

# INSTRUCTIONS TO BIDDERS

## BIDDING DOCUMENTS

- 1.1 Bonafide prime Bidders will obtain one Bid package, including Bidding Documents, Bid Envelope, and Bid Form, in accordance with provisions of the Invitation to Bid.
- 1.2 Individuals or firms securing Bid packages become Bidders of Record, are automatically issued subsequent Addenda.

## 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.

## QUESTIONS

- 3.1 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 Owner will not make oral clarifications.
- 3.2 Questions must be received by Owner at least four calendar days before bid opening date.
- 3.3 In compliance with Tennessee Code Annotated 12-4-113, no Addenda will be issued less than 48 hours of the bid opening, excluding weekends and legal holidays. The exception would be Addenda to extend the bid deadline.
- 3.4 Normal practice is that no Addenda affecting pricing will be issued less than three calendar days before bid opening date.

## SUBSTITUTIONS

- 4.1 Substitutions before receipt of bids shall be as identified in Conditions and Division 1 specifications. To request pre-bid approval of substitution, data required by Designer for evaluation must be received ten calendar days before date set to receive bids. Acceptable substitutions will be identified in Addenda.
- 4.2 Substitutions shall be submitted in accordance with 3.4.2 of the General Conditions.

## LIQUIDATED DAMAGES AND TIME

- 5.1 Conditions for liquidated damages are established in the Conditions. Time for completion and amount of liquidated damages are identified in bid form.

## LICENSING AND QUALIFICATIONS

- 6.1 Bidders shall be familiar with the Contractors Licensing Act of 1976, as currently amended (codified in Tennessee Code Annotated Sections 62-6-101, et seq.). A contract will not be awarded to a bidder whose bid is in conflict with state licensing law.
- 6.2 In compliance with Tennessee Code Annotated Section 50-9-114(a), prospective bidders are advised that the Owner does not operate a certified drug-free workplace program providing for testing.
- 6.3 In compliance with Tennessee Code Annotated Section 50-9-113(a), *prospective* bidders shall submit a completed affidavit Section 00 45 21 as an attachment to their Bid Form, certifying operation of a drug-free workplace program.
- 6.4 Bids submitted for this project shall not include a contractor or subcontractor that is 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 are disqualified, and the Owner endeavors to include a current copy of that list in the bidding requirements for its projects as Information Available to Bidders. Failure to include a current list shall not negate the effect of disqualification.

## PRE-BID CONFERENCE

- 7.1 Pre-bid conference may be held approximately ten 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.

## BID FORM

- 8.1 Make bids on an unaltered Bid Form furnished by the Owner in Bid package and duplicated in Project Manual. Submit one original 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 and the original, signed Bid Form shall be submitted.

## BID SECURITY

- 9.1 Bid security is required in the amount of 5% of total amount bid, including alternates, made payable to State of Tennessee.
- 9.2 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-attorney for attorney-in-fact attached. The original of the Bid Bond and the certified power of attorney shall be submitted.
- 9.3 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 00, within thirty days of the bid opening. Bid security that has been deposited is valid for the one bid and is not transferrable to another bid.
- 9.4 Owner may retain bid security of bidders to whom award is being considered until either (a) Contract has been executed, or (b) specified time has elapsed so that bid is not binding, or (c) 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 SUBMITTAL

- 10.1 When filling out the Bid Form and the blank spaces on the face of the Bid Envelope for submission, Bidder must in all instances list its name exactly the same as it is shown on its applicable license as maintained by the Tennessee Board for Licensing Contractors, and any failure to strictly abide by this requirement can result in a determination that the bid received was submitted by an unlicensed contractor
- 10.2 Submit Bid Form, with required attachments, in Owner's Bid Envelope furnished by Owner in Bid package. Bidder shall fill in blank spaces on face of Bid Envelope, except blank provided for Owner's approval. When filling in base bid or alternate(s), bid amount in words takes precedence over the numerical amount.
- 10.2 If work is required by a subcontractor, such that the amount of work requires a license, list name, license number, expiration date thereof, and license classification of the contractor that will perform that work. Or, if Bidder will perform work in a category with Bidder's own forces, fill in Bidder's name, license number, expiration date thereof, and license classification as appropriate for subcontractor work.

**10.3** If no work is required or a licensed contractor is not required in a subcontractor category, write "N/R" (None Required) or "N/A" (Not Applicable).

**10.4** 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. Please note that some State office buildings x-ray incoming mail and parcels. This could delay receipt of a bid reaching its intended destination in a timely manner.

### **RECEIPT AND OPENING OF BIDS**

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

### **WITHDRAWAL AND MODIFICATION PRIOR TO CLOSE OF BIDDING**

**12.1** Bids may be submitted, withdrawn, modified, and resubmitted prior to the scheduled bid opening time. Any bids submitted after the bid opening time will not be accepted. No bid may be modified after the bid opening time. Bid withdrawals after the bid opening time must be according to section 13, below. Withdrawal, modification, or resubmission by oral, telephonic, telegraphic, electronic mail, or other non-authorized means will not be considered.

**12.2** Modifications to bid amounts may be made as "add" or "deduct" only and must be signed by a person authorized to bind the company. Such modifications must be done in writing either on the exterior of the bid envelope or by separate document.

### **POST-BID WITHDRAWAL OF BID FROM CONSIDERATION DUE TO MISTAKE**

**13.1** Request to withdraw bid due to mistake must be in writing to Owner, delivered in person or postmarked certified or registered mail not later than 24 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.

**13.2** 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.

### **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 a 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. If the base bid of all bidders exceeds the established bid target, the low bidder is determined by the lowest base bid submitted by a responsible bidder irrespective of any alternates (if any) bid. 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 change low bidder as established by above method.

**14.4** In the event of tie bids, if there are no federal funds in the project, 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 a public coin toss. In the event of tie bids, for projects with federal funds, successful bidder will be determined by a coin toss.

**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.

### **POST BID INFORMATION**

**15.1** Should a bidder wish to protest a Bid, the bidder shall submit a Protest Bond to the Owner in the amount of 5% of the protester's bid amount within seven calendar days of the Bid opening. An example of Any Bid protests shall be submitted in accordance with SBC By-laws, Policy and Procedure, Item 18.

**15.2** 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.

### **BONDS**

**16.1** Successful bidder shall provide bonds as required by the Bidding Documents and in accordance with paragraph 11.6 of the Conditions and paragraph 17.1 below. Bond forms shall be the State of Tennessee standard bond forms, which are sequenced in Project Manual as listed in Table of Contents. Contract Bond, if required, shall be in the amount of 100% of the Contract sum. Three-Year Roof Bond, if required, shall be in an amount as stipulated on the Bid Form.

### **EXECUTION OF THE CONTRACT**

**17.1** 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 (if required), Roof Bond (if required), certificates of insurance, and a Supplier Direct Deposit Authorization Form.

**17.2** For the purpose of computing time, the five days referred to in paragraph 17.1 above commence the day after receipt of the Agreement Form by Bidder. Should the fifth day fall on a State holiday, or weekend, 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.

### **AWARD OF THE CONTRACT**

**18.1** 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.

### **PARTICIPATION OF DIVERSITY-OWNED BUSINESSES**

**19.1** 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 the 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.

**19.2** It is a requirement of all successful bidders on projects under the jurisdiction of the State Building Commission that they report to the Owner the names and amounts of contracts entered into with "Disadvantaged or Diversity-Owned Businesses" on their contract with the Owner in order for the Owner to collect data on such participation.

### **END OF INSTRUCTIONS TO BIDDERS**