REQUEST FOR PROPOSALS
RFP No. CSD-2026-01
MECHANICAL PRIME, DESIGN-BUILD SERVICES FOR THE
CRESWELL HIGH SCHOOL CTE BUILDING INTERIOR IMPROVEMENT

Creswell School District 40
Creswell, Oregon

Issued: 11/19/2026

Proposal Closing Date: 12/21/2026, 2:00 p.m. local time

Single Point of Contact (SPC):	Chanel Green, Business Manager
Label for Proposal:	RFP No. CSD-2026-01, Mechanical Prime, Design-Build Services for the Creswell High School CTE Building Interior Improvement
Address:	998 West A Street, Creswell, Oregon 97426
Phone:	541-895-6000
Email:	cgreen@creswell.k12.or.us

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REQUEST FOR PROPOSALS
MECHANICAL PRIME, DESIGN-BUILD SERVICES FOR THE CRESWELL HIGH SCHOOL CTE BUILDING INTERIOR IMPROVEMENT

RFP No. CSD-2026-01

Notice is hereby given that Creswell School District 40 (CSD) is requesting sealed proposals for Mechanical Prime, Design-Build Services for the Creswell High School Career and Technical Education (CTE) Building Interior Improvement. The CTE building is located at 33390 Niblock Ln, Creswell, Oregon 97426. This Request for Proposal (RFP) will be used to evaluate and select a qualified Mechanical Prime, Design-Build firm for this project.

A mandatory pre-proposal meeting will be held at 2:30pm on 12/01/2026 at the CTE building site located at 33390 Niblock Ln, Creswell, Oregon 97426. A sign-in sheet will be circulated at the pre-proposal meeting and proposals will only be accepted from firms who were in attendance. Statements made by District representatives at the pre-proposal meeting are not binding unless confirmed by the District by written addendum.

Sealed proposals will be received by Chanel Green, Business Manager, CSD at the Administrative Office, 998 West A Street, Creswell, Oregon 97426, until **2:00 p.m., 12/21/2026**. Applicants may also submit their proposal via email and will be responsible for inclusion of all information required in this RFP. If your submission is by email, please email to cgreen@creswell.k12.or.us using subject line: RFP No. CSD-2026-01 – CTE Interior (Firm/Company name). **Late proposals will not be accepted.**

Timely received proposals will be opened, recorded and prepared for evaluation. The District will not read Proposals aloud. The number of Proposals received, the identity of Proposers, or the contents of any Proposal will not be disclosed to the public until all Proposals have been evaluated, negotiations completed if required, and a recommendation for Award has been published.

Prospective Proposers must register with Oregon Buys http://oregonbuys.gov to obtain the solicitation document. Electronic copies of the bidding documents may be obtained at no charge via e-mail from Chanel Green, at cgreen@creswell.k12.or.us. A copy of the specifications will also be available at the Creswell School District office located at 998 A Street, Creswell, Oregon 97426. Addenda will be issued via e-mail to known document holders in attendance at the mandatory pre-proposal meeting.

This is a public works contract subject to ORS 279C.800 to 279C.870.

All questions and comments regarding this solicitation must be directed only in writing via e-mail to Chanel Green, Business Manager at cgreen@creswell.k12.or.us.

The District reserves the right to reject any proposal not in compliance with all prescribed public bidding procedures and requirements and may reject, for good cause, any or all proposals upon a finding of the District that it is in the public interest to do so. All public bidding procedures and requirements include whether the bidder is considered “responsible” under ORS 279C.375(3)(b). No proposal will be received or considered by the District unless the proposal contains a statement as to whether the proposer is a resident bidder. The contractors and all subcontractors shall comply with ORS 279A.215 and Oregon Attorney General’s Model Public Contract Rules.

Publish Date: 11/19/2026

Daily Journal of Commerce and OregonBuys

SECTION 1 – ADMINISTRATIVE INFORMATION

1.01 INTRODUCTION

CSD is seeking a qualified Mechanical Prime, Design-Build Contractor to serve as the prime contractor for this design-build project. In accordance with Oregon Administrative Rule (OAR 137-049-0200) CSD will use the Request For Proposal (RFP) competitive procurement process to select and enter into a Contract Agreement with a qualified firm.

Mechanical firms with proven experience working as the Prime contractor to provide design and construction services with adequate resources to meet both CSD and Creswell design standards and criteria are invited to submit a proposal for this project. Details of the required services can be found in Attachment A of this document. CSD will evaluate the qualifications and may interview the most qualified teams before making a selection. When selected, the firm will aid the CSD Project Team consisting of project management consultants and select District staff in the successful completion of this project.

