



Oregon State University

INVITATION TO BID (ITB) #2024-13102

NATURAL HAZARD ENGINEERING RESEARCH INFRASTRUCTURE AT UNIVERSITY OF CALIFORNIA, SAN DIEGO SHAKE TABLE SPECIMEN CONSTRUCTION WORK PACKAGES 2-4

ISSUE DATE: September 14, 2023

MANDATORY PRE-BID CONFERENCE: September 20,
2023 at 1:30 PM Pacific Time (PT) to be held remotely via
Zoom.

BID DUE DATE/TIME: October 3, 2023 at 2:00 PM PT
Via electronic submission to bids@oregonstate.edu

QUESTION DEADLINE: September 25, 2023, at 5:00 PM PT

CONTRACT ADMINISTRATOR:

Brooke Davison, Construction Contracts 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
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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](https://www.oregonstate.edu/bids) 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 *up to three* general contractors to assist OSU with preconstruction planning, material installation and construction support of a research project. The project site is the Natural Hazards Engineering Research Infrastructure (NHERI) on the University of California San Diego (UCSD) campus, in San Diego, California (*the “Project”*).

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- A virtual Mandatory Pre-Bid Conference will be held at 1:30 PM PT on September 20, 2023 via Zoom. Firms wishing to attend shall e-mail constructioncontracts@oregonstate.edu no later than 30 minutes in advance to receive the Zoom link. The email subject line should contain the Solicitation Number/Name and Firm Name.

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.

1.3 Location. The project site is the NHERI Large High Performance Outdoor Shake Table located at the UCSD Englekirk Structural Engineering Center, 10201 Pomerado Road, San Diego, CA 92131.

1.4 Summary of Work. This project will support research and is funded by the National Science Foundation and United States Department of Agriculture. The research project is a collaboration between Oregon State University, Colorado State University, and Penn State University. The goal of the experimental program is to conduct three testing phases of shake-table testing for a six-story mass timber building at NHERI@UCSD. This project reuses the bottom six stories of an existing 10-story mass timber test building to be tested prior to this six-story test program. The three testing phases include:

1.4.1 Phase 1: 6-story building designed with post-tensioned, U-flexural steel plates (UFP) wall solutions, designated as UFP-walls, for the East-West (EW) Cross-Laminated Timber (CLT) walls and the North-South (NS) Mass Ply Panel (MPP) walls.

1.4.2 Phase 2: 6-story building designed with post-tensioned UFP and buckling-restrained brace (BRB) wall solutions (EW CLT UFP walls and the NS MPP BRB walls).

1.4.3 Phase 3: 6-story building designed with a steel-braced frame wall solution (EW CLT UFP walls and the NS

steel braced frame).

1.4.4 The research team is seeking up to three contractors to help with preconstruction planning and material installation/construction/demolition in four work packages (WP).

1.4.4.1 WP 1 involves working with already installed UFP-walls. Work will include swapping out UFPs on two CLT walls and two MPP walls. Installing rods and applying post-tensioning on the four walls of the 6-story building are to be considered as an alternate.

1.4.4.2 WP 2 involves the two MPP UFP-wall deconstruction and installation of two new walls (BRB-wall solution). Installing rods and applying post-tensioning on the two new MPP walls of the 6-story building are to be considered as an alternate.

1.4.4.3 WP 3 involves deconstruction of two BRB walls and coordinating with Simpson Strong-Tie on their steel braced-frame wall solution.

1.4.4.3 WP 4 involves demolition of the 6-story building, including coordination of stair removal and Simpson's steel braced-frame wall removal.

Note – WP-1 has previously been awarded to Fortis Construction. This ITB is for WP 2, WP 3, and WP 4.

1.5 Scope of Work. The Contractor(s) will be responsible for the following:

1.5.1 Conduct routine meetings with the project research team to review deconstruction plans and provide suggestions on constructability of new designs.

1.5.2 Develop a detailed Gantt chart schedule with tasks and durations to ensure planned deconstruction and construction schedule.

