

INSTRUCTIONS TO BIDDERS

1. Defined Terms

Terms used in these Instructions to Bidders shall have the meanings assigned to them as stated in Article 2 of the General Conditions.

2. Qualifications of Bidders

The Owner may make such investigations as deemed necessary to determine the ability of the Bidder 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. Such information and data shall be submitted to the Owner within five days of receipt of the Owner's written request. The Owner reserves the right to reject any Bid if 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 Agreement and to complete the work contemplated therein.

Where local, state, or federal law requires the Contractor performing the work to be licensed, the Bidder shall be properly qualified according to said laws and shall furnish to the Owner such evidence of qualifications at the time the Bid is submitted.

3. Examination of Contract Documents and Site

Before submitting his Bid, each Bidder must (a) examine the Contract Documents thoroughly; (b) visit the site to familiarize himself with local conditions that may in any manner affect performance of the Work; (c) familiarize himself with federal, state, and local laws, ordinances, rules, and regulations affecting performance of the Work; and (d) carefully correlate his observations with the requirements of the Contract Documents.

Reference is made to the General Requirements (Section II, Division 1) for the identification of those surveys and investigation reports of subsurface or latent physical conditions at the site or otherwise affecting performance of the Work which have been relied upon by Engineer in preparing the Drawings and Specifications. Owner will make copies of such surveys and reports available to any Bidder requesting them. Before submitting his Bid, each Bidder will, at his own expense, make such additional surveys and investigations as he may deem necessary to determine his Bid price for performance of the Work within the terms of the Contract Documents.

The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this Article 3. 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 the Agreement.

4. Interpretations and Addenda

All questions about the meaning or intent of the Contract Documents shall be submitted to Engineer in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the bidding documents. Questions received less than three days prior to the date for opening of Bids will not be answered. Only questions answered

by formal written Addenda will be binding. Oral and other interpretations of clarifications will be without legal effect. All Addenda so issued shall become part of the Contract Documents.

Addenda to the Contract Documents will be acknowledged by all bidders. Failure to acknowledge receipt of Addendum Letters is grounds for rejection.

5. Bid Security

Each Bid must be accompanied by Bid Security in the form of cash, certified check of the bidder, or a Bid Bond prepared on the Bid Bond Form attached hereto, duly executed by the Bidder as principal and having as surety thereon a surety company approved by the Owner (those named on the current list of “Surety Companies Acceptable on Federal Bonds” as published by the Audit Staff Bureau of Accounts, U.S. Treasury Department will be acceptable to the Owner unless the Bidder receives written notification to the contrary from the Owner at least 5 days prior to the date for the opening of Bids.) Attorneys-in-Fact who sign Bid Bonds must file with each bond a certified and effectively dated copy of their power of attorney.

The Bid Security shall be in the amount of 5% of the Bid. The Bid Security of the accepted Bidder will be retained until he has executed the Agreement and has furnished the required Contract Security. If the accepted Bidder fails to execute and deliver the agreement and furnish the required Contract Security within 10 days of the issuance of the Notice of Award, Owner may annul the Notice of Award and the Bid Security of that Bidder will be forfeited.

The Bid Security of any Bidder whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the fifth day after the executed Agreement is delivered by Owner to Contractor and the required Contract Security is furnished or the expiration of the time specified for the Bids to Remain Open. After such date, any Bid Security will be returned upon demand of the Bidder. Bid Security of other Bidders will be returned within 5 days of the Bid opening.

Bid Security in the form of a Bid Bond will not normally be returned to Bidder unless specifically requested by Bidder. Cash or certified check will be returned according to the above-stated procedures.

6. Issuance of Bidding Documents

The City of Franklin is on a cash basis for sales of Plans, Project Manuals, Standard Specifications, Standard Drawings, Standard Drawing Books and Tabulations of Bids. Requests for documents must be accompanied by cash, check, money order, or they may be mailed to the buyer C.O.D.

The cost specified on the Notice to Bidders plus shipping, will be made for each set of plans and specifications. This charge is applicable regardless of whether the documents are to be used for bidding or non-bidding purposes. Documents will be obtainable until the time set for opening bids. The charge for Plans and/or Specifications will be as specified in the Notice to Bidders and this charge will be applicable before the letting and for three months after the letting. All documents will be furnished without refund and transmitted at your risk.

When two or more contractors wish to bid together in a joint venture, each contractor will be required to make a written request for such a bid to the City of Franklin. This request shall be signed by an authorized signatory of each firm.

Requests for joint venture bids may be made in person or by telephone. However, the bid for said joint venture will not be issued until the request in writing, as set forth above, is received by the City of Franklin.