The issuance of the RFP does not commit CSD to enter into any contract agreement, to pay any expenses incurred in preparation of any response to this RFP, or to procure or contract for any supplies, goods or services. CSD reserves the right to cancel this RFP and to reject any proposal that does not comply with this RFP or applicable administrative rules, and to reject any and all responses received as a result of this RFP upon a finding that it is in the public interest to do so.

A sample copy of the Contract Agreement will be distributed at the mandatory pre-proposal meeting. CSD will enter into negotiations with the selected firm and, if the negotiations are successful, will enter into a Contract Agreement substantially similar to the Contract Agreement distributed at the pre-proposal meeting. If the negotiations are not successful, CSD reserves the right to enter into negotiations with another firm from among the remaining bidders.

1.02 PROJECT INFORMATION

Proposal Request

CSD is requesting a proposal to provide Mechanical Prime, Design-Build services for this project. All proposals must be considered reasonable and all inclusive. That is, it must include design and documentation services, permitting, construction and construction observation and administration.

Project Scope

The intent of this project is to complete the interior portions of the new CTE building, within the project budget and timeline. Substantial completion is scheduled for July 31, 2027. Attachment A (Scope of Work) provides a detailed description of the work required in this RFP.

Liquidated Damages

Time is of the essence for this project. The Contract Agreement will include liquidated damages in the amount of $250.00 per calendar day for each day Substantial Completion is delayed beyond July 31, 2027. Proposers should consider this requirement in preparing their schedule and cost proposal.

General Scope

The Design-Builder shall provide design services along with all labor, materials, equipment, supervision, project management, subcontractor coordination, construction services, testing, inspections, and closeout documentation necessary to complete the Career & Technical Education (CTE) building.

The Mechanical Prime Contractor team will be required to meet with the owner's authorized

representatives weekly during the design phase to review the design and receive input. The Mechanical Prime Contractor will provide meeting notes and keep the owner updated on project progress and the anticipated project timeline. Weekly meetings will continue through the construction phase to discuss progress, project timelines, coordination needs, and the project budget.

1.03 RESPONSE DATE

To be considered for selection, proposals must arrive at Creswell School District 40, Attn: Chanel Green, Business Manager by 2:00pm local time 12/21/2026. Applicants who mail packages should allow ample time to ensure that they arrive before the cutoff date and time.

The address is:

Creswell School District 40
Attn: Chanel Green, Business Manager
998 West A Street
Creswell, Oregon 97426

Applicants may also submit their proposal via email and will be responsible for inclusion of all information required in this RFP. If the submission is by email, please email to cgreen@creswell.k12.or.us using subject line: RFP No. CSD-2026-01 – CTE Interior (Firm/Company name).

Selected applicants may be requested to provide additional information, either informally or via an interview process, to clarify their qualifications and to ensure mutual understanding of the scope of the work requirements and schedule.

It is important to note that:

- Late proposals will be returned unopened.
- Proposals will not be accepted at another CSD location other than the address specified above.

1.04 SELECTION PROCEDURE AND TIMELINE

The selection procedure is intended to evaluate the capabilities of interested Mechanical Prime Contractors to provide services to CSD for this project. The selection committee will numerically evaluate the RFP responses. On the basis of this evaluation, one or more of the highest scoring, responsive and responsible firms will be selected for final consideration through interviews and/or further investigation of references.

Following the interview, a written recommendation and Contract Agreement will be forwarded to the Superintendent for review and presentation to the Creswell School Board for approval.

Selection timetable is as follows:

Date	**Activity**
11/19/2026	Mechanical Prime, Design-Build, RFP Advertised (Daily Journal of Commerce, OregonBuys)
12/01/2026	Mandatory pre-proposal meeting at the CTE building site located at 33390 Niblock Ln, Creswell, Oregon 97426. Meeting to start promptly at 2:30pm.

12/15/2026	Questions/Requests for clarification due & Solicitation protest period ends
12/21/2026	2:00 PM Closing (Proposals Due)
12/22/2026	Notification of Interview Schedule
12/23/2026	Interviews
12/23/2026	Notice of Intent to Award (approximate)
12/30/2026	Award Protest Period Ends
TBD (Week of January 5, 2027)	Board Approval
TBD (Week of January 5, 2027)	Notice of Award

1.05 INCURRED COSTS

CSD is not liable for any costs incurred by applicants in the preparation and presentation of their proposals.

1.06 EQUAL EMPLOYMENT COMPLIANCE, BOLI WAGES

By submitting a qualifications package, the applicant certifies conformance to the applicable Oregon Statutes and Regulations concerning Affirmative Action toward Equal Employment Opportunities.