1.5.3 Provide suggestions/knowledge on competent vendors for additional goods or services that are needed, such as (but not limited to):

1.5.3.1 Rigging materials

1.5.3.2 Scaffolding

1.5.3.3 Bracing materials

1.5.3.3 Welding contractors and inspectors

1.5.4 Equipment rentals.

1.5.5 Develop a rigging and staging plan for the materials.

1.5.6 Develop a deconstruction / construction sequence and safety plan.

1.5.6.1 Value Engineering principles are strongly encouraged throughout planning to provide OSU with best value solutions.

1.5.7 Execute construction / deconstruction work according to approved plans and work sequence.

1.5.7.1 – WP-2: MPP Wall & Energy Dissipation Replacement. After the first round of shake-table testing, the two NS MPP walls will be swapped out for new mass timber walls. This will involve the deconstruction of two six-story MPP panels and the installation of two similar panels. The new mass timber panels will have a different energy dissipation system. The previously installed energy dissipation devices in the CLT walls will not require replacement. Replacing damaged CLT walls UFPs is to be considered as an alternate. In addition, installing rods and applying post-tensioning on the four walls of the 6-story building are to be considered as an

alternate. The duration of WP-2 is seven weeks.

1.5.7.2 – WP -3: MPP Wall Replacement. After the second round of shake-table testing, the two NS MPP walls will be swapped out for new steel brace-frame wall system. This will involve bracing the system and deconstructing two six-story MPP panels. The previously installed energy dissipation devices in the CLT walls may require replacement, which are to be considered as an alternate. The duration of WP-3 is 5 weeks.

1.5.7.3 – WP-4: Deconstruction & Material Sorting - After the testing program is complete, the entire six-story building will require deconstruction. This will involve the removal of all non-structural, timber, steel, concrete elements down to the steel shake-table surface. The expected duration of WP-4 is 8 weeks. The scope of this work will include:

- i. Timber
 - a. Six diaphragm floor levels (2 CLT, 2 glue-laminated timber, 1 nail-laminated timber, 1 dowel-laminated timber)
 - b. Beams and columns (laminated veneer lumber)
 - c. Rocking walls (2 CLT, 2 steel)
 - d. OSB panels (covering levels 4-7)
- ii. Steel
 - a. Gravity system connections
 - b. Shear key inserts
 - c. Panel straps
 - d. Energy dissipation devices
 - e. Stair assembly
 - f. Wall saddles
 - g. Wind saddles
 - h. Post-tensioned rods
 - i. Wall and column foundation elements
 - j. Anchor bolts
- iii. Others:
 - a. Non-structural elements
 - b. Concrete foundation elements
- iv. As an alternate, deconstructed items¹ will be sorted on-site into 2 piles:
 - a. Elements removed and taken to landfill (TBD)
 - b. Elements removed to be made ready for shipping (TBD)

2.0 SCHEDULE

Issue Date	September 14, 2023
Mandatory Pre-Bid Conference	September 20, 2023 at 1:30 PM via Zoom
Question Deadline	September 25, 2023 at 5:00 PM
Final Addendum Issuance (if necessary)	By September 27, 2023
Bid Due Date/Time	October 3, 2023 at 2:00 PM

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

Notice of Intent to Award	By October 4, 2023
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¹ See Exhibit H for drawings and a complete list of items to be deconstructed.

Estimated Notice to Proceed
Final Completion

By October 20, 2023
By April 4, 2024

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 Public Improvement Contract 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 RESERVED

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 administered virtually via Zoom. Bidders **must** contact the **Contract Administrator** to request virtual Conference access. This request must occur no later than thirty (30) minutes prior to the meeting time, as stated in this ITB.

The Bidder must attend the mandatory Pre-Bid Conference, which will be administered virtually. Bids will not be accepted from those firms who have not had a representative attend the Mandatory Pre-Bid Conference. Attendance will be documented by checking in with the **Contract Administrator** at the beginning of the virtual Conference. Prime Bidders will be required to check in and provide their name, firm name, and email address to the **Contract Administrator** at the beginning of the virtual Pre-Bid Conference. 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(s) from entering into the Contract nor excuse Contractor(s) 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.

