RICHARD AND MAURINE NEUBERGER CENTER (RMNC) SPEECH AND HEARING REMODEL AND RELOCATION

Solicitation No. 1753

Appendix 4.03 PSU Division 00

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SECTION 00 21 13 – INSTRUCTIONS TO BIDDERS

Oregon Administrative Rules ("OAR") Chapter 580, Divisions 61 and 63 govern this PSU procurement process.

PART 1 – GENERAL

1.01 DEFINITIONS

Capitalized words used herein but not defined shall have the meaning set forth in the PSU General Conditions and OAR 580-061-0010. The following terms used herein shall have the meaning set forth below:

A. **"Bid Form"**- refers to PSU Bid Form provided by Owner to be completed by Bidder.

B. **"Project Manual"-** The Project Manual includes, but is not necessarily limited to the following: the Advertisement for Bids or Notice of Contracting Opportunity, these Instructions to Bidders, Supplemental Instructions to Bidders (if any), Bid Form, Bid Bond (if required), PSU General Conditions, Supplemental General Conditions (if any), Sample Public Improvement Agreement, Performance Bond (if required), Payment Bond (if required), and the Plans and Specifications.

1.02 SCOPE OF WORK

A. The Work contemplated in this document shall be for the Owner in connection with the Project described in the Project Manual.

1.03 EXAMINATION OF SITE AND CONDITIONS

A. Before making a Bid, the Bidder shall examine the Work site to ascertain its physical condition. The Bidder shall be responsible for being fully informed as to the quality, quantity and sources of supply of the materials listed on the Project Manual. 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 of the Contract Documents.

B. 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.

C. No statement made by any officer, agent, or employee of the Owner in relation to the physical conditions pertaining to the Work site or quality, quantity, and supply of materials will be binding on the Owner, unless included in writing in the Project Manual or an Addendum.

1.04 SUBSTITUTE MATERIALS APPROVAL PROCESS

A. Prior to submitting a Bid including a Substitution, the Bidder must first seek approval of the Substitution from the Owner by submitting a written request for approval by the Substitution deadline. The Bidder submitting the request shall be responsible for its timely delivery.

B. Substitution approval requests shall be accompanied by samples, records of performance, certified copies of tests by impartial and recognized laboratories, and such other information as the Owner may request.

C. Within a reasonable time after receiving such a request the Owner will consider whether the Substitution sought by Bidder is of equal value or utility as the designated product in the Project Manual. If the requested Substitution is approved an Addendum to the Project Manual shall be issued. A copy of each Addendum will be posted on the PSU Construction Contracting Bid Opportunities website (http://www.pdx.edu/purchasing-contracting/construction-bidding-and-proposal-opportunities) and shall become a part of the Project Manual.

D. When the Owner 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.

1.05 INTERPRETATION OF PROJECT MANUAL

A. A Bidder in doubt as to the meaning of any part of the Project Manual may submit a written request for an interpretation to the Owner at any time prior to the Questions deadline.

B. Any interpretation of the Project Manual will be made only by Addendum. 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.

C. 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 named, brand or item designation 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.

1.06 EXECUTION OF THE BID FORM

A. The Bid Form relates to Bids on a specific Project Manual. Only the amounts and information asked for on the Bid Form furnished by the Owner 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 Project Manual. Bids that fail to address alternates set forth on the Bid Form may be considered non-responsive.

B. Each Bid Form must: 1) Be completed in accordance with these instructions; 2) Include the appropriate signatures as noted on the Bid Form; 3) Include numbers pertaining to base Bids stated both in writing and in figures; and 4) Include the Bidder's typed or clearly printed address.

C. 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.

1.07 ACCEPTANCE OR REJECTION OF BIDS BY OWNER

A. Unless all Bids are rejected, the Owner will award the Contract based on the lowest responsive Bid from a responsible Bidder. If that Bidder does not execute the Contract, the Contract may be awarded to the next lowest responsible Bidder or Bidders in succession.