The Mechanical Prime Contractor and all subcontractors shall comply with the provisions of ORS 279C.800 through 279C.870 relative to BOLI Prevailing Wage Rates, and as provided in the District's General Conditions (Attachment I). The Owner shall pay the required fee to the Bureau of Labor and Industries (BOLI), according to the BOLI administrative rules. The Mechanical Prime Contractor and all subcontractors shall be required to maintain a public works bond with the Oregon Construction Contractors Board as required by ORS 279C.836, and as outlined in the District's General Conditions (Attachment I). The public works bonds must be filed before beginning work on the project.

1.07 INSURANCE & LICENSING REQUIREMENTS

Insurance Provisions

Insurance requirements, including minimum coverage limits, will be addressed in the sample Contract Agreement, to be distributed at the mandatory pre-proposal meeting. At a minimum, the Contractor and all subcontractors shall carry workers' compensation coverage as required by ORS 656.017, and Employers' Liability Insurance with limits of not less than $1,000,000 each accident. Proposers should include the cost of all required insurance in their proposal.

Professional Recognition

The Mechanical Prime Contractor and all firms providing professional design services shall be currently licensed to practice in each firm's area of professional expertise in the State of Oregon and shall comply

with all State of Oregon Architect and Professional Engineer licensure and registration requirements. The proposer must be licensed to act as a general contractor in the State of Oregon for the scope of work for this project. The contractor must be licensed by the Construction Contractors Board. Contractors will not be required to be licensed under ORS 468A.720.

Each proposal must be submitted on the prescribed forms and accompanied by an electronic copy of a Surety Bond, Cashier's Check, or Certified Check (see Attachment F), executed in favor of Creswell School District 40, in the amount not less than ten percent (10%) of the total bid, based upon the total bid amount.

The proposer must be capable of providing three bonds for this project, a 100% performance bond covering the fee for both design and construction, a 100% payment bond covering the fee for both design and construction, and a $30,000 Public Works Bond.

1.08 PROTESTS / QUESTIONS

A. Solicitation Questions, Requests for Change and Protests

Prospective respondents may submit questions, requests for change or protest of particular solicitation provisions and specifications and conditions (including comments on any specifications that a firm believes limit competition) in writing to the Single Point of Contact by delivery or mail to the address indicated in Section 1.03. These must be received no later than 12/15/2026. Such requests for change or protest must include the reasons for the request or protest and any proposed changes to the solicitation provisions and specifications and conditions.

Protests will be answered directly with the protesting Proposer. Any changes arising from questions, requests for change or protests will be made only via addenda to the RFP. Responses from CSD not contained in an official addendum to the RFP will not be binding on CSD.

B. Selection Protest

Any proposer who responds to this RFP and claims to have been adversely affected or aggrieved by the selection of competing proposers shall have seven (7) calendar days after notification of apparent successful proposer to submit a written protest to the Single Point of Contact.

The written protest must be received by 5:00pm local time, on the seventh calendar day after notification of selection. Protests will be answered directly with the protesting proposer.

1.09 FORM OF CONTRACT AGREEMENT

Owner will use the Contract Agreement and General Conditions distributed at the pre-proposal meeting.

The selected firm must enter into a Contract Agreement substantially similar to the sample Contract Agreement, but CSD reserves the rights to negotiate a final Contract Agreement which is in the best interests of CSD. If the negotiations are not successful, CSD reserves the right to enter into negotiations with another firm from among the remaining bidders. The owner also reserves the right to investigate and evaluate, at any time prior to the award and execution of the Contract Agreement, the Proposer's financial responsibility to perform the Contract Agreement. Submission of a proposal shall constitute approval for the Owner to obtain any credit report information the Owner deems necessary to conduct the evaluation.

END OF SECTION 1

SECTION 2 – PROPOSAL REQUIREMENTS

2.01 GENERAL

Five (5) printed copies of the proposal must be submitted, or one (1) complete electronic copy in PDF format if submitting by email, containing the following items and providing the information as specified in Evaluation Criteria. Incomplete proposals may not be considered. Packages are not to exceed ten (10) double-sided pages in length (20 sides) including covers if used. A completed application will include:

1. Responses to Evaluation Criteria (Section 2.02);
2. Fee Descriptions and Proposer Certification Cost Form (Attachment B);
3. Affidavit of Trade Secret Form (Attachment C);
4. Non-Collusion Affidavit (Attachment D);
5. Certification of Company Drug Testing Program (Attachment E);
6. Certification of 10% Bid Bond with an electronic copy of a Surety Bond, Cashier's Check, or Certified Check (Attachment F);
7. List of Project Team Members Form (Attachment G).

