

## **SECTION 000100 - INSTRUCTIONS TO BIDDERS**

### ARTICLE 1 - SPECIAL NOTICE TO BIDDERS

These electronic specifications makeup a complete set of project bidding forms. The proposal form shall be executed and submitted in a sealed envelope provided by the Director of Facilities Management, Southeast Missouri State University, One University Plaza MS7700, Cape Girardeau, Missouri 63701.

### ARTICLE 2 - CONTRACT DOCUMENTS

- A. Specifications and drawings are available from the Owner and a nonrefundable fee may be required if specified in the "Invitation for Bid."
- B. The number of sets obtainable by any one (1) party may be limited in accordance with available supply (if applicable).
- C. Copies of drawings and specifications are on file at the office of Facilities Management, Southeast Missouri State University, Facilities Management Service Center, Second Floor, 610 Washington Ave, Cape Girardeau, Missouri 63701 for the convenience of sub-contractors and suppliers and may be seen and examined during regular business hours.

### ARTICLE 3 - BIDDERS' OBLIGATIONS

- A. Bidders must carefully examine the entire site of the work and shall make all reasonable and necessary investigations to inform themselves thoroughly as to the facilities available as well as to all the difficulties involved in the completion of all work in accordance with the specifications and the plans. Bidders are also required to examine all maps, plans, and data mentioned in the specifications. No plea of ignorance concerning observable existing conditions or difficulties that may be encountered in the execution of the work under this contract will be accepted as an excuse for any failure or omission on the part of the contractor to fulfill in every detail all of the requirements of the contract, nor accepted as a basis for any claims for extra compensation.
- B. Under no circumstances will a contractor give his plans and specifications to another contractor. Any proposal received from a contractor whose name does not appear on the list of bidders having made a request for the link to the electronic plans or a deposit for the plans and specifications will be subject to rejection.

### ARTICLE 4 - INTERPRETATIONS

No oral interpretations will be made to any bidder as to the meaning of the plans and specifications or the acceptability of alternate products, materials, form or type of construction. Every request for interpretation shall be made in writing and submitted with all supporting documents not less than seven (7) calendar days before opening of bids. The request shall be sent directly to the Consultant or the Owner when no Consultant is specified in the Supplementary Conditions. A copy of said request shall be mailed to the Director of Facilities Management Department, Southeast Missouri State University, One University Plaza, Cape Girardeau, Missouri 63701. Every interpretation made to a bidder will be in the form of an addendum and will be sent as promptly as is practicable to all persons to whom plans and specifications have been issued. All such addenda shall become part of the contract documents.

### ARTICLE 5 - PROPOSALS AND BIDDING PROCEDURE

- A. All proposals shall be submitted without modification or reservation on the proposal form with each space properly filled. Proposals not on this form will be rejected.

- B. All proposals shall be accompanied by a bid bond, executed by the bidder and a duly authorized surety company, certified check, cashier's check or bank draft in the amount of five percent (5%) of the bid made payable to Southeast Missouri State University. Failure of the contractor to submit the full amount required shall be sufficient cause to reject his bid. The bidder agrees that the proceeds of the check, draft, or bond shall become the property of the Owner, if for any reason the bidder withdraws his bid after closing or if on notification of award refuses or is unable to execute tendered contract, provide an acceptable payment and performance bond, provide evidence of required insurance coverage, and provide required copies of affirmative action plans as specified in the General Conditions. It is further agreed that, if a contract is not awarded within sixty (60) days after the opening of bids, a bidder may file a written notice with the Director for the withdrawal of his bid.
- C. The check, draft, or bond submitted by the successful bidder will be returned after the receipt of an acceptable payment and performance bond and execution of the formal contract. Checks, drafts, or bonds of all other bidders will be returned within a reasonable time after it is determined that the bid represented by same will receive no further consideration by the Owner.

#### ARTICLE 6 - SIGNING OF PROPOSALS

- A. Proposals from a partnership shall be signed in the firm name by at least one partner or in the firm name by Attorney-in-fact. If signed by Attorney-in-fact there shall be attached to the proposal a Power of Attorney evidencing authority to sign the proposal, dated and executed by all partners of the firm.
- B. Proposals from a corporation shall have the correct corporate name thereon and the signature of an authorized officer of the corporation manually written. Title of office held by the person signing for the corporation shall appear, along with typed name of said individual. Corporate license number shall be provided and, if a corporation organized in a state other than Missouri, a Certificate of Authority to do business in the State of Missouri shall be attached.

