



Oregon State University

COMPRHENSIVE RESERVE INVITATION TO BID (ITB) #2022-007813

MCNARY DINING RESTROOM REDESIGN

ISSUE DATE: February 2, 2022

MANDATORY PRE-BID CONFERENCE & SITE VISIT:
February 8, 2022 at 11:00 AM Pacific Time (PT) in the
McNary Dining Facility (West Entrance) at 1300 SW
Jefferson Ave Corvallis, OR 97333.

BID DUE DATE/TIME: February 22, 2022 at 2:00 PM PT
Via electronic submission to bids@oregonstate.edu

QUESTION DEADLINE: February 14, 2022, at 5:00PM PT

PROJECT NUMBER: 2356-22

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
644 SW 13th St.
Corvallis, OR 97333

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 Oregon State University (“OSU” and/or “Owner”) is conducting a competitive Invitation to Bid (ITB) process to retain one construction firm to provide construction services in support of the remodel of the McNary Dining restrooms (*the “Project”*). In addition, the Project includes replacing the dish machine, and refreshing the Service Center desk area.

OSU is seeking Bids only from firms accepted into OSU’s 2019-2023 Construction Related Services Reserve Contracting Program. Firms not currently in the Reserve Program can apply for entry into the program by responding to the RFQ contained at the following link: <https://bid.oregonstate.edu/>.

OSU WILL ONLY BE ACCEPTING SEALED BIDS ELECTRONICALLY - Bids are to be submitted to bids@oregonstate.edu by the Due Date/Time.

VIRTUAL MANDATORY PRE-BID CONFERENCE and SITE VISIT- A Mandatory Pre-Bid Conference and site visit will be held at 11:00 AM PT on February 8, 2022 at the McNary Dining Facility (West Entrance). Parking and building location information can be found at www.oregonstate.edu. Campus Safety Policies for Face Covering and Physical Distancing requirements related to Covid-19 are located at <https://covid.oregonstate.edu/safety-policies>.

All questions shall be submitted via e-mail to constructioncontracts@oregonstate.edu by the Question Deadline in order to be addressed. The email subject line should contain the Solicitation Number/Name and Firm Name.

1.2 Background. Oregon State University in Corvallis, OR is located within the traditional homelands of the Mary's River or Ampinefu Band of Kalapuya. Following the Willamette Valley Treaty of 1855 (Kalapuya etc. Treaty), Kalapuya people were forcibly removed to reservations in Western Oregon. Today, living descendants of these people are a part of the Confederated Tribes of Grand Ronde Community of Oregon (<https://www.grandronde.org>) and the Confederated Tribes of the Siletz Indians (<https://ctsi.nsn.us>).

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.

University Housing and Dining Services (“UHDS”) maintains and operates sixteen residence halls and three dining halls on the Corvallis campus. UHDS strives to provide environments and skills to advance personal and community health and well-being, foster transformative learning environments that have deeply embedded academic programs and support services and engage all students in inclusive residential and dining environments and programs that raise and equalizer retention and success.

1.3 Location. McNary Dining Center was constructed in 1963 and attached to McNary residence hall. This complex is named for Charles L. McNary, U.S. Senator from Oregon from 1917 to 1944. He was also the Republican vice

presidential nominee in 1940. He worked on agricultural and forestry issues, and helped pass legislation that led to the construction of Bonneville Dam.

1.4 Summary of Work. Renovate the McNary Dining Center public and staff restrooms; demolish and replace the owner furnished, contractor install dish machine; and replace the flooring in the dish room.

1.5 Scope of Work. Reconfiguration of the walls and layout of the dining facility’s restrooms to accommodate ADA users and provide a better overall experience; removal of the old dish machine, replacement of the dish room floor tile, creating floor penetrations for fumigation, renewal of dish room finishes and fixtures, oversight of the installation of the new dish machine (OFCI).

1.6 Reserved.

2.0 SCHEDULE

Issue Date	February 2, 2022
Mandatory Pre-Bid Conference & Site Visit	February 8, 2022 at 11:00 AM at McNary Dining Center West Entrance
Question Deadline	February 14, 2022 at 5:00 PM
Final Addendum Issuance (if necessary)	By February 16, 2022
Bid Due Date/Time	February 22, 2022 at 2:00 PM

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

Notice of Intent to Award	By February 24, 2022
Estimated Contract execution	By March 10, 2022
Estimated Notice to Proceed	By June 12, 2022

OSU will make every effort to adhere to the above schedule. It is however, subject to change.

