



Oregon State University

INVITATION TO BID (“ITB”) #2020-003099

Utility Connection and Monitoring Facility Site Preparation – Phase 1: PacWave

ISSUE DATE: April 8, 2020

MANDATORY PRE-BID CONFERENCE: 04/17/2020 at 11:00 AM Pacific Time (PT) at Driftwood Beach State Recreation Site.

BID DUE DATE/TIME: 05/01/2020 at 3:00 PM PT via electronic bid submission only to bids@oregonstate.edu

CONTRACT ADMINISTRATOR:

Ben Baggett, PacWave Contract Officer
Construction Contracts Administration
Oregon State University
644 SW 13th St.
Corvallis, OR 97333
Phone: 541-737-2526

Email: ConstructionContracts@oregonstate.edu

AWARD DECISION APPEALS:

Hanna Emerson, Construction Contracts Manager
Construction Contracts Administration
Oregon State University
644 SW 13th St.
Corvallis, OR 97333
Phone: (541) 737-7694

Email: hanna.emerson@oregonstate.edu

It is the Bidder’s responsibility to continue to monitor the [OSU Business and Bid Opportunities](#) website for Addenda. Failure to acknowledge any Addenda on the Bid Form may cause your Bid to be considered non-responsive.

OSU standards and policies govern this solicitation ([Procurement Thresholds and Methods, Procurement Solicitations and Contracts](#)) unless otherwise referenced or stated.

1.0 INTRODUCTION

1.1 Background.

Founded in 1868, Oregon State University (“OSU”) is a comprehensive, research-extensive, public university located in Corvallis, Oregon. OSU is one of only two American universities to hold the Land Grant, Sea Grant, Space Grant and Sun Grant designations. OSU is also the only Oregon institution to have earned both Carnegie Foundation classifications for Highest Research Activity and Community Engagement, a recognition of the depth and quality of its graduate education and research programs.

Through its centers, institutes, Extension offices and Experiment Stations, Oregon State has a presence in all of Oregon’s 36 counties, including its main campus in Corvallis, the Hatfield Marine Sciences Center in Newport and OSU-Cascades Campus in Bend. Oregon State offers undergraduate, master’s and doctoral degrees through 11 academic colleges, the Honors College, Graduate School and online Ecampus, enrolling more than 31,000 students from every county in Oregon, every state in the country and more than 110 nations.

OSU has partnered with the US Department of Energy (“DOE”) and other stakeholders to build a wave energy test facility located off Newport, Oregon, called PacWave South (“PacWave” or “Project”). PacWave will be the Nation’s first grid-connected, pre-permitted wave energy test facility. PacWave is funded and supported by DOE, the State of Oregon and various other public and private entities.

PacWave will be located in the Pacific Ocean, approximately 6 nautical miles off the coast south of Newport, on the outer continental shelf and will occupy an area of approximately two square nautical miles. PacWave will feature four pre-permitted offshore test berths in 260 feet of water, each featuring an individual power cable for transmission of up to 5 megawatts of electric power from the test berth to a shore-based Utility Connection and Monitoring Facility (“UCMF”). At full capacity, PacWave will have the potential to generate up to 20 MW of power and support up to 20 commercial-scale wave energy converters with resultant power transferred to the Central Lincoln People’s Utility District (“CLPUD”) electrical distribution system.

OSU is an Affirmative Action and Equal Employment Opportunity employer.

1.2 Location.

Location of the work site is an OSU-owned property on NW Wenger Lane on the east side of Highway 101, located near Seal Rock, Lincoln County, approximately 10 miles south of Newport, Oregon.

1.3 Summary of Work.

The Work Contract consists of the site prep work necessary for the future construction of the

Utility Connection and Monitoring Facility (“UCMF” or “Facility”), a Facility comprised of (3) three buildings, and the associated site improvements of a 4.44 acre unimproved parcel of OSU-owned property where the UCMF will be located. Project site is located on the Oregon Coast, south of Newport, Oregon.

Site preparation work includes clearing, earthwork, grading, and typical site preparation for building construction, paving, storm drainage, waterline improvements, and sidewalks. The existing private gravel drive, Wenger Lane, which extends thru the site to adjacent properties will be regraded, widened and partially paved including a replacement waterline. Refer to complete Scope of Work below.

