

INSTRUCTIONS TO BIDDERS

1.0 QUALIFICATIONS OF BIDDERS:

- a. Any Bidder that can show evidence that he is financially responsible, that can secure the required bonds, that has a record of completing work correctly and on time, that has a qualified staff, is properly equipped, and is properly licensed as required below, may submit a Bid.
 1. All Contractors must be properly licensed in accordance with state laws.

2.0 PREPARATION OF BID:

- a. Each Bid shall be prepared on a copy of the Bid Forms that is bound in the Project Manual. The Bidder shall indicate his correct name, address, and license number in the space provided at the top of the first page of the Bid Form.
- b. Each Bidder shall indicate again his correct name on the last page of the Bid Form above the signature. Bids by individuals must be signed by the person bidding. Bids by construction company with sole owner shall be signed in the name of the company by the owner of the company. Bids by partnership shall show the full name of all partners and shall be signed in the name of the partnership by one of the partners.
- c. Bids by corporations shall indicate the legal name of the corporation followed by the name of the State of incorporation; and shall be signed by the president, or one of the other officers of the corporation. The signature of a person authorized as agent to bid will be acceptable provided the Bid is accompanied by a proper power-of-attorney. Bids by corporations shall have the corporate seal affixed adjacent to the signature.
- d. All signatures shall be in ink, and the name of the person signing shall be typed also or printed below the signature followed by a title showing the relationship to the bidding organization such as: "Owner" in the case of a sole owner; "Partner" in case of a partnership; "President", "Vice President", "Secretary", or "Treasurer", in the case of a corporation; or "Agent" in the case of someone acting as agent or attorney-in-fact. A Bid by a person who affixes to his signature the word "President", "Secretary" or "Agent", etc., without disclosing the name of his organization may be held as an individual Bidder.
- e. The bidders must identify on its Bid Form the subcontractors that it has selected for the subdivisions or branches of the work and each subcontractor's license number for: HVAC, Plumbing and Electrical Subcontractors. Listing multiple subcontractors for HVAC, Plumbing, or Electrical work will be cause for rejection of the Bid.

3.0 BASE BID AND BID ALTERNATES:

- a. The amount of the Base Bid shall be typed or printed in both words and figures, and shall be the total charge for the Project, including all Contingency Allowances, Cash Allowances, and Quantity Allowances but not including any Bid Alternates.
- b. Each Bidder shall consider how the various other Bid Alternates will affect each Alternate Bid Price.
- c. A detailed description of each Bid Alternate (as well as Contingency Allowances, Cash Allowances and Quantity Allowances) may be found in Section 01 20 00 - Alternates, Allowances, and Unit Prices of these Specifications.
- d. If the subcontractor for an alternate bid is different from the subcontractor indicated for the Base Bid, the Contractor shall include the name of the subcontractor and the alternate affected in the space provided on the Bid Form.

4.0 UNIT PRICES:

- a. Bidders shall submit unit prices required by the Bid Form.

5.0 TAXES:

- a. All applicable Federal, State and Local sales taxes and all other applicable taxes are to be included in the Contractor's Base Bid and Contract Price.
- b. The Owner will require Contractors to submit Sales Tax Certificates with each Pay Request itemizing all sales tax paid during the pay period. Sales Tax Certificates shall be in the format included in the Sample Contract Forms part of the Project Manual.

6.0 TIME OF COMPLETION:

- a. The required date (deadline) for completion of the Project is stated on the Bid Form.

7.0 ADDENDA:

- a. If any person contemplating submitting a Bid for the proposed Contract is in doubt as to the true meaning of any part of these proposed Contract Documents, he may submit to the Architect a written request for an interpretation thereof 10 days or more prior to the date established for the receipt of Bids. The person submitting the request shall be responsible for its delivery.
- b. Any interpretation of such documents will be made only by Addendum duly issued, and a copy of such Addendum will be mailed or delivered to Plan Holders.
- c. The Owner will not be responsible for any other explanations or interpretations of such documents which anyone presumes to make on behalf of the Owner before Bid Opening.
- d. It is the responsibility of each Bidder to verify for himself that he has received all Addenda; and that material suppliers and subcontractors are familiar with and include in their price all Addenda issued up to the time for Bid Opening.
- e. The Bidder shall state the number and date of each Addenda received in the appropriate space on the Bid Form.

