# CONTRACTOR'S REGISTRATION

## All bidders at the time of bid submittal must be registered by the Washington State Department of Labor and Industries in accordance with 18.27 RCW, 18.106 RCW, 19.28 RCW, and 70.87 RCW.

# SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK

### Bidder acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the Work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the Work or its cost.

If there will be no pre-bid site meeting and walk-through, delete the following paragraph.

### The Project site is available for inspection for prospective bidders at a pre-bid site meeting and walk-through, as indicated in the Advertisement for Bids, and existing conditions should be examined. This will be the only opportunity for bidders to visit the project site.

### Bidder acknowledges that it has satisfied itself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by Owner, as well as from the drawings and specifications made a part of these Contract Documents.

### Bidder acknowledges that adjoining areas will be conducting normal operations during the work. Bidder should anticipate pedestrian and traffic congestion, limited parking, and the requirement that the work be coordinated with ongoing operations.

### Bidder acknowledges that its bid is based upon a schedule and assumptions which incorporate these conditions.

### Owner assumes no responsibility for any conclusions or interpretations made by bidder based on the information made available by Owner. Should a bidder find discrepancies or omissions in the drawings or specifications, or should bidder be in doubt as to their meaning, bidder shall at once notify the Owner. If appropriate, Owner will send written instructions to all bidders by addenda. Questions received less than 5days before the bid due date and time may not be answered. All addenda issued shall be incorporated into these Contract Documents.

# PREPARATION OF BIDS

## Bidder shall comply with the following instructions in preparing its bid.

### The name, address, and Contractor's license number of bidder shall be typed or printed on the bid in the space provided. The name must match the name on the bid guarantee.

#### Bids must be (1) submitted on the forms furnished by Owner or on copies of those forms, and (2) signed by the bidder.

### Bidders shall submit bids in the format provided in the Bid Form. Only the amounts and information asked for in the Bid Form furnished will be considered as the bid. All blank spaces must be filled in.

### Bidder shall bid upon all alternates indicated in the Bid Form. When bidding on alternates for which there is no charge, bidder shall write the words "No Charge" in the space provided on the Bid Form. If a bidder fails to bid an alternate, or notes "no bid," it will be construed as meaning that there will be no change in the Contract Sum and that the alternate is included in the Contract Sum. Alternate bids will not be considered unless requested in the Bid Form.

### Bidder shall provide the names of the licensed subcontractors and proof of license with whom the bidder, if awarded the contract, will subcontract for the performance of the work of: HVAC (heating, ventilation and air conditioning), plumbing as described in chapter 18.106 RCW, and electrical as described in chapter 19.28 RCW, or to name itself for the work if it is licensed to perform the work for which it has named itself. Errors identified by the Owner in the proof of license information must be corrected by the bidder within 48 hours of bid submission. The Bidder shall not list more than one subcontractor for each category of work identified, unless subcontractors vary with bid alternates, in which case the bidder must indicate which subcontractor will be used for which alternate. Failure of the bidder to submit as part of the bid the names of such subcontractors or to name itself to perform such work or the naming of two or more subcontractors to perform the same work shall render the bidder’s bid nonresponsive and, therefore, void. The requirement of this section to name the bidders’ proposed heating, ventilation and air conditioning, plumbing and electrical subcontractors applies only to subcontractors who will contract directly with the Bidder.

For projects with an estimated construction cost of less than $1 million, delete the following paragraph.

### Bidder shall submit with within 48 hours of the published bid submittal time, as amended by addenda, Part II of its Bid Form, the names of the subcontractors with whom the bidder, if awarded the contract, will subcontract for performance of the work of structural steel installation and rebar installation. Failure of the bidder to submit Part II of the Bid Form within the required timeline shall render the bidder’s bid nonresponsive, and therefore, void. **Part II of the Bid Form shall be emailed to PDGbids@uw.edu.**

### The cost of trench safety systems for trench excavation that exceeds a depth of four feet must be identified as a lump sum amount on the Bid Form as well as included in the Base Bid amount. The costs of trench safety systems shall not be considered as incidental to any other contract item, and any attempt to include the trench safety systems as an incidental cost is prohibited. Identification of this amount is an acknowledgment that the bidder has considered proper safety provisions in the estimate but does not relieve the bidder of responsibility for full compliance with all laws and statutes regardless of their actual cost. If this project will involve trench excavation in excess of a depth of four feet, bidder must include a lump sum dollar amount. “N/A” and ‘zero” are not responsive.

