



Campus Wide (CW) Community Garden

Solicitation #1751

Invitation to Bid (ITB) for: General Contracting, Landscaping, and Plumbing Services

June 29, 2026

Mandatory Pre-Bid Meeting July 9, 2026 at 11:00 am, local time Empty Lot 1604 SW 10 th Ave. Portland, OR 97201	Bid Due Date July 23, 2026, at 2:00 pm, local time Note: Completed documents must arrive electronically via Equity Hub's Bid Locker at https://bidlocker.us/a/psu_or
Optional Site Visit 1 hour July 13, 2026 at 8:30 am, local time Empty Lot 1604 SW 10 th Ave. Portland, OR 97201	

Contact: Christy McBeth, Contract Office – Construction & Facilities at proposals@pdx.edu

ATTENTION POTENTIAL BIDDERS! IMPORTANT NOTICE

Responsibility of Each Bidder Participating in the Bidding Process:

It is the responsibility of each participating Bidder to refer daily to Equity Hub's Bid Locker (Bid Locker) website to check for any available amendments or addenda, responses to inquiries and/or questions, cancellations, or notices of intent to award, and any and all additional information regarding this opportunity. It is not Portland State University's (PSU's) responsibility to notify participating Bidders by email or by any other means of any of the above. Copies of this document can be obtained on the Bid Locker website.

All documents are available at: <https://bidlocker.us/details/6274>

SECTION 1 - INVITATION TO BID DOCUMENTS

1.1 SCOPE OF WORK

NOTICE OF PUBLIC IMPROVEMENT CONTRACT OPPORTUNITY

Portland State University ("PSU" or "Owner") is accepting electronic bids for the Infilling of two (2) open lots (.34 Acres) with a new Campus Wide (CW) Community Garden ("Project"). The Scope of this project is to grade the existing site, install below-grade commercial plumbing systems utilizing existing underground utility services, and install a new site irrigation system per the Permit Documents.

INTRODUCTION

As a vital lot of the East-West 'Front' Lawn to our urban campus, the PSU Community Garden project will bring together students, Portland Parks and Recreation, and the campus community by providing a new teaching area and a center for the Student Sustainability Center (SSC) programs, services, and engagement that enriches the social, cultural, and educational environment.

This site, located at 1604 SW 10th Ave., Portland, OR 97201, was the location of the Harder House and the Parkway Residence Hall building which were recently demolished. This project will install a Community Garden in the existing .34 Acre green space.

General:

- Any tasks that impact the campus or building beyond the project's area of work requires the contractor to provide a three (3) week notice of the impact to the Owner. This is in order to notify the University Community of any work impacts in a timely manner.
- Unless otherwise noted, all new equipment, material, and devices shall be direct from the original manufacture.
- Contractor shall provide submittals for all equipment, materials, and devices for Owner review, correction, and approval prior to beginning work.
- Contractor shall be responsible for obtaining and paying for all street and sidewalk closure permitting and all permits related to this work unless otherwise noted.
- Prior to contract closeout, Contractor shall provide as-built drawings in both electronic and hard copy formats, indicating corrections and capturing the complete scope of work for final review and approval by Owner.
- Construction work shall not commence until Owner approves the final schedule.
- Contractor is required to provide an Occupational Safety and Health Administration (OSHA) compliant safety plan for Owner's Environmental Health and Safety (EHS) department. Review and approval shall be obtained prior to initiating any work.
- Contractor shall be required to provide a site (system) logistics plan to Owner prior to initiating any work. The logistics plan shall outline requirements to complete the Scope of Work and to minimize impact to PSU. The logistics plan will be reviewed and approved by Owner prior to initiating any work. The logistics plan shall account for all utility outages and the coordinated effort with each outage.
- Contractor shall be responsible for providing any necessary temporary lighting, power, ventilation, etc.
- Contractor shall be responsible for providing any necessary temporary construction safety barriers and safety notification signage.
- Contractor shall be responsible for associated fees including, but not necessarily limited to trade permits (all disciplines and trades), parking passes, parking reservations, required access badges, and necessary key deposits. Refer to Section 3 - Additional Resources for more information. All parking at PSU is pay to park, no exceptions.

- Owner will provide the site permit. This project will go through the Commercial Permitting process with the City of Portland. Contractor shall coordinate all required inspections with the City of Portland.
- As required, Owner shall provide third party special inspection agencies. Contractor shall coordinate directly with third party testing agencies as required.

*The adjacent Park Mill parking lot is in use over the weekends by the Portland Farmers Market. The contractor needs to have any construction items removed by every Friday at 5:00 PM.

