DOCUMENT 002113 - INSTRUCTIONS TO BIDDERS

1.1 INSTRUCTIONS TO BIDDERS

A. The Bid Package will be e-mailed to all bidders. Printing documents will be at the bidders' expense. Printing costs are not refundable.

1.2 EXAMINATION

A. Bidders shall carefully examine the site and documents to obtain first-hand knowledge of existing conditions and work proposed.

B. Contractor will not be given extra payment for conditions which can be determined by examining the site and documents.

1.3 QUESTIONS

A. Bidders shall submit questions about bidding documents to Architect in writing. Questions are to be e-mail to randall@neuhofftaylor.com Replies will be issued to Bidders of Record by addenda and will become part of Contract Documents. Architect and Owner will not make oral clarifications.

B. Questions must be received by Architect at least three calendar days before bid opening date.

C. Addenda can be issued until not less than twenty-four hours (24 HR) prior to the time scheduled for the bid opening.

1.4 SUBSITUTIONS

A. Substitutions before receipt of bids shall be as identified in Supplementary Conditions and Division 1 specifications. To request Pre-bid approval of substitution, data required by Architect for evaluation must be received 10 calendar days before date set to receive bids. Acceptable substitutions will be identified in addenda.

B. Bidders submitting bids in reliance upon a substitution when substitution has not been approved prior to bidding do so at their own risk.

1.5 LIQUIDATED DAMAGES AND TIME

A. Conditions for liquidated damages are established in Supplementary Conditions. Time for completion and amount of liquidated damages are identified on the Bid Form.

1.6 LICENSING

A. Bidders shall have all applicable contractor and business licenses for the project location.

1.7 PRE-BID CONFERENCE

A. Pre-Bid Conference is scheduled as listed in the Invitation to Bid.

1.8 BID FORM

A. All bids must be submitted on forms furnished within the specifications by the Architect and shall be subject to all requirements of the specifications and drawings.

B. All blank spaces for bid prices must be completed in ink or typewritten, in both words and figures.

C. Each bid must be submitted in a sealed envelope bearing on the outside the words “Bid Documents”, the name of the bidder, his license number, his address and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope as specified in the Bid Proposal form. The bid envelope must also list the subcontractors and their information as required by Tennessee law.

D. Any interlineation, alteration or erasure of any entry made in a blank space of the form must be initialed by the signer of the Bid. However, no interlineation, alteration or erasure shall be made in the wording printed on the bid form unless the Bidder is instructed by the Bid Documents to do so. The Bidder shall add no stipulations or qualifications on the Bid Form or accompanying the Bid Form unless permitted by or instructed by the Bid Documents to do so.

E. Conditional Bids will not be accepted.

F. All applicable required quantities, unit costs and alternatives shall be included as part of this bid.

G. Bid Form shall be signed by person or persons legally authorized to bind Bidder to contract.

1.9 BID SECURITY

A. Bid Security is required in the amount of five percent (5%) of the total amount bid, including alternates and at the option of the Bidder, may be a certified check, bank draft, U.S. Government Bond at par value, or a Bid Bond secured by a surety company, made payable to the Owner.

B. Bid Bonds shall be issued by Surety company licensed to do business in the State of Tennessee and shall have certified and current Power-of-Attorney for Attorney-in-Fact attached.

C. Certified check or bank draft must be made payable to the Owner.

D. The Owner may retain Bid Security of Bidders to whom award is being considered until either (a) Contract has been executed, or (b) the specified time has elapsed so that bid is not binding, or (c) bid have been rejected. If Bidder refuses to enter into Contract or fails to furnish all required attachments properly executed, the amount of bid security shall be forfeited to Owner as liquidated damages, not as penalty.

1.10 BID SUBMITTAL

A. Bidders are solely responsible for ensuring that bids are received by the time and at the place identified for receipt of bids. A bid sent by mail shall be enclosed in an envelope clearly marked “Bid Envelope Enclosed”. Bids received late will be returned unopened.

1.11 WITHDRAWAL AND MODIFICATION PRIOR TO CLOSE OF BIDDING

A. Bids, once submitted, may be withdrawn or modified before the scheduled opening time upon receipt of request signed by a person legally authorized to bind bidder to contract. If bid is withdrawn, it may not be resubmitted. Modifications to bid may be made as “add” or “deduct” only. Oral, telephonic or telegraphic withdrawal or modification will not be considered. After time and date designated for receipt of bids, bid may not be modified during time period stipulated in Bid Form.

1.12 RECEIPT AND OPENINGS OF BIDS

A. Bids will be received according to the Invitation to Bid.

1.13 POST-BID WITHDRAWAL OF BID FORM CONSIDERATION DUE TO MISTAKE

A. Request to withdraw bid due to a mistake must be in writing to the Owner, delivered in person or postmarked certified or registered mail not later than twenty-four hours after the time fixed for receipt and opening of bids. Request shall acknowledge that bidder refuses to enter into contract based on bid and intends to submit original work papers, documents, and materials used in preparation of the bid in like manner within five working days following date of bid opening.

B. Bidder making such request will be removed from consideration for award of contract; and, a duly appointed review panel shall consider whether forfeiture of Bid Security should be waived.

1.14 CONSIDERATION OF BIDS

A. To be considered, Bids shall be made in accordance with these instructions to Bidders. Failure to comply with these bidding requirements may cause bid to be rejected. The Owner reserves right to waive formalities and reject any or all bids and to award to a Bidder other than the low Bidder.

1.15 POST BID INFORMATION

A. Each Bidder shall be prepared, if requested by Owner or Architect, to present evidence, within ten days of the request, of experience, qualifications, and financial ability to carry out terms of the contract.

1.16 BONDS

A. Successful bidder shall provide Contract Bond in amount of one-hundred percent (100%) of the Contract Sum. Bonds shall be provided in accordance with paragraph 11.4.1 of the Conditions of the Contract.

1.17 EXECUTION OF THE CONTRACT

A. If a Bidder is presented the written agreement form for signing, then that Bidder shall deliver to the identified Owner's representative, within five calendar days after presentation, the required number of counterparts of the signed Agreement Form, Contract Bond and certificates of insurance.

B. For the purpose of computing time, the five days referred to in paragraph 17,1 commence the day after receipt of the agreement form by bidder. Should the fifth day fall on a National of State holiday or weekend, Bidder shall provide required documents as directed no later than the next working day; however, regardless of circumstances of causes Bidder exceeding delivery time, Owner shall be entitled

to either require forfeiture of bid security or to add for each day Bidder exceeds the five day period a corresponding extra day in which to return a fully executed contract, which return will be considered effectuated by mailing Agreement to the Contractor within the required time plus any extensions provided herein.

1.18 AWARD OF CONTRACT

A. Presentation of Agreement form by Owner to bidder for signature does not constitute award of Contract. Contract shall not be considered awarded until Bidder has received a fully executed Agreement.

END SECTION 002113