AEC PROJECT MANUAL
FOR
ELECTRONIC BID SUBMISSION

BUILDING NAME
Building No. 100*XXXX*

PROJECT DESCRIPTION
Bidpack *XX*
U-M Project Number P0000*XXXX*

DESIGN PROFESSIONAL: ***DP Name***
DP Address
DP CITY, STATE ZIP

DATE: ***MM/DD/YYYY***

AEC PROJECT MANUAL

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SGC	*Standard General Conditions Applicable to Projects Where the Owner has Retained the Services of a Contractor (Nov 2016; Rev. 6/18, 8/21) *https://umaec.umich.edu/wp-content/uploads/2022/11/210831-GC-General-Conditions-Template.pdf*
CSR	*Construction Safety Guidelines *http://ehs.umich.edu/wp-content/uploads/2016/08/ContractorSafetyGuidelines.pdf*

SPECIFICATIONS - CSI DIVISIONS (Refer to Separate Specifications Table of Contents)

DRAWINGS - (Refer to Separate Drawings Index)

* View and/or download from website shown. Copy available upon request.

INSTRUCTIONS TO BIDDERS

OWNER: The Regents of the University of Michigan

PROJECT: *Building Name*
Building No. 100*XXXX*
Project Name
Bidpack *XX*

U-M Project No P000X*XXXX*

DESIGN PROFESSIONAL: *DP Name*
DP Address
DP City, State Zip

1. LOCATION OF PROJECT

ADDRESS OF PROJECT

2. ACCEPTANCE OF BID (AWARD)

It is the intent of the Owner to award a Contract to the lowest qualified Bidder provided the Proposal has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Owner will have the right to waive informalities and irregularities in a Proposal received and to accept the Proposal which, in the Owner's judgment, is in the Owner's own best interests.

The Owner will have the right to accept Alternates in any order or combination, unless specifically provided in the Bidding Documents, and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted.

The Owner reserves the right to award in part, in whole or not at all.

3. PROPOSALS AND SCOPE

A. The Owner will receive electronically submitted Proposals (or alternatively sealed bids at the option of the Bidder) for work as set forth in the "Invitation for Bid" and until the bid due date and time stated in the Invitation for Bid".

B. Bids that are submitted or that arrive after the time set for the bid opening, as determined by the Owner, will not be opened or considered. The Owner reserves the right to waive informalities and irregularities in a bid as its interests may require.

C. Proposals are invited for work in accordance with these specifications and the accompanying drawings prepared by the Design Professional.

D. The Proposal must be submitted on forms that are furnished with the documents. The completed forms must not include interlineations, alterations or erasure; and must not contain recapitulation of the work to be done. Proposal dollar amounts must be stated in writing and numeric. In case of a discrepancy between the written

statement and the numbers, the written statement will govern. Proposal submitted in any other form will not be considered.

E. Bidders must have a dedicated email address for the Owner's use to electronically transmit bid information to the Bidder, such as the "Invitation to Bid", Addenda announcements, and delivery of the "Notice to Proceed" to the successful Bidder.

Bidders will submit their Proposals electronically to the ELECTRONIC BID BOX at email address umaecbid@umich.edu . The "subject" line of the email should read:

"BID FOR P0000XXXX DUE: mm/dd/yyyy at _____PM"

DO NOT USE THE ELECTRONIC BID BOX FOR ANY OTHER PURPOSE OTHER THAN THE PROPOSAL SUBMISSION. Due to current access restrictions to university buildings, only electronically submitted bids will be accepted until further notice.

F. After the time set for opening of Proposals, no Proposal may be withdrawn for a period of sixty (60) days without consequence. However, any Bidder may withdraw his Proposal prior to the time set for opening Proposals.

G. Unless a bidder is selected to perform part of the work, they are required to destroy all copies of plans within 90 days of the Bid Due Date.

H. The Owner's Standard General Conditions and any other amendments, included herein, by reference or by addendum, govern all operations that are to be conducted in the performance of any contract entered into for the Work described in the Invitation for Bid. The Standard General Conditions are available for examination and download at the Owner's website https://umaec.umich.edu/wp-content/uploads/2022/11/210831-GC-General-Conditions-Template.pdf or a hard copy may be requested from the Owner's AEC Project Controls Office.