2.02 EVALUATION CRITERIA

Please provide the information described below in as concise a manner as possible. Please clearly number your responses to each evaluation criteria item in the order they are asked for in this RFP.

A. Project Approach (25 points)

Provide your strategic project approach summary; discussion of your firm's approach to the specific conditions of the proposed project, the successful Design-Build services provided based on prior experience working on similar projects or projects for K-12 or other educational organizations. Describe your firm's approach for managing bidding requirements, budgets, schedules and quality control. Describe any value-added services including opportunities to connect with CTE students to enrich the educational experience. The District is committed to providing opportunities for local contractors. Describe in detail how you would provide outreach to keep local contractors informed of bidding opportunities.

B. Schedule Management (25 points)

Provide a brief assessment of your team's experience with projects with tight time and budget constraints. Please review and comment on the preliminary project schedule and provide a plan to meet this schedule that you feel can be accomplished if your team is selected for this project.

C. Team Members & Previous Projects (25 points)

List the makeup of your Design-Build team. Please list names of consulting, construction, and support firms including the names and addresses of each firm. Briefly describe the functional responsibilities (category of work) of each firm, the firm's experience with the design and construction of similar facilities, and the estimated dollar value of the work provided. Please use the form provided in Attachment G to provide this information.

List the key individuals who will make up the team for this work, identify their roles, and describe their relevant qualification and experiences with the Design-Build process. This information is required in addition to any detailed resumes the proposer submits. The Contract Agreement will require that the Design-Build Contractor commit these individuals to the project for its duration.

D. K-12 Experience on Occupied Sites (25 points)

Describe the relevant experience the Mechanical Prime Contractor has as it relates to the planning, design, and construction of occupied educational facilities. What other projects of similar size and complexity have the key individuals proposed to work on this project completed?

Provide a listing, in chronological order and in chart format, of recently completed projects that are similar in size and scope executed by the key individuals proposed for these projects. Information should include the following:

a. Name of Owner, contact person, and current phone number.
b. Brief description and location of the project and role in the project.
c. Completion date.
d. Final contract amount.
e. Project related claims going to litigation/arbitration.

Provide five (5) professional references from the listed projects, including the project name, the name of the design team members for whom this reference is relevant, a contact name and phone number. At least two (2) of these references must be subcontractors. At least two (2) of these references must be owners. Every key project team member must be represented in at least two (2) of the provided references.

E. Proposed Safety and Logistics Plan (25 points)

Prepare a proposed Safety Plan for the project keeping in mind that work will be happening on a high school site with students attending classes along with after school activities during much of the time the project is happening. Prepare a proposed logistics plan for the project.

F. Cost Proposal/Fees (25 points)

Using Attachment B – Fee Descriptions and Proposer Certification Form, proposals shall include the lump-sum price for the complete building construction scope.

Proposals shall identify all exclusions, assumptions, qualifications, allowances, and deviations from the RFP and construction documents. The Mechanical Prime Contractor shall identify any scope gaps or unresolved questions before submitting its proposal.

G. Concerns (not scored – informational only) (0 points)

Provide a summary of concerns, if any, that your team may have about this project including such items as budget, schedule and design. Please describe how you might address these issues.

H. Optional Interview (100 points)

In addition to this evaluation criteria and process, CSD shall comply with OAR 137-049-0650.

END OF SECTION 2

SECTION 3 – EVALUATION AND SELECTION PROCESS

3.01 SELECTION COMMITTEE

Proposals will be evaluated by a committee. Selection Committee members will not be announced prior to interviews.

3.02 EVALUATION CRITERIA

Proposals meeting Proposal Content Requirements will be evaluated by an Evaluation Committee using criteria and priorities as defined by the District. The Evaluation Committee will determine which Proposal in the District's sole judgement, is in the best interest of the organization based on the evaluation criteria listed below.

The selection committee may request further clarification to assist the evaluation by gaining additional understanding of proposals. A response to a clarification request must be to clarify or explain portions of the already submitted proposal and may not contain new information not included in the original proposal.

Evaluation Criteria	**Points**
A. Project Approach	25
B. Schedule Management	25
C. Team Members & Previous Projects	25
D. K-12 Experience on Occupied Sites	25
E. Proposed Safety and Logistics Plan	25
F. Cost Proposal/Fees	25
G. Concerns (not scored – informational only)	0
Total	**150**
H. Optional Interview: The interviews may be conducted to allow the proposer to expand on each of the above categories.	100
Maximum Point Total Available	**250**

3.03 SELECTION PROCESS

The qualification packages will be evaluated as follows:

A. Review for inclusion of all elements specified in Qualification Requirements Section 2. Any qualification packages which do not include all required elements may be rejected.
B. Total preliminary point ratings will be assigned to the qualifications packages by the Evaluation Committee, using the criteria specified in Section 2.02.
C. At the owner's sole discretion, the proposers submitting the proposal packages who receive

the highest point totals, as outlined in Section 3.02 items A-F, may be shortlisted and invited to an interview with the Evaluation Committee. Should interviews occur, additional points will be available to shortlisted firms, as outlined in Section 3.02 item H, which will be cumulative with the scores received in Section 3.02 items A-F.

