Request for Bid/Proposal

Commons Domestic Hot Water Upgrade

Bids/Proposals Due:
November 28, 2017

Mark Mehler
Director of Purchasing
Drew University
36 Madison Ave, Madison, NJ 07940

973-408-3309
mmehler@drew.edu
Solicitation Number: B180006
Date Issued: November 9, 2017
Purchasing Contact: Mark Mehler
Phone: 973-408-3309
Email: mmehler@drew.edu
Requesting Dept: Facilities

Bid Proposals will be due on Tuesday, November 28, 2017 at 12:00 p.m.
*Bid/Proposal must be received on or before the due date. Late bids/proposals may not be accepted.

Return bid/proposal to:
Drew University
Purchasing Department/Madison House Room 303
36 Madison Ave, Madison, NJ 07940
Attn: Mark Mehler

PURPOSE AND INTENT:
Drew University is requesting proposals from qualified contractors for the upgrade of the domestic hot water system in the Commons building.

ACKNOWLEDGEMENT:
Signature of the bidder below attests that the bidder has read, understands, and agrees to all terms, conditions, and specifications set forth in this document and all information provided is accurate.

Company Name: _____________________________________________
Address: ____________________________________________________
City: ________________ State: __________ Zip Code: ____________
Telephone #: ____________________ Fax #: ____________________
Email: _______________________ Federal ID#: __________________

Signature Authorized Representative: ___________________________
Name (Type or Printed): _______________________________________
Date: ______________________
General Overview of Project

Description: Upgrade of domestic hot water system in the Commons building.

Specifications: See enclosed specifications and drawings (C-1, E1 – E2, P1 – P10)

Milestone Schedule: Total project completion including all commissioning efforts shall be no later than January 12, 2017.
Request for Proposal/Bid
Project: Upgrade of domestic hot water system in the Commons building.

INTRODUCTION
Drew University is requesting proposal from qualified contractors for the upgrade of the domestic hot water system in the Commons building.

DEFINITIONS
The following definitions will be part of any contract awarded or order placed as result of this RFP.

Addendum – Written clarification or revision to this RFP issued by the Purchasing Department

All-Inclusive Hourly Rate – An hourly rate comprised of all direct and indirect costs including, but not limited to: overhead, fee or profit, clerical support, travel expenses, per diem, safety equipment, materials, supplies, managerial support and all documents, forms, and reproductions thereof. This rate also includes portal-to-portal expenses as well as per diem expenses such as food.

Amendment – An alteration or modification of the terms of a contract between Drew University and the Contractor(s). An amendment is not effective until approved in writing by the Drew university Director Purchasing or authorized designee.

Bid – Response submitted by bidder in response to a solicitation.

Bidder – An individual or business entity submitting a proposal in response to this Request for Proposal.

Contract – This RFP, any addendum to this RFP, the Bidder’s proposal submitted in response to this RFP, any agreement signed by both parties, and/or any purchase order issued to the Contractor by Drew University.

Contractor – The Bidder awarded a contract resulting from this Request for Proposal.

Director – Drew University Director of Purchasing or his designee. The Director is the chief contracting officer for the Drew University.

University – Drew University

Evaluation Committee – A committee established or Division staff member assigned by the Director to review and evaluate proposals submitted in response to this RFP and to recommend a contract award to the Director.

Firm Fixed Price – A price that is all-inclusive of direct cost and indirect costs, including, but not limited to, direct labor costs, overhead, fee or profit, clerical support, equipment, materials, supplies, managerial (administrative) support, all documents, reports, forms, travel, reproduction and any other costs. No additional fees or costs shall be paid by Drew University unless there is a change in the scope of work.
Joint Venture – A business undertaking by two or more entities to share risk and responsibility for a specific project.

May – Denotes that which is permissible, not mandatory.

Project – The undertaking or services that are the subject of this Request for Proposal.

Request for Proposal (RFP) – This document which establishes the bidding and contract requirements outlining a scope of work, specifications, etc. inviting potential bidders to submit a proposal to provide such products and/or services to meet the purchase needs of Drew University as identified herein.

Shall or Must – Denotes that which is a mandatory requirement. Failure to meet a mandatory material requirement may result in the rejection of a proposal as non-responsive.

Should – Denotes that which is recommended, not mandatory.

State – State of New Jersey.

Contract Manager – The individual responsible for the oversight of the project and approval of all deliverables, i.e., tasks, sub-tasks or other work elements in the Scope of Work.

Subtasks – Detailed activities that comprise the actual performance of a task.

Subcontractor – An entity having an arrangement with a Contractor, where by the contractor uses the products and/or services of that entity to fulfill some of its obligations under its contract with Drew University, while retaining full responsibility for the performance of all of its [the contractor’s] obligations under the contract, including payment to the subcontractor. The subcontractor has no legal relationship with Drew University, only with the contractor.

Task – A discrete unit of work to be performed.

Transaction - The payment or remuneration to the contractor for services rendered or products provided to Drew University pursuant to the terms of the contract, including but not limited to the following: purchase orders, invoices, hourly rates, firm fixed price, commission payments, progress payments and contingency payments.

INSTRUCTIONS TO BIDDERS

Pre bid meeting
An on-site pre-bid meeting is scheduled on **November 17, 2017 at 9:30 am**. Bidders are to meet at the **Pepin building, Facilities department** to be met by a University representative to review any relevant project or bid information before being escorted to the project site for an inspection as needed.

