

## DOCUMENT 002113 - INSTRUCTION TO BIDDERS

## PART 1 - GENERAL

## 1.1 GENERAL REQUIREMENTS

- A. Interpretations: Should a bidder find discrepancies in or omissions from the plans and specifications or be in doubt as to their written meaning, he should immediately notify the Architect in writing. The Architect will then send a written instruction or interpretation to all known holders of the documents if deemed appropriate by the Architect. Neither the Owner nor the Architect will be responsible for nor bound by any oral instructions or for a bidder's failure to make inquiry.
- B. Contractor/Subcontractor Question/Answer Period: It is noted that questions will be received and answered on an unofficial basis. Binding answers to questions must be included in an official written addendum and the Contractor or Subcontractor is encouraged to provide written communications to the Architect for proper response. Address e-mailed written correspondence to [bidninginfo@dalepartners.com](mailto:bidninginfo@dalepartners.com).
- C. Addenda: Any addenda to the plans and / or specifications issued before or during the time of bidding will become a part of the Contract and receipt of same must be acknowledged by Bidder in his proposal.
- D. "Or Equal" Substitutions: Refer to General Conditions 3.2.2 and Section 016000- "Or Equal" Substitutions: Bidder is advised that some sections of the specifications may not allow for substitutions and that the requirements of the General Conditions and Section 016000 and any requirements in the technical specifications which do not conflict with and which are in addition to the General Conditions and Section 016000 may, in the Owner's sole discretion, result in the rejection of the request for "or equal" substitution.

## 1.2 BIDDING

- A. A Contract for Construction: lump sum, single bid, received from General Contractors and shall include General, Mechanical, Electrical, and Site work as well as all other work shown on plans and specified herein.
- B. Subcontractors and Suppliers: The Bidder is specifically advised that any person, firm or other party to whom it is proposed to award a Subcontract or purchase order under this contract must be acceptable to the Owner.
  - 1. The Owner may make such investigation as he deems necessary to determine the ability of the Bidder of subcontractors or suppliers to perform the work, and the Bidder shall furnish to the owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein within the time required.
  - 2. All subcontractors must have a current, valid, Contractor's License and/or Certificate of Responsibility where Bid exceeds \$75,000.00.
  - 3. Listing of Subcontractors and Suppliers:

- a. So that the Owner may be assured that only qualified and competent subcontractors and suppliers will be utilized on the project and to prevent “bid-shopping” and/or “bid-chopping”, each Bidder shall identify within seven (7) days after Bid receipt date the name of the subcontractor and supplier used by the Bidder in his bid for each subcontractor and supplier whose bid or quote exceeds \$75,000.00. Bidder’s List shall be provided on the Listing Form provided with the Proposal Form. A Bidder’s failure to indicate the name(s) of the subcontractors and major suppliers included in his lump sum price within seven (7) days after Bid receipt may result in the rejection of the Bidder’s bid as non-responsive.
- b. The successful Bidder shall use the subcontractor and supplier identified by him as being include in his lump sum price, provide however, the Bidder assumes the risk that the subcontractor or supplier listed within seven (7) days after Bid receipt may result in the rejection of the Bidder’s bid as non-responsive.
- c. If Bidder lists itself as a supplier for any of the classifications listed, then the Bidder will be required to furnish such product from its manufacturing inventory and to demonstrate to the Owner and Architect that it has satisfactory qualifications and prior experience manufacturing and furnishing such materials, equipment and/or products. If Bidder lists itself as a subcontractor for any of the classifications listed, then the Bidder will be required to perform the work with its own regularly employed personnel and to demonstrate to the Owner and Architect that is has satisfactory qualifications and prior experience performing such work with its own regularly employed personnel. The Owner reserves the right to reject any bid if the evidence submitted by Bidder fails to satisfy the Owner that the Bidder has satisfactory qualifications and prior experience performing such work and/or furnishing such materials, equipment and /or products.