#### ARTICLE 7 - RECEIVING BIDS

- A. Proposals are to be presented in sealed envelopes (provided by Owner) which shall be plainly marked with project title, bid date, and bid time and delivered to the place specified in the Advertisement for Bids. Bidders shall be responsible for actual delivery of proposals during business hours, and it shall not be sufficient to show that a proposal was dispatched in time to be received before scheduled closing time for receipt of proposal.
- B. Bidders are cautioned to allow ample time for transmittal of bids by mail or otherwise. If bid is mailed, bidder should secure correct information relative to the probable time of arrival and distribution of mail at the place where bid is to be received, and make due allowance for possible delays.
- C. Bidder's attention is directed to the fact that no bid will be accepted or considered if delivered after the specified time for receiving bids.
- D. No telephonic, telegraphic, electronic mail, facsimile (FAX), or similar bid transmissions will be accepted or allowed.
- E. Bids received prior to the time of opening will be securely kept, unopened. The officer whose duty is to receive bids will decide when the specified time for opening bids has arrived, and no bid received thereafter will be considered. No responsibility will attach to any one for the premature opening of a bid not properly submitted.

- F. Proposals will be received separately or in combination as shown in and required by the Form of Proposal. Proposals shall be completed so as to include insertion of all amounts for alternate proposals, unit prices and cost accounting data, etc. Failure to complete all required information may be cause for rejection of bid.
- G. No Bidder shall stipulate in his proposal any conditions not contained in the specifications or standard proposal form contained in the contract documents.
- H. This project shall be bid without state sales and/or use tax included in the bid price. The Owner will provide a Missouri Project Exemption Certificate and a Missouri Tax Exemption Letter to the Contractor and all subcontractors who will be purchasing tangible personal property for use in this project.
- I. The completed forms shall be without interlineation, alteration, or erasure. If contractor desires, he may request additional copies of forms.
- J. 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 judgment, is in the Owner's own best interest.

#### ARTICLE 8 - MODIFICATION AND WITHDRAWAL OF BIDS

- A. Bidder may withdraw his proposal at any time prior to scheduled closing time for receipt of proposals, but no bidder may withdraw his proposal after the scheduled closing time for receipt of bids.
- B. Modifications or corrections of previously submitted proposals may only be submitted by letter. Modifications or corrections must be clearly marked with bid date, project name and number and received by the Owner prior to scheduled closing time for receipt of proposals in accordance with the following provisions:
  - 1. To maintain bid confidentiality and insure assignment to the proper proposal, any such written request must be contained in a sealed envelope, with Bidders name and address, which is plainly marked: Modification of proposal on (project title, project number and bid date).
  - 2. No requests for modifications or correction of previously submitted proposals will be accepted by facsimile (FAX) transmission.

#### ARTICLE 9 - STATEMENT OF BIDDER'S QUALIFICATIONS

Each bidder must submit as part of his bid proposal, a statement of bidder's qualifications which is a part of the proposal form. The Owner shall have the right to take such steps as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner such additional information and data for this purpose as he may request. The right is reserved to reject any bid where an investigation or consideration of the information submitted by such bidder does not satisfy the Owner that the bidder is qualified to carry out properly the terms of the contract document.

#### ARTICLE 10 - AWARD OF CONTRACT

- A. The Owner reserves the right to reject any and/or all bids and further to waive informalities or irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's own best interest.

- B. The Owner reserves the right to let other contracts in connection with the work, including but not by way of limitation, contracts for the furnishing and installation of furniture, equipment, machines, appliances and other apparatus.
- C. In awarding the contract the Owner may take into consideration the bidder's skill, facilities, capacity, experience, responsibility, previous work record, financial standing, and the necessity of prompt and efficient completion of work herein described. Inability of any bidder to meet the requirements mentioned above may be cause for rejection of his proposal. However, no contract will be awarded to any individual, partnership or corporation, who has had a contract with the State of Missouri, declared in default within the preceding twelve months.
- D. Award of alternates, if any, will be made in numerical order to result in the maximum amount of work being accepted within available construction funds unless all bids received are such that the order of acceptance of alternates does not affect the determination of the low bidder.

