

INSTRUCTIONS TO BIDDERS / RFP RESPONDENTS
(Projects Over \$100,000 must include Targeted Business Documents)

1. DOCUMENTS

- A. The "Bidding/Contract Documents" include the Project Manual, Drawings, and Addenda.
- B. Bidding/Contract Documents may be obtained for a deposit as specified in the Advertisement For Bid/Proposal. The deposit will be refunded in full to those who return the documents to the Architect in usable condition within ten (10) days after bids / proposals are opened. If the documents are returned defaced or damaged, the deposit will be forfeited to cover the costs of reproduction.

2. EXAMINATION OF DOCUMENTS, SITE, AND CONDITIONS

- A. Bidders/Respondents shall carefully examine the Bidding/Contract Documents, visit the site of the Work, and become fully informed of existing conditions and limitations under which the work is to be performed. Submittal of a bid / proposal shall be conclusive evidence that the Bidder/Respondent has made such examination. Failure to make such examination shall not be accepted as a basis for claims for extra compensation or extension of time.
- B. The work site is occupied and access can be gained by appointment only. Contact the Architect, Engineer, or other designated person for access to the site.
- C. A pre-bid/pre-proposal tour of the work site is scheduled for the time indicated in Document 00030 - Advertisement for Bid/Proposal. Contact the Architect before this date to register for the tour if you plan to attend.

3. INTERPRETATIONS DURING BIDDING/RFP; ADDENDA

- A. Notify the Architect of omissions, discrepancies, or ambiguities in the Bidding/Contract Documents. Submit requests for interpretation or correction in writing, to be received by the Architect not later than five (5) University business days before the bid/ proposal opening date. For purposes of these Instructions, a "University business day" is a day when the general administration of the University located on the Minneapolis Campus is in operation, and such term does not include holidays recognized by the University, nor Saturdays or Sundays.
- B. "Addenda" are documents issued prior to the receipt of bids/proposals, which modify, clarify, or interpret the Bidding/Contract Documents. Addenda become part of the Bidding/Contract Documents when the Contract is executed.
- C. Interpretation or correction of the Bidding/Contract Documents will be issued by Addenda. Interpretations or corrections given by other methods will not be binding and Bidders/Respondents shall not rely on such information. Addenda will be mailed, delivered personally, or by facsimile to each person or firm on record as having received Bidding/Contract Documents.

4. SUBSTITUTIONS OF PRODUCTS

- A. Prior approval of substitutions for specified materials, equipment, and systems shall be obtained from the Architect. Submit requests for approval of substitution in writing, to be

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- B. Received no later than five (5) University business days before the bid/proposal opening date.
Approved substitutions will be listed by Addendum.
- C. Refer to the General Conditions (AIA 201), the University's Supplementary Conditions to the General Conditions of the Contract for Construction, and Section 01600 for additional information concerning substitutions.

5. TARGETED BUSINESS AND URBAN COMMUNITY ECONOMIC DEVELOPMENT

- A. Policies Any contract with an aggregate Base Bid/Proposal of **\$100,000** or more shall demonstrate its commitment to these policies:

1. The Board of Regents of the University of Minnesota believes the purchasing power of the University should enhance business opportunities for Businesses owned and operated by women, minorities and persons with a disability and to prevent discrimination in the employment of minorities, women and disabled persons.
2. The Board of Regents of the University of Minnesota wishes to foster economic growth in the urban communities of which it is a part consistent with Minnesota Statute Section 469.202.

B. Definitions

1. For University purposes a Targeted Business is one which is:

- 51% owned and controlled by a minority, women, or person with a disability.
Minorities are defined as:

African-American persons who have origins in any of the black racial groups of Africa;

Hispanic-American persons of Spanish or Portuguese culture with origins in Mexico, South or Central America or the Caribbean Island

Asian-American persons having origins in the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands; and American Indians and Alaskan Natives persons having origins in any of the original peoples of North America.

Persons with disabilities are defined as:

Persons who satisfy the definition of qualified disabled persons according to The Americans Disabilities Act (P.L. 101-336)

Recognized Certifications: US Small Business Administration, State of Minnesota, National or Minnesota Minority Supplier Development Council, Central Certification (CERT) Program.

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C. General Requirements.

1. A Bidder/Respondent will demonstrate its commitment to achieve meaningful levels of participation with Targeted Businesses, by the percentage of work actually awarded to these businesses on this project.

A meaningful level of participation is a level that is considered reasonable for the size and type of project.

- a) Participation of Targeted Businesses equal to, or greater than ten percent (**10%**) the Base Bid/Proposal for new construction, or the renovation of a building where the construction cost is greater than **\$100,000** dollars is considered per se reasonable. (The University encourages Bidders/Respondents to provide approximately one-half of the stated TGB participation to minority owned businesses and approximately one-half to women and/or disabled owned businesses).
- b) Any level of participation that is not per se reasonable may be determined reasonable if the Bidder/Respondent provides objective evidence that participation at the per se reasonable level is not available for the project.
- c) No less than 75% of the work required or the material purchased shall be provided by the Targeted Business identified on Document 658A for this project.

