

# INSTRUCTIONS TO BIDDERS

## BIDDING DOCUMENTS

**1.1** Bonafide prospective prime bidders and major subcontractors are encouraged to register with the Designer as a Bidder of Record in order to ensure timely communication of addenda. Those registered also may obtain Bidding Documents in accordance with provisions of the Invitation to Bid.

**1.2** Bidders of Record obtaining Bidding Documents on a deposit basis will have deposit refunded upon returning complete Bidding Documents unmarked and in good condition within 15 days after the scheduled opening of bids. Upon failure to meet these conditions, deposit shall be forfeited.

**1.3** Bidders of Record may obtain additional copies of Bidding Documents at cost from Designer, but costs will not be refundable.

## EXAMINATION

**2.1** Bidders shall carefully examine site and documents to obtain first-hand knowledge of existing conditions and Work proposed. Copies of standards referenced in Project Manual are available for review through Designer's office.

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

## PRE-BID CONFERENCE

**3.1** Pre-Bid Conference may be held approximately 10 days prior to bid opening date at time and place to be announced. Bidders of Record will be notified in writing whether or not a pre-bid conference will be held.

## QUESTIONS

**4.1** Bidders shall submit questions about bidding documents to Designer in writing. Replies will be issued to Bidders of Record by addenda and will become part of Contract Documents. Designer and Owner will not make oral clarifications.

**4.2** Questions must be received by Designer at least six calendar days before bid opening date.

**4.3** No addenda will be issued less than three calendar days before bid opening date.

## SUBSTITUTIONS

**5.1** 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 Designer for evaluation must be received 10 calendar days before date set to receive bids. Acceptable substitutions will be identified in addenda.

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

## QUALIFICATIONS of CONTRACTORS

**6.1** Bidders shall be familiar with the Contractors Licensing Act of 1976, as currently amended, codified in Tennessee Code Annotated Sections (TCA §) 62-6-101, et seq. A contract will not be awarded that conflicts with state licensing law.

**6.2** In compliance with TCA § 50-9-114(a), potential bidders are advised that the Owner does not operate a certified drug-free workplace program providing for testing.

**6.3** Bids submitted for this project shall not include a contractor or subcontractor that has been disqualified from participating in State construction projects under the supervision of the State Building Commission. As a matter of public record, the State Architect maintains a list of those that have been disqualified, and the Owner endeavors to include a current copy of that list in Bidding Requirements for its projects as Information Available to Bidders. Failure to include a current list shall not negate the effect of disqualification.

## BID SECURITY

**7.1** Bid Security is required in the amount of five percent (5%) of total amount bid, including alternates, made payable to State of Tennessee.

**7.2** Bid Bonds shall be issued by Surety company licensed to do business in Tennessee by Tennessee Department of Commerce and Insurance, and shall have certified and current Power-of-Authority for Attorney-in-Fact attached.

**7.3** Checks shall be certified or cashier's, payable in U.S. Dollars drawn on a U.S. bank. Bid security submitted in the form of a check is deposited by the Owner until conditions for a refund are met, and then refunded in accordance with normal State requirements for prompt payment. In order to obtain such a refund, the bidder must submit a completed Substitute W-9 Form, using the form of Section 00 54 35, within 30 days of the bid opening. Bid Security that has been deposited is valid for only the one bid, and is not transferrable to another bid.

**7.4** Owner may retain Bid Security of bidders to whom award is being considered until either: 1) Contract has been executed; 2) specified time has elapsed so that bid is not binding; or, 3) bid has 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.

## **BID FORM**

**8.1** Make bids on an unaltered bid form duplicated from the current Bidding Documents in effect at the deadline for receipt of bids. Submit one Bid Form. Failure to completely fill out Bid Form may cause bid to be rejected.

**8.2** If a Bidder chooses not to bid an Alternate, Unit Price, or Base Bid in a multiple Base Bid project, write "no bid" in the space. To indicate availability of an Add Alternate at no additional charge, write "no charge" in the space. Additional stipulations or qualifications on Bid Form may cause bid to be rejected.

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

## **BID SUBMITTAL**

**9.1** Submit Bid Form, with required attachments, in a manila envelope of sufficient size to hold the bid form unfolded, and with a copy of the Bid Envelope form from the Bidding Documents pasted or taped securely and unfolded to the face of the envelope, which is then the Bid Envelope. Blank spaces on the Bid Envelope form shall be filled in by Bidder, except the blank provided for Designer's approval.

**9.2** If work is required for any or all of the subcontract trades listed on the Bid Envelope form, list subcontractor(s) that will perform that work. If there is no work in a category, write "None Required" in space. If Bidder will perform that work with Bidder's own forces, so indicate. If acceptance of alternate or combination of alternates changes subcontractor, indicate change on bid envelope.

