

**OREGON UNIVERSITY SYSTEM**  
**STANDARD PUBLIC IMPROVEMENT CONTRACT**  
**INSTRUCTIONS TO BIDDERS**  
**REVISED with Addendum One**

Table of Contents

<u>Article</u>	<u>Title</u>
1.	Scope of Work
2.	Examination of Site and Conditions
3.	Interpretation of Project Manual and Approval of Materials Equal to Those Provided in the Specifications
4.	<del>Security to Be Furnished by Each Bidder</del>
5.	<del>Execution of Bid Bond</del>
6.	Execution of the Bid Form
7.	Prohibition of Alterations to Bid
8.	Submission of Bid
9.	Bid Closing and Opening of Bids
10.	Acceptance or Rejection of Bids by Owner
11.	Withdrawal of Bid
12.	Execution of Contract, Agreement, Performance Bond and Payment Bond

**INSTRUCTIONS TO BIDDERS**

Oregon Administrative Rules Chapter 580, Divisions 61 and 63 govern this OUS procurement process.

**Article 1. Scope of Work**

The work contemplated under this contract with the Oregon State Board of Higher Education, hereinafter referred to as the Owner, includes all labor, materials, transportation, equipment and services necessary for, and reasonably incidental to, the completion of all construction

work in connection with the project described in the Project Manual which includes, but is not necessarily limited to, the Advertisement for Bids, Instructions to Bidders, Supplemental Instructions to Bidders, Bid Form, Bid Bond, Public Improvement Agreement Form, Performance Bond, Payment Bond, OUS General Conditions, Supplemental General Conditions, Plans and Specifications.

## **Article 2. Examination of Site and Conditions**

Before making a bid, the bidder shall examine the site of the work and ascertain all the physical conditions in relation thereto. The bidder shall also make a careful examination of the Project Manual including the plans, specifications, and other contract documents, and shall be fully informed as to the quality and quantity of materials and the sources of supply of the materials. Failure to take these precautions will not release the successful bidder from entering into the contract nor excuse the bidder from performing the work in strict accordance with the terms of the contract.

The Owner will not be responsible for any loss or for any unanticipated costs which may be suffered by the successful bidder as a result of such bidder's failure to be fully informed in advance with regard to all conditions pertaining to the work and the character of the work required. No statement made by an officer, agent, or employee of the Owner in relation to the physical conditions pertaining to the site of the work will be binding on the Owner, unless covered by the Project Manual or an Addendum.

## **Article 3. Interpretation of Project Manual and Approval of Materials Equal to Those Provided in the Specifications**

If any bidder contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the plans, specifications or forms of contract documents, or detects discrepancies or omissions, such bidder may submit to the Architect (read "Engineer" throughout as appropriate) a written request for an interpretation thereof at least 10 calendar days prior to the date set for the bid closing.

When a prospective bidder seeks approval of a particular manufacturer's material, process or item of equal value,

utility or merit other than that designated by the Architect in the Project Manual, the bidder may submit to the Architect a written request for approval of such substitute at least 10 calendar days prior to the date set for the bid closing. The prospective bidder submitting the request will be responsible for its prompt delivery.

Requests of approval for a substitution from that specified shall be accompanied by samples, records of performance, certified copies of tests by impartial and recognized laboratories, and such other information as the Architect may request.

To establish a basis of quality, certain processes, types of machinery and equipment or kinds of materials may be specified in the Project Manual 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's 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 in fact they do so or not.

Any interpretation of the Project Manual or approval of manufacturer's material will be made only by an Addendum duly issued. A copy of each Addendum will be mailed or delivered to each bidder receiving a Project Manual and becomes a part thereof. The Owner will not be responsible for any other explanation or interpretation of the Project Manual nor for any other approval of a particular manufacturer's process or item.

When the Architect approves a substitution by Addendum, it is with the understanding that the Contractor guarantees the substituted article or material to be equal or better than the one specified.

## **Article 4. ~~Security to Be Furnished by Each Bidder~~**

~~Each bid must be accompanied by either 1) a cashier's check or a certified check drawn on a bank authorized to do business in the State of Oregon, or 2) a bid bond described hereinafter, executed in favor of the State of Oregon and the Oregon State Board of Higher Education, for an amount equal to 10 percent of the total amount bid as a guarantee that if awarded the contract the bidder will execute the contract and give a performance bond and~~

~~payment bond as required. The successful bidder's check or bid bond will be retained until the bidder has entered into a satisfactory contract and furnished a 100 percent performance bond and 100 percent payment bond. The Owner reserves the right to hold the bid security as described in Article 10 hereof. Should the successful bidder fail to execute and deliver the contract as provided for in Article 12, including a satisfactory performance bond and payment bond within 20 calendar days after the bid has been accepted by the Owner, then the contract award made to such bidder may be considered canceled and the bid security may be forfeited as liquidated damages at the option of the Owner. The date of the acceptance of the bid and the award of the contract as contemplated by the Project Manual shall mean the date of acceptance specified in the Notice of Award.~~

