

## **INSTRUCTIONS TO BIDDERS**

### ARTICLE 1 – DEFINED TERMS

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- 1.01 Terms used in these instructions to Bidders will have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof:
- A. Bidder – The individual or entity who submits a Bid directly to OWNER.
  - B. Issuing Office – The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered. The Issuing Office is the office of the OWNER.
  - C. Successful Bidder – The lowest responsible Bidder submitting a responsive Bid to whom OWNER (on the basis of OWNER’s evaluation as hereinafter provided) makes an award.

### ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

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- 2.01 Complete sets of the Bidding Documents in the number and for the non-refundable fee, if any, stated in the Advertisement of Invitation to Bid may be obtained from the Issuing Office.
- 2.02 Complete sets of Bidding Documents must be used in preparing Bids; The OWNER assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 OWNER in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

### ARTICLE 3 – QUALIFICATIONS OF BIDDERS

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- 3.01 If requested by OWNER, Bidder shall also submit, in writing, information on present commitments and experience. Regarding experience, submit listing of at least five (5) similar projects constructed by Bidder in the last five (5) years. The list should include a project name, project OWNER, and project OWNER’s contact.

### ARTICLE 4 – EXAMINATION OF BIDDING DOCUMENTS AND OTHER RELATED DATA

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- 4.01 It is the responsibility of each Bidder before submitting a Bid to:
- A. Examine and carefully study the Bidding Documents, including any Addenda and other related data identified in the Bidding Documents.
  - B. Become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, or performance of the work.
  - C. Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the work.

## ARTICLE 5 – PRE-BID CONFERENCE

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5.01 Not required for this project.

## ARTICLE 6 – SITE AND OTHER AREA CONDITIONS

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6.01 Not required for this project.

## ARTICLE 7 – INTERPRETATIONS AND ADDENDA

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- 7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to OWNER in writing. Interpretations or clarifications considered necessary by OWNER in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by OWNER as having received the Bidding Documents. Questions received less than three days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by OWNER.

## ARTICLE 8 – BID SECURITY

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- 8.01 A Bid must be accompanied by Bid security made payable to OWNER in an amount for not less than 5% of the total bid and in the form of a Bid Bond issued by a surety acceptable to the OWNER.
- 8.02 Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after 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 other Bidders whom OWNER believes to have a reasonable chance of receiving the award may be retained by OWNER until the earlier of seven days after the Effective Date of the Agreement or 30 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.
- 8.03 Bid security of other Bidders whom OWNER believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

## ARTICLE 9 – CONTRACT TIMES

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9.01 The contract time is set forth in the Supplementary Conditions

## ARTICLE 10 – LIQUIDATED DAMAGES

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10.01 Not applicable for this project.

## ARTICLE 11 – SUBSTITUTE AND “OR-EQUAL” ITEMS

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11.01 Not applicable for this project.

#### ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS AND OTHERS

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12.01 CONTRACTOR shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom CONTRACTOR has reasonable objection.

12.02 No more than 25 percent of the dollar amount of the Contract may be awarded to subcontractors.

#### ARTICLE 13 – PREPARATION OF BID

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13.01 The Bid form is included with the Bidding Documents. Additional copies may be obtained from The OWNER.

13.02 All blanks on the Bid form shall be completed by printing in ink or by typewriter and the Bid signed. A Bid price shall be indicated for each section, Bid item, alternative, adjustment unit price item, and unit price item listed therein, or the words, “No Bid,” “No Change,” or “Not Applicable” entered.

13.03 Offeror must include reasonable labor rates for all classifications as provided on the bid form, or the bid may be considered non-responsive.

13.04 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by a evidence of authority to sign. The official address of the partnership shall be shown below the signature.

13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.

13.06 A Bid by an individual shall show the Bidder’s name and official address.

13.07 A bid by a joint venture shall be executed by each joint venture partner in the manner indicated on the Bid Form. The official address of the joint venture must be shown below the signature.

13.08 All names shall be typed or printed in ink below the signatures.

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

13.10 The address and telephone number for communications regarding the Bid shall be shown.

#### ARTICLE 14 – BASIS OF BID; EVALUATION OF BIDS

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- 14.01 The evaluation of bids will be based on the method as outlined in the Request for Proposal.
- 14.02 Unit Price: Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid schedule.
- 14.03 The Bid price shall include such amounts as outlined in the Bid Form.

#### ARTICLE 15 – SUBMITTAL OF BID

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- 15.01 Each prospective Bidder is furnished one copy of the Bidding Documents including the Bid form, and, if required, the Bid Bond. The bound copy of the Bidding Documents including the Bid form is to be completed and submitted with the Bid security and the following data:

The CONTRACTOR's Name, CONTRACTOR's license number, CONTRACTOR's license expiration date shall be clearly identified on the outside of the envelope that contains the Bid Form and Bid Security.

- 15.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to Bid and shall be enclosed in an opaque sealed envelope plainly marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to Goodlettsville City Hall, 105 South Main Street, Goodlettsville, Tennessee 37072.

#### ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

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- 16.01 A bid may be modified or withdrawn 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 prior to the date and time for opening of Bids.
- 16.02 If within 24 hours after bids are opened any Bidder files a duly signed written notice with OWNER and promptly thereafter demonstrates to the reasonable satisfaction of OWNER that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

#### ARTICLE 17 – OPENING OF BIDS

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- 17.01 Bids will be opened at the time and place indicated in the advertisement of invitation to Bid and, unless obviously non-responsive, read aloud publicly. Any bid received after the date and time specified for the opening of Bids will not be considered. An abstract of the amounts of the Bids will be made available to Bidders after the opening of Bids.

#### ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

All bids will remain subject to acceptance for the period of time stated in the Bid form, but OWNER may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

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## ARTICLE 19 – AWARD OF CONTRACT

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- 19.01 OWNER reserves the right to reject any or all Bids, including without limitation, nonconforming, non-responsive, unbalanced, or conditional Bids. OWNER further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsive. OWNER may also reject the Bid of any Bidder if OWNER believes that it would not be in the best interest of the Project to make an award to that Bidder. OWNER also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder. More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- 19.02 In evaluating Bids, OWNER will consider whether or not the Bids comply with the prescribed requirements as may be requested in the Bid Form, the Request for Proposal or prior to the Notice of Award.
- 19.03 In evaluating Bids, OWNER will consider the qualifications of Bidders.
- 19.04 OWNER may conduct such investigations as OWNER deems necessary to establish the responsibility, qualifications, and financial ability of Bidders.
- 19.05 If the Contract is to be awarded, OWNER will award the Contract to the Bidder whose Bid is in the best interest of the Project.

## ARTICLE 20 – CONTRACT SECURITY AND INSURANCE

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- 20.01 Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth OWNER's requirements as to performance and payment Bonds and Insurance. When the Successful Bidder delivers the executed Agreement to OWNER, it must be accompanied by such Bonds.

## ARTICLE 21 – SIGNING OF AGREEMENT

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- 21.01 When OWNER gives a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement with the other Contract Documents which are identified in the Agreement as attached thereto., Within 15 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to OWNER. Within ten days thereafter, OWNER shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

## ARTICLE 22 – SALES AND USE TAXES

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- 22.01 OWNER is exempt from state sales and use taxes on materials and equipment to be incorporated in the Work.