Questions/Addenda
All questions regarding this solicitation must be submitted in writing via email to mmehler@drew.edu and must be received prior to **12:00 p.m., on November 21, 2017**. Should any questions be received, an addendum or clarification will be issued to all bidders on or after **November 22, 2017**. If an addendum
and/or clarification is posted, bidders must indicate so as noted in the Bid Proposal Form acknowledging receipt of any addenda. Failure to do so may subject Bidder to disqualification.

Proposal/bid submission
Bidder shall mail or cause to be delivered bid/proposal for aforementioned project no later than **12:00 p.m., November 28, 2017**, to Drew University, Purchasing Department/Madison House Room 303, 36 Madison Ave, Madison, NJ 07940, Attn: Mark Mehler or via email to mmehler@drew.edu.

The University shall not be responsible for lost or misdirected bids.

Pricing
Bids for this project are being solicited on a single bid lump sum basis. Bidder shall submit prices for the Lump sum and any Unit Prices using the provided Bid Proposal Form. If there is no cost associated with the Alternate or Unit Price, bidder should enter “0.00” or “no change”; failure to indicate accordingly will be interpreted as $0.00 for that particular item.

Bids shall include all costs of any nature necessary to complete the project in the manner and within the time required by the contract.

It is understood and agreed that all prices quoted are firm and not subject to any increase during the life of the contract.

The University reserves the right to require bidders to provide a schedule of values of their lump sum bid price or other clarifications upon request.

Substitutions
The bidder may include in their bid substitute materials or equipment or methods in lieu of those specified in the contract documents, but they do so at their own risk. Any substitution must be equivalent in type, function and quality to the item required in the specification. Any substitution must be approved by the architect and the University. The University shall have complete discretion to decide whether it will accept any substitution. No substitution shall result in any increase in the contract price or times. The successful bidder in its application for the substitution must certify in writing that the substitution is equal to what is specified in the contract documents in all material respects and will not increase the time or price of the contract work. Should the substitution be rejected, the contractor will then be required to provide the specified product, material or method at no additional cost to the University and no change in the project schedule.

Withdrawal/Proposal Errors
A written request for the withdrawal of a bid will be granted if the request is received by the University prior to the specified time of the bid due date.

After the bid due date, should the bidder be the intended awardee of the project but refuse to perform the work for the price provided, they will risk forfeiture of their bid security.

Award/Acceptance
The award of the contract or the rejection of the bids shall be made within sixty (60) days of the date of receiving bids, unless otherwise notified by the University. All bid securities shall be returned
immediately if all bids are rejected. All bidders shall be notified of whom the award is to be made by receipt of a written "Intent to Award" letter from the University.

Best and Final Offer
The University reserves the right to invite one or more Bidders to submit a best and final offer (BAFO). Said invitation will be coordinated by the University's Purchasing department and all information will be safeguarded and treated as confidential to ensure fair treatment among bidders as applicable.

REQUIREMENTS, TERMS AND CONDITIONS

Bonds
The successful bidder must submit a Performance and Payment Bond equal to 100% of the contract within fifteen (15) days upon issuance of the Intent to Award letter. A completed Surety Disclosure Statement and Certification must accompany the Performance and Payment Bond.

Bidder responsibility/cost liability
The University assumes no responsibility and bears no liability for costs incurred by a bidder in the preparation and submittal of a bid proposal in response to this solicitation.

Bids shall include all costs of any nature necessary to complete the project in the manner and within the time required by the contract.

Licenses/Certifications
Bidders shall, or as applicable, its subcontractors have and present satisfactory evidence upon request of all required licenses, certifications, registrations, qualifications, etc.

Energy Star
The University holds a preference for ENERGY STAR energy-efficient products when acquiring new energy-using products or replacing existing equipment. Bidders shall include ENERGY STAR products whenever available. For products that do not have ENERGY STAR labels, bidders shall follow guidelines established by the New Jersey Clean Energy Program and/or those that rank in the upper 25 percent of energy efficiency as designated by the Federal Energy Management Program.

Taxes
University is exempt from New Jersey sales or use taxes, federal excise taxes, or other certain other states’ taxes as may be applicable. Bidder shall not include any taxes in the price quotations or nor on subsequent invoices for all goods or services.

Form of agreement
The successful bidder shall be required to sign the standard form contract, a copy of which is attached and inclusive of the University’s General Terms and Conditions, which are available at http://www.drew.edu/fba/information-for-vendors/purchase-order-terms-conditions/. Any proposed language or form changes which in any way modifies the contractor's responsibilities as set forth in the Contract Documents may be deemed to constitute a bid exception and cause for bid rejection.
EVALUATION CRITERIA
Bids will be evaluated by a committee composed of members of the University’s department responsible for managing the service, the University’s Purchasing Department and other institution employees as needed. Bids/proposals will be judged including, but not limited to, the following criteria:

1. Pricing
2. Qualifications
3. References
4. Experience
Re: Bid for Mechanical Installation- Drew University Commons Building Domestic Hot Water System Upgrade

Dear Valued Contractor:

Drew University in conjunction with CM Engineers, LLC requests your bid for the mechanical contract associated with the installation of four (4) new domestic hot water heaters for the Commons Building. A complete set of construction documents is available that provides a complete description of the required scope of work. A pre-bid walk-through will be held on Friday, November 17, 2017 at 9:30 AM. Your bid must be delivered no later than on Tuesday, November 28, 2017 at 12:00 PM to:

Drew University
36 Madison Ave
Madison, NJ 07940
Attention: Mark Mehler
mmehler@drew.edu

The bid shall be in accordance to the attached documents:

- Instruction to Bidders
- Project Overview and Additional Information
- Mechanical Bid Summary Form
- Drawing Cover Sheet: C-1
- Plumbing Drawings: P-1 through P-10
- Electrical Drawings: E-1 through E-2
- Drew University Sample Contractor Agreement

The Proposal Form must be fully completed.