D. The proposer with the most cumulative points will be awarded the contract.

END OF SECTION 3

ATTACHMENT A
Design-Build Scope of Work

Creswell School District 40
RFP No. CSD-2026-01 – CTE Interior

General Project Description

Creswell School District is seeking proposals for the interior completion of an approximately 20,000-square-foot building to be utilized for the District's CTE programs. The facility will include a metal fabrication shop, woodworking shop, automotive shop, three classrooms (including one computer lab), and a shared gang restroom.

The project will be delivered using a design-build approach, with the mechanical contractor serving as the Design-Builder and Prime Contractor. The Mechanical Prime Contractor shall be responsible for providing all necessary design services, engineering, construction, coordination, labor, materials, equipment, permits, and inspections required to deliver a complete and operational facility, in accordance with applicable codes, Oregon public contracting requirements, and the project specifications.

In areas where ceilings and walls are open to the structure, all exposed building systems, including HVAC, plumbing, electrical, lighting, fire protection, and low-voltage systems, shall be installed in a neat, orderly, and coordinated manner. These systems are intended to provide a visual learning opportunity for students pursuing careers in the construction and skilled trades. The Mechanical Prime Contractor shall coordinate routing, elevations, spacing, and supports to create a clean, professional appearance. Where practical, systems shall run parallel or perpendicular to the building structure, with consistent alignments and minimal crossing. Installation quality shall reflect professional trade practices and craftsmanship appropriate for an educational environment.

Scope by Construction Division

The anticipated scope of work includes, but is not limited to, the following CSI MasterFormat divisions:

- **Division 01 – General Requirements:** Project management, coordination, scheduling, temporary facilities, quality control, safety, and closeout.
- **Division 02 – Existing Conditions:** Verification of existing conditions and any required demolition or preparation.
- **Division 03 – Concrete:** Concrete modifications, housekeeping pads, and related work as required.
- **Division 05 – Metals:** Miscellaneous metals, supports, and related metal fabrication.
- **Division 06 – Wood, Plastics, and Composites:** Rough carpentry, blocking, backing, and finish carpentry as required.
- **Division 07 – Thermal and Moisture Protection:** Insulation, firestopping, sealants, and related work.
- **Division 08 – Openings:** Doors, frames, hardware, and associated installation.
- **Division 09 – Finishes:** Interior wall, ceiling, and floor finishes. This division will be constructed in accordance with the Owner-provided architectural drawings and detailed specifications and is excluded from the design-build scope.
- **Division 10 – Specialties:** Toilet partitions, accessories, signage, and other building specialties.
- **Division 11 – Equipment:** Equipment and related installations required for the CTE program spaces, as identified in the project specifications.

- **Division 21 – Fire Suppression:** Fire protection systems and associated engineering and installation.
- **Division 22 – Plumbing:** Plumbing systems, fixtures, and associated piping, including the gang restroom and shop areas.
- **Division 23 – Heating, Ventilating, and Air Conditioning:** Complete HVAC design and installation, including ventilation and environmental controls appropriate for the classrooms, metal shop, wood shop, and automotive shop.
- **Division 26 – Electrical:** Electrical distribution, lighting, power, and equipment connections.
- **Division 27 – Communications:** Data infrastructure, communications, and related systems, including provisions for the computer lab.
- **Division 28 – Electronic Safety and Security:** Fire alarm, detection, and security systems as required.

Contractual Responsibility

The Mechanical Prime Contractor shall be contractually responsible to CSD for the complete performance and coordination of all work included in its Contract Agreement, whether performed by its own workforce or subcontractors.

Exclusions

- Civil Site Work: Civil site work is excluded from this procurement. The exclusion shall apply to the site work expressly identified in the RFP and contract documents, which may include site grading, paving, parking areas, landscaping, site drainage, and off-building utility infrastructure.
- Exterior Doors and Hardware
- Access Control Panel

The Mechanical Prime Contractor shall coordinate building-related interfaces with CSD and any separate contractor performing the work identified as excluded from this procurement.

Coordination shall include utility connection locations, service capacities, elevations, building entrances, required utility stub-outs, exterior door and hardware purchase and installation, and construction sequencing.

The contract documents shall clearly identify the limits of the Mechanical Prime Contractor work and the excluded civil site work.