### Bidders shall acknowledge all addenda by identifying the addendum number(s) in the space provided on the Bid Form. Notwithstanding any automatic notification methods utilized by Bidder, Bidder is responsible for checking Owner’s Workday Strategic Sourcing website for any addenda issued up to and until the bid due date and time specified in Section 00 11 00.

### Bidder shall include in the bid all allowances provided in the Bid Form. Owner will pay the difference if the actual cost exceeds the allowance.

# TAXES

## The bid shall include all taxes imposed by law except Washington State Sales Tax. Sales tax shall not be included in the bid price, **except** that the retail sales tax upon sales and rentals to prime contractors and subcontractors of tools, equipment, and material primarily for use by the Contractor rather than for resale as a component part of the finished structure, shall be included in the bid price. A proportionate amount of State sales tax will be added to each progress payment, collected from Owner, and paid to the State by Contractor.

# BID GUARANTEE

## Bidder shall furnish a bid guarantee in the form of a firm commitment, such as bid bond, postal money order, cash or cashier's check payable to Owner, in the amount of at least 5% of the base bid. Owner reserves the right to hold the bid guarantees of all bidders until the successful bidder has entered into the contract and furnished the required bonds and insurance certificates, or for a period of 60 days, whichever is the shorter time.

# FILING FEES

## Applicable state laws concerning prevailing wages, hours, workers' compensation and other conditions of employment are called to the attention of bidders for their compliance. Bidder shall include in the bid any filing fees required to comply with applicable labor laws.

# SPECIFIED PRODUCTS

## Bids must be based upon use of items named in the specifications, or approved equals or substitutions. In certain cases, specific items have been named because of operational or maintenance considerations; approval of equals or substitutions should not be assumed.

## Requests for approval of equals or substitutions must be made in writing and received by the A/E at least 5 days prior to the date of bid due date and time . Said request must include complete descriptions, technical data, and performance records. Any approval of the proposed equal or substitution will be made by addendum issued to all bidders. See Section 01 25 00, Substitution Procedures, for instructions.

# SUBMISSION AND WITHDRAWAL OF BIDS

### Bids and bid modifications shall be submitted in Workday Strategic Sourcing or as specified in the Advertisement for Bids.

Select one of two options for modifying bid forms. Delete the option that does not apply.

The first option is for projects with an estimated construction cost of less than $1 million.

### Bids may be modified in Workday Strategic Sourcing if received before bid due date and time.

The second option is for projects with an estimated construction cost equal to or greater than $1 million.

### Part II of the Bid Form may be modified by emailing a revised Part II if received prior to the deadline for submittal of Part II.

End of options.

### Receipt of bids and bid modifications by telegraph, facsimile, telephone, or orally will not be considered, with the exception of Part II of the Bid Form, which must be submitted by email to [PDGbids@uw.edu](mailto:PDGbids@uw.edu) when required.

### A bidder may withdraw its bid through Workday Strategic Sourcing website before the bid due date and time..

# LATE SUBMISSIONS

Select one of two options for no consideration of late submissions. Delete the option that does not apply.

The first option is for projects with an estimated construction cost of less than $1 million.

### Any bid, bid modification or request to withdraw a bid which is received after bid due date and time will not be considered.

The second option is for projects with an estimated construction cost equal to or greater than $1 million.

### Any bid, bid modification or request to withdraw a bid which is received after the deadlines set forth herein will not be considered.

End of options.

### The only acceptable evidence to establish the time of receipt is when the submission is received and logged by Workday Strategic Sourcing or other documentary evidence of receipt maintained by Owner.

# BID EVALUATION

Select one of two options for the first paragraph of BID EVALUATION. Delete the option that does not apply.

The first option is for projects with an estimated construction cost of less than $1 million.

## Bids which are incomplete, or which are conditioned in any way, or which contain erasures, alterations, or items not called for in the Bid Form, or which are not in conformity with the law or with these Instructions, shall be rejected as nonresponsive if the irregularity is material and may be rejected as nonresponsive if the irregularity is not material.

The second option is for projects with an estimated construction cost equal to or greater than $1 million.