7. Rejection of Bids

Bids will be rejected as irregular if, prior to the formal opening of the bid, all of the following documents have not been signed: (1) the bidder shall sign by written signature the Bid form, (2) the bidder shall sign by written signature the Bid Certification form, (3) the bidder shall sign by written signature the Bid Bond form or the Bid Security, whichever is applicable, (4) the Agent or Attorney-in-Fact representing a Surety Company shall sign by written signature the Bid Bond, if applicable. In addition, Bid Proposals will be rejected if any of the above signatures are a reproduced copy, such as, but not limited to a photostatic copy or a facsimile transmission. An original, dated and valid Power of Attorney for the Attorney-in-Fact must accompany the Bid Proposal and the Contract. The accompanying Power of Attorney must be dated, and the date must be the exact same date as the date on the Bid Bond. The Bid Proposal and the Bid Bond, including the attached Power of Attorney, shall be valid and binding for 60 days subsequent to the date of opening bids.

Bid Proposals shall be completed on the forms as issued. All of the documents that are bound therein are part of the Bid Proposal and shall not be detached. Bid Proposals shall not be taken apart. Bid Proposals taken apart may be subject to rejection. Proposals will be rejected as being irregular if they (1) are not prepared on the prescribed forms; (2) show any omissions, alterations of form, additions, or conditions not called for, unauthorized alternate bids, or irregularities of any kind; (3) or if they fail to contain a unit price for each item listed. Bid Proposals shall be completed on the forms as issued. Photostatic or facsimile copies of Proposal sheets may not be attached to the Bid Proposal. Proposals containing forms not issued by the City of Franklin may be subject to rejection.

8. Contract Time

The number of days for the completion of Work (Contract Time) is set forth in the Bid Form and will be included in the executed Agreement. Bidder must agree to start work on or before a date to be specified in a written Notice to Proceed by the Owner and to fully complete the Work within the stated Contract Time. Bidder must agree also to pay as liquidated damages the sum specified in the Bid Form and to be included in the executed agreement for each day beyond the specified Contract Time that the Work remains incomplete. Any provisions for liquidated damages are set forth in the Contract Documents.

9. Subcontractors

The Bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a Subcontract under the Agreement must be acceptable to the Owner. No part of the Agreement may be subcontracted without the prior written approval of the Owner.

If the Supplementary Conditions require the identity of certain Subcontractors and/or other persons and/or organizations to be submitted to Owner in advance of the Notice of Award, the apparent low Bidder and any other Bidder so requested will, within 7 days after the day of the Bid opening, submit to Owner a list of all Subcontractors and/or other persons and organizations (including those who are to furnish the principal items of material and equipment) proposed for those portions of the Work as to which such identification is so required. Said list shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of qualification for each such Subcontractor, person, and/or organization if requested by Owner. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, person, or organization, he may, before giving the Notice of Award, request the apparent low Bidder to submit an acceptable substitute without an increase in his Bid price. If the apparent low Bidder declines to make any such substitution, he will not thereby sacrifice his Bid Security. Any Subcontractor, other person, or organization so listed and to whom Owner or Engineer does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer. Contractor shall not be required to employ any Subcontractor, other person, or organization against whom he has reasonable objection.

10. Bid Form

The Bid Form is included in the Contract Documents; additional copies may be obtained from the Engineer. Bidders will be charged the reproduction cost of such additional copies.

Each Bid must be submitted on the prescribed Bid Form with all blank spaces for bid prices completed in ink or typewritten. Both unit prices and total prices shall be entered on the Bid Form and in case of discrepancies, the unit prices shall take precedence. Where space is provided in the Bid Form for entry of a price in works, such entry shall be made; and in case of discrepancy between words and numerals, words will take precedence.

Bid Form must not be detached from this Project Manual. Bid Form shall not be altered in any way by the Bidder. Such shall constitute an irregular Bid and could result in rejection of the Bid by the Owner.

Bid shall be submitted on a lump sum or unit price basis as shown on the Bid Form. Unless otherwise stated on the Bid Form or in the Invitation to Bid, the Bid requested shall include furnishing all labor, tools, equipment, and materials necessary to complete the Work as described in the Contract Documents.

If the Bid Form is a unit price format, the quantities included represent the Engineer's best estimate of the quantities necessary to complete the Work but are subject to change. Any change, whether an addition to or a deduction from the original estimated quantities as shown on the Bid Form, will be paid for at the unit price bid with appropriate additions to or deductions from the total amount paid for that Bid Item. All work, which will be paid for separately, is included as a unit price or lump sum pay item. All work necessary for satisfactory completion of the Work, as described in the Contract Documents, must be completed by the Contractor, whether included as a separate pay item or not.