4. MODIFICATIONS

Any Bidder may modify and resubmit, or withdraw their previously submitted bid prior to the scheduled due date and time without prejudice. Resubmit or withdraw the bid by Email to the ELECTRONIC BID BOX (Email Address: umaecbid@umich.edu:).

5. EXAMINATION AND TOUR OF SITE

A. All Bidders are expected to tour the site of the proposed project to acquaint themselves with the actual conditions. Refer to the Invitation for Bid Letter, sent to invitees, for the date, time and location of any required Pre-Bid site tour or orientation meetings scheduled by the Owner.

B. Before submitting a Proposal, each Bidder must inspect the site of the proposed work to arrive at a clear understanding of the actual conditions under which the work is to be done. Bidders will be held to have compared the premises with the drawings and specifications to have satisfied the Bidder as to all conditions affecting the execution of the work.

C. No allowance or extra compensation concerning any matter or thing about which the Bidder might have reasonably been informed through such examination will be allowed.

6. TAXES

Each Proposal submitted must include, and the successful Bidder will be required to pay, all taxes which are levied by Federal, State or Municipal Governments upon labor and materials entering into the Work. If indicated in the Bidding Documents and on the Form of Proposal, the contractor will pay sales and use tax on equipment or material that is pre-purchased by the owner for installation by the contractor. The Owner reserves the right to require evidence of payment of such taxes prior to final payment.

For Tax-Exempt Hospital Projects:

TAX EXEMPT

The project is for a tax-exempt Hospital, granted such status by authorized taxing units of the State of Michigan, and is exempt from Federal Excise Tax and Michigan General Sales Tax (Re: Michigan Public Act 167 of 1933, Section 4 as amended).

7. OWNER'S OPTIONS / VOLUNTARY ALTERNATES

Reference in the Bidding Documents to any article, device, product, material, fixture, form, process, or type construction by name, make, type or style will be interpreted as establishing a standard of quality and not as limiting competition. However, substitutions will only be considered through the "Owner's Options/ Voluntary Alternates" provisions of the Bidding Documents as follows:

a) where only one such name, make, type or style is specified in any instance, whether or not followed by the phrase "or other approved", "or equal" or other words to that effect, the contractor's Proposal must be based on the name, make, type or style so specified; and

b) where the Bidding Documents mention more than one name of subcontractor, supplier or process, or more than one name, make type or style of article, material or equipment item, the Contractor's Proposal must be based on one of the named makes, types or styles; and

c) when substitutions are proposed, the Contractor's proposal must clearly state, under the heading "Owner's Options / Voluntary Alternates", the names, makes, types or styles which the Contractor may propose other than those designated in the Bidding Documents together with the proposed cost adjustments, if any.

8. CONTRACT SECURITY

A. The amount contained in each submitted Proposal must include the premiums and all other charges, if any, for the Performance and Payment bonds, each in the full amount of the Proposal sum.

B. The Performance Bond is security for the faithful performance of the contract, and the Labor and Material Payment Bond, including both wages and fringe benefits for subcontractors' employees, as security for the payment of all persons performing labor and furnishing materials in connection with the contract. Bonds must reference the Owner as "The Regents of the University of Michigan, a Michigan Constitutional Corporation" and all bonds and sureties must be acceptable to the Owner.

C. Nothing in these Instructions to Bidders, any Addenda, the Standard General Conditions, the Specifications or Drawings relating to waiver and sworn statements regarding payments make the Design Professional or Owner liable for adequacy of waivers and sworn statements.

9. INTERPRETATION OF DOCUMENTS AND ADDENDA

A. Before the Owner makes the award, neither the Owner nor Design Professional will give verbal answers to inquiries regarding the meaning of drawings and specifications, or verbal instructions. Any such verbal statements by any persons, prior to the award, are invalid.

B. Any explanation desired by Bidders must be requested of the Design Professional in writing, and if explanation is necessary, a reply will be made in the form of an addendum, a copy of which will be forwarded to each Bidder who has received a set of the Bidding Documents and to such other prospective Bidders as have requested a copy of each addenda.

C. No questions or inquiry relative to interpretation of bidding documents will be entertained within the last three (3) days before the bid due date.

D. All questions and inquiries regarding the Project must be directed to:

Contact Name, Title, Firm Name, and Email Address

DO NOT USE THE ELECTRONIC BID BOX EMAIL ADDRESS FOR ANY INQUIRES REGARDING THE PROJECT.