The bidder must represent that their bid is complete and in accordance with all bidding documents unless the bidder specifically provides written exceptions in the bid. The failure of the bidder to fully understand and comply with the bidding documents in no way relieves the bidder from any project requirements.

Your proposal shall include a lump sum firm price. If there are any options or design modifications you believe should be considered please include them separately from the base bid.

Drew University reserves the right to reject any or all bids and to waive any bidding formality. No bid is to be withdrawn for a period of sixty (60) days subsequent to the bid due date without the written consent of Drew University.

If you have any questions, please contact Mr. Mark Mehler, Director of Procurement Services through e-mail: mmehler@drew.edu.
Terms of the RFP:

A. This RFP is not an offer to purchase any service, goods, or materials and CM Engineers and Drew University will not incur or be liable for any costs associated with the preparation of the Contractor’s Proposal.

B. Drew University reserves the absolute right to:
   a. Reject the Contractor’s Proposal.
   b. Change the RFP Process or requirements at any time.
   c. Terminate the RFP Process.
   d. Terminate the Contractor’s further participation in the RFP Process.
   e. Reject any proposal or part thereof without stating any reason whatsoever. Drew University is not obligated to accept the lowest proposal or even any proposal.
   f. Drew University and/or CM Engineers is not obligated by any bidding formality or rules.
   g. Award any and all contracts at the sole discretion of Drew University regardless of pricing, qualifications and engineer’s recommendation.

C. The Contractor shall recognize that the RFP and contract documents, while intended to represent the project requirements in reasonable detail, are not guaranteed to reflect all field conditions accurately. CM Engineers and Drew University shall have no liability to the contractor for any inaccuracies that may be contained in this RFP or any accidental omissions from this RFP.

Project Overview:

The project includes the removal of the existing heat exchanger which currently provides the domestic hot water to the building, and divorcing the two (2) existing heating hot water boilers from the domestic hot water system. A total of four (4) domestic hot water heaters shall be installed to provide the domestic hot water for the building. Additional hot water return piping shall be installed in the distribution in order to allow for quicker access to hot water and to prevent the water in the hot water supply piping from reaching unsafe low temperatures. New specialties including an expansion tank, thermostatic mixing valve, isolation & check valves, etc will be required.

Contract Information:

One primary contractor will be awarded for this project. The Plumbing Contractor will serve as the primary contractor and shall subcontract any required trades that cannot be performed with in-house staff. The Plumbing Contractor shall coordinate and supervise all sub-contractors directly for schedule development and coordination of all work activities. A list of all subcontractors shall be provided with the bid. Any changes to the subcontractors shall be approved by Drew University prior to commencing any work.
All contracts shall be issued directly by Drew University. Drew University will use their standard form contract for this project. A sample contract is included with the bid package.

**Project Schedule:**

The project schedule is critical. This project must be completed between December 16, 2017 and January 12, 2018. During this time, the building will be shut down and unoccupied. Work may be performed all hours, seven days a week as required. It is imperative that all of the heaters are installed and functional and the water softening system operational by the end of this time frame.

Total project completion including all commissioning efforts shall be must be provided by January 12, 2017. Provided below is a basic overview of the project schedule.

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<tr>
<th>Category</th>
<th>Nov 2017</th>
<th>Dec 2017</th>
<th>Jan 2018</th>
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<td>Contract Award</td>
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<td>Preliminary Start-up and balancing</td>
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<td>CO and Close-Out Documentation</td>
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**Total Project Critical Path - 2 Months**

All bidders shall review this project schedule in detail and advise if they can improve upon the schedule. If the contractor does not believe that they can achieve this schedule, they must include a schedule overview in their proposal. If additional costs are required to expedite equipment deliveries, these costs shall be defined in the contractor’s bid.

**Instruction to Bidders**

1. **Bidder’s Responsibilities**

1.1 By submitting a bid each bidder represents that they have fully read and reviewed all drawings, specifications and instructions regarding this project and understands the contents.

1.2 By submitting a bid each bidder represents that they have visited the site and understands the Owner requirements and conditions for their equipment.

1.3 The bidder represents that their bid is complete and in accordance with all bidding documents unless the bidder specifically provides written exceptions in the bid. The failure of the bidder to fully understand and comply with the bidding documents in no way relieves the bidder from any equipment requirements.
2. Bidding Requirements

2.1 All bids must be submitted in duplicate on the Bid Form as shown in Appendix A.

2.2 A bid may not be modified or withdrawn by the bidder for a 60 day period following the specified time and date of receipt without the written consent of Drew University.

