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|  |  |
| --- | --- |
| **Issue Date:** | [NOTE: Enter Issue Date] |
| **Project Title:** | [NOTE: Enter Project Title] |
| **Project Number:** | [NOTE: Enter Project Number] |
| **Project Location:** | [NOTE: Enter Project Location] |
| **Owner:** | Washington University School of Medicine  660 S. Euclid Avenue, Campus Box 8034  St. Louis, Missouri 63110 |
| **Owner’s Representative/:**  **Project Manager** | Washington University School of Medicine  Operations & Facilities Management Department  660 S. Euclid Avenue, Campus Box 8034  St. Louis, Missouri 63110  [NOTE: Enter Project Manager’s Name and Contact] |
| **Architect:** | [NOTE: Enter Architect Name and Contact] |
| **Engineer(s):** | [NOTE: Enter Engineer Name and Contact] |
| **BID DUE DATE:** | [NOTE: Bid Due Date] |
| **Pre-Bid Walkthrough Date and Time:** | [NOTE: Walkthrough Bid Due Date] |

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# INVITATION TO BID

The Washington University (the “Owner”) invites Bidders to submit a Bid using the form of Bidder’s Proposal set forth in **Appendix A**, attached to this Invitation to Bid. Bids are being solicited from the following invited list of Bidders: [Project Manager to fill in firm name]. Only Bids from those qualified Bidders receiving an Invitation to Bid will be considered. Prime Bidders shall receive sub-bids only from those approved Prime Subcontractors when a list is provided, and then only in the work categories indicated.

The Work consists of the following (as further described in Appendix \_\_) (the “Project”):

*[Project Manager (PM) to Add Brief Description].*

Time for Completion and Special Damages

By submitting a Bid, the Bidder agrees to complete the Work by [fill in date and time] or \_\_\_\_\_\_\_\_\_\_\_\_\_\_consecutive calendar days after Notice to Proceed (“Completion Date”) [PM to choose one and strike the other]. Time is of the essence.

Definitions

Capitalized terms not defined herein have the meaning set forth in the Washington University in St. Louis General Conditions of Contract.

# INSTRUCTIONS TO BIDDERS

# RECEIPT AND OPENING OF BIDS

1. To be considered responsive & responsible, the Bidder’s Proposal and Inclusion Plan (to be completed on the form attached hereto as **Appendix A**) must be complete, typewritten or handwritten in ink, in both words and figured and signed by the Bidder (the “Bid”). This must be submitted through the Workday Strategic Sourcing/ScoutRFP system.
2. The Bid shall be submitted through the Workday Strategic Sourcing/ScoutRFP system:
3. The bid shall be submitted through Workday Strategic Sourcing/ScoutRFP before 3:00 p.m. on [PM fill in date] (“Bid Due Date”).
4. Click on the link to view and download all front-end documents associated with the bid.
5. Communication to all vendors will come from Washington University via the Message Center in Workday Strategic Sourcing/ScoutRFP. Please submit all questions through the Message Center.
6. Before the Bid Due Date and time, please upload your proposal to Workday Strategic Sourcing/ScoutRFP.
7. For any questions regarding the Workday Strategic Sourcing/ScoutRFP system, please contact the Owner’s Representative who serves as the Project Manager for the Project.
8. Any Bid received after the Bid Due Date may not be considered.
9. Bids shall be valid for sixty (60) calendar days after the Bid Due Date.
10. Non-Responsive or Erroneous Bid:
11. Owner may consider non-responsive any Bid not prepared and submitted in accordance with the provisions hereof and may waive informalities or reject any or all Bids in its sole discretion.
12. A Bidder may submit a letter declaring a Bid error after Bid opening with documentation and/or justification why Owner, at its option, should consider modifying or allowing the Bidder to withdraw the submitted Bid. Owner is under no obligation to modify or allow the Bidder to withdraw the submitted Bid but may choose to do so in its sole discretion.
13. By submitting a Bid, Bidder agrees to carry out all of the provisions set forth in the Bid Documents, according to their full intent and meaning.
14. No Bid will be opened prior to the Bid Due Date. All bids will be opened via Workday Strategic Sourcing/ScoutRFP, privately & confidentially by Owner. No public Bid opening will be scheduled.

# QUALIFICATION OF BIDDERS

Owner may make such investigation as it deems necessary to determine the ability of the Bidder to perform the Work, and the Bidder shall furnish to Owner all such information and data for this purpose as Owner may request. Owner reserves the right to reject any Bid if Owner determines that such Bidder is not properly qualified to carry out the obligation or is not responsive to the Owner’s specification of the Contract and to complete the Work contemplated therein.