7.3 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 Bidders must provide a bid for *at least one* of the Base Bids listed on the Bid Form. For any Base Bid, where the Bidder does not wish to perform work of a Work Package, a Bidder may elect to enter “No Bid” in the space provided on the Bid Form.

7.5.5 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”.

7.5.5.1 For those Work Packages that contain Alternates on the Bid Form, a Bidder must provide a

bid for all Alternate(s) if they have provided a bid for the corresponding Base Bid. Conversely, if a Bidder elects to enter “No Bid” on a Base Bid with a corresponding Alternate(s), they must also enter “No Bid” on the respective Alternate(s).

7.5.6 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.

7.5.7 Incomplete Bids may be rejected.

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

7.5.9 Bids that contain ambiguities may be rejected.

7.5.10 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 for each Base Bid as indicated on the Bid Form. 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 for the respective Base Bid, 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 each Base Bid 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 a 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 Reserved.

7.12 Equity Contracting. Owner will require the successful Contractor(s) 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-responsible 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. The awardee will be required to have OSU as additional insured as well as UCSD.

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 regulations as well as all applicable UCSD Standards and Policies while on the UCSD campus.

8.7 Supplemental Instructions To Bidders.

8.7.1 Bid Security

8.7.1.1 Each Bid shall be accompanied by Bid Security the amount equal to 10% of the total Bid as security for Bidder's obligation to enter into a Contract with OSU. Bid Security shall be a Bid Bond on the form provided in Exhibit I. Failure to use the Bid Bond in Exhibit I will result in the rejection of the Bid. Bidder must use the exact Bid Bond form provided herein; failure to use the provided Bid Bond Form will result in Bid rejection. Completed and signed scanned version is acceptable for submission; hard copies are not required.

8.7.1.2 If the apparent lowest responsible Bidder fails to sign the Contract and furnish all items required by the Bidding Documents within the time limits specified in these Instructions to Bidders, OSU may reject such Bidder's Bid and select the next apparent lowest responsible Bidder until all Bids have been exhausted or OSU may reject all Bids. The Bidder whose Bid is rejected for such failure(s) shall be liable for and forfeit to OSU the amount of the difference, not to exceed the amount of the Bid Security, between the amount of the Bid of the Bidder so rejected and the greater amount for which OSU procures the Work.

8.7.1.3 Bid Security will be returned after the Contract has been awarded. Notwithstanding the preceding, if the successful Bidder fails or refuses, within 10 days after receipt of award letter, to sign the Contract or submit to OSU all of the items required by the Bidding Documents, OSU may retain that successful Bidder's Bid Security until OSU has been appropriately compensated.

8.7.1.4 OSU will retain the Bid Security of the successful Bidder until Contractor(s) has executed the Contract.

8.7.1.5 The Bid Bond shall be executed on behalf of a bonding company licensed to do business in the State of Oregon.

8.7.2 Federal Flow-down Provisions

8.7.2.1 Compliance with *Equal Employment Opportunity* E.O. 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR, 1964-1965 Comp., p. 339), as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

8.7.2.2 Compliance with *Copeland “Anti-Kickback” Act (40 U.S.C. 3145)* as supplemented by Department of Labor regulations (29 CFR part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”).

8.7.2.3 Compliance with the *Rights to Inventions Made Under a Contract or Agreement*, Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

8.7.2.4 Compliance with the *Clean Air Act (42 U.S.C. 7401-7671q)* and the *Federal Water Pollution Control Act (33 U.S.C. 1251-1387.)*, as amended.

8.7.2.5 Compliance with the Debarment and Suspension (E.O.s 12549 and 12689).

8.7.2.6 Compliance with Domestic Preference requirements (2 CFR 200.322).

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 – Reserved

Exhibit H – [Drawings, dated July 30, 2021 \(Phase 2\) and August 2, 2023 \(Phase 3\)](#)

Exhibit I – Bid Bond

Exhibit J – Addenda (if and when applicable)

End of ITB