ARTICLE 11 - FORM OF CONTRACT, PERFORMANCE/PAYMENT BOND, AFFIDAVIT FOR AFFIRMATIVE ACTION AND FORM W-9

- A. The forms of the payment and performance bonds and affidavit for affirmative action to be executed as set forth in the standard forms included in the Project Manual and Specifications are on file with the Facilities Management Department, Southeast Missouri State University.
- B. The Owner will prepare and forward copies of the Contract Form to the bidders to whom the contracts for the work are awarded and such bidders shall return the properly executed prescribed copies of the contract, required bonds, evidence of required insurance, and required copies of affirmative action plans to the Owner in accordance with the Specifications.
- C. No proposal shall be considered binding upon the Owner until the written contract has been properly executed, a satisfactory bond has been furnished, evidence of required insurance coverage has been received and appropriate affirmative action plan submitted. Failure to execute and return the contract and associated documents within the prescribed period of time shall be treated, at the option of the Owner, as a breach of bidder's obligation and the Owner shall be under no further obligation to bidder.
- D. A completed Form W-9 is required from any contractor that receives payment from the University. The Internal Revenue Service requires the University to obtain correct Taxpayer Identification Number (TIN) and other related information in order to accurately determine if a contractor should receive a Form 1099 for tax reporting purposes.
- E. If the successful bidder is doing business in the State of Missouri under a fictitious name, he shall furnish to Owner, attached to the Proposal Form, a properly certified copy of the certificate of Registration of Fictitious Name from the State of Missouri, and such certificate shall remain on file with the Owner. No contract will be awarded by the Owner until such certificate is furnished by the bidder.
- F. Any successful bidder which is a corporation organized in a state other than Missouri shall furnish to the Owner a properly certified copy of its current Certificate of Authority to do business in the State of Missouri, such certificate to remain on file with the Owner. No contract will be awarded by the Owner unless such certificate is furnished by the bidder.

- G. Any successful bidder which is a corporation organized in the State of Missouri shall furnish at its own cost to the Owner, if requested, a Certificate of Good Standing issued by the Secretary of State, such certificate to remain on file with the Owner.

#### ARTICLE 12 - CONTRACT SECURITY

- A. The Contractor shall furnish a payment and performance bond in an amount at least equal to 100% of the contract price as security for the faithful performance of his contract and for the payment of all persons performing labor on the project and furnishing materials in connection therewith under his contract as set forth in the standard form of performance/payment bond. The Surety on such bond shall be a duly authorized surety company satisfactory to the Owner.
- B. The Contractor shall furnish at no cost to the Owner, if requested, a properly certified copy of the current Certificate of Authority to transact business in the State of Missouri of the surety company executing the required bond, such certificate to remain on file with the Owner.
- C. If at any time the Owner, for justifiable cause, shall be or become dissatisfied with any surety or sureties then upon the payment and performance bond, the Contractor shall within five (5) days after notice from the Owner, substitute an acceptable bond signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payments shall be due nor made until the new acceptable bond is furnished to the Owner.

#### ARTICLE 13 - TIME OF COMPLETION AND LIQUIDATED DAMAGES

- A. The time allotted for the Work begins on the date of the "Notice of Award". The entire work shall be completed by the time or date specified in the executed Contract Form.
- B. Liquidated damages are established in the Contract Form.

#### ARTICLE 14 - NUMBER OF CONSTRUCTION DOCUMENTS

- A. The Owner will furnish the Contractor a copy of the executed contract.
- B. The Owner will furnish the Contractor free of charge (if applicable) **four (4) complete sets of plans and specifications** for the work and all applicable subdivisions thereof. Additional sets may be obtained from the Owner at the cost of reproduction.
- C. The Owner will furnish the Contractor the appropriate number of copies of explanatory or change drawings required during construction.

#### ARTICLE 15 - LIST OF SUBCONTRACTORS

- A. Each bidder must submit as part of his bid proposal, a list of subcontractors to be used in performing the work. The list must specify the name and address of the single designated subcontractor, for each category of work listed in the Proposal Form. If work within a category will be performed by more than one subcontractor, the bidder must provide the name and address of each subcontractor and specify the exact portion of the work to be done by each. If acceptance/nonacceptance of alternates will affect the designation of a subcontractor, the bidder must provide that information for each affected category.
- B. Failure to list subcontractors for each category of work identified on the Proposal Form or the listing of more than one subcontractor for any category without designating the portion of work to be performed by each may result in rejection of the bid proposal. If the bidder

intends to perform any of the designated subcontract work with the use of his own employees, the proposal shall make the fact clear.

**ARTICLE 16 - WBE/MBE PARTICIPATION**

- A. The University encourages the participation of MBE/WBE subcontractors and employees on the job site.
- B. At the time the bidder submits his list of subcontractors he will indicate if any are MBE/WBE Contractors.
- C. All contractors/subcontractors will note on the payroll form, WH-347 Inst., employees who are members of any of the minority groups.

**ARTICLE 17 – COMMUNICATIONS AND NOTICES**

- A. Any notice to the bidder/contractor shall be deemed delivered when deposited in the United States mail, when the University provides the bidder/contractor an electronic link, posted to the University's website, transmitted by facsimile, transmitted by email, or hand-carried and presented to an authorized employee of the bidder/contractor.
- B. If the University chooses to issue an Invitation for Bid electronically, the language contained in the University's IFB documents, including any addendum, will govern.

END OF SECTION