

University of Missouri

INFORMATION FOR BIDDERS

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**1. Contract Documents**

**1.1** Drawings, specifications, and other contract documents, pursuant to work which is to be done, may be obtained shown in the Advertisement for Bids and Special Conditions.

**2. Bidder Obligations**

**2.1** Before submitting bids each bidder shall carefully examine the drawings and specifications and related contract documents, visit site of work and fully inform themselves as to all existing conditions, facilities, restrictions and other matters which can affect the work or the cost thereof.

**2.2** Each bidder shall include in their bid the cost of all work and materials required to complete the contract in a first-class manner as hereinafter specified.

**2.3** Failure or omission of any bidder to receive or examine any form, instrument, addendum, or other document, or to visit the site and acquaint themselves with existing conditions, shall in no way relieve them from any obligation with respect to their bid or contract, and no extra compensation will be allowed by reason of any thing or matter concerning which bidder should have fully informed themselves prior to bidding.

**2.4** Submission of bids shall be deemed acceptance of the above obligations and each and every obligation required to be performed by all of the contract documents in the event the bid is accepted.

**3. Interpretation of Documents**

**3.1** If any prospective bidder is in doubt as to the true meaning of any part of the drawings and specifications or contract documents, they shall submit a written request to the Architect for an interpretation.

**3.2** Requests for such interpretations shall be delivered to the Architect at least one (1) week prior to time for receipt of bids.

**3.3** Bids shall be based only on interpretations issued in the form of addenda mailed to each person who is on the Architect's record as having received a set of the contract documents.

**4. Bids**

**4.1** Bids shall be received separately or in combination as shown in and required by the Bid for Lump Sum contract. Bids will be completed so as to include insertion of amounts for alternate bids, unit prices and cost accounting data.

**4.2** Bidders shall apportion each base bid between various phases of the work, as stipulated in the Bid for Lump Sum contract. All work shall be done as defined in the specifications and as indicated on the drawings.

**4.3** Bids shall be presented in sealed envelopes which shall be plainly marked "Bids for (indicate name of project from cover sheet)", and mailed or delivered to the building and room number specified in the Advertisement for Bids. Bidders shall be responsible for actual delivery of bids during business hours, and it shall not be sufficient to show that a bid was mailed in time to be received before scheduled closing time for receipt of bids, nor shall it be sufficient to show that a bid was somewhere in a university facility.

**4.4** The bidder's price shall include all federal sales, excise, and similar taxes, which may be lawfully assessed in connection with their performance of work and purchase of materials to be incorporated in the work. City & State taxes shall not be included as defined within Article 3.16 of the General Conditions for Construction Contract included in the contract documents.

**4.5** Bids shall be submitted on a single bid form, furnished by the Owner or Architect. Do not remove the bid form from the specifications.

**4.6** No bidder shall stipulate in their bid any conditions not contained in the bid form.

**4.7** The Owner reserves the right to waive informalities in bids and to reject any or all bids.

## **5. Modification and Withdrawal of Bids**

**5.1** The bidder may withdraw their bid at any time before the scheduled closing time for receipt of bids, but no bidder may withdraw their bid after the scheduled closing time for receipt of bids.

**5.2** Only telegrams, letters and other written requests for modifications or correction of previously submitted bids, contained in a sealed envelope which is plainly marked "Modification of Bid on (name of project on cover sheet)," which are addressed in the same manner as bids, and are received by Owner before the scheduled closing time for receipt of bids will be accepted and bids corrected in accordance with such written requests.

## **6. Signing of Bids**

**6.1** Bids which are signed for a partnership shall be **manually** signed in the firm name by at least one partner, or in the firm name by Attorney-in-Fact. If signed by Attorney-in-Fact there should be attached to the bid, a Power of Attorney evidencing authority to sign the bid dated the same date as the bid and executed by all partners of the firm.

**6.2** Bids that are signed for a corporation shall have the correct corporate name thereon and the signature of an authorized officer of the corporation manually written below corporate name. Title of office held by the person signing for the corporation shall appear below the signature of the officer.