3.0 QUESTIONS, SOLICITATION REVISION REQUESTS, CHANGE OR MODIFICATION, APPEALS

3.1 Questions.

3.1.1 All questions and contacts with OSU regarding any information in this ITB must be addressed in writing via email to constructioncontracts@oregonstate.edu no later than the **Question Deadline** as stated in Section 2.0.

3.2 Solicitation Process Revision Requests.

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

3.3 Change or Modification.

3.3.1 Any change or modification provided by OSU for this ITB or the documents included as exhibits to this ITB shall be made by a duly issued Addendum made available to all firms on the [OSU Business and Bid Opportunities](#) website. 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.

3.4. Appeals.

3.4.1 Appeals related to the OSU solicitation process and award decisions and actions shall be pursuant to OSU Standards ([Procurement Thresholds and Methods, Procurement Solicitations and Contracts](#)). All written appeals must be delivered to the **Construction Contracts Manager**, at the address given in this ITB.

4.0 PUBLIC RECORD

4.1 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.”**

4.2 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.”

4.2.1 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.

4.3 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 Reserve Supplement is included as an exhibit and contains contract terms and conditions applicable to the work. 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 Reserved
- 6.2 Reserved
- 6.3 January 1, 2022 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/employers/Pages/prevailing-wage-rates.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 Site Visit.

7.2.1 The Pre-Bid Conference will be held in conjunction with the site visit. The Bidder must attend the mandatory Pre-Bid Conference. Bids will not be accepted from those firms who have not had a representative attend the Mandatory Pre-Bid Conference/Site Visit. Attendance will be documented by a sign in sheet passed around by the **Contract Administrator** at the beginning of the Conference/Site Visit. Prime Bidders will be required to sign in and provide their name, firm name, and email address on the sign in sheet. Attendance will be documented by OSU. Bidders who arrive more than five (5) minutes after the start time of the meeting (as stated in this ITB and by OSU's clock) or after the discussion portion of the meeting, (whichever comes first) will not have their attendance documents and will have their Bid rejected.

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 OSU in relation to the physical conditions pertaining to the Work site or quality, quantity, and supply of materials will be binding on the OSU, unless included in writing in the documents included as exhibits to this ITB or an Addendum.

7.2.3 Date and Time of the Pre-Bid Conference is located on the cover sheet of this ITB.

7.2.4 Should on campus site visits occur, Campus Safety Policies for Face Covering and Physical Distancing requirements related to COVID-19 are located here: <https://covid.oregonstate.edu/safety-policies>

- 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 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.

7.6.1 Submit **one (1) electronic version via** email to be received by the Due Date/Time listed in this Document to bids@oregonstate.edu as stated in this ITB.

7.6.2 All Bids must be received by the OSU before the Due Date/Time. OSU'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 made part of the Owner's archive records in accordance with OSU Standards.

7.7 Opening of Bids. 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.

7.8 Acceptance or Rejection of Bids by OSU.

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 Due Date/Time 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 Due Date/Time.

7.9.2 After the Due Date/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 MISCELLANEOUS

8.1 Financial Responsibility.

8.1.1 OSU reserves the right to investigate, at any time prior to execution of the Contract, the Bidder's financial responsibility to perform the anticipated services. Submission of a Bid will constitute approval for OSU to obtain any credit report information OSU deems necessary to conduct the evaluation. OSU will notify Bidders, in writing, of any other documentation required, which may include, but need not be limited to: recent profit-and-loss history; current balance statements; assets-to-liabilities ratio, including number and amount of secured versus unsecured creditor claims; availability of short and long-term financing; bonding capacity and credit information. Failure to promptly provide this information may result in rejection of the Bid.

8.1.2 OSU may postpone the selection of apparent successful Bidder or execution of a contract in order to complete its investigation and evaluation. Failure of a firm to demonstrate financial responsibility may render it non-responsive and constitute grounds for Bid rejection.

8.2 Project Termination.

8.2.1 OSU reserves the right to terminate the Project or contract during any phase in the Project.

8.3 Insurance Provisions. During the term of the resulting contract, the awardee will be required to maintain in full force, at its own expense, from insurance companies authorized to transact the business of insurance in the state of Oregon, each insurance coverage/policy as set forth in the contract.

