

SECTION 00100 - INSTRUCTION TO BIDDERS

1. BIDDING GUIDELINES

The submission of a Bid shall be deemed the Bidder's tacit acknowledgment and considered conclusive evidence that:

1. Each Bidder is responsible for reviewing and taking into consideration all Bid Documents, local regulations, and any other reasonably known items that may affect the cost to perform the work.
2. The Bidder has attended the Mandatory Pre-Bid Meeting.
3. The Bidder has visited the site and is familiar with all conditions, including the nature amount and location of the work, the general and local conditions, labor relations and all other matters which might in any way affect or have a bearing on the work or its costs.
4. The Bidder has taken into consideration expected weather conditions, and the incorporation of contingencies in its bid to cover the normal delays associated with a project of the type for which the bid is being submitted.
5. The Bidder assumes ultimate responsibility for ensuring that they have obtained all bid documents and are complete.

Compensation will not be awarded to contractors who have incurred costs for above-mentioned items.

Each Bidder may arrange specific times when visiting the property by contacting:

Mark Eaton, Director of Facilities
East Central College
(636) 368-1924

If a prospective Bidder discovers discrepancies, errors or omissions in the Bid Documents or is in doubt as to the true meaning of any part of the Contract Documents, Specifications or Drawings, the Bidder should submit questions in writing to the Architect for an interpretation.

Questions regarding the documents or bidding procedures or requests for interpretations, corrections or changes should be directed to the Architect, attention:

Mr. Jim Shearer
The Lawrence Group Architects of St Louis Inc.
319 N 4th St.
St. Louis, MO 63102
314 231 5700
jimshearer@thelawrencegroup.com

Subject Line: **EAST CENTRAL COLLEGE BID INQUIRY – REQUEST FOR CLARIFICATION**
QUESTIONS SUBMITTED VIA FACSIMILE WILL NOT BE ACCEPTED

No questions or requests are to be made to Owner. All requests and questions will be accepted until (4) business days before the opening of bids. After that time no requests for clarifications or questions will be accepted.

Interpretations, corrections or changes to the Bid Documents made in any manner, other than a written Addenda issued by the Architect, shall not be binding and Bidders shall not rely upon such interpretations, corrections or changes.

2. BIDDING INSTRUCTIONS

SEE SECTION 00300 FOR PROPOSAL FORM.

Each bid must show the full legal name and business address of the Bidder, including its street address if it differs from the mailing address.

Each bid must be signed by an individual authorized to bind the Bidder and if submitted by a partnership or joint venture a list showing the full names and addresses of all partners or joint ventures must be provided.

The Bidder shall submit the Bid Proposal in an opaque, sealed envelope bearing the name of the Bidder and the corresponding Project Name addressed to:

**Junior College District of East Central Missouri
East Central College
ATTN: Melissa Popp
Purchasing Manager
1964 Prairie Dell Road
Union, Missouri 63084**

HANSEN HALL – LEVEL 300/400 RENOVATIONS

Any bid received after the due date/time stated in the Instruction to Bidders will be rejected.

Bidders must submit lump sum bid proposals for all Bid Categories as identified in the Notice to Bidders and the Statement of the Contract work.

All bids must be submitted in strict conformity with the documents contained in or referred to in the Bid Documents.

Bids shall be firm for acceptance for ninety (90) days from the due date of this Notice to Bidders. Failure to provide the minimum quotation validity period may result in the Bidder's proposal being considered non-responsive.

Bid Package should contain the following items. Failure to submit all required items will result in a rejected bid.

1. Bid Form
2. Bid Security

3. List of Subcontractors
4. Proof of Insurance
5. Federal Work Authorization Program ("E-Verify") Addendum
6. Federal Work Authorization Program Affidavit

3. BIDDING INDEMNIFICATION

By submitting a Bid, each Bidder agrees to waive any claim it has or may have against the Owner, the Architect/Engineer, and Project Designer and their respective employees, arising out of or in connection with the administration, evaluation or recommendation of any Bid.

4. BID EXPENSE

Any expense or costs incurred by the Bidder in the preparation of and response to the Bid Documents will be at the sole cost and expense of the Bidder.

5. PROJECT LABOR AGREEMENT

A project labor agreement does not exist for this project.

6. STATUTORY REQUIREMENTS

Bidder's attention is directed to the fact that all applicable Federal and State laws, Municipal Ordinances, Codes and the Rules and Regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though written therein in full.

7. INTERPRETATIONS

No interpretation of meaning of Bid Documents will be made except by Addendum issued by the Architect/Engineer. Should a bidder find discrepancies or ambiguities in, or omissions from the Bidding Documents, or should he be in doubt as to their meaning, he shall immediately notify the Architect in writing. All Addenda will be mailed or delivered to each bidder of record. No Addenda will be issued later than three (3) calendar days prior to Bid Opening.

