



# Oregon State University

## INVITATION TO BID (ITB) #2021-003785

### KERR ADMIN FIRE ALARM UPGRADE

ISSUE DATE: August 4, 2020

MANDATORY PRE-BID CONFERENCE: August 17, 2020 at 9:00 AM via Zoom. With an in-person site examination August 18-19, 2020 at the Kerr Administration Building (1500 SW Jefferson Ave. Corvallis, OR 97331)

BID DUE DATE/TIME: September 3, 2020 at 2:00 PM PT via electronic bid submission to [bids@oregonstate.edu](mailto:bids@oregonstate.edu)

Question Deadline August 24, 2020 5:00 PM PT

PROJECT NUMBER: 2244-20

#### **CONTRACT ADMINISTRATOR:**

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

Email: [ConstructionContracts@oregonstate.edu](mailto:ConstructionContracts@oregonstate.edu)

#### **AWARD DECISION APPEALS:**

Hanna Emerson, Construction Contracts Manager  
Construction Contracts Administration  
Oregon State University  
644 SW 13<sup>th</sup> St.  
Corvallis, OR 97333

Email: [hanna.emerson@oregonstate.edu](mailto:hanna.emerson@oregonstate.edu)

This ITB is only open to contractors with a current OSU Reserve Contract for Construction Related Services.

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 as Oregon’s land grant institution, OSU serves the state, the nation and the world as a premier 21st-century research university. OSU is committed to exceptional research, discovery, innovation and engagement — and to integrating its research and engagement mission with the delivery of a high-quality, globally relevant and affordable education for the people of Oregon and beyond. OSU is one of only two land, sea, space and sun grant universities in the U.S. and is the only university in Oregon to have earned both Carnegie Classifications for Very High Research Activity and Community Engagement.

The university’s 570-acre main campus is located in the city of Corvallis, a vibrant college town of nearly 58,000 in the heart of Western Oregon’s Willamette Valley. Corvallis consistently ranks among the safest, most highly educated and greenest small cities in the nation.

**1.2 Location.** Opened in 1972 as the Administrative Services Building, this was the 15th structure at OSU to be constructed by the lift-slab method, in which all floors were completed at the ground level and later raised into place. It still includes two lift-slab floors on top for eventual expansion. The Administration Services Building was renamed Kerr Administration Building in 1996, after William Jasper Kerr. Kerr was the sixth president of Oregon Agricultural College and during his time, built 23 buildings, increased the school acreage from 224 to 555, organized schools into colleges, founded the Horner Museum, KOAC radio station and expanded the reach of the Extension Service. The enrollment also grew from 1,156 students in 1908-9 to a peak of 3,490 in 1928-29.

**1.3 Summary of Work.** OSU is soliciting bids from firms on the OSU 2019 Construction Related Reserve Contracting Program for the Kerr Administration Building Fire Alarm Upgrade project.

The Work consists of the installation of a new fire alarm system in Kerr Administration Building and removal of original system after completion of new system.

OSU is seeking bids only from firms accepted into OSU’s 2019-2023 Construction Related Services Reserve Contracting Program.

Firms not currently in the Construction Related Services Reserve Program can apply for entry into the program by responding to the RFQ contained at the following link: <https://bid.oregonstate.edu/>

## **2.0 SCHEDULE**

Solicitation Issue Date	August 5, 2020
<b>Mandatory Pre-Bid Meeting</b>	<b>August 17, 2020 9:00 AM</b>
<b>Mandatory Site Visits</b>	<b>August 18-19, 2020 between 9:00 AM – 3:00PM</b>
Question Deadline	August 24, 2020 5:00 PM PT
Solicitation Revision Request Deadline	August 24, 2020 5:00 PM PT
Final Addendum Deadline (if necessary)	August 26, 2020
Bid Due Date/Time	September 3, 2020 2:00 PM PT

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

Notice of Intent to Award	September 4, 2020
Estimated Contract Execution	September 25, 2020

Estimated Notice to Proceed	September 25, 2020
Estimated Substantial Completion	April 30, 2021
Estimated Final Completion	June 14, 2021

### **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 Construction Services Reserve Supplement is included as an exhibit to this ITB. 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** July 1, 2020 PWR Apprenticeship Rates
- 6.2** July 1, 2020 Prevailing Wage Rates for Public Works Contracts in Oregon
- 6.3** 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](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** Before submitting a Bid, if required by this ITB, the Bidder shall attend a mandatory Pre-Bid Conference via Zoom as well as a separate in-person site examination. Attendance at both the Pre-Bid Conference and the separate site examination will be documented utilizing a combination of checking in and an email to the **Contract Administrator**. Prime bidders will be required to attend both the virtual Pre-Bid Conference and the separate in-person site examination. Prime bidders will be required to provide their name, firm name and email address to the **Contract Administrator** during the virtual Pre-Bid Conference. An email is also required to be sent to the **Contract Administrator** confirming their attendance at the virtual Pre-Bid Conference no later than 5 PM on the day of the Pre-Bid Conference. In

addition, Prime Bidders will be required to provide their name, firm name and email address to the **Contract Administrator** at the in-person site examination. For both the virtual Pre-Bid Conference and in-person site examination, Prime bidders who arrive more than five (5) minutes after start time of the meeting (or site examination) (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. Prime Bidders who check in and do not email the **Contract Administrator** by 5 PM the day of the Pre-Bid Conference will not be permitted to submit a Bid.

**7.2.1.1** Prime Bidders must request the remote connection to the Pre-Bid Conference from the **Contract Administrator** via email, no later than 15 (fifteen) minutes prior to the meeting time, as stated in this ITB.

**7.2.1.2** The in-person site examination shall be by appointment only. Prime Bidders and sub-contractors must email the **Contract Administrator** no later than 12:00 PM on August 17, 2020 to reserve a one (1) hour time slot during the time frame listed in Section 2.0. Effective July 15, 2020, through the Oregon Health Authority (OHA), Governor Kate Brown has mandated that gatherings be limited to Ten (10) people. Therefore, the in-person site examinations will be limited to no more than three (3) attendees from each firm.

**7.2.2** In any event, the Bidder shall examine the Work site to ascertain its physical condition. Failure to comply with this section 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.

**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.

**7.2.6** Physical distancing guidelines will be utilized during the in-person site examination. Physical distancing guidelines include but are not limited to maintaining a distance of approximately six feet from others, not shaking hands and wearing a face covering. Attendees are responsible for their own face coverings and will not be allowed to attend the site-visit without one.

**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.** Each Bid shall be emailed to [bids@oregonstate.edu](mailto:bids@oregonstate.edu). Bids must be received by 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 by the Due Date/Time. The Owner's official clock shall prevail in any time conflict. Any Bid received after the Due Date/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 as described herein. The Contract Administrator can provide access to any virtual reading, upon request. Requests must be made at least fifteen (15) minutes 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.

**7.8.4** 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 OSU Construction Reserve Supplement

Exhibit C – OSU General Conditions for Reserve Contracts

Exhibit D – Performance Bond, Payment Bond

Exhibit E – MWESB Project Contract Report Instructions and Report

Exhibit F – Specifications

Exhibit G – Plans

Exhibit H – Addenda (if and when applicable)

**End of ITB**