B. The procedures for Contract awards shall be in compliance with the provisions of OARs adopted by the Owner.

C. The Owner reserves the right to reject all Bids and to waive minor informalities.

D. If an Agreement is to be awarded, it shall be made within 60 calendar days after the bid submission deadline.

E. 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 60 calendar days, whichever is the shorter amount of time.

F. 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.

1.08 WITHDRAWAL OF BID

A. At any time prior to the deadline, a Bidder may withdraw its Bid. This will not preclude the submission of another Bid by such Bidder prior to the deadline.

B. Any request to withdraw a Bid which is received after the Bid submission deadline will not be considered.

1.09 EXECUTION OF CONTRACT, AGREEMENT, PERFORMANCE BOND AND PAYMENT BOND

A. The Owner will provide the successful Bidder with Contract Documents within 10 calendar days after the award of the Contract. The Bidder shall be required to execute the Contract as provided, including a Performance Bond and a Payment Bond from a surety company licensed to do surety business in the State of Oregon (if required), within 20 calendar days after the award of the Contract.

1.10 SECURITY TO BE FURNISHED BY EACH BIDDER

A. Each Bid requiring bid security must be accompanied by either:

1. A Bid Bond described hereinafter, executed in favor of Owner, for an amount equal to 10 percent of the total Bid amount as a guarantee that if awarded the contract the Bidder will execute the contract and give a Performance Bond and Payment Bond as required, or
2. A cashier's check or a certified check drawn on a bank authorized to do business in the State of Oregon.

B. The Contractor's check or Bid Bond will be retained until the Contractor has entered into a Contract and furnished a 100 percent Performance Bond and 100 percent Payment Bond.

C. The Owner reserves the right to hold the Bid security as described in Section 1.07. Should the successful Bidder fail to execute and deliver the Contract as provided for in Section 1.07, 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 may be 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.

1.11 EXECUTION OF BID BOND

A. If the Bid requires bid security and the Bidder elects to utilize a Bid Bond as described in Section 1.10 in order to satisfy the Bid security requirements, such form must be completed in the following manner:

1. Bid Bonds must be executed on the PSU Bid Form, which will be provided to all prospective Bidders by the Owner.
2. The Bid Bond shall be executed on behalf of a bonding company licensed to do business in the State of Oregon.
3. In the case of a sole individual, the Bid Bond need only be executed as principal by the sole individual. In the case of a partnership, the Bid Bond must be executed by at least one of the partners. In the case of a corporation, the Bid 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 Bid Bond. In the case of a limited liability company/corporation ("LLC"), the Bid Bond must be executed by stating the official name of the LLC under which is placed the signature of a member authorized to sign on behalf of the LLC.
4. 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.

PART 2 – PRODUCTS, N/A

PART 3 – EXECUTION, N/A

END OF SECTION

SECTION 00 52 13 – SAMPLE PUBLIC IMPROVEMENT AGREEMENT

PSU PUBLIC IMPROVEMENT AGREEMENT #
PROJECT NAME:

Contractor:	**Name:**_____ Address:_____	Representative: _____ Email: _____ Phone: _____ CCB #: _____
Owner:	**Portland State University** PO Box 751, FAST-CAPS Portland, OR 97207	Contracts Representative: Paul Thomas Email: contracting@pdx.edu Phone: (503) 725-8459

Owner's authorized representative who shall be responsible for supervising the project and accepting the completed work: _____name, title, phone, email_____

This Agreement for _____ (the **"Agreement"**), entered into between **Portland State University** (hereinafter called **"Owner"**), and _____ (hereinafter called **"Contractor"**), individually the "Party" and collectively the "Parties", shall become effective on the date this Agreement has been signed by all the Parties (the **"Effective Date"**).

1. SCOPE OF WORK
LOCATION: Building, Address

ROOM# AND/OR LOCATION DESCRIPTION: _____

SCOPE: _____ as more specifically set out in the **Invitation for Bid (ITB) #_____,** issued _____, which is incorporated herein to this Agreement (the "**Work**"). The intent is that Contractor will furnish all materials, services, supervision, labor, supplies, tools, equipment and incidentals required to complete all activities necessary for a completed Project, consistent with all local, municipal and applicable Codes, according to the terms and conditions of this Agreement and the PSU General Conditions for Public Improvement.

