

INSTRUCTIONS TO BIDDERS

For a Proposal to be considered, it must be in accordance with the following instructions:

1. PROPOSALS

Proposals must be made on the Bid Proposal Forms provided herein, and all blank spaces for Bids, Alternates and Unit Prices, applicable to bidder's work, shall be properly filled in. When requested Alternates are not Bid, the Proposal may be considered non-responsive. The Bidders agree that Bids submitted on the specified Bid Proposal Forms, which are detached from specifications, will be considered and will have the same force and effect as if attached thereto. Numbers shall be stated both in writing and in figures for the Base Bids and Alternates.

Any modification to the Bid Proposal Forms (including Alternates and/or Unit Prices) may disqualify the Bid and may cause the Bid to be rejected.

The Contractor shall fill in the Bid Proposal Forms as follows:

- A. If the documents are executed by a sole Owner, that fact shall be evidenced by the word "Owner" appearing after the name of the person.
- B. If the documents are executed by a Partnership, that fact shall be evidenced by the word "Co-Partner" appearing after the name of the partner executing them.
- C. If the documents are executed on the part of a Corporation, they shall be executed by either the President or the Vice-President and attested by the Secretary or Assistant Secretary. In either case the title of the office of such person shall appear after their signatures. The seal of the Corporation shall be impressed on each signature page of the documents.
- D. If the Proposal is made by a Joint Venture, it shall be executed by each member of the Joint Venture in the above form for sole Owner, Partnership, or Corporation, whichever form is applicable.
- E. All signatures shall be properly witnessed or attested as applicable.
- F. Each proposal shall be addressed as indicated in the Advertisement for Bids and shall be delivered, enclosed in an opaque sealed envelope, marked "Proposal" and bearing the name of Project, name and address of the Bidder, the Bidder's license number and, if applicable, the designated portion of the Work for which Bid is submitted.
- G. It shall be the specific responsibility of the Bidder to deliver the Bid to the proper official at the appointed place and prior to the announced time for the opening of Bids. Later delivery of a Bid for any reason, including delivery by the United States Mail, shall disqualify the Bid.

- H. Modifications of previously deposited Bids or requests for withdrawal will be acceptable only if delivered in person or in writing to the place of the Bid opening prior to the time for opening Bids.
- I. Unit Prices quoted in the Proposal shall include overhead and profit and shall be the full compensation for the Contractor's cost involved in the work.
- J. All Bidders shall submit, attached to the bid, evidence of compliance with the Owners Minority Business Enterprise Program as outlined in Section [Enter the Section # of the Wake County Minority Business Enterprise Resolution here], Minority Business Enterprise Documents, of the Project Manual.

2. REQUIREMENTS FOR DOCUMENTING MINORITY BUSINESS PARTICIPATION

- A. Documentation to be submitted with each bid proposal
 - 1. All Bidders must provide, with the bid, Wake County Form MBE –1 (2002), Identity of Minority Business Participation, which identifies the minority businesses that will be used on the project, with the total dollar value of the work that will be performed by the listed minority businesses. Wake County Form MBE –1 (2002), Identity of Minority Business Participation, is a part of the bid form.
 - 2. All Bidders must provide, with the bid, one of the following:
 - a. Wake County Form MBE –2 (2002) – a listing of the good faith efforts made to solicit minority participation in the bid effort. A bidder must earn a minimum of 50 points from the good faith efforts listed for their bid to be considered responsive or;
 - b. Wake County Form MBE –3 (2002) – This form is to be submitted only by bidders certifying that all the work on the project will be performed 100% by their own workforce.

All bidders must submit with their bid the applicable forms; failure to submit the required forms may be grounds for rejection of the bid.

- B. Documentation to be submitted by the apparent low bidder after notification by the Owner

After the bid opening the Owner will consider all bid proposals and then determine and contact the apparent lowest responsible, responsive bidder. Within 72 hours of receipt of notification of being the apparent lowest responsible, responsive Bidder the Bidder shall submit the following:

 - 1. If the Bidder's minority business participation meets or exceeds the established goal of 10%, the Bidder must submit Wake County Form MBE–4 (2002). This form is to

include a description of the portion of work to be executed by minority business, expressed as a percentage of the total contract price.

2. If the Bidder's minority business participation is less than the established goal of 10%, the Bidder must submit Wake County Form MBE – 5 (2002). This form is to document the Bidder's good faith efforts to meet the established goal. Documentation to be provided on this form shall be evidence of all good faith efforts made, including any advertisements, solicitations and other specific actions demonstrating recruitment and selection of minority business for participation in the contract.