### 1.3 NON-COLLUSIVE AFFIDAVIT

- A. Bids shall be accompanied by 004105 Form of Non-Collusive Affidavit. The form is provided in Division 1 of the project manual.

### 1.4 DEBARMENT VERIFICATION FORM

- A. Bids shall be accompanied by Independent Contractor Debarment Verification Form. Form is provided in Division 1 of the project manual under Section 000820 FEDERAL REQUIREMENTS.

### 1.5 CERTIFICATE OF RESPONSIBILITY

- A. Each bidder submitting a bid equal to or in excess of \$75,000.00 on public projects and equal to or in excess of \$100,000.00 on private projects must show on his bid and on the face of the envelope containing the bid, his Certificate of Responsibility Number, as required by Section 31-7-13 (latest revision) Mississippi Code. If the bid does not exceed \$75,000.00 on public projects and \$100,000.00 on private projects, a notation so stating must appear on the face of the envelope.
- B. Each subcontractor shall also have a Certificate of Responsibility Number, as required by Section 31-7-13 (latest revision), Mississippi Code.
- C. Evidence: No bid will be opened, considered or accepted unless the above information is given as specified. Sufficient evidence that said Certificate of Responsibility has been issued and is in effect at the time of receiving bids must be submitted if required by the Owner or the Architect.

Likewise, it shall be the responsibility of the General Contractor to require a Certificate of Responsibility Number from any subcontractor that falls in the category of "B" above.

- D. In accordance with Mississippi law, if the Bidder is a joint venture, either the joint venture or all of the Contractors which make up the joint venture must hold certificates of responsibility from the State Board of Contractors.

#### 1.6 BID BOND

- A. Use AIA Document A310, Bid Bond, 2010 Edition for execution of Bid Bond.

#### 1.7 BID SECURITY

- A. Each bid, exceeding \$5,000.00 must be accompanied by the Bidder's certified check or a bid bond, duly executed by the Bidder as principal and having surety thereon, a surety company approved by the Owner and signed by an agent resident in Mississippi, in the amount of five percent of the bid. All bid bonds must be accompanied by the appropriate Power of Attorney designating the Mississippi Resident Agent.

#### 1.8 OPENING OF PROPOSALS

- A. Refer to the Advertisement of Bid.

#### 1.9 PREPARATION OF BID

- A. Conditions of Work: Each Bidder must fully inform himself of the conditions relating to the construction of the project and employment of labor thereon. Failure to do so will not relieve a successful Bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his Contract. The Contractor must employ methods or means to cause no interruptions of or interference with the work of any other Contractor.
- B. Examination of Site: All bidders, including the general contractor and subcontractors, will visit the site of the building, and inform themselves of all conditions. Failure to visit the site will in no way relieve the successful Bidder from his obligation to complete all work in accordance with the Contract Documents without additional cost to the Owner.
- C. Staging and Access: All Bidders, including the general contractor and subcontractors, acknowledge that the construction premises are restricted and that access is affected by the location of the project, by the facilities surrounding the project and by other construction either presently being performed or proposed to be performed during the performance of this Contract. All Bidders, including the general contractor and subcontractors, further acknowledge that such limitations in space and accessibility have been taken into account in estimating their bids.
- D. Laws and Regulations: The Bidder's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project apply to the Contract. The successful Bidder shall be required to comply with all applicable laws, ordinances, rules and regulations at no additional adopted or become effective before or after bid opening.

- E. **Obligation of Bidder:** At the time of opening of bids, Bidder will be presumed to have inspected the site and to have read and be thoroughly familiar with the plans and specifications, including all addenda.
- F. **Telegraphic and Facsimile Modifications:** A Bidder may modify his bid by telegraphic or facsimile communication at any time, provided such communication is received by the Owner prior to the scheduled time for opening time or no consideration will be given the telegraphic or facsimile modifications.