Scheduling and Construction Coordination

The Mechanical Prime Contractor shall prepare and maintain a comprehensive construction schedule identifying design, procurement, installation, inspections, testing, commissioning, and completion milestones.

The Mechanical Prime Contractor shall coordinate all work included in its contract, including subcontractor activities and the sequencing of architectural, structural, mechanical, electrical, plumbing, and low-voltage installations. This shall include supervision, management, coordination, and quality control necessary to deliver the building in accordance with the contract documents and required schedule.

The Mechanical Prime Contractor shall participate in a weekly meeting with the Owner's Authorized representatives to provide progress updates, upcoming work, and any issues that need to be addressed. Construction activities shall be coordinated with Owner's Authorized representatives regarding campus access, parking, construction hours, deliveries, security, safety, and protection of students, staff, and the

public.

END OF ATTACHMENT A

ATTACHMENT B
FEE DESCRIPTION AND PROPOSER CERTIFICATION FORM

Creswell School District 40
RFP No. CSD-2026-01 – CTE Interior

Submit this form with your proposal as described in Section 2.01 of the RFP.

Name of Bidder: _____

1. Acknowledgements

This bid is submitted to Creswell School District.

The undersigned bidder proposes and agrees, if this bid is accepted, to enter into a Design-Build Contract with CSD in the form included in the contract documents and to complete all work as specified or indicated in the contract documents for the contract price and within the contract time indicated in this bid and in accordance with the contract documents.

Bidder accepts all of the terms and conditions of the instructions to Bidders, including without limitation, those dealing with disposition of bid security. This bid may not be amended or withdrawn and is subject to acceptance for sixty (60) days after the closing date. The successful bidder will sign the Construction Contract and submit the security and other documents required by the contract documents within ten (10) calendar days after the date of Owner's Notice of Award.

In submitting this bid, the bidder represents as more fully set forth in the Contract Agreement, that: Bidder has examined copies of the contract documents and the following addenda:

Date: _____ Number: _____

Date: _____ Number: _____

Date: _____ Number: _____

Date: _____ Number: _____

Bidder has examined the site and locality where the work is to be performed, the applicable legal requirements (federal, state, and local, ordinances, rules, and regulations) and the conditions affecting cost, progress, or performance of work, and has made such independent investigation as bidder deems necessary;

This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation, and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham bid; bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and bidder has not sought by collusion to obtain for himself any advantage over any other bidder or the Owner;

The Owner is not obligated to award any contract based on the bids submitted. Any award which the Owner makes will be on the basis outlined in Section 3.02 of this document, Evaluation Criteria.

If the bidder is awarded the Contract for this work, the name and address of the Surety who will provide the Payment Bond, Performance Bond and Public Works Bond will be:

_____

The following documents are to be executed by the Mechanical Prime Contractor after the Contract is

awarded, prior to beginning work of this project:

- Construction Contract
- Performance Bond
- Payment Bond
- Public Works Bond Filing Certification
- Public Works Wage Certification Form
- Certificate of Insurance

The selected bidder shall submit the following documents within seven (7) days of Notice of Intent to Award:

- Construction schedule
- Complete list of subcontractors and suppliers

2. Bid

Bidder will complete the entire Project for the following total price:

Bid: $_____

3. Declarations

Bidder acknowledges the Project Milestone Dates in Section 1.02.

Bidder's Initials: _____

Bidder agrees and certifies as follows:

1. The provisions of ORS 279C.800 et seq., relating to the prevailing wage rates, will be complied with;
2. Declaration of Residency: I "am" or "am not" (circle one) a "resident bidder" as defined by ORS 279A.120, a contractor that has paid unemployment taxes or income taxes in Oregon during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid whether the bidder is a "resident bidder" pursuant to ORS 279A.120;
3. The provisions of ORS 305.385 relating to Oregon tax laws will be complied with;
4. Bidder has not and will not discriminate against minorities, women or emerging small business enterprises in obtaining any subcontracts required under this Contract, or against a business enterprise owner controlled by, or that employs, a disabled veteran as defined in ORS 408.225;
5. The Contractor, its subcontractors, if any, and all employers providing work, labor or materials under this Contract who are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers. Out-of-state employers must provide workers' compensation coverage for their workers that complies with ORS 656.126. Employers' Liability Insurance with coverage limits of not less than $1,000,000 each accident shall be included;
6. Bidder is registered and in good standing with the Construction Contractors Board in accordance with ORS 701.035 to 701.055;
7. All subcontractors performing work as described in ORS 701.005(2) will be registered with the Construction Contractors Board in accordance with ORS 701.035 to 701.055 before the subcontractors commence work under the contract;
8. If awarded a contract, the Proposer agrees to perform the scope of work and meet the

performance standards set forth in the final negotiated contract and statement of work.

