

<u>INVITATION TO BID (ITB) #2025-017801</u>

OSU-Cascades- GeoX Ground Water Production Well ITB

ISSUE DATE: February 10, 2025

MANDATORY PRE-BID CONFERENCE: 2/19/2025 at 11:00 AM PT at Obsidian Hall on the OSU-Cascades Campus, 1500 SW Chandler Ave, Bend, OR 97702

BID DUE DATE/TIME: March 5, 2025 at 3:00 PM PT Via electronic submission to bids@oregonstate.edu

QUESTION DEADLINE: 2/21/2025, at 5:00 PM PT Project Number: 2392-22

CONTRACT ADMINISTRATOR:

Thomas James
Construction Contracts Administration
Oregon State University
644 SW 13th St.
Corvallis, OR 97333

Email: ConstructionContracts@oregonstate.edu

AWARD DECISION APPEALS:

Hanna Emerson, Chief Procurement Officer
Procurement, Contracts & Materials
Management
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 <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 and 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 (1) firm to install a production well at its OSU-Cascades Campus in Bend, OR (the "Project").

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

MANDATORY SITE-VISIT – Mandatory Site-Visit shall take place 2/19/2025 at 11:00 AM PT at Obsidian Hall on the OSU-Cascades Campus, 1500 SW Chandler Ave, Bend, OR 97702. Parking and building location information can be found at www.oregonstate.edu.

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. 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 four 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 acknowledges the impact of its land grant history on Indigenous communities in Oregon and beyond. OSU is committed to ensuring the university is of enduring benefit to the people on whose ancestral lands OSU is now located.

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

The LRDP process included a commitment to sustainably developing a triple Net-Zero campus. Triple Net-Zero means the campus will balance energy use, water consumption, and waste generation with energy generation, water reuse, and material recycling. The LRDP net zero energy plan has been further developed into an energy master plan for the campus allowing each future capital project to leverage the energy study recommendations and design guidelines that will incrementally move the campus along the net zero energy path. The net zero water goal has been further studied and a subsequent water master plan has been developed as well.

In 2018, the university began the first work to reclaim the pumice mine and remediate the first section of landfill. Over the course of 18 months over 500,000 cubic yards of waste and native earth were moved to fill in the pumice mine and remove waste from the landfill area transforming a once blighted landscape into a college campus with parking, trails, and walk paths. In 2021 OSU completed construction on Edward J. Ray Hall ("Ray Hall"), a 50,000 SF net-zero energy ready prototypical mass timber academic building supported by a new open loop geo-exchange.

The open loop geo-exchange currently utilizes two approximately 500-foot-deep ground water wells. Water is pumped up from the aquifer in the first production well, then the mechanical system extracts heat from the water or rejects heat to the water before injecting the water back into the aquifer in the second (injection) well. At full build out the campus is forecasted to need 4 pairs of these wells and OSU is ready to move forward with installing the next production well at this time.

- **1.3 Location.** OSU Cascades Campus near Obsidian Hall.
- **1.4 Summary of Work.** Successful bidder will drill and install a new production well for OSU Cascades.

Base Bid

- 1. Base Bid 1: Installation of a 500 ft deep groundwater production well, including 12" diameter well casing, 12" diameter well screen and associated well development and testing.
 - Well bore, casing, pit-less adapter
 - Well injection testing
- 2. Base Bid 2: Purchase and Installation of a new 75 HP submersible pump inside the new groundwater production well.
- 3. Base Bid 3: Purchase and installation of new pit-less adapter for groundwater production well.

Alternate

1. Alternate #1: Provide temporary power for pump testing.

Unit Prices:

- 1. Unit Price 1: Injection Well per foot well depth adjustment
- **1.5 Scope of Work.** Install production well at Cascades pursuant to specs and drawings supplied (See Exhibits).

See Exhibit F for desired pump specifications.

2.0 SCHEDULE

Issue Date 2/10/2025

Mandatory Site Visit 2/19/2025 at 11:00 AM at Obsidian Hall on OSU-Cascades

Campus

Question Deadline 2/21/2025 at 5:00 PM

Final Addendum Issuance (if necessary)

By 2/24/2025

Bid Due Date/Time 3/5/2025 at 3:00 PM

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

Notice of Intent to Award

Estimated Contract execution

By 3/10/2025

By 3/31/2025

Estimated Notice to Proceed

By 3/31/2025

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 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 **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 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 **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 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 BUREAU OF LABOR AND INDUSTRIES (BOLI) PREVAILING WAGES and DAVIS BACON WAGE RATES

In compliance with Oregon Prevailing Wage Law, the following is incorporated into this ITB:

The Contractor and all subcontractors shall comply with the provisions of ORS 279C.800 through 279C.870, relative to Prevailing Wage Rates (PWR) as outlined in Sections C.1 and C.2 of the General Conditions. The resulting Contract is subject to the following BOLI wage rate requirements, which are incorporated herein by reference:

- 6.1 January 5, 2025 PWR Apprenticeship Rates
- 6.3 January 5, 2025 Prevailing Wage Rates for Public Works Contracts in Oregon
- 6.4 October 5, 2024 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.

Pre Bid Site Visit. 7.2

- 7.2.1 The Bidder must attend the mandatory Pre-Bid Site Visit. Bids will not be accepted from those firms who have not had a representative attend the Mandatory Pre-Bid Site Visit. Attendance will be documented by checking in with the Contract Administrator at the beginning of the site visit. Prime Bidders will be required to check in and provide their name, firm name, and email address to the Contract Administrator. 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 Site Visit 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** 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 ninety (90) 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.

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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-responsible and constitute grounds for Bid rejection.
- **8.2 Project Termination.** 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 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.

9.0 EXHIBITS

Exhibit A - Bid Form

Exhibit B – Sample Public Improvement Contract

Exhibit C – General Conditions for Public Improvement Contracts

Exhibit D – Performance Bond, Payment Bond

Exhibit E – MWESB Project Contract Report Instructions and Report

Exhibit F – Pump Performance Datasheet

Exhibit G – Site Map SIMP Markup

Exhibit H - Specifications

End of ITB