



Oregon State University

INVITATION TO BID (ITB) #2020-003468

OSU-CASCADES INJECTION WELL DRILL RE-BID

ISSUE DATE: MAY 20, 2020

BID DUE DATE/TIME: May 29, 2020 at 2:00 PM PT via electronic bid submission to bids@oregonstate.edu

PROJECT NUMBER: 2117-18

CONTRACT ADMINISTRATOR:

Brooke Davison, Construction Contract Officer
Construction Contracts Administration
Oregon State University
644 SW 13th St.
Corvallis, OR 97333

Email: ConstructionContracts@oregonstate.edu

AWARD DECISION APPEALS:

Hanna Emerson, Construction Contracts Manager
Construction Contracts Administration
Oregon State University
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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. In 2013, the Oregon Legislature allocated the first phase of capital to build an Oregon State University (“OSU”) campus in Bend, to expand to a four-year university offering a range of undergraduate and graduate degrees. The first OSU-Cascades (“OSU-C”) building opened in fall 2016 on a 10-acre site adjacent to a former pumice mine (now owned by the university) and a former construction demolition landfill. Through long range development planning and master planning processes over the last few years, the university has evaluated both the pumice mine and landfill for future campus development and expansion to accommodate up to 5,000 students by 2034. In April 2018, after significant planning and remediation/ redevelopment investigations, the university acquired the former Deschutes County Demolition Landfill, a brownfield site, for remediation and redevelopment for future use as the university campus.

The current campus includes an academic building (Tykeson Hall), a residence hall, a dining and classroom building (Obsidian Hall) and a science education center (Bend Science Center). Remediation and reclamation work on the brownfield site began in 2019 with the Academic Building 2 (“AB2”) and adjoining campus spaces ready to begin building and site infrastructure construction in early 2020 and open for use in Mid-2021.

OSU-C has set a goal to become a net zero energy campus, where the actual annual delivered energy is less than or equal to the on-site exported energy. The Long Range Development Plan (“LRDP”) proposed several coordinated approaches to energy management and supply (see LRDP, p. 94), including a Geo-exchange system for thermal energy, providing heating and cooling where necessary and appropriate.

The LRDP also includes conceptual water, wastewater and storm water system plans and ideas, with a focus on reducing the demand for potable water. While the university plans to be connected to the City of Bend’s water and sewer systems, innovative systems will be designed and implemented to drive down potable water demand, while also reducing discharge of sewage effluent into the municipal sewer.

OSU is working with consultants to design and construct an open loop geo-exchange system. This system will support our growing campus. A production well has already been drilled producing ~1200GPM of suitable ground water at ~50F.

1.2 Location. OSU-Cascades campus, located in Bend, OR.

1.3 Summary of Work. The scope of this work includes:

- 1.3.1** Base Bid A: Installation of a 12” groundwater injection well to 500’ including but not limited to:
 - a. Well bore, casing, pit-less adapter
 - b. Well injection testing
- 1.3.2** Base Bid B: Purchase and installation of 150HP pump for existing groundwater production well
- 1.3.3** Base Bid C: Purchase and installation of pit-less adapter for existing production well
- 1.3.4** Base Bid D: Redevelopment of the existing groundwater production well
- 1.3.5** Bid Alternates:
 - a. Alternate 1: Provide and install temporary piping interconnecting the production and injection wells
 - b. Alternate 2: Provide temporary power for production well redevelopment and injection well testing
 - c. Alternate 3: Provide pricing for purchase and installation of 75HP pump for existing groundwater production well in-lieu of 150HP pump.

- 1.3.6** Unit Prices:
 - a. Unit Price 1: Injection Well per foot well depth adjustment
- 1.3.7** Scope of Work is further described and detailed in Exhibit G.

2.0 SCHEDULE

Solicitation Issue Date	May 20, 2020
Question Deadline	May 26, 2020 3:00 PM PT
Solicitation Revision Request Deadline	May 26, 2020 3:00 PM PT
Final Addendum Deadline (if necessary)	May 27, 2020
Bid Due Date/Time	May 29, 2020 2:00 PM PT

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

Notice of Intent to Award	June 1, 2020
Estimated Contract Execution	June 8, 2020
Estimated Notice to Proceed	June 17, 2020
Estimated Substantial Completion	August 18, 2020
Estimated Final Completion	October 31, 2020

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 proposal 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 proposal, material designated as confidential shall accompany the proposal, 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 proposal 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 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:

6.1 January 1, 2020 PWR Apprenticeship Rates

- 6.2 February 1, 2020 PWR Amendments
- 6.3 January 1, 2020 Prevailing Wage Rates for Public Works Contracts in Oregon
- 6.4 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 **Pre Bid Conference and Examination of Site Conditions**
 - 7.2.1 A pre-bid conference is not required.
 - 7.2.2 In any event, the Bidder shall have the opportunity to examine the Work site to ascertain its physical condition. Failure to examine 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. Bidders may contact the **Contract Administrator** to set up an appointment to examine the Work site in person prior to the Bid Due Date/Time.
 - 7.2.3 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.
 - 7.2.4 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.
 - 7.2.5 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.

7.5.10 Five (5) separate Bids are being called for in the Bid Form.
a. Base Bids A through D are identified in 1.3 Summary of Work above.
b. The Total Base Bid indicated on the Bid Form is to be the **sum** of Base Bids A through D.

7.6 Submission of Bid. Each Bid shall be emailed to bids@oregonstate.edu. Bids must be received at

the time and in the format specified in this ITB. The email subject line should contain the ITB No. and ITB Title. Only those Bids received at this email address by the Bid Due Date/Time shall be considered responsive. Bids submitted directly to the **Contract Administrator**, either in paper form or via email will NOT be considered responsive. It is highly recommended that the Bidder confirms receipt of the email with the **Contract Administrator**. The **Contract Administrator** or their designee may open the email to confirm receipt but will NOT verify the integrity of the attachment(s), answer questions related to the content of the Bid, or address the overall responsiveness of the Bid.

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 Owner's official clock 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 opening and reading of Bids, each Bid received, irrespective of any irregularities or informalities, may be publicly opened and read aloud. If the public reading of the Bids occurs, the format of such reading will be delivered virtually. The **Contract Administrator** can provide access to the virtual reading, upon request. Request must be made prior to the Bid Due Date/Time.

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.

7.8.3.1 Such awards will be made in accordance with this ITB. Notwithstanding the below, the Award will be made to one Bidder, based on the lowest, responsive Total Base Bid from a responsible Bidder. Base Bids A through D are being collected solely for informational purposes and will not be used to determine such award.

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 – Specifications, drafted by Integral Group and The Wallace Group, dated May 19, 2020

Exhibit H – Division 01, prepared by Oregon State University, dated May 2020

Exhibit I – Production Well Construction Log

Exhibit J – Proposed Drawing of Construction for Injection Well

Exhibit K – Addenda (if and when applicable)

End of ITB