D. Bid/Proposal Submittal Requirements

- a) Each Bidder/Respondent shall submit along with their bid/proposal the Targeted Business and Urban Community Economic Development Questionnaire (Document 00658-A). Contractor bids/proposals that are not accompanied with this Document shall be deemed non-responsive and may be rejected.
- b) The Successful Bidder/Respondent must submit the following information on a monthly basis:
 - 1) Copies of invoices verifying any supply or material purchases from TGBs
 - 2) Copies of all subcontract agreements issued with TGBs, and
 - 3) Workforce Utilization report, CC-257 form (Document 00659), from prime contractors and subcontractors.
- c) The Successful Bidder/Respondent will be required to submit the following affidavits after all the work has been performed on the project and as a condition of final payment:
 - 1) TGB Total Payment Affidavit (Document 00660).
 - 2) TGB Verification of Completed Work Affidavit (Document 00661).

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6. WORKFORCE UTILIZATION

SMSA (Standard Metropolitan Statistical Area) workforce levels of participation for this project are: 8% Skilled Minority Employees, 15% Unskilled Minority Employees, 4% Female Employees, and 2% Disabled Employees.

A. Preventing Discrimination in Employment

- A Bidder/Respondent demonstrates its commitment to prevent discrimination by its permanent employment of minorities, women, and disabled persons.
- A Bidder/Respondent demonstrates its commitment to prevent discrimination by its planned workforce on this project.
- A Bidder/Respondent demonstrates its commitment to prevent discrimination by its Equal Employment Opportunity / Affirmative Action Policy Statement.
- A Bidder/Respondent demonstrates its commitment to prevent discrimination by an approval or
- Certification by the State of Minnesota or by a Minnesota municipality (Minneapolis, St. Paul, Duluth, etc.) of its Affirmative Action Plan.

7. URBAN COMMUNITY ECONOMIC DEVELOPMENT

A Bidder/Respondent demonstrates its commitment to improve the urban communities in which the University construction projects are located by:

- A. Its current practice of funding, providing personnel to and/or soliciting employees from programs designed to train residents of the targeted areas designated by each city pursuant to Minnesota Statute Section 469.202; and
- B. Its agreement to participate during this project with the University to fund, provide personnel to, and/or solicit employees from programs designed to train residents of the targeted areas designated by each city pursuant to Minnesota Statute Section 469.202.

8. PROGRAM ADMINISTRATION

The University of Minnesota's' Small Business and Urban Development Program is administered by:

Mr. D. Craig Taylor
Director, Business & Community Economic Development
University of Minnesota
2221 University Office Plaza, Suite 136
Minneapolis, MN 55414
Phone: (612) 624-0530
Fax: (612) 625-9056

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9. BID/PROPOSAL PREPARATION

Prepare bids/proposals on the Prime Contract Bid/Proposal Form issued with the Project Manual. Fill in all blank spaces by typing or by printing in ink. If pricing information requested by the form is not required or does not apply, insert "\$0" in the blank space. Do not change the wording of the Bid/Proposal Form. Do not include any interlineations, alterations, or erasures.

- A. Enter a bid/proposal for each Alternate. Enter "No Change" if the Alternate does not change the bid/proposal.
- B. Enter the bid/proposal amount in both writing and figures. In case of discrepancy, the written amounts shall take precedence. Attach the Utilization Report, Alternate Price Schedule, Unit Price Schedule, and Bid/Proposal Security to the Bid/Proposal Form.
- C. Acknowledge receipt of Addenda in the space provided on the Bid/Proposal Form.
- D. There is no exemption from payment of taxes. Include in the bid/proposal all sales, excise, use, and other taxes required by Federal, State, and local laws and statutes.
- E. Sign the Bid/Proposal Form manually in ink. If the Bidder/Respondent is a partnership, the bid/proposal shall be signed by one or more of the partners (as required by the partnership agreement), and the names and addresses of all partners shall be entered upon or attached to the Bid/Proposal Form. If the Bidder/Respondent is a corporation, an authorized officer shall sign the bid/proposal, and the corporate seal (if any) affixed to the Bid/Proposal Form.

10. BID/PROPOSAL SECURITY

- A. Each prime contract bid/proposal shall be accompanied by a bid/proposal security in the amount of 5% of the total of the Base Bid/Proposal and all net additive Alternate Bids/Proposals. The bid/proposal security shall be a bid/proposal bond issued by a Surety Company authorized to do business in the State of Minnesota and acceptable to the University of Minnesota, or a certified check or cashier's check from a federally insured bank, payable to "Regents of the University of Minnesota."
- B. Bid/Proposal securities of unsuccessful Bidders/Respondents will be returned to them within five (5) University business days after award of the prime contract or rejection of all bids/proposals.
- C. The bid/proposal security of the successful prime contract Bidder/Respondent will be retained until a contract satisfactory to the University has been executed and a Performance Bond has been furnished by the successful Bidder/Respondent.
- D. If a successful prime contract Bidder/Respondent fails or refuses either to enter into a contract for the Work or to furnish the Performance Bond, that Bidder's/Respondent's bid/proposal security shall be forfeited to the University as liquidated damages.