8.4 Nondiscrimination. By submission of a Bid, the Bidder certifies under penalty of perjury that the Bidder will not discriminate against minority, women, emerging small business or service-disabled veteran owned business enterprises in obtaining any required subcontracts.

8.5 AA/EEO Employer. OSU is an AA/EEO employer.

8.6 Compliance with Applicable Law. Bidder agrees to comply with all federal, state, county, and local laws,

ordinances, and regulations as well as all applicable OSU Standards and Policies while on campus.

8.6.1 Smoke and Tobacco Free Campus. OSU's grounds and premises are smoke and tobacco free. Contractor and Contractor's employees, agents, Subcontractors, if any, agree not to smoke or use tobacco products while on OSU property.

8.6.2 Sexual Misconduct Policy. OSU has policies that prohibit sexual misconduct to members of the university community and in keeping with those policies Contractor and Contractor's employees, agents, and Subcontractors are prohibited from engaging in sexual misconduct to members of the university community.

8.6.3 Firearms Policy. OSU has adopted a policy that prohibits Contractor and Contractor's employees, agents and Subcontractors from possessing firearms on OSU's property.

8.7 Background Checks. McNary Dining Facility is designated as critical, occupied or security-sensitive facilities. Thus, the selected Contractor shall conduct criminal background checks, including sex offender registration checks, (for both: Oregon at a minimum, and national for Contractor employees that formerly lived outside of the state of Oregon) on each Contractor employee and agent with satisfactory results before referral or placement at any Owner work location. Contractor must perform the criminal background checks within the twelve (12) months immediately preceding referral or placement at any Owner work location.

Disqualifying crimes include 1) felony convictions of any kind within the last eight (8) years, 2) all crimes involving weapons of any kind ever committed, 3) all person to person crimes involving physical injury to another person ever committed, 4) sexual offenses of any kind ever committed, including stalking, and 5) child abuse, molestation, child pornography or other crimes involving child endangerment, including neglect and abandonment of any kind ever committed.

Contractor shall require Contractor's employees and agents to self-disclose to Contractor any new convictions that occur within three business days of the conviction. Contractor shall reassess the individual's assignment under the Contract.

The Owner, at its discretion, may require Contractor to reassign a Contractor employee or agent to no longer perform work under the Contract or for the Owner if, at any time, Owner believes that the Contractor employee or agent may create a danger to health or safety of the university community.

Contractor is solely responsible for complying with all applicable federal, state or local laws, rule and regulations, including but not limited to the Fair Credit Reporting Act and equal opportunity laws and regulations, when conducting background checks. The costs and Fair Credit Reporting Act obligations for criminal background checks are the responsibility of Contractor.

Contractor shall maintain a security log including a list of Contractor employees working in, accessing, or who will enter Owner critical, occupied or security-sensitive facilities; verification of each Contractor employee's satisfactory and unsatisfactory results of criminal background checks; each Contractor employee's site assignment; and each revocation of a Contractor employee's site assignment. Contractor shall update and maintain the security log during the duration of the contract and twenty-four (24) months after. Contractor shall provide Owner with access to the security log for audit and copying purposes within twenty-four (24) hours of Owner's request.

Contractor shall require Contractor's subcontractors and agents providing services under the Contract to comply

with this provision. The Owner may audit Contractor’s background check processes at any time to ensure compliance with this section. Failure of Contractor to comply with this section is a material breach of the resulting Contract and may result in the Owner seeking monetary damages or pursue other remedies, Contractor termination by the Owner without further liability or obligation, or both. Contractor shall indemnify, defend and hold harmless the Owner and its directors, agents, trustees and employees from all claims, suits, and actions arising out of or related to any and all claims relating to the conducting of such checks and any adverse action that may be taken as a result of such checks.

8.8 Reserved

9.0 EXHIBITS

Exhibit A – Bid Form

Exhibit B – Sample Reserve Supplement

Exhibit C –General Conditions for Reserve Contracts

Exhibit D – Reserved

Exhibit E – Performance Bond, Payment Bond

Exhibit F – MWESB Project Contract Report Instructions and Report

Exhibit G – Specifications, drafted by Waterleaf Architecture, dated December 21, 2021

Exhibit H – Drawings, stamped by Waterleaf Architecture, dated December 21, 2021

Exhibit I – Reserved

Exhibit J – Addenda (if and when applicable)

End of ITB