Bidder's Initials: _____

4. Authority to Submit Bid

Name of company submitting bid and name of authorized representative:

Company Name: _____

Bidder's CCB Number: _____

Bidder's Tax ID Number: _____

Representative: _____

Address: _____

City, State, Zip: _____

Email Address: _____

If Sole Proprietor or Partnership:

In witness whereof, the undersigned has set his/her hand this _____ day of _____, 20__.

Printed name of bidder: _____

Signature of bidder: _____

Title: _____

If Corporation:

In witness whereof, the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this ____ day of _____, 20__.

Name of Corporation: _____

Printed name of person signing: _____

Signature: _____

Title: _____

Attest: _____

Corporate Secretary (Signature)

Printed Name of Secretary: _____

END OF ATTACHMENT B

ATTACHMENT C
AFFIDAVIT OF TRADE SECRET FORM

Creswell School District 40
RFP No. CSD-2026-01 – CTE Interior

Submit this form with your proposal as described in Section 2.01 of the RFP.

Name of Proposer: _____

_____ (Affiant), being first duly sworn under oath, and representing _____ [Proposer Name] (hereafter "Proposer"), hereby deposes and swears or affirms under penalty of perjury that:

1. I am the Proposer, I have knowledge of the Request for Proposal referenced herein, and I have full authority to submit this affidavit and accept the responsibilities stated herein.
2. I am aware that the Proposer has submitted a Proposal, dated on or about _____ [date], to the Creswell School District 40 in response to Request for Proposal (RFP) No. CSD-2026-01, for the Creswell High School CTE Building Interior Improvement, and I am familiar with the contents of the RFP and Proposal.
3. I have read and am familiar with the provisions of Oregon's Public Records Law, Oregon Revised Statutes ("ORS") 192.311 through 192.478, and the Uniform Trade Secrets Act as adopted by the State of Oregon, which is set forth in ORS 646.461 through ORS 646.475. I understand that the Proposal is a public record held by a public body and is subject to disclosure under the Oregon Public Records Law unless specifically exempt from disclosure under that law.
4. I have reviewed the information contained in the Proposal. The Proposer believes the information listed in Exhibit A is exempt from public disclosure (collectively, the "Exempt Information"), which is incorporated herein by this reference. It is my opinion that the Exempt Information constitutes "Trade Secrets" under either the Oregon Public Records Law or the Uniform Trade Secrets Act as adopted in Oregon because that information is either:
    a. A formula, plan, pattern, process, tool, mechanism, compound, procedure, production data, or compilation of information that:
        i. Is not patented,
        ii. Is known only to certain individuals within the Proposer's organization and that is used in a business the Proposer conducts,
        iii. Has actual or potential commercial value, and
        iv. Gives its user an opportunity to obtain a business advantage over competitors who do not know or use it.

    Or

    b. Information, including a drawing, cost data, customer list, formula, pattern, compilation, program, device, method, technique or process that:
        i. Derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use; and
        ii. Is the subject of efforts by the Proposer that are reasonable under the circumstances to maintain its secrecy.
5. I understand that disclosure of the information referenced in Exhibit A may depend on official or judicial determinations made in accordance with the Public Records Law.

Affiant's Signature: _____

State of: _____

County of: _____

Exhibit A Attached: ☐ YES ☐ NO

Signed and sworn to before me on _____ (date) by _____ (Affiant's Name).

Notary Public for the State of _____

My Commission Expires: _____

Seal:

Company Name [DBA]: _____

Legal Name: _____

Type of Organization (circle one): Sole Proprietor / Partnership / Corporation

If Corporation, State of Incorporation: _____

If Partnership, attach a list of general and limited partners.

Is the Proposer an Oregon Resident Bidder as provided in ORS 279A.120 [i.e., paid unemployment taxes or income taxes in Oregon during the 12 calendar months immediately preceding submission of the proposal, and has a business address in Oregon]? ☐ YES ☐ NO

By: _____ (Signature)

Print Name: _____

Title: _____

Contact Person:

Name: _____

Telephone: _____

Email: _____

Fax: _____

END OF ATTACHMENT C

ATTACHMENT D
NON-COLLUSION AFFIDAVIT

Creswell School District 40
RFP No. CSD-2026-01 – CTE Interior

Submit this form with your proposal as described in Section 2.01 of the RFP.