E. Any addenda issued to Bidders prior to the date and time of receipt of Proposals become a part of the Contract Documents and all Proposals are to include the work described in the addenda. Each Proposal submitted must list all addenda which have been received before the bid due date and time.

10. INSURANCE

The successful Bidder will be required to maintain Commercial General Liability, Auto Liability, Worker's Compensation and other insurance coverages applicable to the project in accordance with Section 11 of The University of Michigan Standard General Conditions. Insurance Policies adhere to the requirements set forth in Section 11.3 of the Standard General Conditions.

11. NOTICE TO PROCEED

The successful Bidder will be issued a "Notice to Proceed" to indicate the University's intent to award the Contract. This notice will indicate the Contract Sum and will itemize all accepted Alternates and Owner's Options /Voluntary Alternates included in the Contract Sum. Any action taken or costs incurred by the apparent successful Bidder prior to the issuance of the written notice will be at his own risk.

12. TIME OF STARTING AND COMPLETION

The date of the Notice to Proceed will be the official "date of award" of the Contract. The successful Bidder must furnish the required project specific safety plan, bonds and insurance, to the Owner's AEC Project Controls Office and commence active work on the project, all within ten (10) days after date of official Notice to Proceed, as described above, unless a longer period is stated in the Bidding Documents, and must complete the work within the time stated in the Bidding Documents.

13. DOCUMENTS FOR BIDDING

The Bidding Documents, issued for the use of Bidders and upon which all Proposals are to be based, consist of those listed in the Table of Contents of the AEC Project Manual. If additional documents are required to explain revisions which are made during the bidding period or to give additional information to the Bidders, the Design Professional will prepare such documents in the form of an Addendum with accompanying drawings, if required, and will send copies, through the Owner's AEC Project Controls Office, to all prime Bidders, prior to the date for receipt of Proposals. All Proposals are to include the additional work described and indicated on such documents.

14. FORM OF AGREEMENT

A Purchasing Contract for projects with a Contract Sum of less than Five Million Dollars ($5,000,000), and a Standard Construction Agreement for projects with a Contract Sum equal to or greater than Five Million Dollars ($5,000,000) will be the Form of Agreement.

FORM OF PROPOSAL

OWNER: The Regents of the University of Michigan

PROJECT:
Building Name
Building No. 100*XXXX*
Project Description
Bidpack *XX*

U-M Project No. P0000*XXXX*

DESIGN PROFESSIONAL:
DP Name
DP Address
DP City, State Zip

BIDDER: _____ **Phone** _____

Address _____ **Fax** _____

_____ **Email** _____

_____

TO:
The University of Michigan
Procurement Services – Facilities
7071 Wolverine Tower
3003 South State Street
Ann Arbor, Michigan 48109-1282

PROPOSAL

Pursuant to and in compliance with your Invitation for Bids dated_____, and the AEC Project Manual dated_____relating to the above named project, the Undersigned proposes to enter into an Agreement with the Owner for:

BUILDING NAME
PROJECT DESCRIPTION
BIDPACK XX

Lump Sum Base Proposal:

in accordance with said Bidding Documents for the sum of _____

_____ Dollars

($_____) as the Lump Sum **Base Proposal**.

Please round to nearest dollar

For Unit Price Proposal, use Page FOP-2 for calculation and complete above for Total Base Bid.

UNIT PRICES

This bid schedule of unit prices will be submitted on the following form as part of the Proposal. Unit prices will be based on materials completely installed in place and all costs related to construction; including but not limited to general conditions, labor, overhead and profit for general contractor and subcontractors. Failure to fill in all unit prices for all scheduled quantities or alteration of the bid schedule shown may result in disqualification of bidder. In case of discrepancy between the unit prices and the extended amount, unit prices will govern.

The quantities appearing in the bid schedule are approximate and prepared only for comparison of bids. Payment of the Contractor will be made only for the actual quantities of work performed and accepted in accordance with Sections 7.6.2.2 and 9.2 of the Standard General Conditions. Where the quantity of any item of unit price Work differs by twenty (20) percent or more and is materially and significantly different from the estimated quantity included in the bid schedule and there is no corresponding adjustment with respect to any other item of Work, the Contractor or the Owner may make a claim for an adjustment in the unit price, and the corresponding Contract Sum.

The Owner reserves the right to delete one or more line items contained within the bid schedule prior to the award of the project to best meet Owner's requirements.