Summary of Work:

1. Site clearing, tree removal, within boundaries of project limits within site. Site and pole barn building demo including slab, secure hazardous report prior per Lincoln County.
2. Erosion Control measures work: pre-grading, silt fencing, inlet protection, vegetation protection, etc.
3. Grading – excavation and fill work complete entire site, including export.
4. Wenger Lane improvements – grading, subgrade base rock, all underground utilities, waterline, hydrants, storm drain culverts, drainage swales, complete including CLPUD conduit and vaults, all work except paving at east end of Wenger Lane as described in item 6 below.
5. Contractor to coordinate with the electric utility Central Lincoln Public Utility District (“CLPUD”) to set transformer and provide temporary power.
6. HWY 101 driveway access improvements, except paving. Pave from HWY 101 to existing metal building location, Station 3+47 (refer to Sheet C2.1). Provide additional rock transition at edge of termination of paving on Wenger Lane, to be removed upon next phase for paving).
7. Bioswale and detention ponds, including storm flow control complete.
8. Grading, as mentioned above, for all building pads and drive areas, with 8 inches of baserock at paved areas (no paving this phase), 8 inches at building pads.
9. All Riprap slope protection, except at future rain drain outfalls at Switchgear Building.
10. Erosion control at exposed earth grades (seed and straw).
11. Site work excluded; vaults inside site (north side of Power Conditioning Building), storm drain inside site (rain drains, trench drains, trench drain piping, and “Substation Gravel”), on-site septic system, and fencing.
12. As-built drawings furnished by contractor upon completion. Refer to Division 1.

PERMITS – Secured by Owner:

1. Lincoln County Planning Department – Site Prep.
2. ODOT – Driveway Improvement and ROW use permits – submitted in November, December 2019.
3. DEQ 1200c permit.
4. DEQ 401 Water Quality permit.

2.0 SCHEDULE

Solicitation Issue Date	04/08/2020
Mandatory Pre-Bid Meeting/Site Visit	04/17/2020/11:00 AM PT
Question Deadline	04/21/2020/3:00 PM PT
Solicitation Revision Request Deadline	04/21/2020
Final Addendum Deadline (if necessary)	04/28/2020
Bid Due Date/Time	05/01/2020/3:00 PM PT

The following dates are tentative and subject to change without notice:

Notice of Intent to Award	05/07/2020
Estimated Contract Execution	05/21/2020
Estimated Notice to Proceed	07/15/2020
Estimated Substantial Completion	09/30/2020
Estimated Final Completion	10/15/2020

By May 2020, OSU anticipates a formal determination from the U.S. Department of Energy (“DOE”) the primary funding Agency for this Work, to proceed to Budget Period 2 ‘Construction Phase’ (“BP-2”) of the PacWave Project. Any Notice to Proceed for work under this ITB is contingent on OSU receiving the formal determination from DOE to proceed with that BP-2 Construction Phase. In the event, DOE’s determination is to not proceed to BP-2, OSU reserves the right to cancel this solicitation or any resultant contract awarded under this solicitation.

Additionally, a license from the Federal Energy Regulatory Commission (“FERC”) is required before OSU can issue the Notice to Proceed to the contractor for Work to begin. As a result, any Bidder awarded the contract for the Work, should expect a delay between the date of the executed contract and the date of the Notice to Proceed. OSU anticipates the FERC license approval to occur by July, 2020. In the event of a failure of OSU to obtain FERC licensing, OSU reserves the right to terminate the resultant Contract with the awarded Contractor.

3.0 QUESTIONS, SOLICITATION REVISION REQUESTS, CHANGE OR MODIFICATION

3.1 Questions

3.1.1 If a Bidder is unclear about any information contained in this document or its exhibits (Project, scope, agreement terms, etc.), they may submit those questions for formal clarification to the **Contract Administrator** at any time prior to the Question Deadline listed in Section 2.0 of this ITB.

3.1.2 All questions and contacts with Owner regarding any information in this ITB must be addressed either in writing or email to the **Contract Administrator**, unless otherwise stated in this ITB document at the address or email listed in this document no later than the Question Deadline listed in Section 2.0 of this ITB.

