

SECTION 00100 - INSTRUCTIONS TO BIDDERS

1.1 BIDDER'S REPRESENTATIONS

A. The Bidder, by making a Bid including completion of all certifications including the attached Bid Certification Form, represents that:

1. The Bidder has read and understands the Bidding Documents including the Capital Area Transportation Authority Construction Standard Terms and Conditions of Procurement and the Bid is made in accordance therewith.
2. The Bidder has visited the site, become familiar with local conditions under which the Work is to be performed, and has correlated the Bidder's personal observations with the requirements of the proposed Contract Documents. No claims for extra compensation shall be allowed due to failure of any Bidder to examine conditions, which exist neither at the building site nor for difficulties encountered in execution of work, which may have been avoided by such examination.
3. The Bid is based upon the materials, equipment and systems required by the Bidding Documents without exception.

1.2 TIME OF COMPLETION

- A. The Contractor agrees that by submitting a bid, he realizes he may need to work multiple shifts, weekends and holidays. All premium wages are included in his bid.
- B. Days are noted as calendar days. The Contractor has full access to the site Monday through Friday between the hours of 6:00 am and 11:00 pm.
- C. Substantial Completion for this project shall be no later than 90 days after receipt of Notice to Proceed.
- D. The Architect and the Owner will determine if the Contractor has met the deadlines for the various phases and if Penalty shall be awarded. The Architect and Owner's decisions on this are final.
- E. The specific date for the Penalty to start shall be one day following the date for project completion as shown on Page 00300-2 "Bid Form". Refer to Article 1.14, Liquidated Damages, Section 00820 "General Requirements" for specific information regarding liquidated damages.

2.1 BIDDING DOCUMENTS

- A. Bidders shall use complete sets of Bidding Documents in preparing Bids. Neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

- A. The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall at once report to the Architect, errors, inconsistencies or ambiguities discovered.
- B. Interpretations, corrections and changes of the Bidding Documents will be made by Addendum. Interpretations, corrections and changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon them.

2.3 ADDENDA

- A. Addenda will be mailed or delivered to all who are known by the issuing office to have received a complete set of Bidding Documents.
- B. Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.
- C. Each Bidder shall ascertain prior to submitting a Bid that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

3.1 FORM AND STYLE OF BIDS

- A. Bids shall be submitted on forms identical to the form included with the Bidding Documents. Refer to Section 00300.
- B. All blanks on the bid form shall be filled in by typewriter or manually in ink. Sums shall be expressed in both words and figures, and in case of discrepancy between the two, the amount written in words shall govern. Interlineations, alterations and erasures must be initialed by the signer of the Bid.
- C. All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change." Voluntary alternates will not be considered in determining contract awards.
- D. Where two or more Bids for designated portions of the Work have been requested, the Bidder may bid a combination, but must also bid one contract separately.
- F. Each copy of the Bid shall include the legal name of the Bidder and a statement that the Bidder is a sole proprietor, partnership, corporation or other legal entity. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.

3.2 SUBMISSION OF BIDS

- A. All copies of the Bid, the bid security, if any and 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 shall be identified with the Project name, the Bidder's name and address 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 – ITB #2012-203 CTC Controls Upgrades" on the face thereof.
- B. Bids shall be deposited at the designated location prior to the time and date for receipt of Bids. Bids received after the time and date for receipt of Bids will be returned unopened.
- C. The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.
- D. Oral, telephonic or telegraphic Bids are invalid and will not receive consideration.

3.3 MODIFICATION OR WITHDRAWAL OF BID

- A. A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting a Bid.
- B. Prior to the time and date designated for receipt of Bids, a Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder or by telegram; if by telegram, written confirmation over the signature of the Bidder shall be mailed and postmarked on or before the date and time set for receipt of Bids. A change shall be so worded as not to reveal the amount of the original Bid.
- C. Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.
- D. Bid security, if required, shall be in an amount sufficient for the Bid as modified or resubmitted.

4.1 REJECTION OF BIDS

- A. The Owner shall have the right to reject any or all Bids, reject a Bid not accompanied by a required bid security, or by satisfactory references, experience and qualifications that are in the Owner's judgment acceptable, or by other data required by the Bidding Documents, or reject a Bid, which is in any way incomplete or irregular.

4.2 ACCEPTANCE OF BID (AWARD)

- A. It is the intent of the Owner to award a Contract to the lowest responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Owner shall have the right to waive informalities or irregularities in a Bid received and to accept the Bid which, in the Owner's judgement, is in the Owner's own best interest.
- B. The Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the low Bidder based on the sum of the Base Bid and Alternates accepted.

5.1 SUBMITTALS

- A. The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.
- B. Prior to the award of the Contract, the Architect will notify the Bidder in writing if either the Owner or Architect (in the sole judgment of either), after due investigation, has objection to a person or entity proposed by the Bidder. If the Owner or Architect has objection to a proposed person or entity, the Bidder may, at the Bidder's option, (1) withdraw the Bid, or (2) submit a substitute person or entity acceptable to Owner and Architect with an adjustment in the Base Bid or Alternate Bid to cover the difference in cost, if any, occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.
- C. Persons and entities proposed by the Bidder, and to whom the owner and Architect have made no objection, must be used on the Work for which they were proposed and shall not be changed, except with the written consent of the Owner and Architect.

6.1 WAGE RATES

- A. Minimum wage rates have been established for this project pursuant to the Davis-Bacon Act.
- B. All bids submitted shall be based on the established minimum wage rates.
- C. List all occupational titles to be used on this job including respective hourly wage rates and/or if the services are being performed under a collective bargaining agreement. If so please provide the name(s) of the Union Local(s).

7.1 TAX EXEMPTION

- A. Materials supplied for this project are not exempt from State Sales Tax.

Bid Certification
For ITB #2012-203 - CTC Controls Upgrade
Capital Area Transportation Authority

Respondent, by and through its authorized officer or representative certifies that the following information is complete and accurate:

1. Respondent operates and has submitted its bid to the ITB as one or more of the following:

_____ Individual or Sole Proprietorship
_____ Partnership
_____ Joint Respondent or Joint Venture with _____
_____ Corporation
_____ Subsidiary of: _____
_____ Limited Liability Company

2. Respondent address and contact information:

Name: _____
Contact/Representative -
 Name: _____
 Title: _____
Street Address: _____
Mailing Address (if different): _____
Phone Number: _____
Fax Number: _____
Email Address: _____
Federal Employer Identification Number: _____

3. If the respondent's bid is submitted with one or more joint respondents, attached is an executed Proposal Certification page for each joint respondent.
4. Respondent has reviewed the above identified ITB, including all amendments and clarifications posted by Capital Area Transportation Authority (if any), and accepts the terms and conditions of such ITB, subject to any specific exceptions made in respondent's bid submitted herewith. Further, the undersigned representative is authorized to sign and submit this Bid Certification and the bid on behalf of the respondent.

Respondent: _____

By: _____ Dated: _____

Printed
Name: _____
Title: _____

END OF SECTION 00100