Scope of Work:

- The Community Garden Project Scope of Work Includes:
 - a. Portland State University (PSU) is requesting proposals to grade the existing site, install below-grade city water piping, install new irrigation systems and install new 6' tall security fencing at the perimeter.
 - b. The project has identified the 'Base Bid' scope of work and 'Alternates' to be reviewed on Cover Sheet A001.
 - c. Site and Schedule coordination of work that has been identified as 'By others' in the project Permit documents.
- Site Scope provides the following consultant services for the Community Garden Project:
 - a. Site Grading
 - b. Site, below grade, domestic water piping
 - c. Irrigation systems

Alternates:

Alternate #01: Site Fencing – Installation of 500 Lineal Feet of 6' tall Site Perimeter Fencing per Detail 01/L7.14.

Alternate #02: Wood Retaining Wall – Installation of 150 Lineal Feet of Wood Retaining Wall per Detail 01/L7.12.

Alternate #03: Planting Plan – Purchase and installation of items outlined on the L5.00 Planting Plan.

1.2 INSURANCE, BONDING, BOLI, RETAINAGE, LIQUIDATED DAMAGES REQUIREMENTS

Due with submission of Bid:

- Bid security (Appendix 2.5)

Due upon signing an Agreement:

- Payment Bond – full contract amount (Appendix 2.8)
- Performance Bond – full contract amount (Appendix 2.8)
- Agreements under \$1M - General Liability – \$1M/\$2M
- Agreements \$25k and over - Auto Insurance – \$1M/\$2M
- Worker's Compensation
- Agreements \$25k+ - Builder's Risk Insurance for New Construction – full contract amount
- Pollution Liability – \$1M/\$2M

All insurance certificates must meet the requirements of the PSU General Conditions, Section G.3. Bidder shall include in its bid all insurance and bond costs required to complete the Base Bid (plus any accepted Alternates) for this Project.

Contract will be subject to the following:

- Retainage in the amount of 5% shall be withheld
- No liquidated damages
- BOLI Prevailing Wage Rates apply to this Work

Note: Contractor and all subcontractors shall comply with the provisions of ORS 279C.800 through 279C.870, relative to Prevailing Wage Rates and the required public works bond, as outlined in Sections C.1, C.2 and G.2.3 of the PSU General Conditions. The Bureau of Labor and Industries (BOLI) wage rates and requirements set forth in the following BOLI booklet (and any listed amendments to that booklet), which are incorporated herein by reference, apply to the Work authorized under this Agreement: Prevailing Wage Rate Book and Apprentice Rates for Public Works Contracts in **Multnomah County, Oregon, January 5, 2026, as amended February 18, 2026 and April 5, 2026**, can be found at the following web address:
<https://www.oregon.gov/boli/employers/pages/prevailing-wage.aspx>

Certified Statements for each week during which the Contractor or subcontractor has employed a worker on the Project shall be submitted to Owner. If no work was performed during a week a no work performed statement shall be submitted in lieu of the Certified Statement. The Contractor and subcontractors’ statements shall be submitted once a month, by the fifth business day of the following month.

1.3 MANDATORY PRE-BID MEETING

A **mandatory pre-bid meeting** will be conducted on **July 9, 2026 at 11:00 am**, local time at the location listed on the cover page of this solicitation. Only bidders who have an employee at the meeting shall be allowed to bid. Attendance will be documented through a sign-in sheet prepared by the PSU representative. After the meeting there may be a walk through and examination of the site and conditions. Prime bidders who arrive more than 5 minutes after the start of time of the meeting (as stated in the solicitation and by the PSU representative’s watch) or after the discussion portion of the meeting (whichever comes first) may not be permitted to submit a bid on the project.

1.4 OPTIONAL SITE VISITS

A **non-mandatory optional site visit** is scheduled for **July 13, 2026 at 8:30 am to 10:00 am** to allow additional time for Contractors and subcontractors to access the building, look at/confirm existing as-built conditions and formulate questions. Regardless of information discussed at the pre-bid meetings, bidders are cautioned that the official ITB requirements will be changed only by written addenda issued by PSU and posted on Bid Locker.