C. Other documentation to be provided after contract award

1. Within 30 days after a contract is awarded, or sooner if required by the Contract Documents, the successful Bidder must provide, to the Owner, a list of all subcontractors to be used on the project. The list must identify the minority category of each minority subcontractor.
2. With the final request for payment the successful Bidder shall provide a complete listing of all minority businesses used on the project, along with the total dollar value of work performed by each minority business. This information must be provided on Wake County Form MBE- 6 (2002).

3. EXAMINATION OF CONDITIONS

It is understood and mutually agreed that by submitting a Bid the Contractor acknowledges his careful examination of the Bidding Documents pertaining to the work, the location, accessibility and general character of the site of the work and all existing buildings and structures within and adjacent to the site; and has satisfied himself as to the nature of the work, the condition of existing buildings and structures, the conformation of the ground, the character, quality and quantity of the materials to be encountered; the character of the equipment, machinery, plant and any other facilities needed preliminary to and during prosecution of the work; the general and local conditions; the construction hazards; and all other matters, including but not limited to, the labor situation which can in any way affect the work under the Contract; and including all safety measures required by the latest edition of the Occupational Safety Health Act and all rules and regulations issued pursuant thereto. It is further mutually agreed that by submitting a Proposal, the Contractor acknowledges that he has satisfied himself as to the feasibility and meaning of the plans, drawings, specifications, and other Contract Documents for the construction of the work and that he accepts all the terms, conditions and stipulations contained therein; and that he is prepared to work in cooperation with the Owner and all other Contractors performing work on the site.

Reference is made to the Contract Documents for the identification of those surveys and investigative reports of subsurface or latent physical conditions at the site or otherwise affecting performance of the work which have been relied upon by the Licensed Professional who prepared the documents. Copies of all such surveys and reports are available to the Bidders, upon request. All Bidders are responsible for reviewing these documents prior to submission of their Bid Proposal.

Each Bidder may, at his own expense, make such additional surveys and investigations, as he may deem necessary to determine his Bid price for the performance of the work. Any on-site investigation

shall be done at the convenience of the Owner. The Owner will honor any reasonable request for access to the site.

4. SUBSTITUTIONS

Material substitutions will be considered during the bidding phase until seven (7) days prior to the receipt of bids. No substitutions will be considered after seven (7) days prior to the receipt of Bids.

For proposed material substitutions submit the following information to the Licensed Professional who prepared the bidding documents:

- Name of manufacturer
- Address of manufacturer
- Phone number of manufacturer
- Trade name
- Model or catalogue designation
- Manufacturer's data including:
 - Performance and test data
 - Reference standards
- Detailed comparison with specified product including:
 - Performance
 - Test results
 - Warranties
 - Gauge, thickness or strength or material
 - Finish
 - Other pertinent data
- Other information requested by the Licensed Professional who prepared the bidding documents

Submittals relating to substitutions, which are not fully complete by seven (7) days prior to the receipt of bids, will not be reviewed.

If the Licensed Professional who prepared the bidding documents accepts a material substitution, Contractors will be notified by Addendum.

5. ADDENDA

Any Addenda to bidding documents issued during the time of bidding will be sent to each Bidder, and are to be considered covered in the Bid Proposal. It is the Contractor's responsibility to ascertain prior to Bid time, which Addenda have been issued and confirm that his Bid Proposal includes any changes covered by the Addenda.

Should the Bidder find discrepancies in, or omissions from, the drawings or documents or should he be in doubt as to their meaning, he shall at once notify the Licensed Professional who prepared said drawings or documents. Neither the Owner nor the Licensed Professional who prepared the bidding documents will be responsible for any oral instructions.

The Bidder on his Bid Proposal shall acknowledge all Addenda. Failure to do so may disqualify the Bid and may cause the Bid to be rejected.

6. BID SECURITY

Each Proposal shall be accompanied by a cash deposit, or a certified check drawn on some bank or trust company insured by the Federal Deposit Insurance Corporation, or a Bid Bond in an amount equal to not less than five percent (5%) of the Proposal. Said deposit to be retained by the Owner (referred to as Oblige on the Bond Form) as liquidated damages in event of failure of the successful Bidder to execute the Contract within ten (10) days after the award or to give satisfactory Surety as required by law.

The Bid Bond shall be conditioned that the surety will, upon demand, forthwith make payment to the Owner (referred to as Oblige on the Bond Form) upon the said bond if the Bidder fails to execute the contract.

7. RECEIPT OF BIDS

Bids and Bid Security shall be received in strict accordance with requirements of the North Carolina General Statutes. Prior to opening of any Bids on the Project, the Bidder will be permitted to change or withdraw his Bid as allowed by Item 1-H of these Instructions.

All copies of the Bid, the Bid security, if any, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and should be identified with the Project name, time and date of Bid Opening, the Bidder's name and address, Bidder's license number and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

8. OPENING OF BIDS

Upon opening, all Bids shall be read aloud. Once any Bid is opened, the Owner may return no Bids to any Bidder.