#### 1.10 PROPOSALS

- A. **Form:** Submit all proposals on forms provided and fill all applicable blank spaces without interlineations, alterations, or erasure and recapitulations of the work to be done. No oral, telegraphic, or telephonic proposals will be considered. Any addenda issued during the bidding must be noted on the Proposal Form.
- B. **Withdrawal:** Any bid may be withdrawn prior to the time for opening of bids or authorized postponement thereof. Any bid received after the time and date specified will not be considered. All bids are irrevocable offers to contract at the price bid which may not be withdrawn until Ninety (90) days after bid opening.
- C. **Submittal:** Submit bids in duplicate in an opaque sealed envelope bearing on the outside, the name and Certificate of Responsibility number of the Bidder, his address, bid opening date, and time.
- D. Any bid modification or qualification on the outside of the envelope will be considered only if accompanied by signature and title of person making the modification.
- E. **Mailing:** If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to: Dr. Glenda Nickson, Superintendent, Newtown Municipal School District, 205 School Street, Newton, MS 39345.
- F. **Ground Service:** Dr. Glenda Nickson, Superintendent, Newtown Municipal School District, 205 School Street, Newton, MS 39345.
- G. Bidders are urged to deliver their bid to the Owner. Owner will not be responsible for misdelivery of mail or express deliveries.

#### 1.11 CONTRACT

- A. **Award of Contract:** Award shall be made to the lowest and best Bidder, pursuant to Mississippi law and these Instructions to Bidders. The lowest bid shall be the base bid or combination of base bid and those alternates which produce a total within available funds. The Owner reserves the right to waive irregularities and to reject any and all bids.
- B. **Disqualification of Bidder:** The Owner reserves the right to award to other than the low Bidder when, in the Owner's judgment, it is in his best interest to do so. For instance, a Bidder may be disqualified for such reasons as:
  - 1. Bidder being in arrears on existing contracts.
  - 2. Bidder being in litigation with the Owner or the institution/agency.

3. Bidder having defaulted on or failed to satisfactorily complete a previous contract with the Owner, including Bidder's failure to satisfactorily fulfill the warranty obligations of a previous contract with the Owner.

C. The above is not an inclusive list.

D. Security for Faithful Performance: When the bid exceeds \$4,000.00 and simultaneously with his delivery of the executed Contract, the Contractor will furnish a payment and a performance bond in accordance with Section 31-7-13 et. Seq. of the Mississippi Code (latest revision). The surety on such bonds will be a duly authorized surety company licensed to do business in the state of Mississippi which is acceptable to the owner and which is listed on the United States' Treasury Department's list of acceptable sureties.

E. Time of Completion: By submission of its bid, Bidder agrees to commence work on or before a date specified in a written "Notice to Proceed" and fully complete the project within the time stated in the Bid Proposal Form.

F. Substantial Completion: By completion of the project shall be as defined by Section 9.8.1 of the General Conditions "... when the work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the work for its intended use."

G. Final Acceptance/Completion: Final acceptance/completion of the project as defined in the General Conditions 9.10.2.1 requires the submittal by Contractor of all closeout documents, all ownership and maintenance manuals required by the technical sections of the Contract the Guarantee of Work required by the General Conditions 12.2.2.5 and 12.2.2.6 and the manufacturer's certifications. Bidder's attention is specifically directed to the General Conditions 9.8.4 for additional conditions precedent to final acceptance/completion of the project.

H. Liquidated Damages for Failure to Enter into Contract: The successful Bidder, upon his failure or refusal to execute and deliver the Contract and required bonds within ten days after he has received notice of the acceptance of his bid, will forfeit to the Owner as liquidated damages the security deposited with his bid.

I. Liquidated Damages for Failure to Substantially Complete Project in Time Stipulated: Applicable when stipulated sum is shown in General Conditions 9.11.

#### 1.12 BID DOCUMENTS

A. Plans and specifications are available, unless noted otherwise on the Advertisement for Bid, at Dale Bailey's online plan room at [www.dalebaileyplans.com](http://www.dalebaileyplans.com).

B. No partial sets of documents will be issued or accepted for return.

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