

## SECTION 00 21 13

### INSTRUCTIONS TO BIDDERS

#### PART 1 GENERAL

##### 1.1 SUMMARY

- A. This construction will be carried out under one General Construction Agreement covering the construction work on this project. These Instructions To Bidders amend or supplement any other provisions of the Bidding and Contract Documents. This agreement includes all labor, materials, transportation, equipment and services necessary for and reasonably incidental to the completion of all work in connection with the project described in this Project Manual and all accompanying Drawings.

##### 1.2 RELATED DOCUMENTS

- A. Document 00 41 13 – Bid Proposal Form.
- B. Document 00 42 00 – Supplements to Bid Proposal Form:
  - 1. 00 42 00a Contractor's Qualification Form
  - 2. 00 42 00b Non-Collusion Affidavit
  - 3. 00 42 00c First Tier Subcontractor Disclosure Form
  - 4. 00 42 00d Resident/Non-Resident Bidder Status Form
  - 5. 00 42 00e Bid Bond
  - 6. 00 42 00f Performance Bond
  - 7. 00 42 00g Payment Bond
- C. Document 00 52 00 – Contract Agreement.
- D. Document 00 72 00 – General Conditions.

##### 1.3 DEFINITIONS

- A. Bidding Documents include the Instruction to Bidders, the Bid Form and the Contract Documents, including any Addenda issued prior to receipt of Bids. Addenda are written or graphic instruments issued prior to the Bid Date, which modify or interpret the Bidding Documents, including Drawings and Project Manual, by additions, deletions, clarifications or corrections. Addenda will become part of the Contract Documents when the Construction Contract is executed.
- B. *Architect or Engineer* – The person, firm, or corporation that prepared the drawings and specifications, or acts as a consultant to the Owner during the project, whether it be an architect or engineer.
- C. *Bidder* – One who submits a Bid directly to Owner, as Distinct from sub-bidder, who submits a price or quote to a Bidder.

- D. *Successful Bidder* – Lowest, responsible and responsive Bidder to whom Owner (on the basis of Owner’s evaluation as hereinafter provided) makes an award.

#### 1.4 DESCRIPTION OF BID ITEMS

- A. Refer to Section 01 10 00 – Summary of Work.

#### 1.5 QUALIFICATION OF BIDDERS

- A. To demonstrate qualifications to perform the WORK, Bidders must submit with the bid documents, evidence such as financial data, previous experience, present commitments and other such data as called for in the Bidder Qualification Forms – 00 42 00.
- B. Each Bid must contain evidence of Bidder’s qualification to do business in the State of Oregon.
- C. Bidders shall be qualified in conformance with ORS 279C.375.
- D. Nothing indicated herein will prejudice Owner’s right to seek additional pertinent information as is provided in paragraph 1.17 – Evaluation of Bids of this Section.
- E. Bidders and every subcontractor performing Work on the project must have filed with the Construction Contractors Board a public works bond in the amount of \$30,000 with a corporate surety authorized to do business in the State of Oregon before starting work on the project unless exempt under ORS 279C.836(7) or (8).

#### 1.6 LICENSING REQUIREMENTS

- A. A person, partnership, corporation, or joint venture shall have a current, valid license issued by the Oregon Construction Contractors Board, as required by ORS 701.055, prior to submitting a Bid to do WORK as a contractor or subcontractor.

#### 1.7 SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- A. ORS 279C.370 requires bidders for Public Improvement Projects exceeding \$100,000 to submit a disclosure form identifying first-tier Subcontractors that will furnish labor or labor and materials equal to 5 percent of the total Contract Price, but at least \$15,000; or \$350,000, regardless of percentage of the total Contract Price. If no Subcontractors are subject to disclosure requirements, “NONE” shall be indicated on the form to be provided. Subcontractor disclosure not submitted with Bid shall be submitted within **two working hours** of Bid Closing. If Bidder fails to submit disclosure form with information required and by the stated deadline, the Bid will be rejected.
- B. The definition of Subcontractor does not include Suppliers who provide material only.

## 1.8 WAGE RATES

- A. The WORK under these Bidding Documents is to be paid for by public funds; therefore In accordance with ORS 279C.840, the minimum prevailing wage rates published by the State Department of Labor are included as Section 00 73 43 – BOLI Prevailing Wage Rates.
- B. Oregon statues require that all Bids for public work, including those public work projects financed by federal funds and subject to the Davis Bacon Act, shall include a statement by the Bidder that ORS 279C.845 or 40 U.S.C. 276a will be complied with. The Bid Form in the Bidding Documents contains a statement of Bidder's declaration of compliance with ORS 279C.845 or 40 U.S.C. 276a, therefore the Bidders signing of the Bid From constitutes compliance with this Oregon Statue.
- C. The Owner will pay all Boli fees pursuant to ORS 279C.835,

## 1.9 HOURS OF LABOR

- A. Section 279C.520 and 540, Oregon Revised Statutes, provides that in all cases where labor is employed by State, County, School District, Municipality, Municipal Corporation or subdivision, through a Contractor, no person shall be required or permitted to labor more than ten (10) hours in any one day, nor more than 40 hours in any one week, except in the case of necessity, emergency or where public policy absolutely requires it, in which event the person or persons so employed for excessive hours shall receive at least one and one-half pay for all over time excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or for all overtime in excess of 10 hours in any one day or 40 hours in a week when the work week is four consecutive days, Monday through Friday; and all work performed on Saturdays and legal holidays specified in ORS 279C.540.