1.5 SCHEDULE

Advertisement of Invitation to Bid	June 29, 2026
Mandatory Pre-Bid Meeting	July 9, 2026 @ 11:00 am local time
Optional Site Visits	July 13, 2026 @ 8:30 am local time
Questions Deadline	July 16, 2026 @ 5:00 pm Time local time
Substitution Requests Deadline	July 16, 2026 @ 5:00 pm Time local time
Solicitation Protest Deadline	July 16, 2026 @ 5:00 pm Time local time
Final Addendum Shall Be Issued by	July 20, 2026
Bids Due	July 23, 2026 @ 2:00 pm local time

Schedule Milestones

Start Work Date	September 1, 2026
Substantial Completion Date	October 30, 2026
Final Completion Date	December 1, 2026

1.6 SUBSTITUTION REQUESTS

Prospective Bidders must submit requests for the approval of equals or substitutions on the Substitution Request form attached hereto as Appendix 2.4 via email to proposals@pdx.edu. Substitution requests must be received by the deadline indicated in Section 1.5. Requests must include complete descriptions, technical data and performance records. Any approval of the proposed substitution request will be made by addendum to the ITB.

1.7 QUESTIONS

Prospective Bidders must submit questions or requests for clarification or change via email to proposals@pdx.edu. Questions must be received by the deadline indicated in Section 1.5. Questions and requests for clarification or change that are timely received will be answered via addenda. Any changes to the ITB resulting from such questions will be made only via addenda to the ITB. Responses from Owner not contained in an official addendum to the solicitation will not be binding on Owner. The final addenda, if any, will be released no later than the date specified in Section 1.5. Bidders are encouraged to check on the status of all addenda prior to submission of their bid.

1.8 PROTESTS

Protests will be answered directly with the protesting Bidder. Protests must comply with and will be addressed pursuant to PSU Standard 580-061-0145 which can be found at <https://www.pdx.edu/policies/psu-standards-formerly-oars>.

1.8.1 Solicitation Protests

Prospective Bidders must submit protests of particular solicitation provisions, specifications, and/or conditions (including comments on any specifications that a firm believes limits competition) via email to proposals@pdx.edu. Solicitation protests must be received by the deadline indicated in Section 1.5.

Solicitation protests must include the reasons for the protest and any proposed changes to the ITB. Protests will be answered directly with the protesting Bidder. Any changes to the ITB resulting from a protest will be made only via addenda to the ITB. Responses from Owner not contained in an official addendum to the solicitation will not be binding on Owner. Bidders are encouraged to check on the status of all addenda prior to submission of their bid.

1.8.2 Selection Protest

Any Bidder who has bid on this ITB and claims to have been adversely affected or aggrieved by the selection of competing Bidders may submit a protest via email to proposals@pdx.edu. Selection protests must be received within three (3) calendar days at 5:00 pm after the issuance of the notice of intent to award the contract. Please note that the date of issuance is subject to change and therefore the protest date may change.

1.9 PUBLIC RECORDS

This ITB and each bid received, along with copies of all documents pertaining to the award of a contract, shall be kept by PSU and shall be open to public inspection. If a bid contains any information that is considered a trade secret by the Bidder under ORS 192.345(2), each sheet of such information must be clearly marked with the following:

"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."

The Oregon Public Records Law, ORS 192.345(2), exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies "unless the public interest requires disclosure in the particular instance." Therefore, non-disclosure of documents or any portion of a document submitted as part of a bid may depend upon official or judicial determinations made pursuant to the Public Records Law.

Bidders must mark only specific pages or text in their bid considered a "trade secret" under Public Records Law. Bids in which the entire document is marked or otherwise identified in its entirety as confidential or a "trade secret" may be rejected or, if PSU accepts the bid, PSU may disclose the bid in its entirety.

1.10 ADDENDA

This solicitation will only be modified by documents issued as addenda by Owner. No other direction or comments received by Bidders, written or oral, will serve to change the solicitation document.

1.11 BID SUBMISSION

All of the following documents must be completed:

- Completed Bid and Bid Security Forms attached hereto as Appendix 2.5.
- **Do not** alter or add to Appendix 2.5, embed any documents within your uploaded files, or include any unrequested files, **these actions may cause the Owner to consider rejecting your Bid as Non-Responsive.**
- Completed documents must arrive electronically via Equity Hub's Bid Locker at https://bidlocker.us/a/psu_or. See Appendix 2.6 Submission Instructions for Bidders and Appendix 2.7 Bid Locker Vendor Guide for further instructions.
- Completed documents must arrive by the deadline indicated in Section 1.5

It is the sole responsibility of the Bidder to ensure timely delivery. Late bids will not be considered.

MAILED, FAXED, OR EMAILED BIDS WILL NOT BE ACCEPTED

1.12 BID OPENING

This will be a closed opening. A bid tabulation sheet will be posted to Bid Locker.