**6.3** Bids that are signed by an individual doing business under a firm name, shall be manually signed in the name of the individual doing business under the proper firm name and style.

**6.4** Bids that are signed under joint venture shall be manually signed by officers of the firms having authority to sign for their firm.

## **7. Bid Security**

**7.1** Each bid shall be accompanied by a bid bond, certified check, or cashier's check, acceptable to and payable without condition to The Curators of the University of Missouri, in an amount at least equal to five percent (5%) of bidder's bid including additive alternates.

**7.2** Bid security is required as a guarantee that bidder will enter into a written contract and furnish a performance bond within the time and in form as specified in these specifications; and if successful bidder fails to do so, the bid security will be realized upon or retained by the Owner. The apparent low bidder shall notify the Owner in writing within 48 hours (2 work days) of the bid opening of any circumstance that may affect the bid security including, but not limited to, a bidding error. This notification will not guarantee release of the bidder's security and/or the bidder from the Bidder's Obligations.

**7.3** If a bid bond is given as a bid security, the amount of the bond may be stated as an amount equal to at least five percent (5%) of the bid, including additive alternates,

described in the bid. The bid bond shall be executed by the bidder and a responsible surety licensed in the State of Missouri with a Best's rating of no less than A-/XI.

**7.4** It is specifically understood that the bid security is a guarantee and shall not be considered as liquidated damages for failure of bidder to execute and deliver their contract and performance bond, nor limit or fix bidder's liability to Owner for any damages sustained because of failure to execute and deliver the required contract and performance bond.

**7.5** Bid security of the two (2) lowest and responsive Bidders will be retained by the Owner until a contract has been executed and an acceptable bond has been furnished, as required hereby, when such bid security will be returned. Surety bid bonds of all other bidders will be destroyed and all other alternative forms of bid bonds will be returned to them within ten (10) days after Owner has determined the two (2) lowest and responsive bids.

## **8. Bidder's Statement of Qualifications**

**8.1** Each bidder submitting a bid shall present evidence of their experience, qualifications, financial responsibility and ability to carry out the terms of the contract by completing and submitting with their bid the schedule of information set forth in the form furnished in the bid form.

**8.2** Such information, a single copy required in a separate sealed envelope, will be treated as confidential information by the Owner, within the meaning of Missouri Statue 610.010.

**8.3** Bids not accompanied with current Bidder's Statement of Qualifications may be rejected.

## **9. Award of Contract**

**9.1** The Owner reserves the right to let other contracts in connection with the work, including, but not by way of limitation, contracts for furnishing and installation of furniture, equipment, machines, appliances, and other apparatus.

**9.2** In awarding the contract, the Owner may take into consideration the bidder's, and their subcontractor's, ability to handle promptly the additional work, skill, facilities, capacity, experience, ability, responsibility, previous work, financial standing of bidder, and the bidder's ability to provide the required bonds and insurance; quality, efficiency and construction of equipment proposed to be furnished; period of time within which equipment is proposed to be furnished and delivered; success in achieving the specified Supplier Diversity goal, or demonstrating a good faith effort as described in Article 15; necessity of prompt and efficient completion of work herein described, and the bidder's status as suspended or debarred. Inability of any bidder to meet the requirements mentioned above may be cause for rejection of their bid.

## **10. Contract Execution**

**10.1** The Contractor shall submit within fifteen (15) days from receipt of notice, the documents required in Article 9 of the General Conditions for Construction Contract included in the contract documents.

**10.2** No bids will be considered binding upon the Owner until the documents listed above have been furnished. Failure of Contractor to execute and submit these documents within the time period specified will be treated, at the option of the Owner, as a breach of the bidder's bid security under Article 7 and the Owner shall be under no further obligation to Bidder.

## **11. Contract Security**

**11.1** When the Contract sum exceeds \$50,000, the Contractor shall procure and furnish a Performance bond and a Payment bond in the form prepared by Owner. Each bond shall be in the amount equal to one hundred percent (100%) of the contract sum, as well as adjustments to the Contract Sum. The Performance Bond shall secure and guarantee Contractor's faithful performance of this Contract, including but not limited to Contractor's obligation to correct defects after final payment has been made as required by the Contract Documents. The Payment Bond shall secure and guarantee payment of all persons performing labor on the Project under this Contract and furnishing materials in connection with this Contract. These Bonds shall be in effect through the duration of the Contract plus the Guaranty Period as required by the Contract Documents.

