

SECTION 00100

INSTRUCTIONS TO BIDDERS

PART 1 - GENERAL

1.1 DEFINITIONS:

A. Bidding Documents: The Invitation to Bid, Instructions to Bidders, Bid Form, and Contract Documents as described in Article 1 of the Owner's STANDARD FORM OF FIXED PRICE CONSTRUCTION CONTRACT (the "Contract").

B. Addenda: Written or graphic documents issued by Architect prior to execution of the Contract which modify or clarify Bidding Documents. Addenda will become part of the Contract Documents when the Contract is executed.

C. Bid: Complete and properly signed bid to perform the Work described by Bidding Documents for sum stipulated therein. In order to be complete, Bid shall be accompanied by additional data required to be submitted with Bid.

D. Base Bid: Sum stated in Bid Form for which Bidder proposes to complete the Work described, without consideration for Work proposed to be added or deleted by Alternates.

E. Alternates: Amount stated in Bid Form to be added to or deducted from Base Bid amount, brought about by a change in scope of the Work. Alternates are described in Alternates Section of specifications.

F. Bidder: One who submits a Bid for prime contract with Owner for the Work described in the Bidding Documents.

G. Sub-bidder: One who submits a sub-bid for a portion of the Work to a Bidder.

H. Definitions established in the Contract.

1.2 BIDDING DOCUMENTS:

A. Bidding Documents may be examined at the sources indicated in the Invitation to Bid. Documents may be obtained by Bidders or Sub-

Bidders from the source indicated in the Invitation to Bid upon deposit of the stipulated sum.

B. Deposits for one set of Bidding Documents, less mailing cost, if any, will be refunded to Bidders submitting a bona fide Bid upon return of Documents in good condition within ten (10) days after the date of receipt of Bids. Deposit of successful Bidder will not be returned. Cost of reproduction of Bidding Documents and mailing costs will not be returned to Bidders who do not submit a bona fide Bid.

C. Refunds for all other Bidding Documents to Sub-bidders and additional sets to Bidders will be made less actual costs of reproduction and mailing, upon return of Bidding Documents in good condition within the (10) days after date of receipt of Bids.

D. Bidding Documents are the property of the Owner and shall remain the property of the Owner. Bidding Documents are not to be used on other projects without expressed written consent of the Owner and, in the case of plans and specifications, the Architect. All Bidding Documents must be returned to the Architect's office within the period previously stated.

E. Costs of replacement of missing or damaged documents will be deducted from deposit refund.

F. Complete sets of Bidding Documents shall be used in preparing Bids. Owner and Architect assume no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

G. Owner and Architect, in making copies of Bidding Documents available on above terms, do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for other use.

1.3 INTERPRETATIONS OF BIDDING DOCUMENTS:

A. Bidders shall promptly notify Architect of ambiguity, inconsistency, or error which they may discover upon examination of the Bidding Documents or of the site and local conditions.

B. Bidders requiring clarification or interpretation of Bidding Documents shall make a written request to Architect, and be received by the Architect at least ten (10) days prior to date for receipt of Bids.

C. Interpretations, corrections, or changes to the Bidding Documents will be made by Addendum. Interpretations, corrections, or change of

Bidding Documents made in any other manner will not be binding and Bidders shall not rely upon such interpretations, corrections, or changes.

1.4 PRIOR APPROVALS:

A. If it is desired to use products different from those indicated in the Contract Documents, the party requesting the approval shall make written application as described herein. The burden of proving equality of proposed product rests on the party making the request for approval.

1. Requests for approval shall reach the Architect not less than ten (10) days prior to the date set for opening of Bids. Requests received by Architect after this date will not be considered. Facsimiles requesting prior approvals will not be accepted at any time.

2. Requests for approval shall be accompanied by such technical data as the party making the request desires to submit. Architect will consider reports from independent testing laboratories, verified experience records from previous users, and other printed or written information valid in the appropriate circumstances.

3. Requests for approval shall indicate in what respects proposed materials or products differ from those specified.

4. Requests for approval shall be accompanied by the manufacturer's printed recommendations describing the installation, use and care, as applicable, of proposed products.

5. Determination as to acceptability of proposed products will be made based only upon data submitted.

B. If a proposed product is approved by the Architect, an addendum will be issued to prospective bidders not less than seven (7) days prior to the date set for opening of bids. Unless requests are received and approved as described above, the successful bidder shall be responsible for furnishing materials and products in accord with the Contract Documents, except as provided in Products and Substitutions.

