



**OREGON INSTITUTE OF TECHNOLOGY
NOTICE OF PUBLIC IMPROVEMENT CONTRACT OPPORTUNITY**

**INVITATION TO BID #2024-02
APPLIED BEHAVIORAL ANALYSIS (ABA) CLINIC RENOVATION
APRIL 1, 2024**

The Oregon Institute of Technology (“Oregon Tech”) is accepting sealed bids for the **Applied Behavioral Analysis (ABA) Clinic Renovation** project until **Tuesday, April 30, 2024, 1:00 PM, Pacific Time**, at the following location:

DELIVER BIDS TO:

Oregon Institute of Technology
Procurement & Contract Services
Owens Hall, Office 145
3201 Campus Drive
Klamath Falls, OR 97601

A **Mandatory Pre-Bid Conference** will be conducted on **Tuesday, April 16, 2024 at 1:00 PM, Pacific Time**. Bidders shall meet with Oregon Tech representatives in the Center for Excellence in Engineering Technology Building (CEET) – Presidents Conference Room No. 250 located at Oregon Institute of Technology, 3201 Campus Drive, Klamath Falls, OR 97601 for that purpose. Attendance will be documented through a sign-in sheet prepared by the Oregon Tech representative. Prime bidders who arrive more than five (5) minutes after the start time of the meeting (as stated in the solicitation and by the Oregon Tech representative’s watch) or after the discussion portion of the meeting (whichever comes first) shall not be permitted to sign in and will not be permitted to submit a bid on the project.

Bids will be opened and publicly read aloud on **Tuesday, April 30, 2024 at 1:15 PM, Pacific Time** in **Owens Hall, Office 145**, located at 3201 Campus Drive, Klamath Falls, OR 97601, by the designated Oregon Tech representative.

Bids will be received on a lump-sum basis for all of the Work. Bid packets may be obtained on the Oregon Public Universities Business and Bid Opportunities website located at:
<https://www2.wou.edu/nora/orpu.bid.home>.

Prevailing Wage Rates requirements apply to this Project because the maximum compensation for all Owner-contracted Work is more than \$50,000. Contractor and all subcontractors shall comply with the provisions of Oregon Revised Statutes (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. of the Oregon Tech General Conditions for Public Improvement. 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 RATES for Public Works Contracts in Oregon, April 5, 2024, which can be downloaded at the following web address:
<https://www.oregon.gov/boli/employers/Pages/prevailing-wage-rates.aspx>. The Work will take place in Klamath County, Oregon.

Oregon Tech encourages bids from Minority, Women, and Emerging Small Businesses.



**OREGON INSTITUTE OF TECHNOLOGY
PUBLIC IMPROVEMENT CONTRACT**

INSTRUCTIONS TO BIDDERS

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INSTRUCTIONS TO BIDDERS

The Oregon Institute of Technology Policies Chapter 580, Divisions 061 and 062 govern this solicitation process.

Article 1. Scope of Work

The work contemplated under this contract with the Oregon Institute of Technology, 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 Notice of Public Improvement Contract Opportunity, Instructions to Bidders, Supplemental Instructions to Bidders, Bid Form, Bid Bond, Public Improvement Agreement Form, Performance Bond, Payment Bond, Oregon Institute of Technology General Conditions for Public Improvement Contracts (2/1/2017), Supplemental General Conditions, Plans, Specifications and Drawings.

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. All Addenda will be posted to the Oregon Public Universities Business and Bid Opportunities website located at: <https://www2.wou.edu/nora/orpu.bid.home> and will become a part of the Project Manual. 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. Bid Bond

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 Oregon Institute of Technology, for an amount equal to ten percent (10%) 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 one hundred percent (100%) performance bond and one hundred percent (100%) 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 twenty (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 the 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 Institute of Technology 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."

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 Owner, 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 Notice of Public Improvement Contract Opportunity.

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.

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 the Oregon Institute of Technology Policies.

The Owner reserves the right to hold the bid and bid security of the three (3) 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 twenty (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 seven (7) calendar days after the completion of the award protest period. 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 seven (7) calendar days after receipt of the contract forms. The contract forms shall be delivered to the Owner in the number called for and to the location as instructed by the Owner.

Article 13. Recyclable Products

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

Article 14. Clarification or Protest of the Solicitation Document or Specifications

Any request for clarification or protest of the solicitation document or specifications must be submitted in the manner provided for in Oregon Institute of Technology Policy, Sections 580-061-0100 and 580-061-0145 to:

Vivian Chen, J.D.
Director of Procurement, Contracts, and Risk
27500 SW Parkway Ave.

