

**University of Missouri**  
**INFORMATION FOR BIDDERS**

	Page No.
1. Contract Documents and Definitions.....	IFB/1
2. Bidder’s Obligation .....	IFB/1
3. Interpretation of Documents.....	IFB/1
4. Bids.....	IFB/1
5. Modification and Withdrawal of Bids .....	IFB/2
6. Signing of Bids.....	IFB/2
7. Bid Security.....	IFB/2
8. Bidder’s Statement of Qualifications.....	IFB/3
9. Award of Contract .....	IFB/3
10. Contract Execution.....	IFB/3
11. Contract Security .....	IFB/3
12. Time of Completion .....	IFB/3
13. Number of Contract Documents.....	IFB/3
14. Missouri Products and Missouri Firms.....	IFB/4
15. Supplier Diversity.....	IFB/4
16. List of Subcontractors.....	IFB/6

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## **1. Contract Documents and Definitions**

**1.1** The “Drawings,” “Specifications,” and “Contract Documents” are defined in the “General Conditions of the Contract for Construction.”

**1.2** The Drawings, Specifications, and other Contract Documents may be obtained as indicated in the Advertisement for Bids.

**1.3** As used herein, “Bid” refers to an offer or proposal submitted to the Owner to enter into a contract for the work identified in the Drawings, Specifications and other Contract Documents.

**1.4** As used herein, “Bidder” means an individual or business entity that submits a Bid to the Owner as a prime bidder or general contractor.

**1.5** All other terms used herein shall have the meanings defined herein or in the General Conditions of the Contract for Construction or other Contract Documents.

## **2. Bidder Obligations**

**2.1** Before submitting a Bid, each Bidder shall carefully examine the Drawings and Specifications and related Contract Documents, visit the site of the work, and fully inform themselves as to all existing conditions, facilities, restrictions, and other matters that could 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 specified in the Drawings, Specifications, and other Contract Documents. All work shall be done as defined in the Specifications and as indicated on the Drawings.

**2.3** Failure or omission of any Bidder to receive or to examine any form, instrument, addendum, or other document, or to visit the site of the work and acquaint themselves with existing conditions, shall in no way relieve the Bidder from any obligation with respect to their Bid or any awarded contract. No extra compensation will be allowed concerning any matter about which the Bidder should have fully informed themselves prior to submitting a Bid.

**2.4** Submission of a Bid shall be deemed acceptance by the Bidder of the above obligations and every obligation required by the Contract Documents in the event the Bid is accepted by the Owner.

## **3. Interpretation of Documents**

**3.1** If any prospective Bidder is in doubt about the meaning of any part of the Drawings, Specifications, or

other Contract Documents, the Bidder shall submit a written request to the Architect for an interpretation.

**3.2** Any request for interpretation shall be delivered to the Architect at least one (1) week prior to time for receipt of bids.

**3.3** A Bid shall be based only on an interpretation issued in the form of an addendum mailed to each person or business entity that is on the Architect’s record as having received a set of the Contract Documents.

**3.4** Bidders shall not be entitled to rely on oral interpretations or written statements not issued in an addendum from either the Architect or a representative, agent, or employee of the Owner.

## **4. Bids**

**4.1** Bids shall be submitted on a single “Bid for Lump Sum Contract” form (“Bid Form”) as furnished by the Owner or Architect. Bids shall be received separately or in combination as required by Bid Form

**4.2** In addition to the Bid Form, the Bid shall include any documents or information required to be submitted by this Information for Bidders or the Contract Documents.

**4.3** Bids shall include amounts for alternate bids, unit prices, and cost accounting data where required by the Bid Form.

**4.4** Bidders shall apportion each base Bid between various phases of the work, where stipulated in the Bid Form.

**4.5** 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.

**4.6** Each Bidder shall be responsible for actual delivery of their bid 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.

**4.7** The Bidder’s price shall include all federal sales, excise, and similar taxes that may be lawfully assessed in connection with their performance of work and purchase of materials to be incorporated in the work. City and State taxes shall not be included as stated in the General Conditions of the Contract for Construction.

4.8 No Bidder shall stipulate in their Bid any conditions not contained in the Bid Form or Contract Documents. Inclusion of any additional conditions or taking exception to any terms may result in rejection of the Bid.

4.9 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 A Bidder may withdraw their Bid at any time before the scheduled closing time for receipt of bids. No Bidder may withdraw their Bid after the scheduled closing time for receipt of bids.