The Contractor, in consideration of the sum of the Agreement Price, defined below, to be paid to the Contractor by Owner in the manner and at the time hereinafter provided, and subject to the terms and conditions provided for in the Instructions to Bidders and other Agreement Documents (as defined in the PSU General Conditions For Public Improvement referenced within the Instructions to Bidders), all of which are incorporated herein by reference, hereby agrees to perform all Work described and reasonably inferred from the Agreement Documents. The Agreement Price is the amount includes the Base Bid [*adjusted for Alternates* **[Identify accepted Alternates]]**, as indicated in the accepted Bid. The following documents are incorporated by reference in this Agreement and made a part hereof if checked for inclusion [X]:

[x] Invitation for Bid # __ and issue date
[x] Performance Bond and Payment Bond
[x] Prevailing Wage Rates -
Identified in Section 7 below
[x] Bid Bond
[x} Addenda numbered 1-XX
[x] Bid dated _____

2. COMPENSATION
The Owner shall compensate Contractor for completion of the Work in accordance with the requirements of the July 1, 2014 PSU General Conditions for Public Improvement, in the **firm, fixed-price** maximum compensation amount of **$ _____** (the "Agreement Price"). No reimbursable expenses shall be paid.
on a **time and materials** basis subject for a maximum compensation not-to-exceed amount of **$ _____** (the "Agreement Price").

Invoice charges shall not exceed rates listed in **Exhibit B**, Rates. Receipts are required for permits, subcontractors, and other charges as requested by Owner. Invoice must show itemized expenses. Percentage charges for insurance, materials, etc. shall not be allowed. If Work is completed in multiple buildings, invoices must separate cost by building.

Retainage in the amount of 5% shall be withheld. Contractor shall show current and total retainage amounts on invoices.

Invoices must include the above Agreement number and must either be emailed to projinv@pdx.edu or mailed to Portland State University, PO Box 751 Mailstop FAST-BAS, Portland, OR 97207.

3. REPRESENTATIVES

Contractor has named **(Insert Name)** its' Authorized Representative to act on its behalf. Owner designates, or shall designate, its Authorized Representative as indicted below (check one):

A. [ ] Unless otherwise specified in the Agreement Documents, the Owner designates **(Insert Name)** as its Authorized Representative in the administration of this Agreement. The above-named individual shall be the initial point of contact for matters related to Agreement performance, payment authorization, and to carry out the responsibilities of the Owner.

B. [ ] Name of Owner's Authorized Representative shall be submitted by Owner in a separate writing.

4. KEY PERSONS

Contractor's personnel indicated below are specifically valuable to the Project ("Key Persons"). Key Persons shall not be replaced during the Project without the written consent of Owner, which shall not be unreasonably withheld. If Contractor intends to substitute personnel, Owner shall receive the request at least 15 days prior to the effective date of substitution. When replacements have been approved by Owner, Contractor shall provide a transition period of at least 10 working days during which the original and replacement personnel shall be working on the Project concurrently. Upon authorization for the replacement of a Key Person, all subsequent substitutions of that Key Person shall require Owner's written consent in accordance with this Section. The Key Persons for this Project are the following:

Project Executive: _____ shall be CONTRACTOR's Project Executive, and will provide oversight and guidance throughout the Project term.

Project Manager: _____ shall be CONTRACTOR's Project Manager and will participate in all meetings throughout the Project term.

Job Superintendent: _____ shall be CONTRACTOR's on-site Job Superintendent throughout the Project term.

Project Engineer: _____ shall be CONTRACTOR's Project Engineer, providing assistance to the Project Manager, and subcontractor and supplier coordination throughout the Project term.