**11.2** The bonds required hereunder shall be meet all requirements of Article 11 of the General Conditions for Construction Contract included in the contract documents.

**11.3** If the surety of any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to conduct business in the State of Missouri is terminated, or it ceases to meet the requirements of this Article 11, Contractor shall within ten (10) days substitute another bond and surety, both of which must be acceptable to Owner. If Contractor fails to make such substitution, Owner may procure such required bonds on behalf of Contractor at Contractor's expense.

## **12. Time of Completion**

**12.1** Contractors shall agree to commence work within five (5) days of the date "Notice to Proceed" is received from the Owner, and the entire work shall be completed by the completion date specified or within the number of consecutive calendar days stated in the Special Conditions. The duration of the construction period, when specified in consecutive calendar days, shall begin when the contractor receives notice requesting the documents required in Article 9 of the General Conditions for Construction Contract included in the contract documents.

## **13. Number of Contract Documents**

**13.1** The Owner will furnish the Contractor a copy of the executed contract and performance bond.

**13.2** The Owner will furnish the Contractor the number of copies of complete sets of drawings and specifications for the work, as well as, clarification and change order drawings pertaining to change orders required during construction as set forth in the Special Conditions.

## **14. Missouri Products and Missouri Firms**

**14.1** The Curators of the University of Missouri have adopted a policy which is binding upon all employees and departments of the University of Missouri, and which by contract, shall be binding upon independent contractors and

subcontractors with the University of Missouri whereby all other things being equal, and when the same can be secured without additional cost over foreign products, or products of other states, a preference shall be granted in all construction, repair and purchase contracts, to all products, commodities, materials, supplies and articles mined, grown, produced and manufactured in marketable quantity and quality in the State of Missouri, and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Each bidder submitting a bid agrees to comply with, and be bound by the foregoing policy.

## **15. SUPPLIER DIVERSITY**

### **15.1 Award of Contract**

The Supplier Diversity participation goal for this project is stated on the Bid for Lump Sum Contract Form, and the Owner will take into consideration the bidder's success in achieving the Supplier Diversity participation goal in awarding the contract. Inability of any bidder to meet this requirement may be cause for rejection of their bid.

The University will grant a three (3) point bonus preference to a Missouri based, certified Service Disabled Veteran Enterprise (SDVE) bidder as defined in Article 1 – (Supplier Diversity Definitions) of the General Conditions of the Contract for Construction included in the contract documents.

### **15.2 List of Supplier Diversity Firms**

**15.2.1** The bidder shall submit as part of their bid a list of diverse firms performing as contractor, subcontractors, and/or suppliers. The list shall specify the single designated diverse firm name and address. If acceptance or non-acceptance of alternates will affect the designation of a subcontractor, provide information for each affected category.

**15.2.2** Failure to include a complete list of diverse firms may be grounds for rejection of the bid.

**15.2.3** The list of diverse firms shall be submitted in addition to any other listing of subcontractors required in the Bid for Lump Sum Contract Form.

### **15.3 Supplier Diversity Percentage Goal**

The bidder shall have a minimum goal of subcontracting with diverse contractors, subcontractors, and suppliers, the percent of contract price stated in the Supplier Diversity goal paragraph of the Bid for Lump Sum Contract Form.

### **15.4 Supplier Diversity Percent Goal Computation**

**15.4.1** The total dollar value of the work granted to the diverse firms by the successful bidder is counted towards the applicable goal of the entire contract, unless otherwise noted below.