1.5 ADDENDA:

A. Addenda, when required, shall be issued to all recorded holders of Bidding Documents.

B. Addenda will not be issued later than seven (7) days prior to date of receipt of Bids, except an addendum, if necessary, postponing the date of receipt of Bids or withdrawing request for Bids or to include information which, in the opinion of the Owner or the Architect, will help to insure fairness and equality in the bidding procedure.

C. Each Bidder shall ascertain, prior to submitting Bid or Sub-bid, that all issued Addenda have been received. Bidders shall acknowledge their receipt on Proposal Form.

1.6 BIDDING PROCEDURES:

A. Form:

1. Bids shall be submitted in duplicate on forms provided by the Owner.
2. All blanks on the Bid Form shall be filled in by typewriter or manually in ink.
3. Dollar amounts shall be expressed in both words and figures and, in case of discrepancy between the two, written amount shall govern.
4. Interlineation, alteration, or erasure shall be initialed by signer of Bid.
5. Bidders may bid any combination of the separate and combined bid amounts.
6. All requested Alternates shall be bid.
7. Each copy of Bid shall include legal name of Bidder and a statement whether Bidder is a sole proprietor, a partnership, a corporation or other legal entity, and shall be signed by the person or persons legally authorized to bind Bidder to a contract. A Bid by a corporation shall further give state of incorporation and have a corporate seal affixed. A Bid submitted by an agent shall have a current Power of Attorney attached certifying agent's authority to bind Bidder.

B. Bid Security:

1. Each Bid shall be accompanied by bid security in the Owner's required form and amount pledging that the Bidder will enter into a contract with the Owner on terms stated in its Bid and will furnish Performance and Payment Bonds as described hereinafter. Should the Bidder refuse to enter into such contract or fail to furnish bonds, if required, the amount of bid security shall be forfeited to the Owner not as a penalty, but as liquidated damages.
2. All bonds shall be written in on the form of the Owner, and Attorney-in-fact who executes bond on behalf of surety shall attach to bond a certified and current copy of its Power of Attorney. No other form of bid security will be acceptable. Bonds will not be accepted by facsimile.
3. Owner will have the right to retain bid security of Bidders until either:
 - a. Contract has been executed and bonds, if required, have been furnished or

- b. Specified time has elapsed so that Bids may be withdrawn, or
- c. All Bids have been rejected.

C. Submission of Bids:

- 1. Copies of Bid, Bid Security, and other documents required to be submitted with Bid shall be enclosed in a sealed opaque envelope. Envelope shall be addressed to party receiving Bids and shall be identified with project name, Bidder's name and address. If Bid is sent by mail, sealed envelope shall be enclosed in separate mailing envelope with notation "BID ENCLOSED" and project name on face thereof.
- 2. Bids shall be deposited at designated location prior to time and date for receipt of Bids. Bids received after time and date for receipt of Bids will be returned unopened.
- 3. Bidder shall assume full responsibility for timely delivery at location designated for receipt of Bids.
- 4. Oral, telephonic, or telegraphic Bids are invalid and will not receive consideration.

D. Modification or Withdrawal of Bid:

- 1. Except as provided in O.C.G.A. Sections 36-91-52 and 36-91-53, Bid may not be modified, withdrawn, or canceled by Bidder during stipulated time period following time and date designated for receipt of Bids and Bidder so agrees in submitting its Bid.

1.7

CONSIDERATION OF BIDS:

- A. Opening of Bids: Properly identified Bids received on time will be publicly opened and read aloud. An abstract of amounts of Base Bids and Alternates will be made available to Bidders.
- B. Rejection of Bids: Owner shall have the right to reject any and all Bids and, in particular, to reject a late Bid, a Bid not accompanied by the required Bid Bond or other data required by the Bidding Documents, or a Bid in any way incomplete or irregular. No other form of Bid Security, including Certified Checks, cash, etc. will be accepted in lieu of a Bid Bond.
- C. Acceptance of Bid:
 - 1. Owner shall have the right to waive any technicalities and informalities.
 - 2. It is the intent of Owner to award the Contract to lowest responsive and responsible Bidder provided Bid has been

submitted in accord with the requirements of Bidding Documents, is judged to be reasonable, and does not exceed funds available.

3. The low responsive and responsible Bidder will be determined by considering the Base Bid plus or minus any alternates. Deductive alternates or additive alternates will be taken in the respective order listed on the Bid Form unless one Bidder is low regardless of any combination of the alternates. Deductive alternates are for the purpose of ensuring the project can be contracted within the budget and additive alternates are for the purpose of considering possible enhancements to the project; as such, additive and deductive alternates will not be mixed in determining the low responsive and responsible Bidder.

END OF SECTION