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11. PERFORMANCE BOND AND PAYMENT BOND

Prime contract Bidders/Respondents shall include the cost of the Performance Bond and Payment Bonds in the Base Bid/Proposal.

12. BID/PROPOSAL SUBMITTAL

Submit the original Bid/Proposal Form and any requested attachments in the envelope provided by the University and marked "Construction Sealed Bid/Proposal." The University Project Name, the University Project Number, the name and address of the Bidder/Respondent, and the date and hour of the bid/proposal opening should be entered on the envelope. All bids/proposals must be mailed or personally delivered to the address on the Prime Contract Bid/Proposal Form; telephone, oral or facsimile bids/proposals will not be accepted.

13. MODIFICATIONS OR WITHDRAWAL OF BIDS/PROPOSALS

- A. Modifications of a bid/proposal must be submitted in writing by an authorized partner or officer (as the case may be) of a Bidder/Respondent on the Bidder's/Respondent's letterhead and must specify which components of the bid/proposal are modified, but should not set forth the total amount of the modified bid/proposal. Modifications must be received by the University by mail, personal delivery or facsimile, and marked to the attention of Denis Larson, prior to the time scheduled for opening of bids/proposals.
- B. Bids/Proposals may be withdrawn in writing by an authorized partner or officer (as the case may be) of the Bidder/Respondent on the Bidder's/Respondent's letterhead received by the University by mail, personal delivery or facsimile, and marked to the attention of Denis Larson, prior to the time scheduled for opening of bids/proposals (telephone, oral, or facsimile bids/proposals will not be accepted).
- C. The original of any modification or withdrawal transmitted by facsimile must also be mailed to the University (and marked to the attention of Denis Larson), be postmarked the same date as the date of the bid/proposal opening, and received by the University no later than 4:30 p.m. on the second University business day following the date of the bid/proposal opening. Any modification or withdrawal that is transmitted by facsimile should be transmitted to (612) 624-5796. The University shall have no responsibility or liability to any Bidder/Respondent whose bid/proposal is not received within the time frames designated herein, regardless of whether a delay is caused by a third party, the United States or University mail system, or failure or unavailability of any transmitting device.
- D. Bids/Proposals may not be modified or withdrawn after the bid/proposal opening during the bid/proposal guaranty period stated in the Prime Contract Bid/Proposal Form. The University may accept bids/proposals during such period of time.

14. EVALUATION OF BIDS/PROPOSALS

- A. The amount of each Base Bid/Proposal and Alternate Bids/Proposals will be recorded by the University. Each prime contract Bidder's/Respondent's Targeted Business and Community Economic Development Questionnaire will be reviewed and evaluated by the

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Director for the Office of Business & Community Economic Development.

- B. It is the intent of the University to accept the Bid/Proposal of, and award a contract to, the responsive, responsible prime contract Bidder/Respondent submitting the lowest Bid/Proposal, provided the Bidder's/Respondent's bid/proposal has been submitted substantially in accordance with these bidding/contract instructions, is judged to be reasonable in the sole discretion of the University, does not exceed the funds available for the Project, and has been submitted by a Bidder/Respondent that is, together with the Bidder's/Respondent's proposed subcontractors, capable of undertaking the Work in an acceptable manner in the sole discretion of the University.
- C. The University reserves the right, in its sole discretion, to reject any and all bids/proposals, accept any bid/proposal, waive informalities in bids/proposals submitted, and waive minor discrepancies between a bid/proposal and these bidding/contract instructions, as it deems to be in its best interest. Any waiver of the University with respect to the requirements of these bidding/contract instructions shall apply only to the particular instance for which it was made or given, and no such waiver shall constitute a permanent or future waiver of such requirements.
- D. Any Bidder/Respondent may be required, as a condition to award of the contract to the Bidder/Respondent, to furnish evidence that the Bidder/Respondent and its proposed subcontractors have sufficient experience to ensure completion of the Work in a satisfactory manner, and have successfully completed projects similar in scope and type to the Project for which the Bidder/Respondent has bid/proposed.
- E. The University reserves the right to accept Alternate Bids/Proposals out of order. The Contract Sum will be the total of the awarded bidder's/Respondent's Base Bid/Proposal and the awarded Bidder's/Respondent's net Alternate Bids/Proposal's for any Alternates selected by the University.
- F. Where Unit Prices are requested, to provide for contingencies or minor adjustments in the scope of the Work, estimated quantities may not be listed. Unit prices may be requested to provide the University the option of including additional amounts or deleting amounts to the Contract. Separate unit prices may be requested for "add" to, or "deduct" from the scope of the Work. By requesting Unit Prices, the University does not necessarily represent the actual quantity that will be ordered or that the University will order any quantity of that item.

15. EXECUTION OF AGREEMENT

The successful Bidder/Respondent, upon notification by the University of the University's intent to award a Contract, shall execute and deliver a Contractor's Agreement, Payment Bond, Performance Bond, and evidence of all required insurance as described in Documents 00500, 00700, and 00800.

END OF DOCUMENT