1.13 FORM OF AGREEMENT

A sample copy of the Public Improvement Agreement is attached to this ITB (Appendix 2.1). The Agreement will include the terms of this ITB and the PSU General Conditions (Appendix 2.2). PSU will enter into an Agreement substantially similar to the attached sample agreement. The sample agreement attached to this ITB is subject to change by PSU. If there is a failure to enter into an agreement with the lowest responsive and responsible Bidder, PSU reserves the right to enter into an agreement with the next lowest responsive and responsible Bidder.

1.14 NON-RESPONSIVE BIDS

Bids, which are:

- Incomplete
- Conditioned or Qualified
- Not in conformity with applicable law
- Contains a statement by the Bidder reserving the right to accept or reject an award
- Bids that fail to address alternates set forth on the Bid Form may be considered non-responsive
- The Owner may consider a Bid irregular and reject as non-responsive if any of the item prices are excessively and materially unbalanced (either above or below the amount of a reasonable bid) to the potential detriment of the Owner
- The Owner may consider to reject a Bid as non-responsive if any irregularity is a potential detriment to the Owner.

1.15 BID VALIDITY PERIOD

If an Agreement is to be awarded, it shall be made within 90 calendar days after the bid submission deadline. Bidder's Bid Form pricing shall be valid during this period.

Owner reserves the right to hold the bid guaranties of all Bidders until the successful Bidder has entered into an Agreement with the Owner, or for a period of 90 calendar days, whichever is the shorter amount of time.

1.16 TERMS FOR BIDDING

Owner reserves the right to accept or reject any or all bids received in response to the ITB, to request either wholly or in part new bids, or to negotiate with any Bidder considered qualified in any manner deemed to be in the best interest of Owner.

By submitting a bid, the Bidder certifies conformance to the applicable federal, state and local laws, acts, executive orders, statutes, administrative rules, regulations, ordinance and related court rulings concerning Affirmative Action toward Equal Employment Opportunities. All information and reports required by the Federal or Oregon State or local Governments, having responsibility for the enforcement of the foregoing, shall be supplied to the Owner upon request for purposes of investigation to ascertain compliance with the foregoing.

Pursuant to PSU Standard 580-061-0030, by submitting a bid, the Bidder certifies that the Bidder has not discriminated against Minority, Women or Emerging Small Business Enterprises in obtaining any required subcontracts.

Pursuant to PSU Standard 580-061-0040, Bidders are hereby notified that PSU has adopted policies applicable to consultants and contractors that prohibit sexual harassment and that Bidder and their employees are required to adhere to Owner's policy prohibiting sexual harassment in their interactions with members of Owner's community.

All Bidders must comply with requirements of the prevailing wage law in ORS 279C.800 through ORS 279C.870. All Bidders must be registered with the Construction Contractor's Board at the time of bid submission. No bid will be considered unless fully completed in the manner provided in the "Instructions to Bidders" and upon the Bid Form provided.

The Owner is committed to ensuring equity and diversity in its procurement and contracting process and increasing opportunities for Emerging Small Businesses and Minority and Women Owned Businesses. Therefore, the Owner strongly encourages its contractors to use these businesses in providing services and materials for Owner contracts and projects.

END OF SECTION 1

SECTION 2 – APPENDICES

- 2.1 PSU Division 00
- 2.2 PSU Division 01
- 2.3 PSU General Conditions – July 2014
- 2.4 PSU Substitution Request Form
- 2.5 PSU Bid and Bid Security Forms
- 2.6 Submission Instruction for Bidders
- 2.7 Bid Locker Vendor Guide
- 2.8 PSU Payment and Performance Bond Forms
- 2.9 Drawings
- 2.10 Harder House Demolition Plan
- 2.11 Parkway Manor Demolition Plan
- 2.12 Parkway Manor Remaining Foundation Plan
- 2.13 Soil Testing Technical Report
- 2.14 Topsoil Testing Report
- 2.15 Topsoil Compliance Letter

END OF SECTION 2

SECTION 3 – ADDITIONAL RESOURCES

- 3.1 PSU Campus Map: <https://www.pdx.edu/visit/campus-map>
- 3.2 PSU Capital Projects & Construction Technical Design Standards PDF (which ever version is most current):
<https://www.pdx.edu/construction/standards-procedures>
- 3.3 PSU EHS Webpage: <https://www.pdx.edu/environmental-health-safety/>
- 3.4 PSU Campus Public Safety Webpage and Contact Information: <https://www.pdx.edu/campus-safety/>
- 3.5 PSU Parking Webpage: <https://www.pdx.edu/transportation/>
- 3.6 PSU Key Requests: <https://www.pdx.edu/facilities/key-requests>
- 3.7 PSU Access Badges: <https://www.pdx.edu/student-finance/id-cards>

END OF SECTION 3