3.1.3 Any clarification provided by the Owner for this ITB or the documents included as exhibits to this ITB shall be made by a duly issued Addendum. The Owner will not

be responsible for any other explanation or interpretation of this ITB or the documents included as exhibits to this ITB nor for any other approval of a particular manufacturer's process or item.

3.2 Solicitation Revision Requests

3.2.1 Bidders may submit a written request for change of particular solicitation provisions and/or contract terms and conditions to Hanna Emerson, Construction Contracts Manager at the address or email listed in this document. Such requests for change shall be received no later than the Solicitation Revision Deadline listed above.

3.2.2 Such requests for change shall include the reasons for the request and any proposed changes to the solicitation provisions, specifications and/or contract terms and conditions.

3.2.3 Requests for contract terms and conditions revisions may not be considered if request(s) are not received by the Solicitation Revision Deadline.

3.3 Change or Modification

3.3.1 Any change or modification to the specifications or particular solicitation provisions will be in the form of an addendum to the ITB and will be made available to all firms. It is the responsibility of each firm to visit the website and download any addenda to this ITB. No information received in any manner different than as described herein shall serve to change the ITB in any way, regardless of the source of the information.

4.0 PUBLIC RECORD

Owner will retain this ITB and one copy of each bid received, together with copies of all documents pertaining to the award of a contract. These documents will be made a part of a file or record, which shall be open to public inspection after Owner has announced its intent to award a contract. If a bid contains any information that is considered a trade secret under ORS 192.345(2), you must mark each trade secret with the following legend: **“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 Chapter 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.”

Therefore, non-disclosure of documents or any portion of a document submitted as part of a bid may depend upon official or judicial determination made pursuant to the Public Records Law.

In order to facilitate public inspection of the non-confidential portion of the bid, material designated as confidential shall accompany the bid, but shall be readily separable from it. Prices, makes, model or catalog numbers of items offered, scheduled delivery dates, and terms of payment shall be publicly available regardless of any designation to the contrary. Any bid marked as a trade secret in its entirety shall be considered non-responsive and shall be rejected.

5.0 FORM OF AGREEMENT

A sample copy of the standard Public Improvement Contract is included as an exhibit. The sample contract may contain certain notes or alternative provisions. Those alternative provisions will be included at the sole discretion of the Owner.

6.0 BUREAU OF LABOR AND INDUSTRIES (BOLI) PREVAILING WAGES

In compliance with Oregon Prevailing Wage Law, the following is incorporated into this ITB:

The Contractor and all subcontractors shall comply fully with the provisions of ORS 279C.800 through 279C.870, relative to Prevailing Wage Rates (PWR) as outlined in Sections C.1 and C.2 of the General Conditions. The resulting Contract is subject to the following BOLI wage rate requirements, which are incorporated herein by reference:

July 1, 2019 PWR Apprenticeship Rates
July 1, 2019 Prevailing Wage Rates for Public Works Contracts in Oregon
July 1, 2018 Definitions of Covered Occupations for Public Works Contracts in Oregon

These BOLI wage rates are available here:

https://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx.

7.0 INSTRUCTIONS TO BIDDERS

7.1 Summary of Work. The Work contemplated in this document shall be for the Owner in connection with the Project described in the Summary of Work in Section 1.0 of this document.

7.2 Mandatory Pre Bid Conference and Examination of Site Conditions

7.2.1 Before submitting a Bid, the Bidder shall attend the mandatory Pre-Bid Conference, which includes a site examination. The Bidder shall examine the Work site at the mandatory Pre-Bid Conference, to ascertain its physical condition. Failure to comply with examination of the Work site, will not release Contractor from entering into the Contract nor excuse Contractor from performing the Work in strict accordance with the terms and conditions of the Contract Documents.

Attendance will be documented through a sign-in sheet prepared by the Owner. Prime bidders who arrive more than five (5) minutes after start time of the meeting (as stated in the ITB and by the Owner's clock) or after the discussion portion of the meeting, (whichever comes first) shall not be permitted to sign in and will not be permitted to submit a Bid.