# ECONOMIC INCLUSION PLAN

Owner strives to create and maintain an inclusive environment that reflects the diversity of the larger community in which we work. In our efforts to support the St. Louis region & the diversification of the workforce, we depend on our contractor partners to foster an inclusive environment. As part of the inclusive environment, bidders agree to make good faith effort to maximize the amount of diverse enterprise spend and the participation of minority, women, local residents, and apprentice employees in their on-site workforce.

1. Bidder’s Obligation

It is important that each bidder evaluate the possibilities of utilizing diverse business enterprises as part of their scope of work. This includes 2nd and 3rd tier subcontractors and suppliers. Bidders agree to take all reasonable steps necessary to ensure that diverse business enterprises have an opportunity to participate in the performance of the subcontract or subcontracts resulting from award of this Project, either as suppliers, through direct subcontract or as part of a second tier or joint venture agreement with a majority owned subcontractor.

As part of this proposal, Bidders will submit an Economic Inclusion Plan detailing how they intend to achieve the Project inclusion goals and addressing the following:

* Activities undertaken by Contractor when preparing its bid during the proposal phase of the Project to reach out to diverse business enterprises.
* Describe how the bidder will bring quality diverse business enterprise participation to the Project including but not limited to including small firms and subcontractors.
* Plan of soliciting diverse business enterprise participation for the Project if awarded the contract.
* Specific scopes of work identified for inclusion of diverse business enterprises.
* Anticipated value of diverse business enterprise participation, as a percentage of bid.
* Specific steps and expected percentages for attaining work force utilization (boots on the ground).
* On-site minority participation
* On-site women participation
* On-site apprentice participation
* On-site local \_\_\_\_\_\_\_\_ resident participation (St. Louis City Only)
* A list of firms the bidder intends to work with to achieve the project goal.

1. Plan Consideration

Owner will consider the Economic Inclusion Plan and the details included in the Economic Inclusion Plan in the evaluation of each proposal received. Bidders will attach the detailed Economic Inclusion Plan referenced in paragraph 2, above, to the Bid Form. **Proposals without a detailed Economic Inclusion Plan may be deemed non-responsive.**

1. Reporting Requirements

Successful bidder will submit monthly Economic Inclusion reports documenting the diverse business enterprise spend and diverse workforce participation.

# BID DOCUMENTS

1. The Plans are those drawings and specifications distributed electronically via Workday Strategic Sourcing/ScoutRFP or another method.
2. Bidders and subcontractors may print, for their own account and at their own cost and expense, sets of drawings and specifications from the following printer:

Cross Rhodes Print & Technologies

1712 Macklind Avenue

St. Louis, Missouri 63110

Phone: 314.678.0087

Email: [repro@x-rhodes.com](mailto:repro@x-rhodes.com)

# SITE VISIT AND WALK-THROUGH

1. Bidders are required to attend a pre-bid meeting and walk-through of the Site on [insert day of week, date, time]. Bidders should meet [location of initial gathering place]. All subcontractors should attend. Failure to attend will not be a basis for future claims.
2. Bidders and their subcontractors are encouraged to visit the Site to become familiar with the Project and the extent and character of the work involved, to verify all dimensions and to inform themselves fully of the existing conditions and the conditions under which the Work is to be performed.
3. Bidders should contact Owner’s Representative [enter Project Manager’s name and contact number] if they wish to visit the Site at times other than the date and time scheduled for the official pre-bid meeting and walk-through.

# ADDITIONAL INFORMATION AND INTERPRETATIONS

1. Additional information and document clarification will be issued in written addenda when and if required and distributed through the Workday Strategic Sourcing/ScoutRFP system.   All costs of work specified by addenda shall be included in the Bid.
2. Verbal instructions or interpretations are not binding. Only a written interpretation or correction by addendum shall be binding and no Bidder shall rely upon interpretations or corrections given by any other method.
3. Every request for an interpretation of Bid Documents must be in writing and submitted to the Architect or Engineer either through the Workday Strategic Sourcing/ScoutRFP system or at the address set forth on the Invitation to Bid, as applicable. Each Bidder shall examine the bidding documents carefully, and not later than seven (7) calendar days prior to the date for receipt of bids, shall make a written request for interpretations or corrections of any ambiguity, inconsistency, error or code violation therein which may be discovered. Any and all such interpretations and other supplemental instructions will be in the form of a written addendum, issued through the Workday Strategic Sourcing/ScoutRFP system, to the Plans issued to all Bidders. Failure of any Bidder to receive such interpretation shall not relieve such Bidder from any obligation under the Bid as submitted. All addenda so issued shall become a part of the Contract Documents.
4. Bidder shall acknowledge receipt of Addenda where noted in Section X of bid form.