## 1.10 COMPLIANCE WITH LAWS

- A. In addition to specific statutory provisions cited, the contractor shall comply with all other applicable requirements of Chapter 279, Oregon Revised Statutes.

## 1.11 BIDDER'S REPRESENTATION

- A. Each bidder, by making ~~his~~a bid, represents that ~~he~~the bidder has read and understands the bidding documents, and has familiarized ~~himself~~themselves with the locale, site and conditions under which ~~his~~the work is to be performed. The signing of this bid by the contractor is an acceptance of the conditions at the site of the work upon which ~~his~~the contractor is bidding, and the contractor will be held responsible for the completion of all the necessary work in accordance with the Drawings and Specifications.
- B. Complete sets of bidding documents shall be used in preparing bids. The owner does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of bidding documents.

## 1.12 INTERPRETATION OF CONTRACT DOCUMENTS

- A. If any person contemplating the submission of a bid for the proposed construction, finds discrepancies in, or omissions from, or is in doubt as to the true meaning of any part of the Drawings and Specifications, or forms of ~~contact~~contract documents, ~~he~~they shall make a written request for an interpretation thereof, at least seven (7) calendar days previous to the date on which bids are to be opened. The Owner or project architect/engineer will issue any interpretation or correction as an addendum. Only a written interpretation or correction by addendum shall be binding.

## 1.13 APPROVAL OF MATERIALS

- A. Each bidder represents that ~~his~~their bid is based upon the materials, services and equipment described in the bidding documents unless a substitution is approved in writing by the Architect or Owner's representative per section 1.14 below.

## 1.14 SUBSTITUTION REQUESTS

- A. Substitution Requests may be submitted for Architect's Review. Requests shall be submitted seven (7) days prior to the Bid Date. Such requests shall include the name of the material or equipment for which it is to substitute and a complete description of the proposed substitution including, drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other materials, equipment, assemblies or other portions of the Work including changes in the work of other contracts that incorporation of the proposed substitution would require should be included. The burden of proof of the merit of the proposed substitution is upon the proposer. Evaluation criteria including but are not limited to: materials, size, configuration, texture, finish and color. The Architect's decision of approval or disapproval of the proposed substitution shall be final. See Section 01 60 00 - Product Requirements.

**B. Substitution requests must be submitted from a bidding General Contractor.**

## 1.15 SUBMISSION OF BID

- A. All bids must be prepared on the Bid Proposal Form provided in this Project Manual and submitted in accordance with the Instruction to Bidders. A bid is invalid if it has not been deposited at the designated location prior to the time and date for receipt of Bids indicated in this manual, or prior to any extensions thereof issued to the Bidders.
- B. Unless otherwise provided in any supplement to these Instructions to Bidders, no Bidder shall modify, withdraw, or cancel a Bid or any part thereof for **sixty (60)** days after the time designated for the receipt of the Bids in this manual. Prior to receipt of Bids, Addenda will be mailed or delivered to each Plan holder. Enclose the Bid Form with attachments in a sealed envelope with the following address and identification on the face:

Howard M. Terpenning Recreation Complex: Pickleball Facility  
Tualatin Hills Park & Recreation District  
Fanno Creek Service Center  
6220 SW 112th Avenue, Suite 100  
Beaverton, Oregon 97008

**Name of Bidder**

Bid For: Howard M. Terpenning Recreation Complex: Pickleball Facility

**1.16 BID SECURITY, BONDS, AND INSURANCE**

- A. Each bid shall be accompanied by a Surety bond, Cashier's Check or Certified Check in an amount equal to ten percent (10%) of the total Bid amount. Said check or bond shall be made payable to Tualatin Hills Park and Recreation District and shall be given as a guarantee that the Bidder, if awarded the WORK, will enter into an Agreement with the Owner, and will promptly furnish the necessary insurance certificates, Payment Bond, and Performance Bond. The successful bidder will execute and deliver to the Owner, a Payment and Performance bond in an amount equal to the full contract price.
- B. The Owner reserves the right to hold the Bid Security of the two lowest responsible Bidders until a Contract is signed, or for 60 calendar days, whichever is less. All other Bid Security will be returned as soon as practical. Any bidder refusing to enter into a Contract and to furnish specified Bonds within five calendar days after notification that their bid has been accepted, shall forfeit the Security to the Owner as liquidated damage, but not as a penalty. Bids rejected by the Bid Irregularity Guidelines as stated in this Section shall not cause forfeiture of the Bid Security by the Bidder.