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

#### **6. Signing of Bids**

6.1 All bids shall be signed manually, by an individual authorized to sign on behalf of the Bidder. The title or office held by the person signing for the Bidder shall appear below the signature.

6.2 A Bid should contain the full and correct legal name of the Bidder. If the Bidder is an entity registered with the Missouri Secretary of State, the Bidder's name on the Bid form should appear as shown in the Secretary of State's records.

6.3 A Bid from a partnership or joint venture shall be signed in the name of the partnership or joint venture by at least one partner or joint venturer or by an 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 executed by all partners or joint venturers.

6.4 A Bid from a corporation shall be signed by an officer of the corporation.

6.5 A Bid from a limited liability company (LLC) shall be signed by a manager or a managing member of the LLC.

6.6 A Bid from an individual or sole proprietor shall be signed in the name of the individual by the individual or an 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

executed by the individual.

#### **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 the Bidder's Bid including additive alternates ("Bid Security").

7.2 Bid security is required as a guarantee that the Bidder will enter into a written contract and furnish a Performance Bond within the time and in form as specified herein or in the Contract Documents; 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 forty-eight (48) hours of the Bid opening of any circumstance that may affect the Bid Security including, but not limited to, an error in the Bid. 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 Bid 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-/XL.

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 the contract and Performance Bond, nor limit or fix the Bidder's liability to the Owner for any damages sustained because of failure to execute and deliver the required contract and Performance Bond.

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

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

8.1 Each Bidder 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 "Bidder's Statement of Qualifications" form included with the Bid

documents.

**8.2** Financial information required to be included with the Statement of Qualifications may be submitted by the Bidder in a separately sealed envelope, which will not be opened by the Owner during the public Bid opening.

**8.3** The Bidder's Statement of Qualifications will be treated as confidential information by the Owner to the extent permitted by the Missouri Sunshine Law, Section 610.010, RSMo et seq.

**8.4** Bids not accompanied by the 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 limited to, 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 ability of the Bidder, and their subcontractors, to handle promptly the additional work; the skill, facilities, capacity, experience, ability, responsibility, previous work, and financial standing of Bidder; the Bidder's ability to provide the required bonds and insurance; the quality, efficiency and construction of equipment proposed to be furnished; the period of time within which equipment is proposed to be furnished and delivered; success in achieving the specified Supplier Diversity Goals or demonstrating a good faith effort to do so as described in Article 15 of this document; 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 awarded Bidder shall submit within fifteen (15) days from receipt of notice of award, the documents required in Article 9 of the General Conditions of the Contract for Construction.

**10.2** No bids will be considered binding upon the Owner until all such required documents have been furnished. Failure of Contractor to execute and submit such documents within the time specified will be treated, at the option of the Owner, as a breach of the Bidder's Bid Security and the Owner shall be under no further obligation to the 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 the 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 the Contractor's faithful performance of the Contract, including but not limited to the Contractor's obligation to correct any 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 the Contract and furnishing materials in connection with the Contract in accordance with Section 107.170, RSMo. These bonds shall be in effect through the duration of the Contract plus any Guaranty Period required by the Contract Documents.

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

**11.3** If the surety of any bond furnished by the 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, the Contractor shall within ten (10) days substitute another bond and surety, both of which must be acceptable to the Owner. If the Contractor fails to make such substitution, the Owner may procure such required bonds on behalf of Contractor at Contractor's expense.

## **12. Time of Completion**

**12.1** The awarded Contractor 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 of the Contract for Construction.

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

**13.1** The Owner will furnish the Contractor a copy of the executed contract, Performance Bond, and Payment 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**

**15.1.1** The Bidder shall have a minimum goal of providing participation of Diverse Firms in the project, through self-performance, if a Diverse Firm, or by subcontracting with Diverse Firms as subcontractors, suppliers, or manufacturers, in the amount of the percent of contract price stated in the Bid Form (“Supplier Diversity Goals”). The Owner will take into consideration the Bidder’s success in achieving the Supplier Diversity Goals in awarding the contract. Inability of any Bidder to meet one or more of the Supplier Diversity Goals may be cause for rejection of their Bid, unless the Bidder has demonstrated that they made a good faith effort to comply as set forth below.