# OBLIGATION OF BIDDER

1. At time of the opening of the Bids, each Bidder will be presumed to have inspected the Site and to have read and to be thoroughly familiar with the Plans and Bid Documents (including all Addenda). The failure or omission of any Bidder to visit the Site or examine any form, instrument or document shall in no way relieve any Bidder from any obligation in respect of its Bid.
2. Each Bidder represents and warrants to Owner that it has examined and carefully studied the Bid Documents and acknowledges that it has observed no error, defect, deficiency, lack of clarity, inconsistency, conflict of any sort or omissions in any of the Plans, Specifications or other Bid Documents and that such Plans, Specifications or other Bid Documents are adequate to complete the Work for the price and in accordance with the time schedule set forth in its Bid.
3. Each bidder represents that the Economic Inclusion Plan it submits is reflective of the community and fosters the growth of diverse business enterprises and promotes diversity within the on-site workforce.
4. Each Bidder must inform itself fully of the conditions relating to the construction of the Project and the employment of labor thereon. Failure to do so will not relieve a successful Bidder of its obligations to furnish all the material and labor necessary to carry out the provisions of the Contract. Insofar as possible, the Bidder, in carrying out its work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.
5. Each Bidder by submission of a Bid agrees to abide by the terms and conditions of these Bid Documents as well as hold its Base Bid open and available for acceptance for sixty (60) calendar days after Bid opening.

# TAXES AND PERMITS

1. Taxes
2. Bidder will be required to pay all social security and unemployment taxes and be responsible for withholding such taxes and for complying with any other state or federal requirements in this regard.  The Bid shall include and the Bidder shall pay or withhold as applicable all local, state and federal taxes, license fees, assessments and charges related to the Work.
3. Owner represents that it is exempt from sales tax under Missouri state law and certain purchases by Bidder of materials for the Project may be exempt from certain sales taxes pursuant to §144.062 RSMo. Owner will provide the successful Bidder with a Project  Tax  Exemption  Certificate  for  the  Project  in  order  to  obtain  the  benefits of §144.062 RSMo. The Project Tax Exemption Certificate shall be renewable for the Project at the option of Owner and only for the purpose of revising the Project Tax Exemption Certificate expiration date as necessary to complete the Project.
4. Permits
5. Bidder & all subcontractors shall, at their own expense, procure and maintain all licenses, permits (including occupancy permits), inspections and approvals necessary for the execution of the Work.

# SUBCONTRACTORS

1. Bidders and qualified prime subcontractors will be required to submit a list of proposed subcontractors and major material suppliers for the Owner's approval. If a Bidder or prime subcontractor uses the bid of an unapproved subcontractor, it will be required to substitute an approved subcontractor without additional cost to the Owner.
2. [PM To Complete or Remove, if not applicable.  Acceptable bidders are:

For example- a subcontract has specific work experience and/or knowledge specifically to scope of work.]

1. Bidders and qualified prime subcontractors may review their short lists of subcontractors proposed for this Project with the Owner’s Representative (designated on the Invitation to Bid), during the bidding period, to assure that subcontract bids solicited are those of subcontractors acceptable to the Owner.
2. The Testing & Balancing contractor shall be subcontracted directly to the Contractor.

Owner has pre-qualified the following testing & balancing contractors for subcontract use:

Miller and Associates Testing and Balancing

7947 Big Bend Boulevard

St. Louis, MO 63119

(314) 961-4018

Senco Services Corp.

701 Emerson Road

St. Louis, MO 63141

(314) 432-5100

1. The Fire Alarm contractor shall be subcontracted directly to the Electrical Contractor.

Owner has pre-qualified the fire alarm contractor & balancing contractors for subcontract use:

*[PM to confirm with Facilities].*

1. The HVAC Controls contractor shall be subcontracted directly to the HVAC Contractor. Owner has pre-qualified the following HVAC Controls contractors for subcontract use:

Dynamic Controls Inc. (DCI)

2310 Ball Drive

St. Louis, MO 63146

(314) 925-4800

Johnson Controls

2280 Ball Drive

St. Louis, MO 63146

Lou Nagy

Louis.J.Nagy@jci.com

(314) 812-4556

(314) 569-1394 – Fax

*[PM to confirm with Facilities].*

1. The Card Access and Security Monitoring contractor shall be sub-contracted directly to the Electrical Contractor. Owner has pre-qualified the following card access contractors for subcontract use:

