

## **BIDDING INSTRUCTIONS**

### **1. ADDENDA**

- 1.1 No interpretation of the meaning of the contract documents, nor correction of any apparent ambiguity, inconsistency or error therein, will be made to any bidder orally. Every request for such interpretation or correction must be in writing, addressed to the Bidding Administrator and must be delivered to the Bidding Administrator at least ten (10) calendar days prior to the date and time set for receipt of bids in order to be given consideration.
- 1.2 All such interpretations will be in the form of written Addenda to the Contract Documents. Any such addenda will be delivered or mailed by certified or registered mail by the Bidding Administrator to all prospective bidders not later than seven (7) calendar days prior to the date set for the receipt of bids.
- 1.3 In case any bidder fails to acknowledge receipt of any such addendum in the space provided in the Bid Form, its Bid will nevertheless be construed as though the Addendum had been received and acknowledged, and the submission of its Bid will constitute acknowledgment of the receipt of same.
- 1.4 No interpretation or correction except that which is provided in writing by the Bidding Administrator will be binding. Prospective bidders are warned that no other source is authorized to give information concerning, or to explain or interpret the Contract Documents.

### **2. AWARD OF CONTRACT**

- 2.1 The Contract will not be awarded until the necessary investigations of the qualifications of the low Bidders and the responsiveness of the low Bids have been made. Such award will be made, or all Bids rejected, within sixty (60) days after the date set for the receipt of the bids.
- 2.2 The Contract will be awarded to the qualified bidder submitting a responsive Bid based upon qualifications, ability to perform, and total amount of bid.
- 2.3 The University shall have the right to reject any or all Bids.
- 2.4 The University will not be liable for any costs in connection with the presentation and submission of any Bid whether responsive or not responsive or submitted by any Bidder whether qualified or not qualified.
- 2.5 To be considered responsive:
  - A. The Bid must conform in all respects to the Advertisement for Bids/Invitation to Bid and to the Bidding Instructions. The Bidding Administrator may reject any Bid that contains omissions, alterations of form, additions not called for, conditions, limitations, unauthorized altered bids or other irregularities of any kind.
  - B. All Bid Items must be balanced and in proportion to each other and to the total amount Bid.
  - C. All individual Bid Items must be sufficient to allow the Contractor to perform the work.
  - D. The Bidder must have attended the Bidder's Conference and Site Inspection.

- 2.6 To be considered qualified, a Bidder must provide information to demonstrate, to the satisfaction of The University, as a minimum, that:
- A. The Bidder has or is able to obtain adequate financial resources to meet its contract obligations and the ability to maintain such resources for the initial term of the Contract plus the additional terms,
  - B. The Bidder has or is able to obtain adequate equipment and tools to perform the Services as required in the Contract Documents or the financial resources to obtain such equipment and supplies,
  - C. The Bidder has adequate technical and managerial experience to perform the services as demonstrated by successful performance at facilities of a similar size and type and by the submission of an adequate, balanced Bid.
  - D. Bidder must also agree to the attached Agreement and General Conditions document.
- 2.7 The Bidding Administrator may waive any informalities or irregularities of bids.

### 3. CONFLICT OF INTEREST

- 3.1 It is the policy of Northwestern University that its employees conduct the affairs of the University in accordance with the highest ethical, legal, and moral standards. A conflict of interest exists where the occurrence of an activity or interest competes with or diminishes the interest of the University or interferes with the employee's performance of duties on behalf of the University. A conflict of interest also exists where the outcome of an activity or decision serves the personal, professional, or economic interest of the employee and is in conflict with the interests of the university. Some examples that commonly present conflicts of interest are those that require determining the use of suppliers, University resources, or one's use of work time.

To avoid a conflict between personal or professional interests and University interests, an employee must not be in a position to make a decision for the University if his or her personal, professional, economic gain or interest may be directly influenced or affected by the outcome.

Bidders shall identify any potential conflicts of interest their staff may have with the staff of Facilities.

- 3.2 The Facilities Department of Northwestern University values its relationships with organizations that provide construction services, support services, or materials/equipment. That relationship sometimes results in organizations providing meals, gifts, or entertainment to our employees. We understand that these may be well-intentioned gestures of appreciation; however, we ask that you understand that there are limitations on what our employees may accept without causing a conflict of interest or the perception of impropriety.