After Bids are opened, a Bidder may request that his Bid be withdrawn without forfeiting his Bid deposit in certain limited circumstances. Withdrawal after opening is permitted only if all of the following conditions specified in North Carolina General Statutes §143-129.1 are met:

- A. The Bid was submitted in good faith.
- B. The price Bid "was based upon a mistake, which constituted a substantial error".
- C. Credible evidence is submitted showing that the error (1) was clerical in nature, as opposed to a judgment error; and (2) was actually due to an unintentional and substantial arithmetic error or an unintentional omission of a substantial quantity of work, labor, material or services made directly in the compilation of the Bid.
- D. The error can be clearly shown by objective evidence drawn from inspection of the original work papers, documents, or materials used in the preparation of the Bid.

- E. The request to withdraw (1) is made in writing to the public agency that invited the Proposals, and (2) is made prior to the award of the Contract, but not later than seventy-two (72) hours after the opening of Bids.

9. REJECTION OF BIDS

The Owner reserves the unqualified right to reject any and all Bids. Reasons for rejection may include, but shall not be limited to, the following:

- A. If the Form of Proposal furnished to the Bidder is not used or is altered.
- B. If the Bidder fails to insert a price for all Bid items, Alternates and Unit Prices requested.
- C. If the Bidder adds any provisions reserving the right to accept or reject any award.
- D. If there are unauthorized additions or conditional Bids, or irregularities of any kind which tend to make the Proposal incomplete, indefinite, or ambiguous as to its meaning.
- E. If the Bidder fails to complete the Proposal forms where information is requested so the Bid may be properly evaluated by the Owner.
- F. If the Unit Prices contained in the Bid Schedule are unacceptable to the Owner.
- G. If the Bidder fails to comply with other instructions stated herein.
- H. If the Bidder fails to provide all documentation confirming compliance with the Wake County Minority Business Enterprise Program.

10. BID EVALUATION

The award of the Contract will be made to the lowest responsible Bidder as soon as practical. Should the successful Bidder default and fail to execute a Contract, the Contract may be awarded to the next lowest and responsible Bidder.

Before awarding a Contract, the Owner may require the apparent low Bidder to qualify himself to be a responsible Bidder by furnishing any or all of the following data:

- A. The latest financial statement showing assets and liabilities of the company or other information satisfactory to the Owner.
- B. A listing of similar completed projects of similar size, with contact persons and telephone numbers.
- C. Permanent name and address of place of business.

- D. The number of regular employees of the organization and length of time the organization has been in business under present name and percentage of work typically performed by the contractor's firm.
 - (1) Qualifications of key employees assigned to this Project.
 - (2) References for key employees assigned to this Project.
- E. The name and home office address of the Surety proposed and the name and address of the responsible local claim agent.
- F. The names of members of the firm who hold appropriate trade licenses, together with license numbers.
- G. Complete list of all subcontractors and suppliers proposed.
- H. Any pending arbitration or mediation cases or lawsuits. This may include all arbitration, mediation and lawsuits settled or resolved within last ten (10) years.

Failure or refusal to furnish any of the above information if requested shall constitute a basis for disqualification of any Bidder.

In determining the lowest responsible Bidder, the Owner may consider the past performance of the Bidder on construction contracts for the County of Wake, Wake County Public School System, the State of North Carolina or other governmental agencies. Particular concern will be given to completion times, quality of work, cooperation with other Contractors, and cooperation with the Designer and Owner.

Should the Owner adjudge that the apparent low Bidder is not the lowest "responsible" Bidder by virtue of the above information, said apparent low Bidder will be so notified and his Bid Security shall be returned to him.

The Owner shall have the right to accept Alternates in any order or combination and to determine the low Bidder on the basis of the sum of the Base Bid and the Alternates accepted.

The Owner reserves the right to reject any and all Bids, to waive all technicalities and irregularities, and to make the award as considered to be in the best interest of the Owner.

11. PERFORMANCE BOND

The successful Bidder, upon award of Contract, shall furnish a Performance Bond in an amount equal to one hundred percent (100%) of the Contract price.

12. PAYMENT BOND

The successful Bidder, upon award of Contract, shall furnish a Payment Bond in an amount equal to one hundred percent (100%) of the Contract price.

13. PRE-BID CONFERENCE

Bidders are requested to attend a Pre-Bid Conference at the time and place stipulated in the Bidding Documents.

14. PROPOSALS TO BE BID (Adjust list to Project Requirements)

General Construction Work

Heating and Ventilation and Air Condition Work

Plumbing Work

Electrical Work

15. INFORMATION TO BIDDER

All questions concerning the plans and specifications should be directed to the Licensed Professional who prepared said documents.