2.3 Alternate options and pricing may be considered. Drew University encourages bidders to provide alternate options that can improve the design or reduce the Owner’s cost. Drew University has the right to accept or reject any options without providing the bidder with a reason.

3. Warranty

3.1 The installing contractor shall provide a complete parts and labor warranty for a minimum period of one year from the date of substantial completion. Hot water heater heat exchangers shall have a minimum 5 year warranty. Boiler heat exchangers shall have a minimum 10 year warranty. Options for extended warranties for the Hot Water Boilers and Domestic Hot Water Heaters shall be provided as an optional cost.

5. Safety

4.1 The approved contractors shall perform all work activities in accordance with site safety standards and all OSHA guidelines. The approved contractors shall be required to submit a written corporate safety plan. The Contractor shall have an Experience Modification Rate (EMR) of less than 1.0 at the time of Bid. All subcontractors shall be held to the same standard at the time of award. Documentation of EMR shall be provided by contractor for any subcontractor at the request of Drew University.

4.2 Contractor must supply their own tools, equipment, PPE, safety signs, eyewash kits, first aid kits, etc. when working on site.

4.3 Contractor must supply appropriate fire extinguishers with proper inspection tags for work on site.

4.4 Material Safety Data Sheets (MSDS) shall be be maintained on site by the contractor for all materials used.

4.5 Contractor shall maintain a safety binder including but not limited to training forms, OSHA Logs, injury/accident reports, records of tool box talks, daily log book, etc.

4.6 All construction areas are required to be safed off using rigid barriers. Caution tape is not permitted.

6. Management / Supervision:

5.1 The Contractor shall define a Project Manager and/or Project Superintendent to the project. These individuals shall serve as the points of direct communication with the Drew University Maintenance Staff. These individuals shall be responsible for the management and coordination of all employees of the contractor or sub-contractors that are on site. One of these individuals shall be on site at all times when individuals are working at the
5.2 At any time, if Drew University Maintenance Staff is not satisfied with the performance of the Project Manager and/or Project Superintendent, a written request to change staff will be submitted to the Contractor. The Contractor shall comply with the request to change staff within a five (5) day period or Drew University will reserve the right to terminate the contract.

5.3 Project Managers and/or Project Superintendents will be required to attend construction meetings. These meetings will be scheduled by Drew University Maintenance Staff or CM Engineers on a Bi-Weekly or Monthly basis from the award of the contract through the start of on-site construction activities. Weekly meetings will be scheduled from the start of on-site construction activities through the completion of the project.

5.4 The Project Managers and/or Project Superintendents will be responsible to ensure that all individuals working on site under the contractor comply with the project safety requirements.

7. General Requirements:

6.1 Smoking is not permitted on site.

6.2 Staging areas will be defined in coordination with the Contractor and Drew University Maintenance personnel. Protection and identification of staging areas shall be the responsibility of the contractor.

6.3 Contractors will not be permitted to use site common areas for restrooms, coffee breaks, lunch breaks, etc. All portable toilets must be located in an inconspicuous location.

6.4 Contractor will maintain the work areas neat and clean and remove all debris and garbage on a daily basis at the contractors expense and in contractor provided containers.

6.5 Contractor parking areas must be approved by Drew University Maintenance Staff.

6.6 The building will be shut down during the period of construction. Work may be performed at any time during this time frame.

8. Post Bid Information and Requirements

7.1 The selected Bidder within Ten (10) working days shall submit the permit applications with the town. CM Engineers will provide 2 sets of signed and sealed Construction Documents for the purpose of the submission. The contractor shall complete and submit all permit applications. The permit fee shall be paid by Drew University as an additional cost to the project.

7.2 The selected Bidder shall, within Fifteen (15) working days, submit the following:

a. Equipment submittals for approval. The equipment submittals shall include information on the following:

7.2.a.1 Domestic Hot Water Heaters
7.2.a.2 Circulating Pumps

7.2.a.3 Expansion Tanks, thermostatic mixing valve, and other major specialties.

7.2.a.4 Flue Systems

b. The anticipated dates for equipment delivery.

7.3 The selected Bidder within Thirty (30) working days, submit piping shop drawings and submittals on minor piping and insulation specialties. Piping shop drawings shall include elevations and plan view drawings to clearly denote all installations. All dimensions shall be field verified prior to submitting shop drawings. CM Engineers will provide AutoCAD files of the plan view construction drawings for the contractors use.

7.4 SHOP DRAWINGS AND SUBMITTALS. If shop drawings, samples, catalogue cuts, or other submittals are required to be provided by Contractor under this Agreement, Contractor, before submitting same to Engineer and DREW UNIVERSITY for review and approval, shall coordinate such documents where applicable to indicate field conditions and deviations (if any) from the Contract Documents. Because Contractor's time of performance is essential, Contractor shall furnish the required submittals for approval with the required number of copies prior to fabricating or ordering any item requiring an approved submittal. Submittal data shall be complete, submitted promptly, and in such sequence as to ensure Contractor's delivery of the Goods to DREW UNIVERSITY on schedule and to not cause delay in the activities of DREW UNIVERSITY or its other suppliers or subcontractors. All shop drawings, submittals, data, reports and other documents shall be in the English language. Within ten (10) days after Contractor is authorized to proceed via issuance of a Purchase Order, Contractor shall submit to DREW UNIVERSITY a complete list of all submittals required of Contractor by the Contract Documents and their anticipated submittal date. Contractor shall compensate DREW UNIVERSITY for any and all additional costs, including the cost of any architectural or engineering fees, incurred due to the failure of Contractor to comply with the foregoing requirements. Contractor further agrees that: (i) DREW UNIVERSITY or Engineer's review or approval of any shop drawings, samples, catalogue cuts, or other submittals shall not relieve Contractor of any of its obligations under the Contract Documents; and (ii) Contractor shall not make any substitutions in the materials, equipment, procedures, or methods specified by the Contract Documents unless Contractor first submits a proposal for substitution that complies with the requirements of the Contract Documents and receives written approval for such substitution from DREW UNIVERSITY or Engineer.