Wilsonville, OR 97070
Phone: 503-821-1266
Email: Purchasing@oit.edu

A protest of the Solicitation Document must be received within five (5) business days of the issuance of the bid or within three (3) business days of issuance of an addendum.

Requests for clarification must be received no less than five (5) business days prior to the bid Closing Date.

Article 15. Protest of Intent to Award

Owner will name the apparent successful bidder in a "Notice of Intent to Award" letter. Identification of the apparent successful bidder is procedural only and creates no right in the named bidder to award of the contract. Competing bidders will be notified by publication of the Notice of Intent to Award on the Oregon Public Universities Business and Bid Opportunities website (<https://www2.wou.edu/nora/orpu.bid.home>) of the selection of the apparent successful bidder(s) and shall be given seven (7) calendar days from the date on the "Notice of Intent to Award" letter to review the file at the Purchasing and Contract Services office and file a written protest of award, pursuant to Policy 580-061-0145. Any award protest must be in writing and must be delivered by hand delivery, mail or email to the address for the Purchasing and Contract Services Office as listed in the Contact Information section of the bid.



**OREGON INSTITUTE OF TECHNOLOGY
PUBLIC IMPROVEMENT CONTRACT**

SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

**PROJECT: BID #2024-02 APPLIED BEHAVIORAL ANALYSIS (ABA) CLINIC
RENOVATION**

The following modifies the Oregon Institute of Technology (“Oregon Tech”) “Instructions to Bidders” for the above-named Project. Where a portion of the Instructions to Bidders has been modified by these Supplemental Instructions to Bidders, the unaltered portions shall remain in effect.

Good Faith Effort: The Oregon Institute of Technology has implemented a policy to increase participation by Historically Underrepresented Businesses. Historically Underrepresented Businesses are Oregon certified and self-identified minority, women and emerging small business as well as firms that are certified federally or by another state or entity with substantially the similar requirements of the State of Oregon.

Bidders must perform Good Faith Effort and submit **Form 1 and Form 2** for the Bidders Bid to be considered responsive. **Form 1 and Form 2** must be submitted within **two (2) hours** after the Closing Date and Time. Form 1 and Form 2 may be submitted by hand delivery to the location the Bid was due or may email the completed Forms to Purchasing@oit.edu. Good Faith Effort is a requirement of a prime contractor to reach out to at least three Historically Underrepresented Business Subcontractors for each Division of Work that will be subcontracted out and to complete the required forms. If fewer than three Historically Underrepresented Business Subcontractors are reasonably available for a particular division of work, the Bidder must specifically note the reason for there being fewer than three contacts. The outreach should be performed with sufficient time to give the subcontractors at least 5 calendar days to respond to the opportunity. Compliance with the Good Faith Effort and submission of Forms 1, 2 and 3 is a contractual requirement for final payment.

The sufficiency of the documentation or the performance of Good Faith Effort shall be in the sole determination of Oregon Tech. Only those Bidders that Oregon Tech has determined has not sufficiently performed Good Faith Effort shall have protest rights of the determination. No Bidder shall have protest rights of the sufficiency of any other Bidder completing Good Faith Effort.

Form 3 must be submitted with the project final pay application.



**OREGON INSTITUTE OF TECHNOLOGY
PUBLIC IMPROVEMENT CONTRACT**

BID BOND

BID #2024-02

PROJECT: APPLIED BEHAVIORAL ANALYSIS (ABA) CLINIC RENOVATION

We, _____ as “Principal,”
Name of Principal

and _____, a(n) _____ corporation,

authorized to transact Surety business in Oregon, as “Surety,” hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns to pay unto the Oregon Institute of Technology (“Obligee”) the sum of _____ dollars (\$ _____).

WHEREAS, the condition of the obligation of this bond is that Principal has submitted its proposal or bid to an agency of the Obligee in response to Obligee’s procurement document (**BID #2024-02**) for the project identified above which proposal or bid is made a part of this bond by reference, and Principal is required to furnish bid security in an amount equal to ten percent (10%) of the total amount of the bid pursuant to the procurement document.

NOW, THEREFORE, if the proposal or bid submitted by Principal is accepted, and if a contract pursuant to the proposal or bid is awarded to Principal, and if Principal enters into and executes such contract within the time specified in the Instructions to Bidders and executes and delivers to Obligee its good and sufficient Performance Bond and Payment Bond required by Obligee within the time fixed by Obligee, then this obligation shall be void; otherwise, it shall remain in full force and effect.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, we have caused this instrument to be executed and sealed by our duly authorized legal representatives this _____ day of _____, 20____.