For LENEL Card Access:

Tech Electronics of St. Louis

6437 Manchester Avenue

St. Louis, MO 63139

(314) 645-6200

For Avigilon Security Cameras:

PASS Security

15 Executive Drive, Suite 6

Fairview Heights, IL 62208

(618) 394-1144

1. The Low Voltage contractor shall be sub-contracted directly to the Electrical Contractor.

Allowable vendors are per current WUSM Information Technology Standards & Specifications, accessed <https://it.wustl.edu/policies>

Per these Standards, Owner has pre-qualified the Low Voltage Contractors for subcontract use:

*[PM to confirm with IT. Please contact the* ***Manager of Network Engineering*** *for an updated list].*

H. The Mechanical Contractor shall be subcontracted directly to the Contractor. Owner has pre-qualified the following mechanical contractors for subcontract use:

[NOTE: Enter list of pre-qualified subcontractors. If no contractors are listed, insert N/A HERE.)].

I. The Electrical Contractor shall be subcontracted directly to the Contractor. Owner has pre-qualified the following electrical contractors for subcontract use:

[NOTE: Enter list of pre-qualified subcontractors. If no contractors are listed, insert N/A HERE.)].

J. The Plumbing Contractor shall be subcontracted directly to the Contractor. Owner has pre-qualified the following plumbing contractors for subcontract use:

[NOTE: Enter list of pre-qualified subcontractors. If no contractors are listed, insert N/A HERE.)].

K. The Fire Protection Contractor shall be subcontracted directly to the Contractor. Owner has pre-qualified the following fire protection contractors for subcontract use:

[NOTE: Enter list of pre-qualified subcontractors. If no contractors are listed, insert N/A HERE.)].

L. The Landscaping Contractor shall be subcontracted directly to the Contractor. Owner has pre-qualified the following landscaping contractors for subcontract use:

[NOTE: Enter list of pre-qualified subcontractors. If no contractors are listed, insert N/A HERE.)].

# CONTRACT DOCUMENTS

1. The Bid Documents for the Project shall consist of the following:
2. Invitation to Bid;
3. Instruction to Bidders with all attachments;
4. Bidder’s Proposal;
5. Written Addenda;
6. Washington University in St. Louis General Conditions of Contract dated as of October 19, 2020;
7. Form of Contract; and
8. The Plans (Drawings and Specifications).

# AWARD OF CONTRACT

1. Any contract awarded for the Work shall be awarded on the basis of the lowest responsible, responsive, and qualified Bid, which is within the amount of the funds authorized for the Project and to be completed by the Completion Date. The Owner reserves the right to reject any and all bids and re-bid the Project or to negotiate a contract with any Bidder.
2. Upon receipt of a written Notice of Acceptance of Bid, the successful Bidder shall be required to execute a contract with the Owner for construction of the Work. Such Contract shall be in the form attached hereto in **Appendix B of Bid Form**and executed and delivered, along with any required payment and performance bonds.
3. Any contract awarded for the Work shall include as the contract documents all of the documents listed in **Section X**of these Instructions to Bidders and the executed Form of Contract between the successful Bidder and Owner.
4. The successful Bidder will be required to submit a division breakdown in the form attached hereto theBidder’s Proposal for the purpose of evaluating cost estimates and monthly payments. The cost breakdown must be subdivided consistent with the Owner’s Modified CSI format. The successful Bidder shall also provide for each subcontractor, a cost breakdown of each subcontractor’s cost using CSI subsections.
5. The Bidder will be required to use the Washington University labor rates as a basis of their direct cost of labor attached hereto as **Exhibit A**to Bidder’s Proposal. Labor rates for all applicable crafts on the Project shall be included. These rates are furnished for Owner’s use in evaluating bids and the cost of possible changes to the Work. All rates are to be marked up using the percentage mark-up allowed in the Contract Documents and are to include only those items allowed in the Contract Documents.
6. Upon execution of a Contract, the successful Bidder will be required to submit a certificate of insurance, properly endorsed, that complies with the insurance requirements of the Contract Documents.  No employee or subcontractor of Bidder or any other person will be permitted to perform any work at the Project Location until Owner has received and approved the required certificate of insurance. Such certificate of insurance shall be delivered to the Owner’s Representative who will be responsible for forwarding it to the appropriate individuals for review and approval.