The mandatory Pre-Bid Conference will be held from 11:00 AM PT to 5:00 PM PT on April 10, 2020 starting and concluding at the Driftwood Beach State Recreation

Site (“the shore landing site” or “Driftwood”) with small group visits by vehicle to the nearby Work site on NW Wenger Lane. Additional instructions and a confirmed Pre-Bid Conference schedule will be provided to Bidders by addendum. Bidders are responsible to provide their own transportation.

Driftwood is located:

Coordinates: 44.463888, -124.077777.

NOTE: Proposers must attend this Pre-Bid Conference in its entirety in person to be eligible to submit a bid. Failure to attend shall result in that Bidder being non-responsive and rejected from further evaluation.

7.2.2 The Bidder shall be responsible for being fully informed as to the quality, quantity and sources of supply of the materials listed within the documents included as exhibits to this ITB.

7.2.3 The Owner will not be responsible for any loss or unanticipated costs which may arise as a result of Contractor's failure to be fully informed in advance with regard to all conditions pertaining to the Work and the character of the Work required.

7.2.4 No statement made by any officer, agent, or employee of the Owner in relation to the physical conditions pertaining to the Work site or quality, quantity, and supply of materials will be binding on the Owner, unless included in writing in the documents included as exhibits to this ITB or an Addendum.

7.3 **Brand-Name Specification.** To establish a basis of quality, certain processes, types of machinery and equipment or kinds of materials may be specified in the documents included as exhibits to this ITB either by description of process or by designating a manufacturer by name and referring to a brand or product designation or by specifying a kind of material. Whenever a process is designated or a manufacturer name, brand or item designation is given, or whenever a process or material covered by patent is designated or described, it shall be understood that the words "or approved equal" follow such name, designation or description, whether they do so or not.

7.4 **Substitution Approval Process**

7.4.1 Prior to submitting a Bid that contains a Substitution, the Bidder must first seek approval of the Substitution from the Owner by submitting a written request to the **Contract Administrator** for approval prior to the deadline for questions as stated in this Solicitation.

7.4.2 Substitution requests shall be submitted in accordance with Division 01

requirements.

7.4.3 Only approved Substitution requests will be acknowledged via Addendum(a) to this ITB and shall become a part of the documents included as exhibits to this ITB. When approved, it is with the understanding that the substituted article or material is of equal or better value and utility than the one specified.

7.5 Execution of the Bid Form

7.5.1 The Bid Form is hereby defined as the OSU form furnished by Owner to be completed by Bidder.

7.5.2 The Bid Form relates to Bids on this ITB. Only the amounts and information asked for on the Bid Form will be considered as the Bid. Each Bidder shall Bid upon the Work exactly as set forth in the Bid Form. The Bidder shall include in the Bid a sum to cover the cost of all items contemplated by the documents included as exhibits to this ITB. Bids that fail to address alternates set forth on the Bid Form may be considered non-responsive.

7.5.3 Each Bid Form must: 1) Be completed in accordance with these instructions; 2) Include the appropriate signatures as noted on the Bid Form; and 3) Include numbers pertaining to the Base Bid(s) stated both in writing and in figures.

7.5.4 When Bidding on an alternate for which there is no charge, the Bidder shall write the words "No Charge" in the space provided on the Bid Form. If one or more alternates is shown on the Bid Form, the Bidder shall indicate whether each is "add" or "deduct."

7.5.5 When Bidding on unit prices, quantities stated on the Bid Form are estimates and are included for the purpose of award of a Contract. In the event of a discrepancy between unit prices and extensions, the unit price shall govern.

7.5.6 Incomplete Bids may be rejected.

7.5.7 Bids that contain conditions not provided for on the Bid Form may be rejected.

7.5.8 Bids that contain ambiguities may be rejected.

7.5.9 With the exception of filling in the required fields on the Bid Form, no other alterations to the Bid Form shall be made.

7.6 Submission of Bid.

Submit one (1) electronic copy via e-mail to bids@oregonstate.edu by the Bid Due Date and Time and properly addressed to the **Contract Administrator**. Bids should contain original signatures on any pages where a signature is required (in the case of electronic submissions, either electronic signatures or scans of hand-signed pages should be included). Bids should contain the submittals listed in this section below.