PRINCIPAL: _____

By: _____

Signature

Official Capacity

Attest: _____

Corporation Secretary

SURETY: _____

[Add signatures for each surety if using multiple bonds]

BY ATTORNEY-IN-FACT:

[Power-of-Attorney must accompany each surety bond]

Name

Signature

Address

City

State

Zip

Phone

Fax

Email



OREGON INSTITUTE OF TECHNOLOGY
PUBLIC IMPROVEMENT CONTRACT

BID FORM

CAMPUS: Oregon Institute of Technology – Klamath Falls Campus
PROJECT: BID #2024-02 Applied Behavioral Analysis (ABA) Clinic Renovation
BID CLOSING: April 30, 2024, 1:00 PM, Pacific Time

FROM: _____
Name of Contractor

TO: Oregon Institute of Technology (“Owner”)
Procurement & Contract Services
Owens Hall, Office 145
3201 Campus Drive
Klamath Falls, OR 97601

1. The Undersigned (*Check one of the following and insert information requested.*):

- a. ☐ An individual doing business under an assumed name registered under the laws of the State of _____;
- b. ☐ A partnership registered under the laws of the State of _____;
- c. ☐ A corporation organized under the laws of the State of _____;
- d. ☐ A limited liability corporation organized under the laws of the State of _____;

hereby proposes to furnish all material, machinery, tools, and labor, and perform all work hereinafter indicated for the above Project in strict accordance with the Contract Documents for the Base Bid as follows:

_____ Dollars (\$_____)

and the Undersigned agrees to be bound by the following documents:

- | | |
|--|------------------------------------|
| • Notice of Contract Opportunity | • Instructions to Bidders |
| • Supplemental Instructions to Bidders | • Public Improvement Contract Form |
| • Bid Bond | • Performance Bond |
| • Payment Bond | • Plans and Specifications |
| • Supplemental General Conditions | • Prevailing Wage Rates |
| • Payroll and Certified Statement Form | • Oregon Tech General Conditions |
| • Drawings and Details | (v.02/01/2017) |

2. [RESERVED].

3. [RESERVED].

4. The work shall be completed within the time stipulated and specified in Division 1, Section 01 01 00 of the Specifications.

5. The Undersigned certifies that:

- a. This Bid has been arrived at independently and is being submitted without collusion with and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment or services described in the invitation to bid designed to limit independent bidding or competition; and
- b. The contents of the Bid have not been communicated by the Undersigned or its employees or agents to any person not an employee or agent of the Undersigned or its surety on any Bond furnished with the Bid and will not be communicated to such person prior to the official opening of the Bid.

6. The undersigned **HAS, HAS NOT** (*circle applicable status*) paid unemployment or income taxes in Oregon within the past 12 months and **HAS, HAS NOT** (*circle applicable status*) a business address in Oregon.

7. The Undersigned agrees, if awarded a contract, to comply with the provisions of ORS 279C.800 through 279C.870 pertaining to the payment of the prevailing rates of wage.

8. Contractor's Oregon Construction Contractors Board (CCB) registration number is _____, Expiration Date: _____. As a condition to submitting a bid, a Contractor must be registered with the Oregon Construction Contractors Board (CCB) in accordance with ORS 701.035 to 701.055 and disclose the registration number. Failure to register and disclose the number will make the bid unresponsive and it will be rejected, unless contrary to federal law.

9. The successful Bidder hereby certifies that all subcontractors who will perform construction work as described in ORS 701.005(2) were registered with the Construction Contractors Board in accordance with ORS 701.035 to 701.055 at the time the subcontractor(s) made a bid to work under the contract.

10. The successful Bidder hereby certifies that, in compliance with the Worker's Compensation Law of the State of Oregon, its Worker's Compensation Insurance provider is _____, Policy No. _____, and that Contractor shall submit Certificates of Insurance as required.

11. Contractor's Key Individuals for this Project (*Supply information as applicable.*):

a. Project Executive: _____ Phone: _____
Email: _____

b. Project Manager: _____ Phone: _____
Email: _____

c. Job Superintendent: _____ Phone: _____
Email: _____

d. Project Engineer: _____ Phone: _____
Email: _____

12. The Undersigned certifies that it has not discriminated against minority, women, or emerging small businesses in obtaining any subcontracts for this Project.