8. TAXES

The Owner is exempt from Missouri State and local sales tax. A Missouri State sales tax exemption certificate will be issued to the contractor for the purchase of materials on this project. State and local sales taxes shall not be included in the contractor's bid.

9. BIDS

Each bid must be submitted on prescribed unaltered Bid Form furnished in this specification. All blank spaces for bid prices, including Alternate Bids shall be filled in, in ink or typewritten. Proposals submitted shall remain in force not more than 30 days from date of opening bids. Bids shall not contain any qualifications or recapitulations of the work to be done. Oral, telegraphic, telephonic proposals, or modifications will not be permitted. Proposals must be signed in ink. Any erasures or corrections on

forms must be initialed by signee. Prices must be expressed in words and figures with the written price, in case of a discrepancy, constituting the proposal price.

10. PERFORMANCE AND LABOR AND MATERIAL PAYMENT BOND

The Owner will require the successful contractors to furnish and pay for Performance and Labor and Material Payment Bonds; said bonds shall be executed by a surety company acceptable to the Owner. The Performance and Labor and Material Payments Bonds shall cover the faithful performance of 100% of the Contract and the payment of all obligations arising there under. Failure of the successful bidder to qualify for a Performance and Labor and Material Payment Bond will invalidate his proposal and forfeit his Bid Security to the Owner. Bonds shall be furnished prior to signing of the Contract. Bonds shall be written on AIA Documents, A312 for Payment Bond and Performance Bond.

11. WITHDRAWAL

A proposal cannot be withdrawn after it is filed, unless the Bidder makes his request in writing to the owner prior to the time set for opening of bids, or unless Owner fails to accept Bidders proposal within thirty (30) days after the date of opening the Bids.

12. METHOD OF AWARD

The Owner will not award contract solely on the basis of price. In awarding a Contract, the Owner may take into consideration skill, facilities, capacity, experience, ability, responsibility, previous work, bidders financial standing, amount of work being carried by bidders, quality and efficiency of construction equipment proposed to be furnished, period of time which proposed equipment is furnished and delivered, and necessity of prompt and efficient completion of work herein described. Inability of any bidder to meet requirements mentioned above may be cause for rejection of his bid. The Owner reserves the right to reject any or all bids, in whole or part, without compensation or obligation to the bidders and to waive any or all informalities or information or defect in any bids.

The Owner shall keep the following rights and considerations:

To reject any or all bids and, in particular, a bid not accompanied by all the bid information required by the Bid Documents or a bid in any way incomplete or irregular.

To waive any informality or irregularity in any Bid received.

To award all or any part of a bid as well as the right to let other contracts in connection with the work, including but not limited to, contracts for furnishing and installation of furniture, equipment, voice and data cabling, machines, appliances and other apparatus.

To award a Contract, based on the bids received, without any further discussion of such bids.

To enter into negotiations with any Bidder. To award individual contracts for the Contract work on the basis of each separate Base Bid Amount as itemized on the Bid Form; or to award a single contract to one Bidder on the basis of the combined Bid for all the Contract work.

13. BID ALTERNATES

To accept alternates in order and to determine the low Bidder on the basis of the sum of the Base Bid and the Alternates accepted. Acceptance of Alternates is at the sole discretion of the Owner. The Bidder is not to rely on acceptance of any Alternate Bids. Alternate prices may be used to determine low bidder.

14. UNIT PRICES

The Bidding Documents may include Unit Prices in the Bid Form applicable to a specific Bid Category (ies) which must be completed by the Bidder as part of its Bid. If the Unit Prices are not completed, the Bid will not be considered responsive and may be rejected by the Owner. Unit prices may be used to determine the low bidder. It is the intent that all Unit Prices shall completely cover all costs, expenses, overhead and profit for such work.

15. PRE-AWARD CONFERENCE

The Owner may contact a minimum of two of the lowest bidding contractors for a pre-award interview, scheduled the second day after bids are received. The invited contractors should be prepared to provide the following information:

The information provided is for the interview process only and will not be considered final.

1. Preliminary schedule of values.
2. Proposed subcontractor list.
3. Preliminary construction schedule.
4. Qualifications of proposed project manager and superintendent.
5. Qualifications regarding sustainable certification construction requirements.

The following personnel will attend the pre-award conference:

1. Owner
2. Architect
3. Contractor: Project manager / Estimator or persons intimately familiar with the contractors bid proposal, overall construction plan and those persons who will be responsible for managing the project during construction.

END OF SECTION 00100