#### **Article 5. Execution of Bid Bond**

~~Should the bidder elect to utilize a bid bond as described in Article 4 in order to satisfy the bid security requirements, such form must be completed in the following manner:~~

- ~~A. Bid bonds must be executed on Oregon University System forms, which will be provided to all prospective bidders by the Owner.~~
- ~~B. The bid bond shall be executed on behalf of a bonding company licensed to do business in the State of Oregon.~~
- ~~C. In the case of a sole individual, the bond need only be executed as principal by the sole individual. In the case of a partnership, the bond must be executed by at least one of the partners. In the case of a corporation, the bond must be executed by stating the official name of the corporation under which is placed the signature of an officer authorized to sign on behalf of the corporation followed by such person's official capacity, such as president, etc. This signature shall be attested by the secretary or assistant secretary of the corporation. The corporation seal should then be affixed to the bond.~~
- ~~D. The name of the surety must be stated in the execution over the signature of its duly authorized attorney in fact and accompanied by the seal of the surety corporation.~~

#### **Article 6. Execution of the Bid Form**

Each bid shall be made in accordance with the sample Bid Form accompanying these instructions; the appropriate signatures for a sole individual, partnership, corporation or limited liability corporation shall be added as noted in Article 5C above; numbers pertaining to base bids shall be stated both in writing and in figures; the bidder's address shall be typed or printed.

The Bid Form relates to bids on a specific Project Manual. Only the amounts and information asked for on the Bid Form furnished will be considered as the bid. Each bidder shall bid upon the work exactly as specified and provided in the Bid Form. The bidder shall include in the bid a sum to cover the cost of all items contemplated by the Contract. The bidder shall bid upon all alternates that may be indicated on the Bid Form. 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."

The Bid Form included in the Project Manual is a sample. One additional copy of the Bid Form may be furnished with the Project Manual. One additional copy of the Bid Bond form may also be provided with the Project Manual. Only one copy needs to be submitted with the bid.

#### **Article 7. Prohibition of Alterations to Bid**

Bids which are incomplete, or contain ambiguities or conditions not provided for in the Bid Form, may be rejected.

#### **Article 8. Submission of Bid**

Each bid shall be sealed in an envelope, properly addressed to the appropriate project Owner within the Oregon University System, showing on the outside of the envelope the name of the bidder and the name of the project. Bids will be received at the time and place stated in the Advertisement for Bids.

#### **Article 9. Bid Closing and Opening of Bids**

All bids must be received by the Owner at the place and time set for the bid closing. Any bids received after the

scheduled closing time for receipt of bids will be rejected and returned to the bidder unopened.

To allow sufficient time for bidders to comply with any permitted Affirmative Action requirements of the Oregon State Board of Higher Education, when specified for that purpose the bid opening shall be 24 hours after the time of bid closing.

At the time of opening and reading of bids, each bid received will be publicly opened and read aloud, irrespective of any irregularities or informalities in such bids.

#### **Article 10. Acceptance or Rejection of Bids by Owner**

Unless all bids are rejected, the Owner will award a contract based on the lowest responsive bid from a responsible bidder. If that bidder does not execute the contract, it will be awarded to the next lowest responsible bidder or bidders in succession.

The Owner reserves the right to reject all bids and to waive minor informalities. The procedures for contract awards shall be in compliance with the provisions of Oregon Administrative Rules adopted by the Owner.

The Owner reserves the right to hold the bid and bid security of the three lowest bidders for a period of 30 calendar days from and after the time of bid opening pending award of the contract. Following award of the contract the bid security of the three lowest bidders may be held 20 calendar days pending execution of the contract. All other bids will be rejected and bid security will be returned.

In determining the lowest bidder, the Owner reserves the right to take into consideration any or all authorized base bids as well as alternates or combinations indicated in the Bid Form.

If such bid has not been accepted within 30 calendar days after the opening of the bids, each of the three lowest bidders may withdraw the bid submitted and request the return of the bid security.

#### **Article 11. Withdrawal of Bid**

At any time prior to the time and place set for the bid closing, a bidder may withdraw the bid. This will not preclude the submission of another bid by such bidder prior to the time set for the bid closing.

After the time set for the bid closing, no bidder will be permitted to withdraw its bid within the time frames specified in Article 10 for award and execution, except as provided for in that Article.

#### **Article 12. Execution of Contract, Agreement, Performance Bond and Payment Bond**

The Owner will provide the successful bidder with contract forms within 10 calendar days after the award of the Contract. The bidder is required to execute the contract forms as provided, including a performance bond and a payment bond from a surety company licensed to do surety business in the State of Oregon, within 20 calendar days after the award of the contract. The contract forms shall be delivered to the Owner in the number called for and to the location as noted in the Notice of Award.

#### **Article 13. Recyclable Products**

Contractors will use recyclable products to the maximum extent economically feasible in the performance of the Contract.