13. The Undersigned hereby identifies the following sources for specific tasks (indicate the subcontractor's name or "self-performed") and suppliers and products for the following specified materials (*use a separate page if necessary*).

a. _____

b. _____

c. _____

d. _____

14. Accompanying herewith is Bid Security, which is equal to ten percent (10%) of the total amount of the Basic Bid. The Undersigned agrees that the Bid Security accompanying the Bid is left in escrow with the CCB; that the amount thereof is the measure of liquidated damages which the Owner will sustain by the failure of the Undersigned to execute and deliver the above-named Agreement Form, Performance Bond, and Payment Bond, and, that if the Undersigned defaults in either executing the Agreement Form or providing the Performance Bond and Payment Bond within twenty (20) calendar days after receiving the Contract Documents, then the Bid Security may become the property of the Owner at the Owner's option; but if the Bid is not accepted within thirty (30) calendar days of the time set for the opening of the Bids, or if the Undersigned executes and timely delivers said Agreement Form, Performance Bond, and Payment Bond, the Bid Security shall be returned.

15. The Undersigned agrees, if awarded the Contract, to execute and deliver to the Owner, within twenty (20) calendar days after receiving the Contract forms, an Agreement Form, and a satisfactory Performance Bond and Payment Bond each in an amount equal to one hundred percent (100%) of the Contract sum, using forms provided by the Owner. The surety requested to issue the Performance Bond and Payment Bond will be:

(Name of Surety Company - Not Insurance Agency.)

The Undersigned hereby authorizes said surety company to disclose any information to the Owner concerning the Undersigned's ability to supply a Performance Bond and Payment Bond each in the amount of the Contract.

[Signature Page Follows.]

By signature below, Contractor agrees to be bound by this Bid.

NAME _____

ADDRESS _____

FEDERAL TAX ID _____

PHONE _____

EMAIL _____

SIGNATURE _____

Authorized Signature

Printed Name

******* END OF BID *******



OREGON INSTITUTE OF TECHNOLOGY
PUBLIC IMPROVEMENT CONTRACT
Contract #

THIS PUBLIC IMPROVEMENT CONTRACT (“Contract”) for the Project (“Project”) is made by and between the Oregon Institute of Technology (“Owner”) and (“Contractor,” and together with Owner, the “Parties”) and shall become effective on **[Contract Award Date]** or the date this Contract has been signed by all the Parties and all required Owner and State of Oregon governmental approvals have been obtained, whichever occurs later (“Effective Date”).

1. Contract Price, Contract Documents and Work.

The Contractor, in consideration of the sum of **[Contract Price] and 00/100 Dollars (\$.00)** (“Contract Price”), 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 Contract Documents (as defined in the Oregon Institute of Technology General Conditions for Public Improvement Contracts (02/01/2017) 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 Contract Documents. The Contract Price is the amount contemplated by the Base Bid adjusted for Alternates **[Identify Accepted Alternates]**, as indicated in the accepted Bid.

Also, the following documents are incorporated by reference in this Contract and made a part hereof if checked for inclusion [X]:

<input checked="" type="checkbox"/>	Oregon Tech General Conditions (02/01/2017)	<input checked="" type="checkbox"/>	Prevailing Wage Rates
<input checked="" type="checkbox"/>	Supplemental General Conditions	<input checked="" type="checkbox"/>	Performance Bond
<input checked="" type="checkbox"/>	Bid Bond	<input checked="" type="checkbox"/>	Payment Bond
<input checked="" type="checkbox"/>	Plans, Specifications and Drawings	<input checked="" type="checkbox"/>	Payroll and Certified Statement Form
<input checked="" type="checkbox"/>	BID #2024-02 Applied Behavioral Analysis (ABA) Clinic Renovation		

2. Representatives.

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

☒ Unless otherwise specified in the Contract Documents, the Owner designates as its Authorized Representative in the administration of this Contract. The above-named individual shall be the initial point of contact for matters related to Contract performance, payment, authorization, and to carry out the responsibilities of the Owner.

☐ Name of Owner’s Authorized Representative shall be submitted by Owner in a separate writing.

3. Key Persons.

The Contractor’s personnel identified below shall be considered Key Persons and shall not be replaced during the project without the written permission of Owner, which shall not be unreasonably withheld. If the Contractor intends to substitute personnel, a request must be given to Owner at least 30 days prior to the

intended time of substitution. When replacements have been approved by Owner, the 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. Once a replacement for any of these staff members is authorized, further replacement shall not occur without the written permission of Owner. The Contractor's project staff shall consist of the following personnel:

Project Executive: shall be the Contractor's project executive and will provide oversight and guidance throughout the project term.

Project Manager: shall be the Contractor's project manager and will participate in all meetings throughout the project term.

Job Superintendent: shall be the Contractor's on-site job superintendent throughout the project term.

Project Engineer: shall be the Contractor's project engineer, providing assistance to the project manager, and subcontractor and supplier coordination throughout the project term.