8.0 SUBSTITUTIONS:

- a. Where any material or equipment is specified by name, or by identification of one or more specific manufacturers, and there are words such as "or equal approved in writing by the Architect" following the manufacturer(s) listed, then the Bidder may submit equivalent products for consideration for approval for use on the Project. Product must be equivalent in general appearance, construction, quality, and performance to that specified.
- b. Any request for approval shall be submitted in writing only by the General Contractor, and shall be accompanied by sufficient data for use in consideration by the Architect. Request shall be received by the Architect at least 10 days prior to date set for receipt of Bids.
- c. Include a copy of the project specification section with a detailed comparison of the proposed substitution versus the specified product entered thereon. Annotate any differences between the specified product and the proposed product.
- d. All manufacturer's and other literature submitted must be reviewed and marked-up by the submitter differentiating between applicable and inapplicable information and annotating

any differences between the specified product and the proposed product.

- e. Submittal must indicate any changes or modifications needed to other parts of the work that will be necessary to accommodate the proposed substitution.
- f. If the material or equipment submitted for consideration is approved by the Architect for use on the Project, the Architect will include approval of such item of material or equipment in an Addendum.
- g. No substitutes will be allowed without written approval of the Architect. Verbal conversations are unofficial and do not change the requirements of the bidding documents in any way.
- h. No substitution will be considered after Contracts are signed except as permitted by the General and Supplementary Conditions.
- i. In the event that the Contractor proposes and receives approval to use a substitute product upon which the Drawings and Specifications are not based it will be his responsibility to provide the required coordination and to take whatever actions necessary to insure that the adjacent construction is properly installed to receive the product; to insure that the product is properly installed including all supplementary and accessory components required for the product to work with the construction shown on the Drawings; to make any modifications necessary in order for the product and contiguous or adjacent construction to fit together and work properly; and to do these at no additional cost to the Owner.

9.0 BID BOND:

- a. No Bid will be considered or accepted unless accompanied by a Bid Guarantee in the form of a deposit equal to 5% of the gross Base Bid for the Project. This deposit may be cash; or a cashier's check issued by, or a certified check drawn on a Bank or Trust Company authorized to do business in North Carolina or on a Bank insured by the Federal Deposit Insurance Corp.; or a U. S. Money Order, each payable to the Owner. The deposit will be retained by the Owner if the Bidder fails to execute the Contract within 10 days after notice of the award is given, or if the Bidder fails to give satisfactory surety as required and called for in the Conditions of the Contract.
- b. In lieu of making the cash deposit as above provided, any Bidder may submit with his Bid a Bid Bond in the sum of 5% of the gross Base Bid for the Project executed by a corporate surety licensed under the laws of North Carolina to execute such bonds, conditioned that the surety will (upon demand) forthwith make payment to the obligee upon said bond if the Bidder fails to execute the Contract within 10 days after notice of the award is given or to give satisfactory surety as required and called for in the Conditions of the Contract.
- c. Bid Guarantees will be returned to those Bidders who request it in writing. Bid Guarantees for the 3 lowest Bidders will be held until after Contracts have been signed; all others will be available 3 days or more after time set for receipt of Bids.

10.0 SUBMISSION OF BIDS AND ALTERNATES:

- a. Both the Base Bid and the Alternates shall be submitted separately in an opaque, sealed envelope. The Bidder's name shall be indicated on each envelope. The following shall be marked in the lower left-hand corner:

Base Bid Envelope:

Bid for: "BASE BID Davie County HS Field House, Mocksville, N.C."

Bidder's Name " _____ ."

License No. " _____ ."

- b. Mailed Bids shall be addressed to Darren Hartness, Central Davie Education Center, 220 Campbell Road, Mocksville, NC 27028.
- c. Hand carried Bids shall be brought to the place of bidding by the Bidder and shall be handed directly to the Owner or the Architect prior to the time specified for the receipt of bids. Place and times for receipt of Base Bids and Alternates and Bid Opening time and date are stated in the Advertisement for Bids. Bids received after the times specified for receipt of Bids will not be accepted.
- d. One representative from each company bidding is invited to be present.