It is the Bidder's sole responsibility to submit information in fulfillment of the requirements of this Invitation to Bid. If submittals are not substantially compliant in all material respects with the criteria outlined in the ITB, it will cause the Bid to be deemed non-Responsive.

7.7 Bid Closing and Opening of Bids

7.7.1 All Bids must be received by the Owner before the Closing Date and Time. The time and date stamp of the email submitted, shall prevail in any time conflict. Any Bid received after the Closing Date and Time will be rejected, and will be retained and part of the Owner's archive records in accordance with OSU Standards.

7.7.2 At the time of reading of Bids, each Bid received, irrespective of any irregularities or informalities, may be publicly read aloud.

7.8 Acceptance or Rejection of Bids by Owner

7.8.1 The procedures for Contract awards shall be in compliance with the provisions of OSU standards and policies adopted by the Owner.

7.8.2 The Owner reserves the right to reject any or all Bids and to waive minor informalities.

7.8.3 Unless all Bids are rejected, the Owner will award the Contract(s) based on the lowest responsive Bid from a responsible Bidder. If that Bidder does not execute the Contract(s), the Contract(s) will be awarded to the next lowest responsive Bid from a responsible Bidder or Bidders in succession, provided this ITB is not cancelled under the provisions of OSU standards and policies adopted by the Owner.

7.8.4 The Owner reserves the right to hold the Bid of the three lowest Bidders for a period of sixty (60) Days from the time of Bid opening pending Award of the Contract.

7.8.5 In determining the lowest Bidder, the Owner reserves the right to take into consideration any or all Base Bids as well as alternates or combinations indicated in the Bid Form.

- 7.8.5.1** When alternates are included on the Bid Form, they may be exercised at the sole discretion of the Owner within sixty (60) Days of the Effective Date of the Contract, unless extended by written mutual agreement of the Parties.
- 7.8.5.2** The Owner has the right to accept alternates without regard to order or sequence; but, such acceptance must not deliberately impair the selection of a low, responsible and responsive Bidder to whom the Contract would be awarded under an equitable bid procedure.

7.8.6 If Owner has not accepted a Bid within sixty (60) Days after the opening of the Bids, each of the three lowest Bidders may withdraw the Bid submitted.

7.9 Withdrawal of Bid

7.9.1 At any time prior to the Closing Date and Time a Bidder may withdraw its Bid in accordance with OSU Standards. This will not preclude the submission of another Bid by such Bidder prior to the Closing Date and Time.

7.9.2 After the Closing Date and Time, Bidders are prohibited from withdrawing their Bid, except as provided by OSU Standards.

7.10 Execution of Contract, Agreement, Performance Bond and Payment Bond

7.10.1 The Bidder shall be required to execute the Contract as provided, and, if applicable, deliver a Performance Bond and a Payment Bond from a surety company licensed to do surety business in the State of Oregon within time period contained in the Award letter. The Contract Documents shall be delivered to the Owner in the manner stated in the Award letter.

7.11 Public Works Bond. At the time of submission of its Bid, each Bidder shall have on file with the Construction Contractors Board a public works bond required by ORS 279C.836, unless otherwise exempt under that statute. Failure to have on file a public works bond at the time of submission of the Bid may result in rejection of the Bid as non-responsive.

7.12 Equity Contracting. Owner will require the successful Contractor to comply with OSU Standards, policies, rules and procedures requiring good faith efforts in subcontracting with minority, women, emerging small business or service-disabled veteran owned business enterprises.

8.0 RESERVED

9.0 EXHIBITS

Exhibit A – Bid Form

Exhibit B – Sample Public Improvement Contract

Exhibit C – General Conditions for Public Improvement Contracts

Exhibit D – Supplemental General Conditions to the Public Improvement General Conditions

Exhibit E – Performance Bond, Payment Bond

Exhibit F – MWESB Project Contract Report Instructions and Report

Exhibit G – Project Manual and Specifications, drafted by HGE Architects Inc., dated April 2020

Exhibit H – Drawings, stamped by HGE Architects, dated March 2020

Exhibit I – Reserved

Exhibit J – Addenda (if and when applicable)

End of ITB