

SECTION 00 21 00 - INSTRUCTIONS TO BIDDERS

(Revised: 31 October 2024)

1. INTENT OF INSTRUCTION:

Instructions to Bidders are included in the Contract Documents to amplify the invitation for Bids, which is abbreviated because of cost and space limitations, and to give other details which interested parties must or should know in order to prepare bids properly.

2. PREQUALIFICATION OF BIDDERS:

Bidders for work costing in excess of \$100,000.00 must be licensed under the terms of existing State laws. In case of a joint venture of two or more contractors, the amount of the bid shall be within the maximum bid limitation as set by the State Licensing Board for General Contractors of the combined limitations of the partners to the joint venture. Before award of any Contract, any Bidder may be required to file under oath with the Commission a complete Confidential Financial Statement, Equipment Questionnaire, and Experience Questionnaire on forms that will be furnished by the Contracting Officer with the request. If the applicant is a corporation organized in a state other than Alabama, it shall furnish a certificate from the Secretary of State showing that it is qualified to transact business in Alabama.

Copies of the Contract Documents may be obtained from the Contracting Officer, as stated in the Invitation For Bids.

3. EXAMINATION OF CONTRACT DOCUMENTS AND OF THE SITE OF THE WORK:

Before submitting a proposal for the work, the bidders shall carefully examine the Contract Documents, visit the site, and satisfy themselves as to the nature and location of the Work, and the general and local conditions, including weather, the general character of the site or building, the character and extent of existing work within or adjacent to the site, and any other work being performed thereon at the time of submission of their bids. They shall obtain full knowledge as to transportation, disposal, handling, and storage of materials, availability of water, electric power, and all other facilities in the area which will have a bearing on the performance of the Work for which they submit their proposals. The submission of a proposal shall be prima facie evidence that the bidder has made such examination and visit and has judged for and satisfied himself as to conditions to be encountered regarding the character, difficulties, quality and quantities of work to be performed and the material and equipment to be furnished, and as to the contract requirements and contingencies involved.

If, in the performance of the Contract, subsurface or latent conditions are found to be materially different from those indicated by the Drawings and Specifications, or unknown conditions of an unusual or impractical nature are disclosed differing materially from conditions usually inherent in work of the character shown and specified, the attention of the Engineer shall be called immediately to such conditions before they are disturbed. Upon such notice, or upon observation of conditions, the Engineer will promptly make such changes in the Drawings and/or Specifications as he finds necessary to conform to the different conditions, and any increase or decrease in the cost of the Work resulting from such changes will be adjusted as provided under CHANGES IN THE WORK or EXTRA WORK as set forth in the GENERAL CONDITIONS.

4. EXPLANATIONS AND INTERPRETATIONS:

Should any bidder observe any ambiguity, discrepancy, omission, or error in the Drawings and Specifications, or in any other Contract Document, or be in doubt as to the intention and meaning thereof, he should at once report such to the Engineer and request clarification, in writing, with a copy of his request to the Contracting Officer. Clarification will be made only by written addenda sent to all prospective bidders. Neither the Engineer, nor the Contracting Officer will be responsible in any manner for verbal answers regarding intent or meaning of the Contract Documents, or for any verbal instructions, by whomsoever made, prior to the award of the Contract.

Should conflict occur in or between Drawings and Specifications, a bidder will be deemed to have estimated on the more expensive way of doing the work involved unless he shall have asked for and

obtained the written decision of the Engineer before submission of his bid as to method, materials, or equipment which will be required.

5. CONTENTS OF PROPOSAL FORMS:

The Contracting Officer as stated in the advertisement, will furnish bidders blank bid forms for the work contemplated, indicating the lump sum bid items, alternate bid items, and unit price bid items.

6. LIQUIDATED DAMAGES:

Time is the essence of the Contract and the bidder's attention is called to that clause of the GENERAL CONDITIONS which requires the deduction of a stipulated time charge equal to six percent interest per annum on the total Contract Price for the work for the entire period that any part of the work remains uncompleted after the time specified in the Contract documents for completion of the work which will be deducted by the Contracting Officer from the final estimate and retained by the Owner out of the moneys otherwise due the Contractor in the final payment, not as a penalty but as liquidated damages sustained by the Owner.