5. AGREEMENT TERM

No billable work can proceed prior to the Effective Date (as defined above). The Substantial Completion of Work shall occur before or on _____ and the Final Completion of Work shall occur before or on _____. No work shall take place after _____ unless approved in writing by Owner.

6. SPILL AND LEAK RESPONSIBILITIES

Contractor is solely responsible for any and all spills, breakage, discharges, or leaks (collectively, a **"Release"**) during the performance of this Agreement to the extent any such Release is caused by the actions of Contractor's, it's agents, employees, or subcontractors. The Contractor agrees to reasonably warn and evacuate those persons who may be affected by the Release. Contractor shall clean up such any Release to the satisfaction of the appropriate state

authorities, and in a manner that complies with applicable federal, state, and local laws and regulations. The cleanup shall be at no cost to PSU. In the event of a Release, the Contractor shall immediately notify the PSU Contact.

A written follow-up report shall be submitted to the PSU Contact not later than seven (7) days after the original, verbal report. The written report shall be in narrative form and, at a minimum, include the following:

a. Detailed and complete description of the Release, including, without limitation, identification of the type of substance or material and amount released.
b. Whether the Release is EPA/state reportable, and, if so, whether it was reported.
c. Exact time and location of Release, including a description of the area involved.
d. Containment procedures initiated.
e. Summary of any communications Contractor has had with other government officials, the press, or other media.
f. Description of clean-up procedures employed or to be employed at the site, including, without limitation, disposal location of the released substance or material.

7. LIQUIDATED DAMAGES

Failure to complete the Work by the time specified in this Agreement will result in actual damages to the Owner. Since actual damages will be difficult or impossible to determine, it is agreed that the Contractor shall pay Owner, not as a penalty but as liquidated damages (Insert Dollar Value) per Day for each Day elapsed in excess of the Substantial Completion Date.

8. TAX COMPLIANCE

By signature on this Agreement, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Contractor and that Contractor is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon tax laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250, ORS Chapters 118, 314, 316, 317, 318, 321 and 323; the elderly rental assistance program under ORS 310.630 to 310.706; and local taxes administered by the Oregon Department of Revenue under ORS 305.620.

9. INSURANCE REQUIREMENTS

Contractor shall comply with and obtain the insurance coverage amounts stated in the PSU General Conditions for Public Improvement.

The Owner has determined that the Contractor shall obtain insurance in the amount described in the Supplemental General Conditions, attached hereto.

10. BOLI

Prevailing Wage Rates requirements apply to this Project. 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, 2025, as amended April 5, 2025**, 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. 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.

The required certified payroll reports, for the period invoiced, must be sent with the invoices and include the above Agreement number. All documents must be emailed to projinv@pdx.edu.

11. CERTIFICATION

Contractor certifies that it is licensed by the Construction Contractors Board or the State Landscape Contractors Board and shall be, throughout the period of the Agreement, licensed by the State of Oregon to do the type of Work required under terms of the Agreement. Each Proposer further certifies that it is skilled, experienced and regularly engaged in the general class and type of Work required in this Agreement and that it is competent, knowledgeable and has special skills on the nature, extent, hazards, and inherent conditions of the Work to be performed. Contractor further certifies that it has the skill, experience, workforce, and resources to satisfactorily perform such Work.

12. COUNTERPARTS

This Agreement may be executed in several counterparts, all of which when taken together shall constitute an agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed shall constitute an original.

13. EQUAL EMPLOYMENT COMPLIANCE REQUIREMENT; COMPLIANCE WITH PSU POLICIES

By signing this Agreement, the Contractor 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 PSU upon request for purposes of investigation to ascertain compliance with the foregoing.

Pursuant to PSU Standard 580-061-0030, by signing this Agreement, the Contractor certifies that it has not discriminated against Minority, Women or Emerging Small Business Enterprises in obtaining any required subcontracts.