4. Contract Dates.

COMMENCEMENT DATE:	May 13, 2024
SUBSTANTIAL COMPLETION DATE:	October 31, 2024
FINAL COMPLETION DATE:	November 29, 2024

Time is of the essence for this Contract. It is imperative that the Work in this Contract reach Substantial Completion and Final Completion by the above specified dates.

5. Liquidated Damages.

The Contractor acknowledges that the Owner will sustain damages as a result of the Contractor's failure to substantially complete the Project in accordance with the Contract Documents. These damages may include, but are not limited to delays in completion, use of the Project, and costs associated with Contract administration and use of temporary facilities.

5.1 Liquidated Damages shall be as follows if the actual Substantial Completion exceeds the required date of Substantial Completion:

- 5.1.1. Seven Hundred Fifty and 00/100 Dollars (\$750.00) per calendar day ("Day") from Day 1 through Day 7 past the Substantial Completion date.
- 5.1.2. One Thousand Two Hundred and Fifty and 00/100 Dollars (\$1,250.00) per Day from Day 8 through Day 15 past the Substantial Completion date.
- 5.1.3. One Thousand Five Hundred and 00/100 Dollars (\$1,500.00) per Day from Day 16 and beyond.

6. Tax Compliance.

Contractor hereby affirms, under penalty of perjury, as provided in ORS 305.385(6), that to the best of Contractor's knowledge Contractor is not in violation of any of the tax laws described in ORS 305.380(4), which include 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. If this Contract is

executed, this information will be reported to the Internal Revenue Service (IRS). Information not matching IRS records could subject Contractor to backup withholding.

7. Debarment, Suspension, and Other Responsibility Matters.

By signature on this Contract, the undersigned hereby certifies that Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Contract by any federal department or agency, in accordance with 2 CFR 200.213, 2 CFR 200.214, and 2 CFR 180.

8. Confidential Information.

Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Contract, 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 Contract shall be deemed confidential information of Owner and of the State of Oregon ("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 otherwise use Confidential Information.

9. Counterparts.

This Contract 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 Contract so executed shall constitute an original.

10. Integration.

The Contract documents constitute the entire agreement between the parties. There are no other understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. Contractor, by the signature below of its authorized representative, hereby acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.

Contractor Information:

[Insert Contractor Name]

[Insert Contractor Address]

Contractor FEDERAL TAX ID # _____

Contractor CCB # _____

Expiration Date: _____

[Signature Page Follows.]

IN WITNESS WHEREOF, this Contract has been signed, as of the Effective Date, by the duly authorized representatives of the respective parties.

Oregon Institute of Technology

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____



**OREGON INSTITUTE OF TECHNOLOGY
PUBLIC IMPROVEMENT CONTRACT**

SUPPLEMENTAL GENERAL CONDITIONS

**PROJECT: BID #2024-02 APPLIED BEHAVIORAL ANALYSIS (ABA) CLINIC
RENOVATION**

The following modifies the February 1, 2017 Oregon Institute of Technology General Conditions for Public Improvement Contracts (“Oregon Tech General Conditions”) for this Contract. Except as modified below, all other terms and conditions of the Oregon Tech General Conditions shall remain in effect.

The following sections are added to Section D.2 - Delays:

D.2.4 DAMAGES FOR DELAY – LIQUIDATED DAMAGES

- (a) It is imperative that the Work in this Contract reach Substantial Completion by October 31, 2024, and as further required in the Plans and Specifications. The Contractor represents and agrees that the Substantial Completion date is reasonable, that it can meet the Substantial Completion date, and it has taken into account in its Offer the requirements of the Contract Documents, the location, the time allowed for the Work, local conditions, availability of materials, equipment, and labor, and any other factor which may affect performance of the Work.
- (b) If the Contractor fails to achieve Substantial Completion as specified above, then the Contractor and Owner agree that it would be extremely difficult to ascertain the damages incurred by Owner for the Contractor’s failure. Therefore, Owner and the Contractor agree that in lieu of actual damages for delay, the Contractor shall reimburse Owner a stipulated sum as identified in the below table. The Contractor further agrees the stipulated sum is not a penalty.

Days Post Substantial Completion Date	Stipulated Sum
1-7 Calendar Days	\$750.00 each Calendar Day
8-15 Calendar Days	\$1,250.00 each Calendar Day
16 Calendar Days and beyond	\$1,500.00 each Calendar Day

Likewise, if the Work does not reach Final Completion by November 29, 2024, as identified in Section 4 of the Contract, then the Contractor shall owe to the Owner, not as a penalty but as liquidated damages, the sum of One Thousand Five Hundred and 00/100 Dollars (\$1,500.00) per day for each and every calendar day of delay until Final Completion

GOOD FAITH EFFORT

As a condition of Contractor being awarded a Contract for this Project, Contractor must complete Good Faith Effort outreach and documentation as described in the Supplemental Instructions to Bidders of the Solicitation Document.

