unpaid overtime wages as liquidated damages.

8.9. This section does not apply to financial institutions as defined in ORS 706.008.

9. ORS 279C.800 to 279C.870 Prevailing Rate of Wage.

9.1. The specifications for the contract contain a provision stating the existing prevailing rate of wage that may be paid to workers in each trade or occupation required for the public works employed in the performance of the contract either by the Contractor or subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the contract. Workers shall be paid not less than the specified minimum hourly rate of wage.

9.2. For Public Works projects subject to ORS 279C.800 to 279C.870 and the Davis-Bacon Act (40 U.S.C. 276a): (1) If the state prevailing rate of wage is higher than the federal prevailing rate of wage, the contractor and every subcontractor on

the project shall pay at least the state prevailing rate of wage as required by ORS 279C.800 to 279C.870; and (2) If the federal prevailing rate of wage is higher than the state prevailing rate of wage, the contractor and every subcontractor on the project shall pay at least the federal prevailing rate of wage as required by the Davis-Bacon Act.

9.3. The City shall retain 25 percent of any amount earned by the contractor on the Public Works project until the contractor has filed certified statements of wage rates and payment on a form prescribed by the Commissioner of the Bureau of Labor and Industries. The City shall pay the contractor the amount retained within 14 days after contractor files the certified statements. The contractor shall retain 25 percent of any amount earned by a first-tier subcontractor on a Public Works project until the first-tier subcontractor has filed the certified statements. The contractor shall verify the first-tier subcontractor has filed the certified statements before the contractor pays the subcontractor the amount retained, which shall be within 14 days after the first-tier subcontractor files the certified statements.

10. ORS 279A.110. Discrimination in subcontracting prohibited; remedies.

10.1. The Contractor may not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, women or emerging small business enterprise certified under ORS 200.055.

10.2. By entering into the contract, the Contractor certifies that it has not discriminated and will not discriminate, in violation of subsection 10.1, against any minority, women or emerging small business enterprise in obtaining any required subcontract.

11. ORS 279B.240 Exclusion of recycled oils prohibited. Lubricating oil and industrial oil may include recycled oils or oils that are not manufactured from virgin materials.

12. Eugene Rule 137-046-0500(5) Right to Audit Records.

12.1 Cost or Pricing Data. The Purchasing Agent may, at reasonable times and places, audit the books and records of any Person who has submitted cost or pricing data in connection with a contract to the extent that such books and records relate to such cost or pricing data. Any Person who receives a contract for which cost or pricing data are required, shall maintain the books and records that relate to the cost or pricing data for three (3) years from the date of final payment under the contract, unless a shorter period is authorized by the Purchasing Agent in writing.

12.2 Contract Audit. The Purchasing Agent shall be entitled to audit the books and records of the contractor or any subcontractor to the extent that the books and records relate to the performance of the contract. The contractor and each subcontractor shall maintain books and records for a period of three (3) years from the date of final payment under the contract or subcontract, as applicable, unless a shorter period is authorized by the Purchasing Agent in writing.

13. Eugene Rule 137-046-0500(6) Right to Inspect Plant.

13.1 Time for Inspection. The Purchasing Agent may, at reasonable times, inspect the part of the plant or place of business of the contractor or any subcontractor that is related to the performance of any contract awarded.

13.2 Contractual Provisions. The City may inspect supplies and Services at the contractor's or subcontractor's facility and perform tests to determine whether they conform to the contract requirements.

13.3 Procedures for Trial Use and Testing. The Purchasing Agent may establish operational procedures governing the testing and trial use of equipment, materials, and the application of resulting information and data to Specifications or Procurement.

13.4 Location. When an inspection is made in the plant or place of business of a contractor or subcontractor, such contractor or subcontractor shall provide without charge all reasonable facilities and assistance for the safety and convenience of the person performing the inspection or testing.

13.5 Time of Testing or Inspection. Inspection or testing of supplies and Services performed at the plant or place of business of any contractor or subcontractor shall be performed at reasonable times during normal business hours.

13.6 Inspection of Construction Projects. Onsite inspection of construction shall be performed in accordance with the provisions of the contract.

14. Eugene Rule 137-046-0500(7) Termination in the Public Interest.

14.1 Termination Provisions. The City may terminate the contract for any reason considered by the City to be in the public interest. Reasons for termination in the public interest include but are not limited to:

- (a) The contractor cannot complete the work for reasons beyond the control of either the contractor or the City;
- (b) Necessary materials are not available;
- (c) A lack of funds;
- (d) A phenomenon of nature of catastrophic proportions or intensity;
- (e) Executive orders of the President related to national defense;
- (f) Congressional or state acts related to funding or changes in applicable laws; or
- (g) The presence of other circumstances or conditions such that it is impracticable within a reasonable time to complete the work.

14.2 Payment When Contract Is Terminated. When the contract, or any portion thereof, is terminated before completion of all items of work in the contract, payment will be made for the actual items of work completed under the contract, or by mutual agreement, for items of work partially completed. No claim for loss of anticipated profits will be allowed.

14.3 Payment for Construction Services. The City may provide in a contract for construction services, detailed provisions under which the contractor shall be entitled, as a matter of right, to compensation upon termination of the contract on account of any reason considered to be in the public interest.

15. Eugene Rule 137-046-0500(8) Governing Law; Jurisdiction

15.1 Governing Law. This contract shall be governed, construed, and enforced in accordance with the laws of the state of Oregon, unless otherwise approved by the City Attorney or designee.

15.2 Jurisdiction. Contractor agrees and consents to the exclusive jurisdiction of the courts of the state of Oregon for all purposes regarding the contract and further agrees and consents that venue of any action brought under the contract shall be exclusively in Lane County, Oregon, unless otherwise approved by the City Attorney or designee.

16. Eugene Rule 137-046-0500(9) Compliance with Tax Laws Contractor certifies its compliance with all applicable state and local tax laws, including but not limited to ORS 305.385, ORS 305.620, ORS chapters 316, 317 and 318 and Chapter 539 Oregon Laws 2015 (SB 675). Contractor certifies it will continue to comply with all such tax laws during the term of this contract. Contractor's failure to comply with such state and local tax laws prior to executing this contract or during the term of this contract constitutes a default for which City may terminate this contract and seek damages and other relief available under the terms of this contract or applicable law.

EXHIBIT B: FAA Non-AIP Contract Provisions

CIVIL RIGHTS - GENERAL

49 U.S.C. § 47123

GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

CIVIL RIGHTS – TITLE VI ASSURANCE

49 U.S.C. § 47123
FAA Order 1400.11

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR Part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964) including amendments thereto;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

- The Civil Rights Restoration Act of 1987 (P.L. 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR Parts 37 and 38;
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681, et seq).

Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin), creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 including amendments thereto.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
- a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

DOMESTIC PREFERENCES FOR PROCUREMENTS

2 CFR § 200.322

2 CFR Part 200, Appendix II(L)

CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

29 USC § 201, et seq

2 CFR § 200.430

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR Part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

29 CFR Part 1910

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

2 CFR § 200, Appendix II(K)

2 CFR § 200.216

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act P.L. 115-232, § 889(f)(1)).

SAMPLE

EXHIBIT C: General Provisions, Special Conditions, and Technical Specifications

SAMPLE

EXHIBIT D: Contractor's Bid and Pricing

SAMPLE

**EXHIBIT E: Certificate of Bidder / Contractor Employee Drug Testing Program
ORS 279.505(2)**

SAMPLE