The Contractor and its personnel performing Work under this Agreement are required to fully comply with all applicable policies, rules, and regulations of PSU including the policies below. It is the Contractor's responsibility to ensure its personnel fully observe these policies and other applicable policies. Any violation of PSU regulations by the Contractor or Contractor's personnel shall result in appropriate disciplinary actions, up to and including termination of the Contract for cause.

a. Prohibited Discrimination and Harassment
   PSU is committed to providing all students, faculty and staff an equal opportunity in education and employment and an environment free from discrimination, harassment and retaliation.
   https://www.pdx.edu/Prohibited Discrimination & Harassment Policy (Interim)
b. Equal Opportunity
   PSU supports equal opportunity in admissions, education, employment, housing, and use of facilities by prohibiting discrimination in those areas based on age, color, disability, marital status, national origin, race, religion or creed, sex or gender, gender identity or gender expression, sexual orientation, veteran status, or any other basis in law.
   http://www.pdx.edu/portland-state-university-mission
c. Professional Standards of Conduct
   It is the goal of PSU to maintain a safe, respectful, and productive environment for faculty, staff and students. This policy establishes guidelines for professional conduct on our campus.
   http://www.pdx.edu/hr/professional-standards-conduct

14. EQUITY AND DIVERSITY

Contractor shall, when applicable, have made good faith efforts to subcontract or establish joint ventures with or obtain materials to be used in performing the agreement from Minority, Women, and Emerging Small Business enterprises, as those terms are defined in ORS200.005.

15. CONFIDENTIAL INFORMATION

Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to Owner or the State of Oregon. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Agreement shall be deemed confidential information of Owner and of State ("Confidential Information"). Contractor agrees to hold

Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than in the performance of the Agreement, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor agrees that Contractor will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement, or at Owner's request, Contractor will turn over to Owner all documents, papers and other material in Contractor's possession which contain Confidential Information.

16. RECYCLED PRODUCTS

Contractor shall use recyclable products to the maximum extent economically feasible in the performance of this Agreement work set forth in this document.

17. SAFETY AND HEALTH REQUIREMENTS

Equipment and services supplied shall comply with all federal Occupational Safety and Health Administration (OSHA) requirements and with all Oregon safety and health requirements, including those of the State Workers' Compensation Department.

18. MERGER

The Agreement Documents constitute the entire agreement between the Parties. There are no other understandings, agreements or representations, oral or written, not specified herein regarding this Agreement.

Contractor, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

In witness whereof, **Portland State University** executes this Agreement and the Contractor does execute the same as of the Effective Date.

Contractor Name	**Portland State University**
_____	_____
Signature Date	Paul Thomas Date
_____	Director,
Printed Name	Contracting and Procurement Services
_____	
Title	

ATTACHMENT A
JULY 1, 2014 PSU GENERAL CONDITIONS FOR PUBLIC IMPROVEMENT

EXHIBIT A
SCOPE OF WORK

EXHIBIT B
RATES

BOLI Hourly Rates:

Job Title	Regular Rate (7am to 5pm)	After Hours (5pm to 7am)	Emergency Rates (Respond within 2 hours)
	$	$	$
	$	$	$
	$	$	$
	$	$	$
	$	$	$
	$	$	$
	$	$	$
	$	$	$
	$	$	$
	$	$	$

Non-BOLI Hourly Rates:

Job Title	Regular Rate (7am to 5pm)	After Hours (5pm to 7am)	Emergency Rates (Respond within 2 hours)
	$	$	$
	$	$	$
	$	$	$
	$	$	$
	$	$	$
	$	$	$
	$	$	$
	$	$	$
	$	$	$
	$	$	$

Reimbursable Expenses

All allowable expenses shall be reimbursed at fees or cost plus markups below.
Receipts are required for permits, subcontractors, and other charges as requested by Owner.
Invoices must show itemized expenses.
Percentage charges for insurance, materials, etc. shall not be allowed.

Description	Rate
Mobilization Fee	$ .00
Markup on Materials	%
Printing, photography, shipping, other direct expenses	At cost
Travel fees	Not reimbursable
Parking*	Not reimbursable
Mileage	Not reimbursable

*PSU assumes no responsibility or liability for parking violations or parking citations.