Vendors shall ensure that inappropriate gifts or entertainment are not offered to Northwestern staff. We do not want our employees to be put in a situation that creates a conflict of interest or even creates an appearance that their business judgment is being improperly influenced. Provision of inappropriate gifts or entertainment to Facilities employees is unacceptable and could result in the severing of our relationship with the offending organization.

## 4. TAXES AND FEE EXEMPTIONS

The University is exempt from the retailers' occupation tax, the service occupation tax (both state and local), sales and use tax, and services use tax. The University's Illinois State tax exemption identification number is E 9990-4055-06.

The University is also exempt from the Federal excise tax as an exempt institution (sec. 4222,IRC). The University's Federal excise tax exemption certificate registry number is 3673-0269F.

## 5. BIDDER'S CONFERENCE AND SITE INSPECTION

- 5.1 Each Bidder desiring to submit a bid must attend a Bidder's Conference and Site Inspection to be held on (insert date) at (insert location and time).
- 5.2 Each Bidder, by submitting a bid, shall certify that it has carefully examined the site of the work, examined all Contract Documents, and is fully informed as to the operational activities of The University with regard to the performance of the Services as defined in the Contract Documents.
- 5.3 Any Bidder wishing to further inspect the site may do so by arranging an appointment with the Bidding Administrator at least 48 hours prior to the desired time of inspection.

## 6. BID DOCUMENT

- 6.1 Requests shall be formatted and identified as follows:

Project Manager's Project Name: (insert project name)

- 6.2 Inquiry:

- A. Changes arising out of questions requiring interpretation, clarification or correction to the Bid Documents will be made by Addendum.
- B. Bidders shall not rely on any oral interpretation, clarification, or correction made by the Project Supervisor or Project Manager, Owner, or authorized representative.

- 6.3 Substitution of Materials

- A. The materials, systems, and equipment described in the Bidding documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.
- B. No substitution will be considered unless written request for consideration has been submitted by the Bidder and has been received by the Project Supervisor or Project Manager at least seven working days prior to the date for receipt of Bids. Substitutions shall be submitted on "Section 01600 Product Requirements". Each request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, cuts, performance and test data, and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment, or work that incorporation of the substitute would require shall be included. Burden of proof of the merit of the proposed substitute is upon the Bidder. The Owner's decision of approval or disapproval of a proposed substitution shall be final.
- C. If the Owner approves any proposed substitution such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.

## 6.4 Basis of Bids

- A. A Single Lump Sum Bid will be received from General Contractor only, and a Single Lump Sum Contract awarded for the entire work hereunder, including selective demolition, general construction, mechanical work, and all other branches of work as shown and specified.

## 6.5 Preparation of Bids

- A. Bids shall be submitted in duplicate on forms furnished by the Project Supervisor or Project Manager with all appropriate blank spaces completed. Submit two (2) copies including two (2) notarized signature sets. Numbers shall be stated both in writing and in figures. In case of any discrepancy in the Lump Sum amount, the amount expressed in written words shall govern. The signatures shall be without interlineations, alteration, or erasure unless initialed by the Bidder. Bids shall not contain any recapitulation of the work to be done.
- B. If the Bidder is a corporation, the Bid shall contain the legal name of the corporation, shall be signed by a duly authorized officer, and the corporate seal affixed. If a partnership, it shall be signed by one of the partners authorized to execute documents and shall give the names and addresses of all partners.

## 6.6 Qualification of Bidders

- A. If requested, the Bidder shall file with the Owner a statement of his qualifications and ability, financial and professional, to construct a project of this character. Statement shall include reference to current work of comparable nature, which the Bidder has executed. The Owner reserves the right to limit the Bidder to those who can submit evidence of experience and ability satisfactory to the Owner.

## 6.7 Bid Term

- A. The undersigned agrees that the sums stated herein shall be good and shall not be withdrawn for a period of 60 calendar days after the bid due time and date.