**9.3** Provide state contractor license number, expiration date, and applicable classifications for bidder and listed subcontractors.

**9.4** 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.

## **WITHDRAWAL and MODIFICATION PRIOR to CLOSE of BIDDING**

**10.1** Bids, once submitted, may be withdrawn or modified before the scheduled opening time only 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.

## **RECEIPT and OPENING of BIDS**

**11.1** Bids will be received and opened at time and place identified in Invitation to Bid.

## **POST-BID WITHDRAWAL of BID from CONSIDERATION DUE to MISTAKE**

**12.1** Request to withdraw bid due to 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.

**12.2** 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.

## **POST BID INFORMATION**

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

## **CONSIDERATION of BIDS**

**14.1** 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.

**14.2** The Owner reserves right to: reject Unit Prices proposed in a bid without invalidating other portions of bid; reject a bid which does not provide all required Unit Prices; waive informalities; and, reject any or all bids.

**14.3** It is Owner's intent to award contract, or multiple contracts in the case of multiple base bids, based upon lowest evaluated responsive bid

submitted by responsible bidder for base bid plus alternates (if any) taken in order up to, but not to exceed the Bid Target. When alternates are included in bidding, Bid Target will be announced at bid opening prior to opening bids. Alternates may be accepted or rejected at Owner's discretion, provided that final combination of base bid and accepted alternates does not produce a price for which a lower bid was made.

**14.4** In the event of tie bids, preference will be given to in-state bidder over out-of-state bidder; and, if a tie still exists, successful bidder will be determined by chance.

**14.5** In the case of a multiple Base Bid, Owner may award a combined contract for the Work of more than one Base Bid if the same bidder is the successful low bidder on each.

### **AGREEMENT FORMS and BONDS**

**15.1** Agreement form will be the Standard Form of Agreement Between Owner and Contractor included in this Project Manual. The following information and provisions will be filled in prior to the presentation of the Agreement form to Contractor by Owner: 1) Contracting Agency, Contractor, Project, and Designer will be identified on page one; 2) A full enumeration of the Contract Documents which make up the Agreement will be provided in Article 1; 3) Provisions for Contract Time and Liquidated Damages will be incorporated in Article 2; 4) The Contract Sum and the basis upon which it is determined, and Unit Prices proposed as a part of the successful bid which are accepted by the Owner, will be stated in Article 3; and, 5) The signature page will provide for a single signature by the Contractor, and will provide for the several signatures on behalf of the Owner as required by law and policy.

**15.2** Successful Bidder shall complete and provide an Authorization Agreement for Automatic Deposits on the ACH Credits Form included in this Project Manual.

**15.3** If the Contract Sum exceeds \$100,000, the successful Bidder shall provide Contract Bond in the amount of one-hundred percent (100%) of the Contract Sum, and a Three Year Roof Bond, if and as stipulated in the Bid Form. Bonds shall be provided in accordance with paragraph 11.5 of the Conditions of the Contract and paragraph 17.2 below on the Owner's standard bond forms included in this Project Manual.

### **EXECUTION and AWARD of CONTRACT**

**16.1** Presentation of Agreement form by Owner to Successful Bidder for signature does not constitute award of Contract. Contract shall not be considered

awarded until Bidder has received a fully executed Agreement.

**16.2** 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, Roof Bond (if required), certificates of insurance, ACH Credits Form, and W-9 federal tax form.

**16.3** For the purpose of computing time, the five days referred to in paragraph 17.2 commence the day after receipt of the agreement form by Bidder. Should the fifth day fall on an State holiday, weekend, or other day of Owner's closing, Bidder shall provide required documents as directed no later than the next working day; however, regardless of circumstances or causes for Bidder exceeding delivery time, Owner shall be entitled to either require forfeiture of bid security or to add for each day the 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.

**16.4** Owner will fill in date of Agreement on all forms when last signature is affixed. Last signature will be by Owner.

### **LIQUIDATED DAMAGES and TIME**

**17.1** Conditions for liquidated damages are established in Supplementary Conditions. Time for completion and amount of liquidated damages are identified in Bid Form.

### **MINORITY PARTICIPATION**

**18.1** It is the express desire of the State Building Commission to include an emphasis on diversity in its contractual relationships with contractors for the construction, demolition, or renovation of State projects under jurisdiction of the Commission. The Commission acknowledges that firms who demonstrate and embrace diversity within their programs and policies are assisting the State in achieving its goals in building a more reflective marketplace of the community within this state. The State will require the successful bidder to report to the State the names and amounts of contracts entered into with minority-owned businesses on State projects in order for the State to collect data on such participation, as set forth in the Conditions of the Contract.

### **END of INSTRUCTIONS to BIDDERS**