Name of Proposer: _____

State of _____)
) ss.
County of _____)

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

I state that:

1. The price(s) and amount of this proposal have been arrived at independently and without consultation, communication, or agreement with any other contractor, proposer, or potential proposer, except as disclosed on the attached appendix.
2. Neither the price(s) nor the amount of this proposal, nor the approximate price(s) or amount of this proposal, have been discussed with any other contractor, proposer, or potential proposer, except as disclosed on the attached appendix. No attempt has been made or will be made to induce any firm or person to refrain from submitting a proposal on this contract, to submit a proposal higher than this proposal, or to submit any intentionally high, noncompetitive, or complementary proposal.
3. The proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
4. _____ (firm), its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by state or federal law in any jurisdiction involving conspiracy or collusion with respect to bidding or proposing on any public contract, except as described on the attached appendix.

I understand and acknowledge that the above representations are material and important and will be relied on by Creswell School District in awarding the contract(s) for which this proposal is submitted. I understand, and my firm understands, that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Creswell School District of the true facts relating to the submission of this proposal.

Signature: _____

Name: _____

Position: _____

Name of Company: _____

Signed and sworn to before me this _____ day of _____, 20__, by _____.

Notary Public for the State of _____

My Commission Expires: _____

Seal:

END OF ATTACHMENT D

ATTACHMENT E
CERTIFICATION OF COMPANY DRUG TESTING PROGRAM

Creswell School District 40
RFP No. CSD-2026-01 – CTE Interior

Submit this form with your proposal as described in Section 2.01 of the RFP.

Name of Bidder: _____

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 Agency's award of 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 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 Agency 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 above named Bidder:

1. A copy of the Bidder's current written employee drug testing policy will be available for inspection by the Agency at any time upon the Agency's request; and
2. The Bidder 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 disqualification under ORS 279C.440(2)(d).

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

END OF ATTACHMENT E

ATTACHMENT F
CERTIFICATION OF BID BOND

Creswell School District 40
RFP No. CSD-2026-01 – CTE Interior

Submit this form with your proposal as described in Section 2.01 of the RFP.

Name of Bidder: _____

We, _____ (Name of Principal), as "Principal," and _____ (Name of Surety), a/an _____ Corporation, authorized to transact Surety business in Oregon, as "Surety," hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns to pay unto the Creswell School District ("Obligee") the sum of $_____ (_____ dollars).

WHEREAS, the condition of the obligation of this bond is that Principal has submitted its proposal or bid to an agency of the Obligee in response to Obligee's procurement document No. CSD-2026-01 for the project identified as: Mechanical Prime, Design-Build Services for the Creswell High School CTE Building Interior Improvement, which proposal or bid is made a part of this bond by reference, and Principal is required to furnish bid security in an amount equal to ten percent (10%) of the total amount of the bid pursuant to the procurement document and ORS 279C.365(5) for competitive bidding or 279C.400(5) for competitive proposals.

NOW, THEREFORE, if the proposal or bid submitted by Principal is accepted, and if a contract pursuant to the proposal or bid is awarded to Principal, and if Principal enters into and executes such contract within the time specified in the procurement document and executes and delivers to Obligee its good and sufficient performance bond, payment bond and public works bond as required by Obligee within the time fixed by Obligee, then this obligation shall be void; otherwise, it shall remain in full force and effect.

IN WITNESS WHEREOF, we have caused this instrument to be executed and sealed by our duly authorized legal representatives this _____ day of _____, 20__.

PRINCIPAL	**SURETY**
Name: _____	Name: _____
By: _____	By: _____
Signature	Signature, Attorney-in-Fact
Printed Name and Title: _____	Printed Name: _____
Attest: _____	Address: _____
Signature, Corporate Secretary	
Address: _____	City, State, Zip: _____
City, State, Zip: _____	Phone: _____

Phone: _____ Email: _____

Email: _____

The Surety's Power of Attorney authorizing the Attorney-in-Fact to execute this bond must be attached.

END OF ATTACHMENT F

ATTACHMENT G
LIST OF PROJECT TEAM MEMBERS

Creswell School District 40
RFP No. CSD-2026-01 – CTE Interior

Submit this form with your proposal as described in Section 2.01 of the RFP.

Name of Bidder: _____

Using this form, list the makeup of your Design-Build team. Please list names of consulting, construction, and support firms including the names and addresses of each firm. Briefly describe the functional responsibilities (category of work) of each firm, the firm's experience with the design and construction of similar facilities, and the estimated dollar value of the work provided. Enter "NONE" if there are no subcontractors that need to be disclosed. Attach additional sheets if required.

#	Subcontractor Name, Address, Experience	Category of Work	Estimated $ Value
1			
2			
3			
4			
5			
6			

Signature: _____

Printed Name, Title: _____

Date: _____

END OF ATTACHMENT G