## 6.8 Non-Collusion Affidavit

- A. The undersigned certifies that the Bid is made in good faith, without fraud, collusion or connection of any kind with any other Bidder, that he is competing in his own interest and in his own behalf without connection with or obligation to any undisclosed person, and has made his own examination and estimates and there from presents this Bid.

## 7. SUPPLIER DIVERSITY

It is the policy of the University to contribute to the establishment, preservation, and strengthening of small business enterprises (SBE), minority-owned business enterprises (MBE), woman-owned business enterprises (WBE) and local (Evanston) business enterprises (LBE).

Bidders shall indicate in their proposal if they have status as a minority-owned, women-owned, disadvantaged, or local-owned (Evanston) business enterprise (M/W/D/LBE).

## 8. SUBCONTRACTORS

The University also encourages contractors to provide for the participation of S/M/W/LBEs through partnerships, joint ventures, subcontracts, or other contractual opportunities. Bidders shall indicate **ALL** subcontractors that will be utilized specifically related to the Contract, a description of the work to be subcontracted, and whether they fit the definition of any supplier diversity category described above, see Facilities Supplier Diversity Subcontractor Form (NUsub-1) available at the following link:

- [http://www.northwestern.edu/userservices/purchasing/programs\\_initiatives/supplier-diversity.html](http://www.northwestern.edu/userservices/purchasing/programs_initiatives/supplier-diversity.html)

All subcontractors are subject to the approval of the University and any subcontractor changes during the term of the Contract must also be approved by the University.

**Reporting.** Upon completion of the project, the Contractor will be required to provide a final report of all actual sub-contractor spend using the format above to the NU Project Manager.

**Vendor Responsibilities.** Vendor may not without Northwestern's prior written consent, subcontract or assign any of the Vendor's rights or obligations under this agreement. The Vendor assumes responsibility for all contractual activities. Further, the University will consider the Vendor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the agreement. The Vendor is totally responsible for adherence by their subcontractors, should subcontractors be approved and used, to all provisions of the agreement.

## 9. SUBMISSION OF BIDS

- 9.1 Sealed bids for the project will be received at the Office of Facilities Operations until (insert date and time). and will be privately opened.
- 9.2 Any bids received after time and date stated above will be returned unopened.
- 9.3 Bids shall be submitted on forms similar to that contained herein. The form bound herein shall not be used.
- 9.4 Enclose Bids in double envelopes, each marked as follows:

**To:** Northwestern University  
Facilities Operations  
2020 Ridge Ave., Suite 200  
Evanston, IL 60208-4301

Attn: (project manager)  
Bid For: (project name)  
Bid From: (bidder's name)

**BID FORM = DO NOT OPEN**

## 10. OPENING OF BIDS AND AWARD OF CONTRACT

- A. The Owner reserves the right to reject any or all bids, the right to waive minor informalities in any bid, and the right to make the award in the best interest of the Owner.
- B. The low Bid will be determined upon combined total cost of **the Base Bid Sum and such additive or deductive alternates** as the Owner elects to accept. This will be the Contract Sum.
- C. The successful Bidder shall execute a contract in the form provided.
- D. A schedule of values shall be attached to the bid form.

All proposals are subject to the terms and conditions outlined herein. All responses will be controlled by such terms and conditions and the submission of other terms and conditions and other documents as part of a Bidder's response will be waived and have no effect either on this ITB or any Contract that may be awarded resulting from this solicitation. The submission of any other terms and conditions by a Bidder may be grounds for rejection of the Bidder's proposal.

Bidder specifically agrees to the conditions set forth in the above paragraph by affixing his signature on the 'Execution of Proposal' page contained herein.

## 11. MODIFICATIONS OR WITHDRAWAL OF BIDS

- 11.1 Bid may not be modified, withdrawn, or cancelled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and Bidder so agrees in submitting his Bid.
- 11.2 Prior to the time and date designated for receipt of Bids, Bids submitted early may not be modified or withdrawn only by notice to the party receiving Bids at the place and prior to time designated for receipt of Bids.
- 11.3 Such notice shall be in writing over the signature of the Bidder and must have been mailed and post-marked on or before the date and time set for receipt of Bids; it shall be so worded as not to reveal the amount of the original Bid.
- 11.4 Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.