# OTHER REQUIREMENTS

*“Edit as required. If not required keep section, but say “Not Used”.”*

1. Alternates: In addition to the Base Bid, the Owner requests Alternate Proposals, which Owner may elect to accept. Refer to specification Section 012300-Alternates for schedule of alternates, if applicable.  Please reference Bidder’s Proposal.

*Provide instructions for each.*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Material & Equipment: Owner Furnished, Owner Installed: Varies – [PM to Modify based upon project criteria]. The Owner will furnish and install the following: furniture, furnishing, and equipment. Bidder shall include in its Base Bid to receive and store on site Owner-furnished material and equipment.

*Provide instructions for each.*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Material & Equipment: Owner Furnished, Contractor Installed: [PM to Modify based upon project criteria.]

[NOTE: List any material and/or equipment to be furnished by Owner and installed by Bidder. If none, remove and replace this paragraph (and all subsections) with “Not Used.”]

1. The Owner will provide the Bidder with two (2) copies of all available shop drawings, setting drawings, dimensional and weight data, specific manufacturer's installation requirements and other information required for the rough-in, rigging, setting, connection, and startup of the Owner furnished equipment, if applicable.
2. The Bidder shall receive, unload, store, and install this equipment. The Bidder shall be responsible for coordinating all aspects of the delivery, installation and startup of these units with Owner’s Representative, and for making all piping connections, electrical connections and interlocks. When the Owner-furnished equipment/material is received damaged or contains malfunctioning parts due to a vendor or manufacturer error, the Bidder shall act for the Owner and negotiate with the vendor/manufacturer for replacements, back-charges, or technical service. The Bidder shall act for the Owner in coordinating the delivery of such equipment or material in close cooperation with the Owner’s Representative and the manufacturer or sales agent designated by the Owner.
3. The Owner furnished equipment and/or material that is installed by Bidder shall carry a warranty against defective workmanship by Bidder to the same extent specified for all Bidder furnished work, equipment and material.  It shall be the responsibility of the Bidder, during the term of the warranty, to respond to reports of evident malfunction or failure, as though the equipment or material had been furnished by Bidder, conduct the necessary diagnostic efforts, and if the malfunction is deemed by Bidder to be the manufacturer's warranty liability, to so resolve this responsibility with the manufacturer as the Owner’s agent.

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1. LEED Certification: [PM to confirm with executive leadership the direction of LEED criteria based upon project budget].

*“Edit as required. If not required keep section, but say “Not Used”.” Provide instructions for each section.]*

* 1. As part of our commitment to sustainability, Washington University has adopted a policy that, at a minimum, all new buildings and renovations will be designed and constructed to incorporate green building guidelines based upon the following:
     1. Projects under $2 Million:
        1. Green Building Guidelines shall be practiced. Design and Construction practices and all material selections and their installation shall comply in strict accordance with the US Green Building Council (USGBC).
     2. Projects $2 - $5 Million:
        1. Green Building Guidelines shall be practiced and documented. Submission to the USGBC for LEED certification shall be optional, on a per project basis. Design and Construction practices and all material selections and their installation shall comply in strict accordance with the US Green Building Council (USGBC).
     3. Projects $5 Million and above:
        1. Green Building Guidelines shall be adhered to, documented, and submitted to the USGBC for certification and achieve a minimum level of LEED Silver under one of the following rating systems:
           + LEED NC for New Construction, LEED CI for Commercial Interiors and LEED CS for Core & Shell.\* Projects will be reviewed in detail on an individual basis seeking Silver to Platinum status. The level of potential achievement will be determined for each project during the conceptual or preliminary design phase after completing a Washington University LEED Scorecard (Appendix A). All material selections and their installation shall comply in strict accordance with the US Green Building Council (USGBC).

1. Waste Tracking

Per the Washington University School of Medicine Sustainable Operations Strategic Plan (2018-2025), the School of Medicine aspires to be a model among its peers in the sustainable design and management of its buildings and landscapes. Under the guidelines of this plan, we are requesting that a high percentage of the waste generated from the demolition and construction process of this Project is recycled.