The Contractor may not change who is performing each Division of Work identified in Form 1 of the Good Faith Effort without the express written advance approval of Owner. This includes substituting identified subcontractors, self-performance of a Division of Work that was identified to be performed by a subcontractor, or the Contractor subcontracting a Division of Work that was identified to be self-performed by the Contractor.

Contractor shall be required to submit the completed Form 3 with its final pay application as a condition of final payment.

**OREGON INSTITUTE OF TECHNOLOGY
GOOD FAITH EFFORT
SUBCONTRACTOR AND SELF-PERFORM WORK LIST
(FORM 1)**

Prime Contractor Name:

Total Contract Amount:

Project Name: BID #2024-02 Applied Behavioral Analysis (ABA) Clinic Renovation

PRIME SELF-PERFORMING: Identify below **ALL** GFE Divisions of Work (DOW) to be self-performed. Good Faith Efforts are otherwise required.

DOW BIDDER WILL SELF-PERFORM <i>(GFE not required)</i>	

PRIME CONTRACTOR SHALL DISCLOSE AND LIST ALL SUBCONTRACTORS, including those M/W/ESBs that you intend to use on the project.


<u>LIST ALL SUBCONTRACTORS BELOW</u> Use <u>correct legal name</u> of Subcontractor	Division of Work (Painting, electrical, landscaping, etc.) List ALL DOW performed by Subcontractors	DOLLAR AMOUNT OF SUBCONTRACT	If Certified or self-reporting MBE/WBE/ESB Subcontractor Check box		
			MBE	WBE	ESB
Name Address City/St/Zip Phone# OCCB#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name Address City/St/Zip Phone# OCCB#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name Address City/St/Zip Phone# OCCB#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name Address City/St/Zip Phone# OCCB#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

GFE SUBCONTRACTOR AND SELF-PERFORM WORK LIST (FORM 1) cont'd

Prime Contractor Name:

Total Contract Amount:

Project Name: BID #2024-02 Applied Behavioral Analysis (ABA) Clinic Renovation

LIST ALL SUBCONTRACTORS BELOW Use <u>correct legal name</u> of Subcontractor	Division of Work (Painting, electrical, landscaping, etc.) List ALL DOW performed by Subcontractors	DOLLAR AMOUNT OF SUBCONTRACT	If Certified or self-reporting MBE/WBE/ESB Subcontractor Check box 		
			MBE	WBE	ESB
Name Address City/St/Zip Phone# OCCB#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name Address City/St/Zip Phone# OCCB#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name Address City/St/Zip Phone# OCCB#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name Address City/St/Zip Phone# OCCB#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name Address City/St/Zip Phone# OCCB#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name Address City/St/Zip Phone# OCCB#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name Address City/St/Zip Phone# OCCB#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

OREGON INSTITUTE OF TECHNOLOGY
GOOD FAITH EFFORT
M/W/ESB CONTACT / BIDS RECEIVED LOG
(FORM 2)

Prime Contractor:
Project: BID #2024-02 Applied Behavioral Analysis (ABA) Clinic Renovation

Prime Contractor must contact or endeavor to contact at least 3 M/W/ESB Subcontractors for each Division of Work. Prime Contractor shall record its contacts with M/W/ESB Subcontractors through use of this log (or equivalent) entering all required information. All columns shall be completed where applicable. Additional forms may be copied if needed.

NAME OF M/W/ESB SUBCONTRACTOR	Divisions of Work (Painting, electrical, landscaping, etc.)	Date Solicitation Letter / Fax Sent	PHONE CONTACT		BID ACTIVITY Check Yes or No			REJECTED BIDS (if bid received & not used)		Notes
					Will Bid	Bid Received	Bid Used	Bid Amount	Reason Not Used (Price, Scope or Other. If Other, explain in Notes>>)	
			Date of Call	Person Receiving Call						
					<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes			
					<input type="checkbox"/> No	<input type="checkbox"/> No	<input type="checkbox"/> No			
					<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes			
					<input type="checkbox"/> No	<input type="checkbox"/> No	<input type="checkbox"/> No			
					<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes			
					<input type="checkbox"/> No	<input type="checkbox"/> No	<input type="checkbox"/> No			
					<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes			
					<input type="checkbox"/> No	<input type="checkbox"/> No	<input type="checkbox"/> No			
					<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes			
					<input type="checkbox"/> No	<input type="checkbox"/> No	<input type="checkbox"/> No			
					<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes			
					<input type="checkbox"/> No	<input type="checkbox"/> No	<input type="checkbox"/> No			
					<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes			
					<input type="checkbox"/> No	<input type="checkbox"/> No	<input type="checkbox"/> No			