The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.

Bids by corporations must be executed in the corporate name by the president or vice-president (or other corporate officer accompanied by evidence of authority to sign.) The corporate address and state of incorporation shall be shown below the signature. The corporate seal should be affixed and attested by the secretary or an assistant secretary.

Bids by partnerships must be executed in the partnership name and signed by a partner. The partner's title must appear under the signature, and the official address of the partnership must be shown below the signature.

All names must be typed or lettered (printed) below the signature.

The Owner may consider informal any Bid not prepared and submitted in accordance with the provisions stated in these Instructions to Bidders and may waive any informalities or reject any or all Bids because of such informalities.

Bids lacking required documents or not submitted in accordance with Tennessee State Bidding Laws will be rejected and may subject bidder to a one (1) year ban from submittal on future City of Franklin projects.

11. Submission of Bids

Bids shall be submitted at the time and place indicated in the Invitation to Bid. Any Bid received after the date and time specified for the opening of Bids will not be considered.

The Bid Form must remain attached to and be submitted with the Project Manual. Each Bid must be submitted in a sealed opaque envelope. The envelope shall bear on the outside the following information: (1) Bidder's name and address, (2) Bidder's current valid Contractor's license number for the state in which the Project is located, (3) the expiration date of such license, (4) the classification of such license applicable to the work, and (5) the name of the Project for which the Bid is submitted, including the Contract Number, if applicable. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed as specified in the Bid Form and clearly marked to show that the envelope contains a Bid for the named Project.

The Bid Security and other required submittals shall be firmly attached to the Project Manual, preferably on the inside of the back cover.

The Contractor shall comply with all provisions of TCA § 50-9-113 as it relates to Drug-Free Workplace requirements. The Drug-Free Affidavit must be completed and included at the time the Bid is submitted.

12. Modification and Withdrawal of Bids

Any Bid may be modified or withdrawn prior to the scheduled time for the opening of Bids or authorized postponement thereof. Such modification or withdrawal shall be accomplished by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

Any Bid may be modified or withdrawn by telegraphic communication, provided that such telegraphic communication is received prior to the scheduled time for opening Bids and provided further that the Owner is satisfied that a written confirmation of said telegraphic communication over the signature of the Bidder was mailed prior to the opening of the Bids. The telegraphic communication should not reveal the Bid price but should provide the addition, subtraction, or other modification so that the final prices or terms will not be known by the Owner until the sealed Bid is opened. If written confirmation is not received within 3 days from the opening of Bids, no consideration will be given to the telegraphic communication.

13. Opening of Bids

Bids will be opened at the place, time, on the date, and in the manner indicated in the Invitation to Bid, or as modified by any Addendum.

14. Bids to Remain Open

All Bids shall remain open for 60 days after the day of the Bid opening. The Owner may, in his sole discretion, release any Bid and return the Bid Security prior to that date.

15. Award of Contract

Owner reserves the right to reject any and all Bids and waive any and all informalities, and the right to disregard all nonconforming or conditional Bids or counter proposals.

In evaluating Bids, Owner shall consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and alternatives and unit prices, if requested in the Bid Forms. He may consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the Work as to which the identity of Subcontractors and other persons and organizations must be submitted as specified in the Supplementary Conditions or Specifications. He may conduct such investigations as he deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, and other persons and organizations to do the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time. Owner reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to Owner's satisfaction.

If a contract is to be awarded, it will be awarded to the lowest responsible Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Project.

If the contract is to be awarded, Owner will give the apparent successful Bidder a Notice of Award within the time specified for Bids to remain open.

The apparent successful Bidder must execute and deliver to the Owner the Agreement and required Contract Security within 10 days of the issuance of the Notice of Award.

Simultaneous with the delivery of the executed counterparts of the Agreement to Owner, Contractor shall deliver the required Contract Security. Surety bond or bonds shall be prepared on the Bond Form(s) included in this Project Manual (unless other forms are acceptable to the Owner) and in accordance with provisions of the General Conditions and Supplementary Conditions.

Attorneys-in-Fact who sign contract bonds must file with each bond certified an effectively dated copy of their power of attorney.

16. Insurance

Insurance requirements shall be as indicated in the General Conditions and Supplementary Conditions.

17. Laws and Regulations

The Bidder's attention is directed to the fact that all applicable federal, state, and local laws, as well as rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the work, and they will be deemed to be included in the Contract Documents just as though they were written out in full in said Contract Documents.

18. Special Notice

Bidder's attention is directed to certain special requirements of the work.

1. Insurance and Bonding requirements as discussed in the General Conditions and Supplementary Conditions.

END OF INSTRUCTION TO BIDDERS