7.5 Provide Red Line Drawings of any approved changes of contract drawings at the completion of the project. Drawings shall be provided in AutoCAD or pdf format.

7.6 Provide four (4) copies of IOM manuals, commissioning report and on-site start-up reports at the completion of the project.

7.7 Provide Drew University's operators with training so that they can operate, repair, maintain the equipment. Training will provide 8 hours for a group of up to six operators. Videotaping of training shall be permitted to be performed at the discretion of Drew University.
7.8 Provide Warranty letters documenting dates and contact information for all equipment warranties.

7.9 The contractor shall coordinate and provide on site supervision for all township inspections and obtain a Certificate of Occupancy (C.O.) from the town at the completion of the project. Final payment will be contingent upon receipt of the C.O.
### Mechanical Contract Bid Summary

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<th>Contractor:</th>
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<tr>
<td>Mechanical Contract Base Price:</td>
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<td>Demolition Cost:</td>
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<td>Equipment Cost:</td>
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<tr>
<td>Installation Cost Including All Piping and S/M:</td>
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<td>Project Management:</td>
<td>$</td>
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</table>

Please list any alternate costs or deducts:

List Equipment Manufacturers included in bid:

- **DHW Heaters:**

List Subcontractors included in bid:

- **Concrete Work:**
- **Electrical:**
- **Other Sub Contractors:**

Contractor Experience Modification Rate (EMR)

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<tr>
<th>Please Initial in the Yes/No Column:</th>
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<th>No</th>
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<tbody>
<tr>
<td>Does your proposal take any exceptions to the request for proposal and/or project drawings?</td>
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<td>Have you reviewed the project schedule and can you meet the requirements?</td>
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<td>Does your proposal offer any alternate pricing or value added options?</td>
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</table>
Return this bid/proposal in a sealed envelope marked with the Bid # and submit to:

Drew University
Purchasing Department/Madison House Room 303
36 Madison Ave, Madison, NJ 07940
Attn: Mark Mehler, Director of Procurement Services
or via email to mmehler@drew.edu

We, ____________________________, the undersigned, proposed to furnish all labor, material, equipment and services as needed for the complete performance, as specified in the bidding documents for the total lump sum of:

Base Bid Amount:

__________________________________________________________ (dollars) $ ______________

Having examined the plans and specifications with related documents and the site of the proposed work and being familiar with all of the conditions surrounding the construction of the proposed project including availability of materials and labor, the Bidder hereby proposes to furnish all labor and materials, and supplies, and to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the price stated. The price is to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

Bidder acknowledges receipt of the following Addenda:

Addendum #:
Addendum #:
Addendum #:

Bidder agrees that its pricing shall be held for no less than sixty (60) days after bid due date.

Signature of Principal

Printed Name

Title of Principal
CONTRACT FOR CONSTRUCTION

This Agreement made on this ___ day of ______ in the year 2017 between Drew University ("Drew") located at 36 Madison Avenue, Madison, NJ 07940 as the project owner, and, as the Construction Contractor:

Contractor:
Address:
Project:

who, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound hereby as follows:

1. SCOPE OF WORK. The Contractor shall perform the construction work specified in this contract including the contract documents. The Contractor shall assume full responsibility for constructing and completing the project and all the work in this contract and the contract documents, including providing all labor, subcontractors, materials and equipment required, and providing all supervision, management, and scheduling required in the general conditions and as noted throughout the contract documents.

2. CONTRACT DOCUMENTS. This contract includes the plans and specifications, and also the following documents in order of precedence: 1. Request for Bids (specifications, drawings, etc.) 2. Contractor's Bid 3. General Conditions of the Contract for Construction 4. Addenda and clarifications issued before the bid due date 5. Project Milestone Schedule

3. CONTRACT PRICE. The Contractor shall be paid $____________ for the complete performance of this contract which was proposed by the Contractor in its bid and accepted by Drew. The Contractor shall be entitled to additional compensation for authorized changes which include the cost of the changes and mark-ups included in change orders approved by Drew in accordance with the change order provision in the general conditions.
4. PROJECT ARCHITECT/ENGINEER. The project architect/engineer is responsible for the design of the project, acting as Drew's representative on the project, and performing the duties of the project architect/engineer during the construction and completion of the project. The project architect is:

   AE Firm:
   Address:

5. CONTRACT TIMES. All dates and durations specified for the start of construction, the milestones dates specified in this contract and the substantial completion and final completion of the project are agreed to be of the essence.