# NON-DISCRIMINATION AND EQUAL OPPORTUNITY

1. Equal Employment Opportunity/Non-discrimination: By submitting a  Bid,  Bidder warrants that in any contract for work or services performed in connection with the Project, Bidder (which term for purposes of this document shall include the Bidder, any transferees, lessees, designees, successors and assigns thereof, including without limitation any entity related to the Bidder by one of the relationships described in Section 267(b) of the United States Internal Revenue Code of 1986, as amended), its employees, contractors, subcontractors, and material suppliers shall comply with all applicable federal, state and local laws, ordinances or regulations governing equal opportunity and nondiscrimination (the “Laws”). Moreover, the Bidder shall contractually require its contractors, subcontractors and material suppliers to comply with the Laws. Neither the Bidder nor any of its contractors or subcontractors shall contract with any party known to have been found in violation of the Laws.
2. Additionally, the contract with the successful bidder will require that the contractor use reasonable and good faith efforts to ensure that minority business enterprises and qualified ethnic minorities have a meaningful opportunity to participate in the work that is the subject of the contract. The successful bidder will routinely meet with and report its efforts in these areas to Owner. The successful bidder will work cooperatively with Owner’s Representative to document its good faith efforts and to address areas of concern, if any.

# OTHER POLICIES

1. Bidder shall comply with all applicable Owner policies including, but not limited to, the policies set forth in **Appendix E** of the General Conditions.

[END: INSTRUCTION TO BIDDERS]

# APPENDIX A: FORM OF BIDDER’S PROPOSAL

Bidder is to complete all blank spaces of this form. Enter *“None”, “No Bid” or “Not Applicable”*if necessary. Amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.

Submitted by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Bidder

Street Address

City, State, Zip Code

Telephone Number

Bidder’s Contact Name

Project: Washington University in St. Louis Project Number \_\_\_\_\_\_\_\_\_\_\_\_\_

Project Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Bid Due Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Bidder is (check one):

* A corporation
* A joint venture partnership
* A limited liability company
* An individual
* Doing business as \_\_\_\_\_\_\_\_\_\_\_ (if different from above)

If bidder is a corporate entity, Bidder is organized and existing under the laws of the State of \_\_\_\_\_\_\_\_

Mark box if Bidder is:

* MBE Certified firm
* WBE Certified firm

Certified by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Name of certifying agency)

## Base Bid Proposal

1. To Washington University (the “Owner”): Bidder hereby proposes to furnish all labor, materials, transportation, services, and equipment necessary and/or reasonably required to construct and properly execute the Work included in the Bid Documents and to provide a complete and operable project, for the following amount (“Base Bid”): \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dollars ($)

This amount (“Base Bid”) shall be distributed into the following Divisions and submitted to the Owner’s Representative no later than twenty-four (24) hours from receipt of bids.  In the event of a mathematical discrepancy between the indicated Base Bid and the actual sum of all the Bid Items, the indicated lump sum shall govern. Each Bidder shall enter a cost figure for each Bid Item.  Failure to comply subjects bid to disqualification.

Division 01 00 00: General Requirements

$ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Division 02 00 00: Existing Conditions

$ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Division 03 00 00: Concrete

$ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Division 04 00 00: Masonry

$ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Division 05 00 00: Metals

$ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Division 06 00 00: Woods, Plastics, and Composites

$ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Division 07 00 00: Thermal and Moisture Protection

$ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Division 08 00 00: Openings

$ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Division 09 00 00: Finishes

$ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Division 10 00 00: Specialties

$ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Division 11 00 00: Equipment

$ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Division 12 00 00: Furnishings

$ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Division 13 00 00: Special Construction

$ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Division 14 00 00: Conveying Equipment

$ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Division 21 00 00: Fire Suppression

$ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Division 22 00 00: Plumbing

$ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Division 23 00 00: HVAC

$ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Division 26 00 00: Electrical

$ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Division 27 00 00: Communications

$ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Division 26 00 00: Safety and Security

$ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Bidder represents and warrants to Owner that Bidder has (1) examined and carefully studied the Bid Documents, (2) inspected the site of/and the  conditions  affecting and governing construction of the proposed project, (3) made itself familiar  with all other conditions surrounding the construction of the proposed project including taxes, permits and the availability of labor, and (4) not identified or observed any errors, defects, deficiency, lack of clarity, inconsistency, conflicts of any sort or omissions in  any of the Plans or Bid Documents and that they are adequate to complete the Work for the Base Bid set forth above.
2. This Bid shall be valid for sixty (60) calendar days after the Bid Due Date.
3. Upon receipt of a written Notice of Acceptance of Bid, the successful Bidder shall be required to execute a contract with the Owner for construction of the Work (the “Contract”). Such Contract, along with any required payment and performance bonds, shall be executed and delivered to Owner within fifteen (15) calendar days of receipt of the Notice of Acceptance of Bid.
4. Bidder acknowledges that Owner may consider non-responsive any bid not prepared and submitted in accordance with the provisions hereof and may waive informalities or reject any or all bids.