11.0 WITHDRAWAL OF BID:

- a. Negligence or error on the part of the Bidder in preparing his Bid confers no right for withdrawal of the Bid after it has been opened except as provided by N.C. General Statute 143-129.1. No Bid may be withdrawn for 60 days after opening time.

12.0 REJECTION OF BIDS:

- a. Bids may be rejected if they show any unexplained erasures, omissions, alterations of form, additions not called for, added restricting or qualifying conditions or other irregularities of any kind.
- b. The Owner reserves the right to reject any and all Bids and/or to waive any and all technical defects in the execution of, and informalities in the submission of any Bid, if he considers it to be in the best interest of the Owner.

13.0 AWARDING OF CONTRACT:

- a. In accordance with State Law G.S. 143-128, the award will be made to the lowest responsible Bidder, taking into consideration quality, performance, and time specified in the proposal for the performance of the Contract. Should the successful Bidder default by not signing the Contract, then the next lowest responsible Bidder shall be considered and the Contract will be awarded to him. Should this Bidder also default, then the next lowest responsible Bidder shall be considered, etc.
- b. The successful Bidder shall sign a Contract with the Owner.

14.0 POST-BID INFORMATION:

- a. Submissions:

1. Unless waived by the Architect, the Bidder shall, within 7 days of notification of selection for the award of a Contract for the work, submit the following information to the Architect:
 - (a) A designation of the work to be performed by the Bidder with his own forces.
 - (b) The proprietary names and the suppliers of principal items or systems of materials and equipment proposed for the work.
 - (c) A list of names of the subcontractors or other persons or organizations (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the work and indication as to whether or not they are minority or women's business enterprises.
 - (d) The list of subcontractors shall be submitted on AIA Document G805 - List of Subcontractors, copy of which is included under the Contract Forms part of this Project Manual. All information required by the document shall be included.
 - (e) The Bidder will be required to establish to the satisfaction of the Architect and the Owner the reliability and responsibility of the proposed subcontractors to furnish and perform the work described in the Sections of the Specifications pertaining to such proposed subcontractors' respective trades.
 - (f) Prior to the award of the Contract, the Architect will notify the Bidder in writing if either the Owner or the Architect, after due investigation, has reasonable and substantial objection to any person or organization on such list. If the Owner or Architect has a reasonable and substantial objection to any person or organization on such list, and refuses in writing to accept such person or organization, the Bidder may, at his option (1) withdraw his Bid, or (2) submit an acceptable substitute subcontractor with an increase in his Bid price (if applicable) to cover the difference in cost occasioned by such substitution. The Owner may, at his discretion, accept the increased Bid price or he may disqualify the Bidder. In the event of either withdrawal or disqualification under this subparagraph, Bid Security will not be forfeited.
 - (g) Subcontractors and other persons and organizations proposed by the Bidder and accepted by the Owner and the Architect must be used on the work for which they were proposed and accepted and shall not be changed except with the written approval of the Owner and the Architect.
 - (h) Plumbing, HVAC and electrical subcontractors and all other subcontractors required by law shall have current and proper contractor's license for the scope of their work on this Project.

15.0 MWBE REQUIREMENTS

- a. Contractors are hereby notified that the Davie County Board of Education has a verifiable Ten Percent (10%) goal for participation by minority businesses in the total value of work for which a contract or contracts are awarded pursuant to N.C.G.S. Section 143-128. Minority percentages will not be the basis for determining the low bidder. All minority businesses are encouraged to participate in bidding this project. Include with the Bid the required Affidavits.

16.0 MANDATORY PRE-BID CONFERENCE:

- a. Mandatory Pre-Bid on February 22, 2018 at 4:30pm Davie High School Auditorium, 180 War Eagle Drive, Mocksville, NC 27028. Conference will be conducted for the purpose of clarifying any questions which the Bidders and/or their subcontractors may have and publicly discussing preferred alternates.
- b. The Architect and his Consultants will be present at this meeting, along with the Owner's representative.
- c. An Addendum will be issued, if required, to clarify any items brought out relative to the Contract Documents.

END OF IB