**OREGON INSTITUTE OF TECHNOLOGY
GOOD FAITH EFFORT
PROJECT COMPLETION REPORT
(FORM 3)**

Prime Contractor Name:

Total Contract Amount:

Project Name: BID #2024-02 Applied Behavioral Analysis (ABA) Clinic Renovation

Complete this form and submit with your request for final payment upon the project completion. Please list all subcontractors used for the project. Use additional sheets as necessary.

LIST ALL SUBCONTRACTORS BELOW Use <u>correct legal name</u> of Subcontractor	Division of Work (Painting, electrical, landscaping, etc.) List ALL DOW performed by Subcontractors	FINAL DOLLAR AMOUNT OF SUBCONTRACT	If Certified or self-reported MBE/WBE/ESB Subcontractor Check box <input checked="checked" type="checkbox"/>		
			MBE	WBE	ESB
Name Address City/St/Zip Phone# OCCB#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name Address City/St/Zip Phone# OCCB#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name Address City/St/Zip Phone# OCCB#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name Address City/St/Zip Phone# OCCB#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name Address City/St/Zip Phone# OCCB#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name Address City/St/Zip Phone# OCCB#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

BY SIGNING BELOW, I HEREBY CERTIFY THAT THE ABOVE LISTED FIRMS HAVE BEEN UTILIZED BY OUR COMPANY IN THE AMOUNTS REPRESENTED ABOVE AND THAT THE INFORMATION CONTAINED HEREIN IS COMPLETE AND ACCURATE.

Authorized Signature of Contractor Representative

Date



OREGON INSTITUTE OF TECHNOLOGY
PUBLIC IMPROVEMENT CONTRACT

PERFORMANCE BOND

BOND NO.: _____

BID #2024-02

PROJECT: APPLIED BEHAVIORAL ANALYSIS (ABA) CLINIC RENOVATION

_____ (Surety #1)	Bond Amount No. 1:	\$ _____
_____ (Surety #2)*	Bond Amount No. 2:*	\$ _____
	Total Penal Sum of Bond:	\$ _____

* If using multiple sureties

We, _____ as Principal, and the above identified Surety(ies), authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto the Oregon Institute of Technology, the sum of (Total Penal Sum of Bond) _____ (Provided, that we the Sureties bind ourselves in such sum “jointly and severally” as well as “severally” only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety); and

WHEREAS, the Principal has entered into a contract with the Oregon Institute of Technology, the plans, specifications, terms and conditions of which are contained in the above-referenced Solicitation; and

WHEREAS, the terms and conditions of the contract, together with applicable plans, standard specifications, special provisions, schedule of performance, and schedule of contract prices, are made a part of this Performance Bond by reference, whether or not attached to the contract (collectively, hereafter called “Contract”); and

WHEREAS, the Principal has agreed to perform the Contract in accordance with the terms, conditions, requirements, plans and specifications, and all authorized modifications of the Contract which increase the amount of the work, the amount of the Contract, or constitute an authorized extension of the time for performance, notice of any such modifications hereby being waived by the Surety.

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things undertaken by Contractor to be performed under the Contract, upon the terms set forth therein, and within the time prescribed therein, or as extended as provided in the Contract, with or without notice to the Sureties, and shall indemnify and save harmless the Oregon Institute of

Technology and its trustees, officers, employees and agents, against any direct or indirect damages or claim of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by the Principal or its subcontractors, and shall in all respects perform said contract according to law, then this obligation is to be void; otherwise, it shall remain in full force and effect.

Nonpayment of the bond premium will not invalidate this bond nor shall the Oregon Institute of Technology, be obligated for the payment of any premiums.

This bond is given and received under authority of ORS Chapters 279C and 351, the provisions of which hereby are incorporated into this bond and made a part hereof.

IN WITNESS WHEREOF, we have caused this instrument to be executed and sealed by our duly authorized legal representatives this _____ day of _____, 20____.