## Bids which are incomplete, or which are conditioned in any way, or which contain erasures, alterations, or items not called for in the Bid Form, or which are not in conformity with the law or with these Instructions, shall be rejected as nonresponsive if the irregularity is material and may be rejected as nonresponsive if the irregularity is not material. Failure to submit Part II of the Bid Form within the allotted times as described in the Advertisement for Bid, Section 00 11 00, shall render the entire bid nonresponsive.

End of options.

For projects that do not include unit pricing delete the following three paragraphs

## After the public bid reading, bids will be checked for correctness of bid item price extensions and the total bid price. A discrepancy between the bid item price and the extended amount of any bid item shall be resolved by accepting the bid unit price as correct. The summation of extensions, corrected where necessary, will be used for the purposes of determining the low bidder.

## The Bid Form identifies line items for unit bid amounts for time and material pricing (Column A). Each line item includes a column (Column B) with estimated quantities to be used for bid evaluation. The final column (Column C) is the cost extension resulting from multiplying the Bidder’s unit bid amounts (Column A) by the estimated quantity (Column B). The bidder shall complete Columns A and C and total all amounts in Column C to obtain the total base bid amount. All extensions, and the total base bid amount, will be verified and corrected, if required, by the Owner before award.

## If the bid includes a supplemental schedule of unit prices for labor and materials, or other items for the purpose of establishing a cost basis for unforeseen contract changes, Owner reserves the right to reject, without impairing the balance of the bid, any or all such predetermined unit prices.

## Owner reserves the right to reject any or all bids and to waive any informalities or nonmaterial irregularities in the bids received.

## The determination of the low responsive bid shall be made by Owner based upon any combination of the base bid and alternates which, in Owner's sole discretion, is in Owner's best interest considering price, schedule and other factors. The numbering of the alternates in the Bid Form bears no relationship to the order in which the alternates may be selected by Owner.

## In accordance with RCW 39.04.380, for a public works bid received from a nonresident contractor from a state that provides an in-state percentage bidding preference, a Comparable Percentage Disadvantage (CPD) will be applied to the bid of that nonresident contractor. The CPD is the percent advantage provided by the nonresident contractor’s home state. For the purpose of determining the successful bidder, Owner will multiply the nonresident contractor bid amount by the CPD. The “bid amount” shall be the total of the base bid and all accepted alternate bid items. The CPD shall be added to the nonresident contractor bid amount to establish the Nonresident Disadvantage Total. The Nonresident Disadvantage Total shall be compared to the Washington state contractor bid amounts.

## See example below:

|  |  |
| --- | --- |
| Alaska Nonresident Contractor Bid Amount | $100,000 |
| Multiplied by the Alaska CPD | x 0.05 |
| Alaska CPD Total | $ 5,000 |
| Alaska Nonresident Contractor Bid Amount | $100,000 |
| Alaska CPD Total | + $5,000 |
| Nonresident Disadvantage Total | $105,000 |

## If the Nonresident Disadvantage Total is lower than all other Washington contractor bid amounts, the Alaska nonresident contractor is the low bidder and will be awarded a contract for the bid amount of $100,000, provided that they are determined to be a responsive and responsible bidder.

## If the Nonresident Disadvantage Total is higher than a Washington contractor bid amount, the Washington bidder will be awarded a contract for the bid amount, provided that they are determined to be a responsive and responsible bidder.

# LOW RESPONSIBLE BIDDER

### It is the intent of Owner to award a contract to the low responsible bidder. Before award, the bidder must meet the following bidder responsibility criteria to be considered a responsible bidder. The bidder may be required by the Owner to submit documentation demonstrating compliance with the criteria. The bidder must:

##### Have a current certificate of registration in compliance with chapter 18.27 RCW, 18.106 RCW, 70.87 RCW or 19.28 RCW which must have been in effect at the time of bid submittal.

##### Have a current Washington Unified Business Identifier (UBI) number.

##### If applicable:

###### Have Industrial Insurance (workers’ compensation) coverage for the bidder’s employees working in Washington, as required in Title 51 RCW;

###### Have a Washington Employment Security Department number, as required in Title 50 RCW;

###### Have a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW.

##### Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).

##### If applicable, provide evidence of the required contractor training from Washington State Department of Labor & Industry. Chapter 39.04.350 and 39.06.020 RCW.

##### Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of Chapter 49.46, 49.48, or 49.52 RCW.

For projects with an estimated construction cost of less than $1 million, delete the following paragraph.