7. PREPARATION OF BID:

The bid must be submitted on the bid form furnished by the Owner or Contracting Officer as stated in the Invitation for Bids.

The bid shall be properly signed by the bidder. If the bidder is an individual, his name and post office address must be shown; if a firm or partnership, the name and post office address of each member of the firm or partnership must be shown; if a corporation, the President, Vice-President, or Secretary shall sign and affix the corporate seal, or if the person signing the bid is an agent, the said agent must attach written authorization from the President, Vice-President or Secretary of the corporation, and the bid must show the name of the corporation, the name of the state under the laws of which the corporation is chartered and the names, titles, and business address of the officers.

8. BID GUARANTY:

No bid submitted will be considered unless accompanied by a certified check or bid bond made payable to the Owner in an amount not less than five percent (5%) of the Contractor's bid, but in no event more than ten thousand dollars (\$10,000.00), as a guaranty that the bidder will enter into a contract with the Owner for the Performance of the work and furnish contract bonds for the work if it be awarded to him.

9. DELIVERY OF BIDS:

Each Bid shall be placed, together with Bid Guaranty, in a sealed envelope on the outside of which is written in large letters "Bid" and so marked as to identify the Work bid on and the name of the Bidder. Bid may be delivered in person, or by mail if ample time is allowed for delivery. When sent by mail, preferable special delivery or registered, the sealed Bid marked as indicated above, shall be enclosed in another envelope for mailing. Bid will be received at the place stated and until the hour of the date set in Invitation for Bids for their opening unless notice is given of postponement. No Bid will be accepted or considered which has not been received prior to the hour of the opening date.

10. WITHDRAWAL OR REVISION OF BIDS:

A Bid may be withdrawn at any time prior to the hour fixed for opening of Bids, provided a request in writing executed by the Bidder or his duly authorized representative is filed with the Contracting Officer prior to that time, in which case such Bid, when received will be returned to the Bidder unopened. Telegrams or written communications to correct Bid will be accepted and the Bid corrected in accordance therewith if received by the Contracting Officer prior to the hour set in the Invitation for Bids. No Bid shall be withdrawn, modified, or corrected after the hour set for opening such Bid.

11. OPENING OF BIDS:

Bids will be opened and read publicly at the time and place indicated in the Invitation for Bids. Bidders or their authorized agents are invited to be present.

12. IRREGULAR BID:

Bids may be rejected if they contain any omissions, alterations of forms, additions not called for, conditional bids, alternate bids unless called for, incomplete bids, erasures, or irregularities of any kind. Bids in which the unit or lump sum prices bid are obviously unbalanced may be rejected.

13. ERRORS IN BID:

In case of error in the extension of prices, the unit price will govern. In case of discrepancy between the prices shown in the figures and in words, the words will govern.

14. DISQUALIFICATION OF BIDDERS:

Any Bidder using the same or different names for submitting more than one Bid upon any unit, portion, part or section of work will be disqualified from further consideration on that part of the Work. Evidence that any bidder is interested, as a principal, in more than one Bid for the Work (for example, bidding in a partnership; as a joint partnership or association and as a Partnership, association, or individual) will cause the rejection of any such Bid. A Bidder may, however, submit a Bid as a principal and as a subcontractor to some other principal, or may submit a Bid as a subcontractor to as many other principals as he desires, and by so doing will not be liable to disqualification.

If there is reason for believing that collusion exists among the bidders any or all Bids may be rejected, and participants in such collusion may not be considered in future Bids for the same work. Bids in which prices are obviously unbalanced or unresponsive to the Invitation for Bids may be rejected.

The right is reserved to reject a Bid from Bidder who has not paid, or satisfactorily settled, all bills due for labor and material on former contracts in force at the time of letting.

15. CONSIDERATION OF BIDS:

After the Bids are opened and read, the Bid prices will be compared and the results of such comparison will be made public. Until the final award of the Contract, however, the Owner reserves the right to reject any all Bids, and to accept or reject any or all items of any bid and to waive technical errors and any informality if, in his judgement, the best interests of the Owner will thereby be promoted.