## Bonds

1. Bidder shall, if awarded the Contract and if directed by Owner, deliver to Owner a satisfactory Payment and/or Performance Bond in a form (with a bonding company) acceptable to Owner in an amount equal to one hundred percent (100%) of the Contract Sum. The cost of such bond shall be added to the Base Bid contained in this Proposal or, at Owner's option, may be secured and paid for separately by Owner.
2. Cost of Bond:  $\_\_\_\_\_\_\_\_\_\_ this amount is **not**included in the amount of the Base Bid listed in I.A above.
3. Bidder’s current available bonding capacity as of the date of the Proposal is:   
   \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dollars ($).
4. Evidence of Bidder’s current available bonding capacity is attached:

* Yes
* No

## Completion Date

By submitting a Bid, the Bidder agrees to substantially complete the Work on or before the specific date of \_\_\_\_\_\_\_\_. Time is of the essence.

## Alternate Bids

1. The above Base Bid may be changed in accordance with any or all of the following Alternate Bids as Owner may elect.
2. Alternate Bid No. 1: [insert subject of alternate bid]. State the amount to be “ADDED/DEDUCTED TO” [insert amount], as specified and indicated on Drawings.

Check one of the following:

* Add\_\_\_\_\_\_\_\_\_\_\_\_ Dollars ($)
* Deduct \_\_\_\_\_\_\_\_\_\_\_\_ Dollars ($)

OR

* No Change of Base Bid

[Insert here and serially number other alternate bids requested by Owner.]

[If alternate bids are not required for this Project, leave Section IV.B blank and insert "Not Used" after section title.]

## Unit Price Bids

1. The above Base Bid may be changed in accordance with the following Unit Price Bids when Owner orders or approves more or less of certain items in the scope of work  of the Base Bid or if the quantity required by the Bidding and Contract Documents is increased or decreased. Additions or deductions of the Unit Price Bid include mobilization/demobilization, all related work and materials. Insert "No Change" wherever applicable.
2. Unit Price Bid No. 1 – [insert subject of unit price bid]

[Insert brief description; omit if subject listed above is fully descriptive.]

Measure for payment shall be [insert name of unit] and measurement shall be to [insert minimum increment of measure]. [Insert quantity and unit of measure] are included in Base Bid or Alternate Bid. If the quantity measured and approved by the Owner and the Bidder is different, Bidder shall be paid as follows:

Check one of the following:

⃝ Add ⃝ Deduct:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Dollars ($\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) per

[Insert here and serially number other unit price bids requested by Owner.]

[If unit price bids are not required for the project, leave Section V blank and insert "Not Used" after section title.]

## Subcontractors – Enterprise Spend

Bids of the following prime and second tier Subcontractors have been used in this proposal.  Bidder shall state the dollar amount of work to be let to minority and women owned firms and the dollar amount of materials to be ordered from minority or women owned businesses (add rows and attach additional sheets as necessary):  Bidder will have 24 hours to submit an updated subcontractors list if necessary:

|  |  |  |  |
| --- | --- | --- | --- |
| **Trade** | **Name of Firm** | **MBE/WBE Designation (If applicable)** | **Value of Subcontract/Supplier** |
| **Demolition** |  |  |  |
| **Concrete** |  |  |  |
| **Masonry** |  |  |  |
| **Metals** |  |  |  |
| **Woods, Plastics, & Composites** |  |  |  |
| **Thermal & Moisture Protection** |  |  |  |
| **Openings** |  |  |  |
| **Finishes** |  |  |  |
| **Specialties** |  |  |  |
| **Equipment** |  |  |  |
| **Furnishings** |  |  |  |
| **Special Construction** |  |  |  |
| **Conveying Equipment** |  |  |  |
| **Fire Suppression** |  |  |  |
| **Plumbing** |  |  |  |
| **HVAC** |  |  |  |
| **Electrical** |  |  |  |
| **Communications** |  |  |  |
| **Safety and Security** |  |  |  |

1. Subtotal MBE: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. Subtotal WBE: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TOTAL ENTERPRISE SPEND (A+B) $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Bidder to alter list to suit project requirements. Minor subcontractors are not to be listed.

1. Bidder’s subcontractor solicitation list is attached:

* Yes
* No

## Economic Inclusion, Equal Employment Opportunity, and Non-discrimination

***Failure to complete this section will result in your bid being considered non-responsive and will result in the disqualification of your bid.***

[Contractor to attach details of Economic Inclusion Plan to Proposal].

By submitting this Bid, Bidder represents and warrants that it does not discriminate in access to, or treatment or employment in, its activities on the basis of race, color, age, religion, sex, sexual orientation, national origin, gender identity or expression, veteran status or disability.