**1.17 EVALUATION OF BIDS**

- A. Owner will evaluate Bids to determine which responsible Bidder has made the lowest responsive Bid. Owner will make this evaluation in accordance with the Bidding Documents and applicable law. Owner may reject a Bid when it is in the public interest to do so, or when Owner finds the Bidder is not responsible, as that term is used in any applicable Owner's Purchasing Rules and ORS 279C.375. Owner may also reject Bids for Bidders declared ineligible under ORS 279C.860, or from Bidders listed as not qualified by the State of Oregon Contractors Board, from Bidders that have not met the requirements of ORS 279A.105 or for other circumstances that indicate acceptance of the Bid may impair the integrity of the selection process.

- B. Owner reserves its right to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, non-responsive, unbalanced or conditional Bids, and to reject the Bid or any Bidder if Owner believes that it would not be in the public interest to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Owner reserves the right to reject all bids and rebid the Project if in the public interest in accordance with ORS 279C.395. Owner also reserves the right to waive all informalities not involving price, time, or otherwise provided in the Bidding Documents.
- C. The ~~owner~~ Owner reserves the right to reject any or all bids as permitted by the Oregon Revised Statute or Administrative Rule and to consider the competency and responsibility of the Bidders and of their proposed subcontractors in making the award.
- D. In evaluating Bids, Owner will consider the qualifications of Bidders, whether or not the Bids comply with the prescribed requirements, and such alternatives, unit process, and other data, as may be requested in the Bid Form or prior to the Notice of Award. Owner shall have the rights to accept alternatives in any order or combination, unless otherwise provided in the Bidding Documents.
- E. Owner may conduct such investigations as Owner deems necessary to assist in Bid evaluation and to establish responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, and other person and organizations to execute WORK in accordance with the Bidding Documents to Owner's satisfaction within the prescribed time.
- F. If, at the time this Contract is to be awarded, the total of the lowest acceptable Bid exceeds the funds then estimated by the Owner as available, the Owner may reject all Bids or take such other action as best serves the Owner's interests.
- G. In the event of failure of the Successful Bidder to sign the Agreement and provide acceptable Performance and Payment Bond(s), insurance certificate(s), and other required documents, the Owner may award the Contract to the next lowest responsive, responsible bidder.

#### 1.18 FORM OF AGREEMENT

- A. THPRD's Public Improvement Contract Document 00 52 13 will be used.
- B. The Contract shall contain a provision that the Contractor shall pay and perform according to the conditions required by ORS 279C.505, 279C.515, 279C.520, and 279C.830.

#### 1.19 PROHIBITIONS OF ALTERATIONS (BID FORM)

- A. Except as otherwise provided herein, Bids that are incomplete or are conditioned in any way, contain erasures, alterations, or items not called for in the Bid or are not in conformity with the law, may be rejected by the Owner as informal. The Bid Form invites Bids on definite Drawings and Project manual. Only the amounts and information asked for in the Bid form will be considered as the Bid. Each Bidder shall Bid upon the Work exactly as specified and as provided in the Bid Form.

#### 1.20 SCHEDULE OF VALUES

- A. Upon request by the Owner or Architect, the selected Bidder shall, within seven (7) days thereafter submit to the Architect a Schedule of Values of various parts of the work, including quantities and the amount aggregating the total sum of the Contract. With each application for payment, the contractor shall furnish a detailed statement comprising various items, which represent the total amount of work completed to the date upon which application for payment is made. No application for payment will be considered unless accompanied by such a statement.

#### 1.21 BID IRREGULARITY GUIDELINES

- A. Guidelines for handling Bid Irregularities developed and agreed upon by the Oregon AIA-AGC Joint Cooperative Committee.
- B. Substantial Bid Irregularities Requiring Rejection of Bid:
  - 1. Bids not submitted on specified form or altered in form by bidder.
  - 2. Unsigned Bids.
  - 3. Bids by non-qualified entities where qualification was required.
  - 4. Condition of a Bid or bid item contrary to the specified requirements of bid items or Bidding Documents.
  - 5. Bids which have items omitted by the bidder. An unresponsive bid on a deductive alternate will disqualify a bid.
  - 6. Post bid monetary modification of bids due to provable mistakes in fact.
  - 7. Post bid refusal to submit to specified bidding requirements such as Wages, Non-Collusion, or Subcontractor Listing.
  - 8. Altering a bid as to specified time of commencement or completion of work.
  - 9. Bids not received prior to specified deadline.

#### 1.22 EQUAL EMPLOYMENT COMPLIANCE REQUIREMENT

- A. By submitting this Bid, the Bidder certifies conformance with the applicable Federal Acts, Executive Orders, and Oregon Statutes and Regulations concerning Affirmative Action toward equal employment opportunities. All information and reports required by the Federal or Oregon governments having responsibility for the enforcement of such laws shall be supplied to the Owner upon request, for purposes of investigation to ascertain compliance with such acts, regulations and orders.

#### 1.23 SCHEDULE

- A. As shown in Advertisement for Bid Section 00 11 13.

1.24 SITE EXAMINATION

- A. Examine the project site before submitting a bid.
- B. The project site is open for examination by bidders.

END OF INSTRUCTIONS TO BIDDERS