   a. CONSTRUCTION START. The construction work shall start no later than 10 calendar days after Drew issues a Notice to Proceed to the Contractor or as specified in the Milestone schedule.

   b. MILESTONES. The construction tasks or activities shall be completed within the following number of calendar days after the construction start date (the actual dates will be set forth in the Notice to Proceed):

   c. SUBSTANTIAL COMPLETION. The construction work and the project shall be substantially completed, meaning capable of being reasonably utilized for the purpose intended, within ________________ calendar days after the construction start date (the actual date will be set forth in the Notice to Proceed). Substantial Completion pertains to all milestone dates of the project schedule.

   d. FINAL COMPLETION. The construction work, the project and the contract shall be finally completed within ________________ calendar days after the construction start date (the actual date will be set forth in the Notice to Proceed). The requirements for final completion are defined in the general conditions of the contract for construction as well as the technical specifications of the project.

6. NOTIFICATIONS/AUTHORIZED REPRESENTATIVE:

   a. Notice to the Contractor: Written notices to the Contractor should be addressed to:

   b. Notice to Drew/Authorized Representative: Written notices from the Contractor to Drew should be addressed to:

      Drew University
      36 Madison Ave
7. TERMINATION. Drew reserves the right to terminate this contract for convenience at any time by written notice to the Contractor. Unless otherwise directed, the Contractor shall immediately stop all work upon receipt of such a notice. The Contractor shall be paid a proportion of its fee which the services actually and satisfactorily performed. Drew also reserves the right to suspend performance and to terminate for default or improper performance by the Contractor.

8. CONTRACT TERMS, CHANGES, AND LAW: This contract including all documents referenced in Section 2 of this contract constitutes the entire agreement between Drew and the Contractor, and it shall be governed by the law of New Jersey. The terms and conditions of this contract may not be changed except by a writing signed by the Contractor and Drew.

9. INDEMNITY/LIABILITY TO THIRD PARTIES: The Contractor agrees to defend, indemnify and save harmless Drew and its officers, agents, servants and employees from and against any and all suits, demands, claims, losses and damages of any kind arising out of, or claimed to have arisen out of any negligent act, error, omission or breach by the Contractor, its officers, agents, servants, employees, consultants, subcontractors or suppliers, in the performance of this contract. The Contractor shall, at its own expense, defend, and pay all charges for attorneys and all costs and other expenses arising from such suits or claims. If any judgment is rendered against the University or any of its officers, agents, servants or employees for which indemnification is required under this paragraph, the Contractor shall satisfy and discharge it. Drew shall give prompt written notice to the Contractor of claims and suits for which indemnity is required in this paragraph.

10. INSURANCE BY THE CONTRACTOR: The Contractor shall procure and maintain at its own expense, insurance for damages imposed by law and assumed under this contract until at least 1 year after the completion and acceptance of the project. The insurance shall be of the kinds and in the amounts required in this paragraph, and shall be issued by insurance companies approved to do business in New Jersey. Drew University shall be named as an additional insured on the Commercial General Liability Insurance policy. The Contractor expressly agrees that any insurance protection required by this contract shall in no way limit the Contractor’s obligations under this contract, and shall not be construed
to relieve the Contractor from liability in excess of such coverage. Nor shall it preclude the College from taking such actions as are available to it under any other provisions of this contract or law.

a. TYPES AND MINIMUM AMOUNTS OF INSURANCE REQUIRED:

(1) Commercial General Liability Insurance (CGL). Commercial General Liability insurance ISO 1088 or later occurrence form of insurance including contractual liability with limits of at least $2,000,000 combined single limit for bodily injury and property damage liability for each occurrence. The CGL policy shall also include products/completed operations with limits of at least $2,000,000 per occurrence. This insurance shall be maintained for at least 1 year after the completion of the project.

(2) Automobile Liability Insurance. The Automobile Liability Insurance policy shall cover owned, non-owned and hired vehicles and have limits of at least $1,000,000 combined single limit for bodily injury and property damage for each occurrence.

(3) Workers Compensation/ Employer Liability. Workers Compensation Insurance shall be maintained by the Contractor and all subcontractors in accordance with the requirements of the law of New Jersey. They shall also maintain Employer's Liability insurance with limits of at least $500,000 for each occurrence.

b. EVIDENCE OF INSURANCE. The Contractor shall when this contract is signed and before beginning the work required under this contract, provide Drew with valid certificates of insurance signed by an insurance provider or authorized agent or underwriter to evidence the Contractor’s insurance coverage as required in this paragraph, and also copies of the policies themselves. The certificates of insurance shall specify that the insurance provided is of the types and in the amounts required in this paragraph, and that the policies cannot be canceled except after 30 days written notice to the University.

c. CANCELLATION. The certificates of insurance shall provide for 30 days written notice to the University before any cancellation, expiration or non-renewal during the term the insurance is required by this contract. The Contractor shall also be required to provide Drew with valid certificates of renewal when policies expire. The Contractor shall also, when requested, provide Drew with additional copies of each policy required under this contract, which are certified by an agent or underwriter to be true copies of the policies issued to the Contractor.

d. REMEDIES FOR LACK OF INSURANCE. If the Contractor fails to renew any of its required insurance policies, or any policy is canceled, terminated or modified, Drew may refuse to pay monies
due under this contract. Drew, in its sole discretion and for its sole benefit, may use monies retained under this paragraph to attempt to renew the Contractor’s insurance or obtain substitute coverage if possible for Drew’s sole benefit, and may invoke other applicable remedies under the contract including claims against the Contractor and its surety. During any period when the required insurance is not in effect, Drew may also, in its sole discretion, either suspend the work under the contract or terminate the contract.