By submitting this Bid, Bidder warrants that in any contract for work or services performed in connection with any construction project for or on behalf of the Owner, Bidder (which term shall include the contractor, any transferees, lessees, designees, successors and assigns thereof, including without limitation any entity related to the contractor by one of the relationships described in Section 267(b) of the United States Internal Revenue Code of 1986, as amended), its employees, contractors, subcontractors, and material suppliers shall comply with all applicable federal, state and local laws, ordinances or regulations governing equal opportunity and nondiscrimination (the “Laws”).  Moreover, the Bidder shall contractually require its contractors, subcontractors and material suppliers to comply with the Laws.  Neither the Bidder nor any of its contractors or subcontractors shall contract with any party known to have been found in violation of the Laws.

Bidder’s diverse on-site workforce participation, if any, is:

Minority: \_\_\_\_\_\_\_\_\_\_\_\_\_ percent of total workforce hours

Women: \_\_\_\_\_\_\_\_\_\_\_\_\_ percent of total workforce hours

Local Resident: \_\_\_\_\_\_\_\_\_\_\_\_\_ percent of total workforce hours (St. Louis City Only)

Apprentice: \_\_\_\_\_\_\_\_\_\_\_\_\_ percent of total workforce hours

## Percentage of General Conditions and Overhead & Profit

Costs for general conditions will be allowed, which amount shall not exceed the proportion as submitted in the Contract Schedule of Values and is only allowed to the General Contractor.  The maximum cost of general conditions for change orders after the contract has been awarded is: (Bidder to insert) %.

Undersigned agrees that if work is added or deducted by written order of Owner and such work is not performed under unit price schedule, costs of such changes shall be determined prior to time work is performed and the contract sum shall be adjusted accordingly, as follows:

1. For changes in the work performed by the Undersigned’s Subcontractor(s), charges shall be computed as the sum of the following items (a, b, and c):
   1. Subcontractors bona fide price for the work; plus
   2. An allowance not to exceed [Bidder to insert]% based on the cost of item a. above as full compensation to Subcontractor on account of such additional work including, without limitation, Subcontractor’s supervision (supervisory personnel above the level of foreman or its equivalent) and general job expense (including such items as timekeeping, estimating, checking, expediting, unassignable job costs such as utility services, job clean-up, tools, miscellaneous equipment and preparation of shop drawings), overhead and profit with respect to such work; plus
   3. An allowance of [Bidder to insert]% based on the sum of items a. + b. above as full compensation to Contractor on account of such Subcontractors’ additional work including, without limitation, compensation for Contractor’s supervision and general job expense, estimating, overhead and profit with respect to such additional work.
2. For changes in the work performed by Undersigned’s forces, charges shall be computed as the sum of the following items (a, b, and c):
   1. Net direct estimated cost of material including all Federal, State and Local taxes applicable thereto, plus
   2. Net direct cost of labor (calculated at published hourly wage rate) for non-supervisory personnel; plus
   3. An allowance of [Bidder to insert] % based on sum of item a. + item b. above as full compensation to Contractor on account of such additional work including, without limitation, Contractor’s supervision (supervisory personnel above the level of foreman or its equivalent) and general job expense (including such items as timekeeping, estimating, checking, expediting, unassignable job costs such as utility services, job clean-up, tools, miscellaneous equipment and preparation of shop drawings), overhead and profit with respect to such work.

See General Conditions for maximum percentages allowed. Any percentages not filled out will be counted as 0%.

## Washington University Labor Rates

See Attached (Exhibit A).

## Addenda Received

Bidder acknowledges receipt of the following addenda issued after the Issue Date of the Invitation to Bid and before the Bid Due Date (if none, so state):

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[The remainder of this page is intentionally left blank; signature page follows.]

Bidder’s Proposal Submitted By:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Bidder’s Name

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**[END: BIDDER’S PROPOSAL]**

# APPENDIX B: Form of Contract

(If applicable, add here or attach reference document).

# APPENDIX C: General Conditions of Contract

(If applicable, add here or attach reference document).

## Owner’s Application and Certificate for Payment and Continuation Sheet

## Owner’s form of Lien Waiver (interim and final)

## Economic Inclusion Summary

## Economic Inclusion Detailed Labor Form

## MBE/WBE Direct Pay Form

## Owner Policies/Safety Guidelines

# APPENDIX D: Drawings

(If applicable, add here or attach reference document).

# APPENDIX E: Specifications

(If applicable, add here or attach reference document).

# EXHIBIT A: Washington University Labor Rates

(See attached).