**15.4.2** The bidder may count toward the Supplier Diversity goal only expenditures to diverse firms that perform a commercially useful function in the work of a contract. A diverse firm is considered to perform a commercially useful function when it is responsible for executing a distinct element of the work and carrying out its responsibilities by actually performing, managing and supervising the work involved. A bidder that is a certified diverse firm may count as 100% of the contract towards the Supplier Diversity goal. For projects with separate MBE, SDVE, and WBE/Veteran

/DBE goals, a MBE firm bidding as the prime bidder is expected to obtain the required SDVE, and WBE/Veteran/DBE participation; a WBE or Veteran or DBE firm bidding as the prime bidder is expected to obtain the required MBE and SDVE participation and a SDVE firm bidding as the prime bidder is expected to obtain the required MBE, and WBE/Veteran/DBE participation.

**15.4.3** The bidder may count toward its Supplier Diversity goal expenditures for materials and supplies obtained from diverse suppliers and manufacturers, provided the diverse firm assumes the actual and contractual responsibility for the provision of the materials and supplies.

**15.4.3.1** The bidder may count its entire expenditure to a diverse manufacturer. A manufacturer shall be defined as an individual or firm that produces goods from raw materials or substantially alters them before resale.

**15.4.3.2** The bidder may count its entire expenditure to diverse suppliers that are not manufacturers provided the diverse supplier performs a commercially useful function as defined above in the supply process.

**15.4.3.3** The bidder may count 25% of its entire expenditures to diverse firms that do not meet the definition of a subcontractor, a manufacturer, nor a supplier. Such diverse firms may arrange for, expedite, or procure portions of the work but are not actively engaged in the business of performing, manufacturing, or supplying that work.

**15.4.4** The bidder may count toward the Supplier Diversity goal that portion of the total dollar value of the work awarded to a certified joint venture equal to the percentage of the ownership and control of the diverse partner in the joint venture.

**15.4.5** On projects with separate MBE and WBE/Veteran/DBE goals, the Owner may allow MBE participation provided in excess of the MBE goal to be counted towards the WBE/Veteran/DBE goal.

## **15.5 Certification by Bidder of Diverse Firms**

**15.5.1** The bidder shall submit with its bid the information requested in the "Supplier Diversity Compliance Evaluation Form" for every diverse firm the bidder intends to award work to on the contract.

**15.5.2** Diverse firms are defined in Article 1 – (Supplier Diversity Definitions) of the General Conditions of the Contract for Construction included in the contract documents, and as those businesses certified as disadvantaged by an approved agency. The bidder is responsible for obtaining information regarding the certification status of a firm. A list of certified firms may be obtained by contacting the agencies listed in the proposal form document "Supplier Diversity Certifying Agencies". Any firm listed as disadvantaged by any of the identified agencies will be classified as a diverse firm by the Owner.

**15.5.3** Bidders are urged to encourage their prospective diverse contractors, subcontractors, joint venture participants, team partners, and suppliers who are not currently certified to obtain certification from one of the approved agencies.

## **15.6 Supplier Diversity Participation Waiver**

**15.6.1** The bidder is required to make a good faith effort to locate and contract with diverse firms. If a bidder has made a good faith effort to secure the required diverse firms and has failed, the bidder shall submit with the bid, the information requested in "Application for Supplier Diversity Participation Waiver." The Contracting Officer will review the bidder's actions as set forth in the bidder's "Application for Waiver" and any other factors deemed relevant by the Contracting Officer to determine if a good faith effort has been made to meet the applicable percentage goal. If the bidder is judged not to have made a good faith effort, the bid may be rejected. Bidder's who demonstrate that they have made a good faith effort to include Supplier Diversity participation may be awarded the contract regardless of the percent of Supplier Diversity participation, provided the bid is otherwise acceptable and is determined to be the best bid.

**15.6.2** To determine good faith effort of the bidder, the Contracting Officer may evaluate factors including, but not limited to, the following:

**15.6.2.1** The bidder's attendance at pre-proposal meetings scheduled to inform bidders and diverse firms of contracting and subcontracting opportunities and responsibilities associated with Supplier Diversity participation.

**15.6.2.2** The bidder's advertisements in general circulation trade association, and diverse (minority) focused media concerning subcontracting opportunities.

**15.6.2.3** The bidder's written notice to specific diverse firms that their services were being solicited in sufficient time to allow for their effective participation.

**15.6.2.4** The bidder's follow-up attempts to the initial solicitation(s) to determine with certainty whether diverse firms were interested.

