

# COMPRHENSIVE RESERVE INVITATION TO BID (ITB) #2025-0017523

## **Fire Escape Inspection Repair and Removal**

ISSUE DATE: December 19, 2024

NON-MANDATORY PRE-BID CONFERENCE: 1/8/2025 at 9:00 AM Pacific Time (PT) Virtually.

BID DUE DATE/TIME: 1/24/2025 at 3:00PM PT Via electronic submission to <u>bids@oregonstate.edu</u>

QUESTION DEADLINE: 1/15/2025, at 5:00 PM PT

PROJECT NUMBER: 2411-23

**CONTRACT ADMINISTRATOR:** 

Thomas James Construction Contracts Administration Oregon State University 644 SW 13<sup>th</sup> St. Corvallis, OR 97333 Email: ConstructionContracts@oregonstate.edu

## **AWARD DECISION APPEALS:**

Hanna Emerson, Chief Procurement Officer Construction Contracts Administration Oregon State University 644 SW 13<sup>th</sup> St. Corvallis, OR 97333 Email: hanna.emerson@oregonstate.edu

It is the Bidder's responsibility to continue to monitor the <u>OSU Business and Bid Opportunities</u> 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 (<u>Procurement Thresholds and Methods, Procurement Solicitations</u> and <u>Contracts</u>) 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 or more firms to provide Fire Escape Inspection Repair and Removal for its Corvallis Campus (the "Project").

OSU reserves the right to award multiple Supplements based on the lowest, responsive, responsible Bid for each item on the Bid Form, or to award solely to the Bidder with the lowest, responsive, responsible total bid price for all items on the Bid Form. OSU, in its sole discretion, will determine which form of award offers the greatest overall value to OSU once bids have been received.

## Bidders are not required to bid on all fire escape locations but are encouraged to do so.

OSU is seeking Bids only from firms accepted into OSU's 2024-2030 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: <u>https://bid.oregonstate.edu/. Bidders must be accepted and active in the Reserve Contract program prior to the Bid Due Date/Time.</u>

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

**NON-MANDATORY PRE-BID CONFERENCE-** A virtual Non-Mandatory Pre-Bid Conference will be held at 9:00 AM PT on 1/8/2025 via Zoom. Firms wishing to attend should e-mail <u>constructioncontracts@oregonstate.edu</u> 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.

**NON-MANDATORY Site-Visit (Upon Request)-** A Non-Mandatory site-visit will be held if a written request by any eligible firm accepted into OSU's 2024-2030 Construction Related Services Reserve Contracting Program is made to the Contract Administrator. This meeting is tentatively scheduled at 10:30 AM PT on 1/9/2025. All firms will be notified via email if the site visit is to occur; site-visit location will be provided with this notification.

All questions shall be submitted via e-mail to <u>constructioncontracts@oregonstate.edu</u> 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 (<u>https://www.grandronde.org</u>) and the Confederated Tribes of the Siletz Indians (<u>https://ctsi.nsn.us</u>).

Founded in 1868 as Oregon's land grant institution, OSU serves the state, the nation and the world as a premier 21stcentury 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. OSU is working to comply with the City of Corvallis Fire Escape Standard per OFC Sections 1104.16.1 through 1104.16.7. Engineering and testing requirements have been compiled along with minor corrections as noted to be addressed with this project per the drawings. OSU will also be working to remove fire escapes that are no longer needed per current code. Fire escapes to be removed have already been reviewed by the Engineering team to confirm they can be removed. **OSU will follow Historic Review Committee (HRC) process for approval to remove these escapes**. The awarded Contractor(s) shall be responsible for submitting and paying for permits to the City of Corvallis for the work as proposed in the drawings.

## 1.3 Locations.

- Autzen House Fire Escape Testing and Repairs as noted
- Community Hall West Fire Escape Testing and Repairs as noted
- Covel Hall Fire Escape Testing and Repairs as noted
- Dryden Hall North Fire Escape Testing and Repairs as noted
- Dryden Hall South Fire Escape Testing and Repairs as noted
- Hoveland Hall Fire Escape Testing and Repairs as noted
- Moreland Hall East Fire Escape Testing and Repairs as noted
- Moreland Hall West Fire Escape Testing and Repairs as noted
- Pharmacy Building East Fire Escape Testing and Repairs as noted
- Shepard Hall East Fire Escape Testing and Repairs as noted
- Bexel Hall North Fire Escape Removal
- Bexel Hall South Fire Escape Removal
- Community Hall East Fire Escape Removal

## 1.4 Summary of Work.

Contractor(s) shall complete work per the specifications (Exhibit G) and drawings (Exhibit H) included with this ITB for the fire escapes noted in Section 1.3 above. Contractor shall coordinate work with OSU project management team for the following tasks:

**1.4.1** Maintain flexibility of scheduling for coordination around current campus operations and HRC processes.

**1.4.2** Minimize impacts to building occupants and surrounding impacted areas.

**1.4.3** Coordination with facilities groups to ensure existing building components, landscaping and irrigation impacts are minimized.