**15.1.2** In addition to the Supplier Diversity Goals set forth in the Bid Form, a three (3) point bonus preference will be given to a Bidder that is a certified Service-Disabled Veteran Enterprises (SDVE) business doing business as Missouri firm, corporation, or individual, or that maintains a Missouri office or place of business. The bonus preference will **not** be given to a Bidder for the use of SDVE subcontractors, suppliers, or manufacturers. The bonus preference shall be calculated and applied by reducing the Bid amount of the SDVE Bidder by three (3) percent of the apparent low, responsive Bidder’s Bid. Based on this calculation, if the SDVE Bidder’s resulting total Bid valuation is less than the Bid of the apparent low, responsive Bidder, the SDVE Bid becomes the apparent low, responsive Bid. This reduction is for evaluation purposes only and will have no impact on the actual amount(s) of the SDVE Bidder’s Bid or the amount(s) of any contract awarded.

**15.2 List of Diverse Firms**

**15.2.1** The Bidder shall submit, within forty-eight (48) hours of the receipt of bids to the University Contracting Officer, a list of Diverse Firms that will be performing as contractor, subcontractor, supplier, or manufacturer on the project. The list shall separately identify each Diverse Firm by name and address. If acceptance or non-acceptance of alternates will affect the designation of a subcontractor, supplier, or manufacturer, the Bidder shall provide information for each affected category.

**15.2.2** Failure to include a complete list of Diverse Firms that will be used to meet the Supplier Diversity Goals 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 Form or elsewhere in this document.

**15.3 Supplier Diversity Goal Computation**

**15.3.1** 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 or contract and is carrying out its responsibilities by actually performing managing and supervising the work.

**15.3.2** The Bidder may count toward its Supplier Diversity Goals work granted to a second or subsequent tier subcontractor that is a Diverse Firm provided the Diverse Firm assumes the actual and contractual responsibility for performing work on the project. The Bidder may count toward its Supplier Diversity Goals expenditures for materials and/or supplies obtained from a Diverse Firm, provided the Diverse Firm assumes the actual and contractual responsibility for the provision of the materials and/or supplies. To perform a commercially useful function, a supplier or manufacturer that is a Diverse Firm must be responsible for negotiating price, determining quality and quantity, ordering the material, installing (where applicable) and paying for the material itself.

**15.3.3** A Diverse Firm does not perform a commercially useful function if its role is solely that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of participation. In determining whether a firm is such an extra participant, the Owner will examine similar transactions, particularly those in which Diverse Firms do not participate.

**15.3.4** A Bidder that is a certified Diverse Firm may count one hundred percent 100% of the contract amount

towards the applicable Supplier Diversity Goal(s), less any amounts awarded to another Diverse Firm. For projects with separate Supplier Diversity Goals, the Bidder will be required to obtain participation in the other categories for which it is not certified through participation by subcontractors, suppliers, or manufacturers. Therefore, an MBE Bidder is expected to obtain the required SDVE and WBE/DBE/Veteran participation; a WBE/DBE/Veteran Bidder is expected to obtain the required MBE and SDVE participation; and a SDVE Bidder is expected to obtain the required MBE and WBE/DBE/Veteran participation.

**15.3.5** If the Bidder is a joint venture and the joint venture itself is certified as a Diverse Firm, the joint venture may count toward the Supplier Diversity Goals that portion of the total dollar value of the work equal to the percentage of the ownership and control of the Diverse Firm participant in the joint venture. When a Diverse Firm performs work as a participant in a joint venture where the joint venture is **not** separately certified as a Diverse Firm, only the portion of the Contract Sum equal to the distinct, clearly defined portion of the work that the Diverse Firm performs with its own forces shall count toward the Supplier Diversity Goals.

**15.3.6** If a Diverse Firm is certified in more than one Supplier Diversity category, that Diverse Firm may be used to satisfy more than one Supplier Diversity goal, provided that the Diverse Firm is awarded a sufficient percentage of the contract work to meet or exceed all applicable Supplier Diversity Goals.

#### **15.4 Certification of Diverse Firms**

**15.4.1** The Bidder shall submit, within forty-eight (48) hours of the time for receipt of bids, to the University Contracting Officer, the information requested in the “Supplier Diversity Compliance Evaluation Form” for every Diverse Firm the Bidder intends to award work to under the contract to meet the Supplier Diversity Goals.