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
				$	$
				$	$
				$	$
				$	$
				$	$
				$	$
				$	$
				$	$
				$	$
				$	$
				$	$
				$	$
				$	$
				$	$
				$	$
				$	$
				$	$
				$	$
				$	$
				$	$
				$	$
				$	$
				$	$
			TOTAL BASE BID:		**$**

ALTERNATES

The Owner will have the right to accept Alternates in any order or combination, unless specifically provided in the Bidding Documents, and to determine the low Bidder or the basis of the sum of the Base Bid and Alternates.

None or

Alternate No. X: Brief Description ADD/DEDUCT:$_____
Please round to nearest dollar

Alternate No. X: Brief Description ADD/DEDUCT:$_____
Please round to nearest dollar

ADDENDA

The Undersigned has included in the Proposal the modifications to the work described in the following addenda received prior to the submission of this Proposal:

Addendum No._____ Dated_____ Addendum No._____ Dated_____

Addendum No._____ Dated_____ Addendum No._____ Dated_____

Addendum No._____ Dated_____ Addendum No._____ Dated _____

Addendum No._____ Dated_____ Addendum No._____ Dated_____

(If none have been issued, write "NONE")

OWNER'S OPTIONS / VOLUNTARY ALTERNATES

Under the guidelines of Section 7 of the "Instructions to Bidders", "Owner's Options / Voluntary Alternates", we offer the following alternates to the names, makes, types, or styles specified:

ARTICLE, WORK OR PROCESS	SPECIFIED NAME, MAKE, TYPE OR STYLE	ALTERNATE NAME, MAKE, TYPE OR STYLE	ADD	DEDUCT
			$	$
			$	$
			$	$
			$	$
			$	$

Attach additional sheets as necessary

COST OF BONDS

The amount included in this Proposal for Performance and Payment Bonds: $ _____

TIME OF COMPLETION

When the Notice to Proceed is issued by the Owner within 30 days of the bid due date, the undersigned agrees to Schedule and coordinate construction operations to achieve Substantial Completion, in accordance with the U-M Standard General Conditions by the following date: **Day of week, Month Day, Year.**

or

The undersigned agrees to schedule and coordinate construction operations to achieve Substantial Completion, in accordance with the U-M Standard General Conditions within_____consecutive calendar days, Sundays and holidays included, after the date of the Notice to Proceed issued by the Owner.

PROPOSAL GUARANTEE

This Proposal is valid for sixty (60) days from bid due date.

CURRENT EMR

Provide the current Experience Modification Rate(s) for your firm as reported by your insurance provider.

Attach a verification copy on insurance company letterhead with your Proposal response.

Interstate EMR: _____(indicate "NA" if your firm only works in Michigan)

Intrastate EMR: _____(for work only in Michigan)

Effective Dates from _____to _____
MM/DD/YYYY MM/DD/YYYY

UNIT PRICES FOR CHANGES IN THE WORK

The following is to establish unit prices for changes in the work as outlined in Section 7.6.2.2 of the Standard General Conditions November 1, 2016; Rev. 6/18, 8/21. The information will be completed by the bidder and is considered part of the proposal. Unit prices will be based on the complete installation cost and will take into account all materials, labor, site conditions, overhead and profit for all contractors involved in the work. These unit prices are to be utilized for both add and deduct in scope. It is the option of the Owner whether or not the submitted unit prices will be accepted and included in the contract. If the unit prices are not accepted, one of the other methods listed in Section 7.6 may be utilized by the Owner, if changes in the work are warranted.

UNIT PRICE XX: Brief Description XX:$_____/(Unit of Measure)

UNIT PRICE XX: Brief Description XX:$_____/(Unit of Measure)

EQUAL EMPLOYMENT OPPORTUNITY STATEMENT

The undersigned Bidder warrants that it is an equal opportunity employer and that, during the performance of the Agreement, it will comply with Federal Executive Order 11246, as amended, the Rehabilitation Act of 1973, as amended, and the respective regulations thereunder, and the Michigan Civil Rights Act of 1976.

PROPOSAL SIGNATURE

Date_____ Name of Bidder _____

Signature _____

Printed _____

Title _____

Witnessed in Presence of: Signature _____

Printed _____

Date_____ Title _____

BUILDING NAME
Building No. 100XXXX
PROJECT DESCRIPTION
Bidpack XX
U-M Project No. P0000XXXX