##### Not have been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter 49.04 RCW for the one-year period immediately preceding the first date of advertising for this project.

If no additional supplemental bidder responsibility criteria will be applied in the evaluation of the low bidder, delete the unused paragraphs.

If additional supplemental bidder responsibility criteria relevant to the project will be applied in the evaluation of the low bidder, add them to the unused paragraphs. Include the criteria in paragraph B and the documentation to be submitted by the bidder in paragraph C. Include a Contractor Information Form that reflects the exact language of the additional supplemental bidder responsibility criteria.

If the A/E or the University’s Project Manager believes that additional supplemental bidder responsibility criteria should be used on the project, consult with the Project Director and Director of Contracting as soon as possible for discussions and development of the criteria and the Contractor Information Form.

### In addition to the bidder responsibility criteria above, the bidder must also meet the following relevant supplemental bidder responsibility criteria applicable to the project:

##### Enter description of bidder responsibility criteria here, if applicable.

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### As evidence that the bidder meets the bidder responsibility criteria in paragraph B above, the apparent low bidder must submit documentation as may be required below to the Owner within 48 hours of the bid submittal deadline. The Owner reserves the right to request such documentation from other bidders also.

##### Enter description of bidder responsibility documentation here, if applicable.

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### If the Owner determines the bidder does not meet the bidder responsibility criteria in paragraph B above and is therefore not a responsible bidder, the Owner shall notify the bidder in writing with the reasons for its determination. If the bidder disagrees with this determination, it may appeal the determination within 24 hours of receipt of the Owner’s determination by presenting additional information to the Owner. The Owner will consider the additional information before issuing its final determination. If the final determination affirms that the bidder is not responsible, the Owner will not execute a contract with any other bidder until two business days after the bidder determined to be not responsible has received the final determination.

# CONTRACT AWARD AND EXECUTION

## The formal acceptance by the Owner of the lowest responsive bid of a responsible bidder will be in the form of a notice of award of public works contract issued by the Owner to the bidder. Within 7 calendar days of the notice of award date, bidder shall submit an executed Contract (see Appendix A); certificate of insurance and endorsements as required in the Contract Documents; and Payment and Performance Bonds using AIA Document A312, most current edition, or other form acceptable to Owner, in Contract Award Amount plus Washington State Sales Tax. If the successful bidder, after award of the Contract, fails to execute all Contract Documents or provide insurance documentation and bonds as required within the time specified, Owner may revoke award of the Contract and the bid guarantee may be retained by Owner.

For projects at the University of Washington Medical Center and Harborview Medical Center, include the language from here to END OF SECTION.

For all other projects, delete language from here to END OF SECTION. Retain “END OF SECTION”.

# FEDERAL EXCLUSION REQUIREMENTS

## By submitting a bid for this project, Contractor hereby represents and warrants that it is not and at no time has been, excluded, suspended, or barred from participation in, or otherwise sanctioned by any federally funded health care program, including Medicare and Medicaid. Contractor hereby agrees to immediately notify the Owner of any threatened, proposed, or actual exclusion, suspension, or debarment from any federally funded health care program, including Medicare and Medicaid.

## Individuals or entities that are excluded by the Office of the Inspector General from working on federally-funded programs will not be permitted to work on this project. If a contractor, including any subcontractors or suppliers, is found to be barred by the OIG, that contractor shall immediately be excluded from the jobsite and the Owner will not be responsible for any damage or delay resulting from such exclusion. Contractor should check the exclusion program of the OIG to verify that neither it nor its subcontractors or suppliers appear on the database. The database may be accessed through the OIG website at www.oig.hhs.gov. Upon receipt of a notice of award of contract from the Owner, Contractor shall submit a list of subcontractors and suppliers for review by Owner.

# UNIVERSITY OF WASHINGTON’S CORPORATE COMPLIANCE PLAN

## The University of Washington’s Medical Center’s Corporate Compliance Plan is designed to ensure that the Hospital complies with federal, state, and local laws and regulations. It focuses on the promotion of good corporate citizenship, including a commitment to uphold the highest standard of ethical and legal business practices, and the prevention of misconduct. Contractor agrees to conduct all business transactions that occur pursuant to this contract in accordance with all applicable laws, regulations, and Hospital compliance policies, and ensure that Contractors, its officers, employees and agents do the same. Any major compliance violations would be considered a material breach of this contract.

END OF SECTION