PRINCIPAL: _____

By: _____

Signature

Official Capacity

Attest: _____

Corporation Secretary

SURETY: _____

[Add signatures for each surety if using multiple bonds]

BY ATTORNEY-IN-FACT:

[Power-of-Attorney must accompany each surety bond]

Name

Signature

Address

City State Zip

Phone Fax

Email



**OREGON INSTITUTE OF TECHNOLOGY
PUBLIC IMPROVEMENT CONTRACT**

PAYMENT BOND

BOND NO.: _____

BID #2024-02

PROJECT: APPLIED BEHAVIORAL ANALYSIS (ABA) CLINIC RENOVATION

_____ (Surety #1)	Bond Amount No. 1:	\$ _____
_____ (Surety #2)*	Bond Amount No. 2:*	\$ _____
	Total Penal Sum of Bond:	\$ _____

** If using multiple sureties*

We, _____, as Principal, and the above identified Surety(ies), authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto the Oregon Institute of Technology, the sum of (Total Penal Sum of Bond) _____ (Provided, that we the Sureties bind ourselves in such sum “jointly and severally” as well as “severally” only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety), and

WHEREAS, the Principal has entered into a contract with the Oregon Institute of Technology, the plans, specifications, terms and conditions of which are contained in above-referenced Solicitation; and

WHEREAS, the terms and conditions of the contract, together with applicable plans, standard specifications, special provisions, schedule of performance, and schedule of contract prices, are made a part of this Payment Bond by reference, whether or not attached to the contract (all hereafter called “Contract”); and

WHEREAS, the Principal has agreed to perform the Contract in accordance with the terms, conditions, requirements, plans and specifications, and schedule of contract prices which are set forth in the Contract and any attachments, and all authorized modifications of the Contract which increase the amount of the work, or the cost of the Contract, or constitute authorized extensions of time for performance of the Contract, notice of any such modifications hereby being waived by the Surety.

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things by it undertaken to be performed under said Contract and any duly authorized modifications that are made, upon the terms set forth therein, and within the time prescribed therein, or as extended therein as provided in the Contract, with or without notice to the Sureties, and shall indemnify and save harmless the Oregon Institute of Technology and its trustees, officers, employees and agents, against any claim for direct or indirect damages of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by the Contractor or its subcontractors, and shall promptly pay all persons supplying labor, materials or both to the Principal or its subcontractors for prosecution of the work provided in the Contract; and shall promptly pay all contributions due the State

Industrial Accident Fund and the State Unemployment Compensation Fund from the Principal or its subcontractors in connection with the performance of the Contract; and shall pay over to the Oregon Department of Revenue all sums required to be deducted and retained from the wages of employees of the Principal and its subcontractors pursuant to ORS 316.167, and shall permit no lien nor claim to be filed or prosecuted against the State on account of any labor or materials furnished; and shall do all things required of the Principal by the laws of this State, then this obligation shall be void; otherwise, it shall remain in full force and effect.

Nonpayment of the bond premium will not invalidate this bond nor shall the Oregon Institute of Technology, be obligated for the payment of any premiums.

This bond is given and received under authority of ORS Chapters 279C and 351, the provisions of which hereby are incorporated into this bond and made a part hereof.

IN WITNESS WHEREOF, we have caused this instrument to be executed and sealed by our duly authorized legal representatives this _____ day of _____, 20____.

PRINCIPAL: _____

By: _____
Signature

Official Capacity
Attest: _____
Corporation Secretary

SURETY: _____
[Add signatures for each surety if using multiple bonds]

BY ATTORNEY-IN-FACT:
[Power-of-Attorney must accompany each surety bond]

Name

Signature

Address

City State Zip

Phone Fax

Email



**OREGON INSTITUTE OF TECHNOLOGY
PUBLIC IMPROVEMENT CONTRACT**

PROJECT INFORMATION

PLANS, SPECIFICATIONS AND DRAWINGS

**PROJECT: BID #2024-02 APPLIED BEHAVIORAL ANALYSIS (ABA) CLINIC
RENOVATION**

Project Completion: All Basic Bid Work may begin May 13, 2024 or as soon as the Notice to Proceed is issued and all Work must be fully completed prior to November 29, 2024. Oregon Tech will be closed on May 27, 2024; June 19, 2024; July 4, 2024; September 2, 2024; November 11, 2024; November 28-29, 2024 and no Work may be performed on those dates.

Time is of the essence for this Project. Please note the Liquidated Damages requirements as described in the Supplemental General Conditions.

Project Scope: This project is for the Applied Behavioral Analysis (ABA) Clinic Renovation. The ABA Clinic is located off site from the Oregon Tech campus at 200 Commercial Street, Klamath Falls, OR 97601.

Design Team: Soderstrom Architects, Ltc. is the architect/engineer of record for this Project.

Plans, Specifications, and Drawings:

- Soderstrom Architects, Ltc. – Oregon Tech ABA Clinic
- PBS Engineering and Environmental Inc. – Asbestos and Lead Paint Survey Report