ACKNOWLEDGEMENT

IN WITNESS WHEREOF, the parties have duly executed this agreement on the date first above written.

DREW UNIVERSITY

By____________________________________
Title__________________________________
Date__________________________________

CONTRACTOR:

By____________________________________
Title__________________________________
Date__________________________________
These Guidelines cover any contractor, business, firm, company, or individual (hereinafter “contractor”) doing work on Drew University property, as well as to the contractor’s employees, agents, subcontractors, consultants, and others on campus in connection with the contractor’s work or at the contractor’s express or implied invitation.

1. Conduct

**Courtesy and Respect**: Drew University is a diverse academic institution and it is critical that all contractors and their employees conduct themselves in a manner that is lawful, courteous, businesslike, and respectful of all students, staff, faculty, guests, or visitors.

**Language and Behavior**: Contractors and their employees cannot engage in behavior that is rude, threatening, or offensive. Use of profane or insulting language is prohibited. Harassment of any type, including sexual harassment is strictly prohibited. Abusive, derogatory, obscene or improper language, gestures, remarks, whistling, cat calls or other disrespectful behavior cannot be tolerated. Roughhousing, fighting, fisticuffs, physical threats, destruction of property, vandalism, littering, or physical abuse of anyone on campus are not permitted under any circumstance.

**No Weapons, Alcohol, or Drugs**: The use, possession, distribution, or sale of any weapon, alcohol, illegal drug, or controlled dangerous substance by any contractor or contractor’s employee is prohibited. Offenders will be removed from campus and/or reported to the Madison Police Department.

**Smoking**: Contractors and their employees are not permitted to smoke in or near any of the campus buildings.

**Fraternization**: Contractors and their employees may not fraternize or socialize with University students or employees.

**Appearance**: Contractors and their employees are required to wear appropriate work wear, hard hats and safety footwear, as the case may be, while on campus. Articles of clothing must be neat and tidy in appearance, and cannot display offensive or inappropriate language,
symbols or graphics. The University has the right to decide if such clothing is inappropriate.

**Reporting:** The Contractor is required to report any matter involving a violation of these rules of conduct to facility management. Any matter involving health or safety, including any altercations, should be reported to the University Public Safety Department immediately, as well as to facilities management.

The Contractor is responsible for his/her employees, agents, consultants and guests. If prohibited conduct does occur, the contractor will take all necessary steps to stop and prevent any future occurrence. Any breach of these conditions will result in the removal of the person responsible from the University’s premises and prohibited actions could result in the termination of any contract or agreement with Drew University.

2. **Point of Contact**

The contractor is responsible for designating a point of contact to be on call and available by phone and/or in-person on an immediate basis to respond on behalf of the contractor in the event of an emergency or, as necessary, in the normal course of business.

3. **Safety**

Accidents – Personal/Property Damage: The safety of any employee, agent, consultants, student, staff member or guest of the University or the contractor is a primary obligation of the contractor. The contractor is responsible for ensuring that any construction, renovation, maintenance or other work is managed in a safe and effective manner.

If an accident occurs that results in personal injury or property damage, the contractor shall immediately contact: For situations where people or property are at immediate risk, first:

- Drew University Public Safety at (973)-408-4444, which will determine if 911 should be called; and then
- Facilities Management at (973)-408-3510
4. Reporting to Facilities Services Prior to Work

- The Contractor must provide Drew University advance notice of work in order to allow time to schedule the work with the affected area of the campus.
- The Contractor must report to the Facilities Services Office to obtain permission to begin work, schedule the work, and access to the building.

5. Working Hours

- Facilities Services reserves the right to determine actual work schedules to accommodate residential and academic schedules.
- Normal working hours are between 8:00 am and 5:00 pm, Monday through Friday, unless otherwise specified by the University.
- Special arrangements must be made for any work occurring outside of normal working hours.
- When student residences/dormitories, graduate student housing (Copper Beach/Green Villa), or other University residential property are occupied, contractors must be accompanied by Drew staff, and cannot enter until after 9:00 am.

6. Building Access

- Access to buildings and rooms is an important security matter. Improper use of keys, combinations or other means of access to both common and private areas on campus can result in a risk of harm to the safety and security of students and staff. As a result, contractors and their employees must strictly safeguard keys and adhere to any requirements related to building access.
- Keys will be issued only at the Facilities Services office Monday through Friday from 7:30 a.m. to 5 p.m. Identification will be required and left in Facilities office for the duration that key is issued. Contractor must provide necessary information in the Access Log Book located within the Facilities office.
- Keys must be returned to Facilities Service office at the end of each workday and picked up each morning; unless long-term check out is approved by a Facilities Services Project Manager. If work is starting
earlier, or ending later, or on weekends or holidays, this transaction may be completed at the Security Office, located in the Pepin Services Building, which is staffed 24 hours per day. This must be arranged ahead of time with the project manager.