16. DETERMINATION OF LOW BIDDER:

The low bidder will be determined by the total Bid of all Items on the bid form that are accepted.

17. AWARD OF CONTRACT:

The Contract will be awarded to the lowest responsible bidder complying with all established requirements of the Contract Documents unless the Owner finds that his bid is unreasonable or that it is not in the interest of the Owner to accept it, and subject to the Owner" right to award on the basis of any bid item or any combination of bid items. A bidder to whom award is made will be notified at the earliest possible date.

18. RETURN OF BID GUARANTIES:

All Bid Guaranties, except those of the three lowest bona fide bidders, will be returned immediately after Bids have been checked, tabulated, and the relation of the Bid established. The Bid Guaranty of the three lowest bidders will be returned as soon as the Contract Bonds and the Contract of the successful Bidder have been properly executed and approved. Should no award be made within thirty days, all Bids will be rejected, and all guaranties returned, unless the successful Bidder agrees

in writing to a stipulated extension in time for consideration of his bid, in which case the Owner may, at his discretion, permit the successful Bidder to substitute a satisfactory bidder's bond for the certified check submitted with his Bid as a Bid Guaranty.

19. EXECUTION OF CONTRACT:

The Contract shall be signed by the successful Bidder, in the number of counterparts provided in the Contract Agreement, and returned to the Contracting Officer with satisfactory Contract Bonds.

20. REQUIREMENTS OF CONTRACT BONDS:

In order to insure the faithful performance of each and every condition, stipulation, and requirement of the Contract and to indemnify and save harmless the Owner from any and all damages, either directly or indirectly (arising out of any failure to perform same), the successful Bidder to whom the Contract is awarded shall furnish at his expense and file with the Contracting Officer an acceptable Surety Bond in the amount equal to one hundred (100) per cent of the Contract Price of the Contract as awarded. Said Bond shall be made on the approved Bond form, shall be furnished by a surety company duly authorized and qualified to make such bonds in the State of Alabama, shall be countersigned by an authorized agent resident in the State who is qualified for the execution of such instruments, and shall have attached thereto power of attorney of the signing official. In case of default on the part of the Contractor, all expenses incident to ascertaining and collecting losses suffered by the State under the Bond, the direct costs of administration, architectural, engineering, and legal services, shall lie against the Contract Bond for Performance of the Work.

In addition thereto, the successful Bidder to whom the Contract is awarded shall furnish at his expense and file with the Contracting Officer another Bond with good and sufficient surety payable to the Owner in an amount equal to fifty (50) per cent of the Contract Price, with the obligation that the Contractor shall promptly make payment to all persons furnishing him or them with labor, materials, equipment, or supplies for or in prosecution of the Work provided for in the Contract and for the payment of reasonable attorneys fees incurred by successful claimants or plaintiffs in suits on said Bond.

21. APPROVAL OF CONTRACT:

No Contract is binding upon the Owner until it has been executed by the Contracting Officer and approved by the Chief National Guard Bureau, and/or the State Building Commission as required by Federal and State laws and regulations.

22. FAILURE TO EXECUTE CONTRACT:

Should the successful Bidder or Bidders to whom a Contract is awarded fail to execute a Contract and furnish acceptable Contract Bonds within ten days following the date of Award, the Owner shall retain from the Proposal Guaranty if it be a certified check or recover from the Principal of the Sureties if the guaranty be a bond the difference between the amount of the Contract as awarded and the amount of the proposal of the next lowest bidder. If no other bids are received, the full amount of the Proposal Guaranty shall be so retained or recovered as liquidated damages for such default. Any sums so retained or recovered shall be the property of the Owner. In the event of the death of the low bidder (if an individual and not a partnership or corporation) between the date of the opening of bids and the ten days following the date of award of Contract allowed for furnishing the Contract Bonds, the Owner shall return the Proposal Guaranty intact to the estate of the deceased low bidder.

Failure by the Owner to complete the execution of a Contract and to issue a Notice to Proceed within thirty (30) days after its Presentation by the Contractor shall be just cause, unless both parties agree in writing to a stipulated extension in time for issuance of a Notice to Proceed, for withdrawal of the Contractor's bid and Contract Agreement without forfeiture of a certified check or bond.