**15.6.2.5** The bidder's efforts to divide the work into packages suitable for subcontracting to diverse firms.

**15.6.2.6** The bidder's efforts to provide interested diverse firms with sufficiently detailed information about the drawings, specific actions and requirements of the contract, and clear scopes of work for the firms to bid on.

**15.6.2.7** The bidder's efforts to solicit for specific sub-bids from diverse firms in good faith. Documentation should include names, addresses, and telephone numbers of firms contacted a description of all information provided the diverse firms, and an explanation as to why agreements were not reached.

**15.6.2.8** The bidder's efforts to locate diverse firms not on the directory list and assist diverse firms in becoming certified as such.

**15.6.2.9** The bidder's initiatives to encourage and develop participation by diverse firms.

**15.6.2.10** The bidder's efforts to help diverse firms overcome legal or other barriers impeding the participation of diverse firms in the construction contract.

**15.6.2.11** The availability of diverse firms and the adequacy of the bidder's efforts to increase the participation of such business provided by the persons and organizations consulted by the bidder.

#### **15.7 Submittal of Forms**

**15.7.1** The bidder will include the Supplier Diversity Compliance Evaluation Form(s), or the Application for Waiver and other form(s) as required above in the envelope containing the "Bidder's Statement of Qualifications", see Article 8.

#### **15.8 Additional Bid/Proposer Information**

**15.8.1** The Contracting Officer reserves the right to request additional information regarding Supplier Diversity participation and supporting documentation from the apparent low bidder. The bidder shall respond in writing to the Contracting Officer within 24-hours (1 work day) of a request.

**15.8.2** The Contracting Officer reserves the right to request additional information after the bidder has responded to prior 24 hour requests. This information may include follow up and/or clarification of the information previously submitted.

**15.8.3** The Owner reserves the right to consider additional diverse subcontractor and supplier participation submitted by the bidder after bids are opened under the provisions within these contract documents that describe the Owner's right to accept or reject subcontractors including, but not limited to, Article 16 below. The Owner may elect to waive the good faith effort requirement if such additional participation achieves the Supplier Diversity goal.

**15.8.4** The Bidder shall provide the Owner information related to the Supplier Diversity participation included in the bidder's proposal, including, but is not limited to, the complete Application for Waiver, evidence of diverse certification of participating firms, dollar amount of participation of diverse firms, information supporting a good faith effort as described in Article 15.6 above, and a list of all diverse firms that submitted bids to the Bidder with the diverse firm's price and the name and the price of the firm awarded the scope of work bid by the diverse firm.

#### **16. List of Subcontractors**

**16.1** If a list of subcontractors is required on the Bid for Lump Sum Contract Form, the bidders shall list the name, city and state of the firm(s) which will accomplish that portion of the contract requested in the space provided. This list is separate from both the list of diverse firms required in Article 15.2, and the complete list of subcontractors required in Article 10.1 of this document. Should the bidder choose to perform any of the listed portions of the work with its own forces, the bidder shall enter its own name, city and state in the space provided. If acceptance or non-acceptance of alternates will affect the designation of a subcontractor, the bidder shall provide that information on the bid form.

**16.2** Failure of the bidder to supply the list of subcontractors required or the listing of more than one subcontractor for any category without designating the portion of the work to be performed by each, shall be grounds for the rejection of the bid. The bidder can petition the Owner to change a listed subcontractor within 48 hours of the bid opening. The Owner reserves the right to make the final determination on a petition to change a subcontractor. The Owner will consider factors such as clerical and mathematical bidding errors, listed subcontractor's inability to perform the work for the bid used, etc. Any request to change a listed subcontractor shall include at a minimum, contractor's bid sheet showing tabulation of the bid; all subcontractor bids with documentation of the time they were received by the contractor; and a letter from the listed subcontractor on their letterhead stating why they cannot perform the work if applicable. The Owner reserves the right to ask for additional information.

**16.3** Upon award of the contract, the requirements of Article 10 of this document and Article 5 of the General Conditions of the Contract for Construction included in the contract documents will apply.