**1.4.4** Submit and pay for permits to the City of Corvallis for the work as proposed in the drawings.

Minimum Requirement: For testing and repair work, Contractor must certify they or one of their subcontractors have prior experience with fire escape load testing. This experience must be certified on the bid form. In addition, note the individual(s) on the Contractor's team who possesses this prior experience. This requirement does not apply if Bidder is only supplying a Bid for the demolition work.

## 1.5 Scope of Work.

The scope of services will include a preconstruction meeting and Existing Conditions Review for each fire escape. Contractor will report any testing failures to OSU the same day failure is found. Contractor will be responsible for proposing solutions and cost opinions for proposed solutions. Contractor will work with OSU and the Engineer of Record to confirm solutions meet the requirements. Contractor is responsible for returning the construction site to the previous condition prior to construction.

#### PRECONSTRUCTION MEETING

The agenda for the meeting must include a review of the contract administration requirements, the confirmation of the project scope of work, the approval of a project schedule, and a review of the project delivery process. Deliverables: Meeting agenda, team meeting summary, project scoping document, project schedule.

#### **REVIEW OF EXISTING CONDITIONS**

A review of existing conditions is, at minimum, expected to include the review of each fire escape to confirm conditions stated in the drawings are in alignment with current observations prior to construction. Contractor(s) is to take photos of the existing conditions and note observed deficiencies as part of the existing condition survey. The review of existing conditions may generate the need for the design team to collect further information for design. Deliverables: Existing conditions survey and confirmation of conditions meeting or not meeting the drawings.

#### 2.0 SCHEDULE

Issue Date	12/19/2024
Non-Mandatory Pre-Bid Conference	1/8/2025 at 9:00 AM PT via Zoom
NON-MANDATORY Site-Visit (Upon Request)-	1/9/2025 at 10:30 AM (if held, see section 1.1 for more information)
Question Deadline	1/15/2025 at 5:00 PM PT
Final Addendum Issuance (if necessary)	By 1/17/2025
Bid Due Date/Time	1/24/2025 at 3:00 PM PT

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

Notice of Intent to Award	By 1/27/2025
Estimated Supplement execution	By 2/7/2025
Estimated Notice to Proceed	By 2/7/2025

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 <u>constructioncontracts@oregonstate.edu</u> 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 **Chief Procurement Officer** 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 <u>OSU Business and Bid</u> <u>Opportunities</u> 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 **Chief Procurement Officer**, 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 Supplement. 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 Supplement. 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 supplement 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

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 Supplement is subject to the BOLI wage rate requirements provided in the Reserve Contract for Construction Related Services 2024-2030.

## 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 Non-Mandatory Pre Bid Conference and Site Visit (if held)

**7.2.1** The Pre-Bid Conference will be administered virtually via Zoom. Bidders should contact the **Contract Administrator** to request virtual Conference access. This request should occur no later than thirty (30) minutes prior to the meeting time, as stated in this ITB.

**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 Supplement 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.

**7.3 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.

**7.5.3.1** Bidder may decide to submit Bid for one or more items on the Bid Form. If Bidder chooses not to submit a Bid on one or more items, the words "No Bid" must be written in the space provided on the Bid Form for that item(s).

**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 Supplement. 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 <u>bids@oregonstate.edu</u> 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 a Supplement(s) based on the lowest responsive, responsible total Bid for all work, or Supplements to the lowest Bids for each individual Fire Escape. If an awarded Bidder does not execute a Supplement, the Supplement 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 Supplement.

**7.8.5** Notwithstanding 7.8.3 above, Owner reserves the right to award multiple Supplements based on the lowest, responsible, responsive bid for each item on the Bid Form, or to award solely to the Bidder with the lowest, responsible, responsive total bid price for all items on the Bid Form. OSU, in its sole discretion, will determine which form of award offers the greatest overall value to OSU once bids have been received. Further, in determining the lowest Bidder(s), 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 Supplement, 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 low, responsible and responsive Bidder(s) to whom the Supplement 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 Supplement, Agreement, Performance Bond and Payment Bond

**7.10.1** The Bidder shall be required to execute the Supplement 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 Supplement, 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 supplement 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 Supplement during any phase in the Project.

- **8.3 Insurance Provisions.** During the term of the resulting Supplement, 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 Supplement.
- **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 against 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 against 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 RESERVED.

## 8.8 RESERVED

## 9.0 EXHIBITS

Exhibit A – Bid Form

Exhibit B – Sample Reserve Supplement

- Exhibit C Reserve Contract General Conditions
- Exhibit D RESERVED
- Exhibit E Performance and Payment Bond Forms
- Exhibit F MWESB Project Contract Report Instructions and Report
- Exhibit G Specifications, drafted by Stability Engineering, dated 10/4/2023
- Exhibit H Drawings, stamped by Stability Engineering, dated 10/4/2023

End of ITB