- Keys issued to the contractor are the responsibility of the contractor. The cost of replacing locking hardware due to key loss will be charged to the contractor. Contractors are advised that the cost of changing multiple locks accessible from a single lost key can be significant.

- The keys should never be loaned to another individual, as they are the responsibility of the person who has signed for them. A record of the chain of custody for each key provided to the contractor must be maintained.

- Do not prop exterior doors in work area.

- Student room doors in all residence halls should remain locked at all times when the university is not in session or students are in residence. Workers who need access will be issued a key to access the room. Each contractor who accesses a room to do work should ensure that the door is locked each time he/she leaves the room.

- No existing building security or fire detection system shall disturbed, altered, disarmed, rendered inoperable, or relocated without the express written consent of the University.

7. Site Security

- Areas, materials, and tools should always be secured when leaving the area at any time during the day or at the end of the day. Contractor is responsible for loss of tools or materials.

8. Before Starting Work

- Work should never commence without a Drew University purchase order number being issued to the contractor/consultant. Current certificates of insurance must meet University requirements and be on file in the Purchasing Department.

- If you are planning to dig on campus, your company is responsible for following the necessary procedures required by the State of New Jersey.

- Before beginning work in the campus area, please determine what services will be affected for that area and the staff. Advance Notification of Customers is imperative, so we must be aware of any
service disruptions and the lengths of these disruptions. Contact the Facilities Services Office at (973) 408-3510 for this notification and coordination of service disruptions. These disruptions include, but are not limited to, noise, vibrations, dust, and interruptions of electric, water, sewer, or gas services. However, do not make any of these decisions without first discussing them with the Facilities Services Project Manager. These decisions must be made with sufficient time to notify Departments and allow adequate time to receive replies, questions, or concerns.

- Never enter an area to work without notifying Facilities Services that contractor staff will be working there. Contractor staff must wear uniforms, appropriate protective gear, and/or nametags identifying the contracting company for which they work at all times when on campus.

9. Travel on Campus

- Driving on pathways and sidewalks should be avoided if at all possible. If you must use a pathway or sidewalk, speed cannot exceed 5 mph and pedestrians always have the right-of-way. If you have difficulty finding access to a worksite at a campus building, please contact the Facilities Services Office to talk with someone who can show you the safest, most accessible route.

- The Contractor must comply with NJ Law “Control and Prohibition of Air Pollution From Diesel-Powered Motor Vehicles”, N.J.A.C. 7:27-14 and “Control and Prohibition of Air Pollution From Gasoline-Fueled Motor Vehicles”, N.J.A.C. 7:27-15, which states that diesel and gasoline vehicles will not idle for more than 3 minutes.

10. Staging, Dumpsters, and On-site Storage

- Arrangements will be made with the Facilities Services Office at (973) 408-3510 to secure a proper area in which to stage equipment and materials for construction.

- The Facilities Services Project Manager needs to be involved in arrangements for locating roll-off dumpsters needed for construction. It is requested that the roll-off be emptied before the trash pile exceeds the top of the roll-off, and that the dumpster be removed immediately upon completion of the project.
11. Care of University Property:

- It is expected that Contractors will take every necessary precaution to protect the property of the University. (e.g., cover carpeting, floors, workstations, computers, personal belongings, etc.). In situations where valuables or personal belongings (e.g., wallets, keys, electronic devices) have been left by building occupants within or adjacent to the work area, Facilities Management should be contacted to have items removed and secured before work is initiated or resumed.
- Any temporary construction fencing shall be in accordance with State and local law and approved by the University prior to installation.
- The contractor shall not use any University waste and recycling containers when disposing unwanted materials. Waste and recycling must be disposed of properly either through project specific containers or by removing from off site.
- The contractor is responsible for securing and locking the work area at the end of each day and shall ensure that the work area is not left unattended unless it is secured.
- The contractor is responsible for cleaning up the work area after completion of the work to the satisfaction of the University. Contractors will be held financially responsible for any damages to University furnishings, equipment, building or other property.

12. Protection of Trees

- Fencing will be used to protect trees in construction areas. No activity, traffic, or storage of materials under the “drip line” of trees will be allowed without approval of Facilities Services. Specific tree protection guidelines are available for those projects which may encroach on trees.

13. Cleanup

- The contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish. All Drew and local, state and federal recycling guidelines must be followed.

14. Safety and Hazardous Materials
- Drew University requires that all work be conducted in compliance with applicable Drew University, municipal, county, State, and federal safety regulations and code requirements. If you have questions or concerns regarding these regulations or codes, you may contact the Facilities Services Project Manager or Facilities Services Office, at (973) 408-3510.

- Any hazardous or regulated materials must be maintained or disposed of properly. Proper disposal of hazardous or toxic materials is a matter of critical concern to the University and will be strictly enforced. Paint cans, paint related materials and other containers of chemicals, solvents or other regulated or hazardous materials are the responsibility of the contractor and must be maintained or disposed of properly on an immediate ongoing basis.

- Failure to comply will result in suspension or cancellation of the Contractors' permit and result in withdrawal of permission to enter or work in the Facilities.

- Any fines, costs or administrative charges imposed on the University as a result of any action by the contractor or contractor’s employees that violate State, federal or local law are the responsibility of the contractor.

**Company Name and Address:**

_____________________________  ______________________________

Signature                          Date