**15.4.2** “Diverse Firm” is defined in Article 1 of the General Conditions of the Contract for Construction. The Bidder is responsible for obtaining information regarding the certification status of a Diverse Firm. A list of certified Diverse Firms may be obtained by contacting the agencies listed in the document entitled “Supplier Diversity Certifying Agencies.”

**15.4.3** Bidders are urged to encourage their prospective subcontractors, joint venture participants, team partners, suppliers and manufacturers who are Diverse Firms but are not currently certified to obtain certification from one of the approved agencies prior to

bidding.

#### **15.5 Supplier Diversity Participation Waiver**

**15.5.1** 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 Supplier Diversity Participation and has failed, the Bidder shall submit within forty-eight (48) hours of the time for receipt of bids to the University Contracting Officer, 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 Supplier Diversity Goal(s). If the Bidder is judged not to have made a good faith effort, the Bid may be rejected. Bidders who demonstrate that they have made a good faith effort to meet the Supplier Diversity Goal(s) may be awarded the contract regardless of the actual percent of Supplier Diversity Participation, provided that the Bid is otherwise acceptable and is determined to be the lowest, responsive, responsible Bid.

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

**15.5.2.1** The Bidder’s attendance at pre-proposal meetings scheduled to inform Diverse Firms of contracting and subcontracting opportunities and responsibilities associated with Supplier Diversity Participation.

**15.5.2.2** The Bidder’s advertisements in general circulation trade association, and diverse (minority) focused media concerning subcontracting opportunities.

**15.5.2.3** The Bidder’s written notice to specific Diverse Firms that their services were being solicited in sufficient time to allow for their effective participation.

**15.5.2.4** The Bidder’s follow-up attempts to the initial solicitation(s) to determine with certainty whether Diverse Firms were interested.

**15.5.2.5** The Bidder’s efforts to divide the work into packages suitable for subcontracting to Diverse Firms.

**15.5.2.6** The Bidder’s efforts to provide interested Diverse Firms with sufficiently detailed information about the Drawings, Specifications and requirements of the contract, and clear scopes of work for the Diverse Firms to bid on.

**15.5.2.7** 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 Diverse Firms contacted, a description of all information provided to the Diverse Firms, and an explanation as to why agreements were not reached.

**15.5.2.8** The Bidder's efforts to locate Diverse Firms not on the directory list and assist Diverse Firms in becoming certified as such.

**15.5.2.9** The Bidder's initiatives to encourage and develop participation by Diverse Firms.

**15.5.2.10** The Bidder's efforts to help Diverse Firms overcome legal or other barriers impeding the participation of Diverse Firms in the construction contract.

**15.5.2.11** 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.

## **15.6 Submittal of Forms**

**15.6.1** Within forty-eight (48) hours of the time for receipt of bids, the apparent low Bidder shall submit to the University Contracting Officer all Supplier Diversity Compliance Evaluation Form(s), and/or Application for Waiver with supporting information, and an "Affidavit of Supplier Diversity Participation" for every Diverse Firm the Bidder intends to award work on the contract. The affidavit will be signed by both the Bidder and the Diverse Firm. Failure to submit the documents in the time indicated may result in rejection of the Bid.

## **15.7 Additional Bid/Proposer Information**

**15.7.1** The Contracting Officer reserves the right to request from the apparent low Bidder additional information regarding the Bidder's proposed Supplier Diversity Participation and supporting documentation. The Bidder shall respond in writing to the Contracting Officer within twenty-four (24) hours of a request.

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

**15.7.3** The Owner reserves the right to consider additional Supplier Diversity Participation submitted by the Bidder after bids are opened. The Owner may

elect to waive the good faith effort requirement if such additional participation achieves the Supplier Diversity Goal.

**15.7.4** The Bidder shall provide to the Owner information related to the Supplier Diversity Participation included in the Bidder's proposal, including, but not limited to, the complete Application for Waiver, evidence of certification of participating Diverse firms, dollar amount of participation of Diverse Firms, information supporting a good faith effort as described 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.

## **16. List of Subcontractors**

**16.1** If a list of subcontractors is required on the Bid Form, the Bidder shall list the name, city, and state of the firm(s) that 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 Section 15.2 and the complete list of subcontractors required in Section 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 forty-eight (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 errors in the Bid, a listed subcontractor's inability to perform the work, etc. Any request to change a listed subcontractor shall include at a minimum, a 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 herein and Article 5 of the General Conditions of the Contract for Construction will apply.