

## **00 21 13 INSTRUCTIONS TO BIDDERS**

The following instructions and information apply to all Contract Divisions. Failure to comply may be cause for rejecting bids. Refer also to the Invitation to Bid, Section 00 11 13, General Conditions and Supplemental Conditions.

### **1. BIDS:**

This is a Construction Management Project. There is no General Contractor. All contractors on this project are considered prime contractors. The Owner will award separate contracts for all Bid Divisions involved in the project. The Project will be administered by the Construction Manager. Bid package bids will be received by the Construction Manager at the time and place designated in the Invitation to Bid (Section 00 11 13).

### **2. PRE-BID MEETING:**

A pre-bid meeting with interested bidders will be held after documents have been sent out and before the bid date as indicated in the Invitation to Bid, Section 00 11 13. The purpose of the meeting is to familiarize bidders with the project. The Construction Manager shall be in attendance.

### **3. DOCUMENTS FOR BIDDING:**

Complete sets of Bidding Documents may be examined or obtained in the manner described in the Invitation to Bid, Section 00 11 13. Complete sets of documents shall be used in preparing Bids; neither the Owner or Construction Manager assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

Bid Division Description – For clarification purposes the scope of the work involved in each Bid division is defined in three categories: “EXCLUDED”, “INCLUDED” and “ALSO INCLUDED”. Information provided under the heading “EXCLUDED” is for the purpose of noting a point of beginning and/or to eliminate fringe involvements that might be inadvertently included in the scope of work. Information under this heading is not always required to define a Bid Division. “INCLUDED” items are the obvious and/or “conventional” work scope of a Bid Division. Information under “ALSO INCLUDED” points out the “unconventional” and/or less obvious items of work included in the Bid Division, as well as the fringe involvements that could inadvertently be missed in evaluating the scope of the work. Information under this heading is not always required to define a Bid Division.

### **4. QUALIFICATIONS OF BIDDERS:**

The owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Agreement and to complete the Work contemplated therein.

### **5. EXAMINATION OF BIDDING DOCUMENTS AND SITE:**

Before submitting a Bid, each Bidder must (a) examine the Bidding Documents thoroughly, (b) visit the site to familiarize himself/herself with local conditions that may in any manner affect cost, progress or performance of the work, (c) familiarize himself/herself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the work; and (d) study and carefully correlate Bidder's observation with the Bidding Documents.

### **6. INTERPRETATION:**

If any person contemplating submitting a bid is in doubt as to the true meaning of any part of the Drawings, Specifications or other Bidding documents or finds discrepancies in or omissions from the Drawings or Specifications, a written or email request for an interpretation, clarification or correction thereof may be submitted to the Construction Manager. Any inquiry received at least seven (7) working days prior to the date fixed for opening of bids will be given consideration. The person submitting the request will be responsible for its prompt delivery. Any interpretation, clarification or correction of the documents will be made only by Addendum issued by the Construction Manager. A copy of the addendum will be available at [www.hfhdouglascounty.org](http://www.hfhdouglascounty.org) and at the office of the Construction Manager.

### **7. APPROVAL OF SUBSTITUTIONS:**

Requests for approval of substitutions must be made in writing or via email to the Construction Manager and must be received at least seven (7) working days prior to the date set for receipt of bids. The Construction Manager will issue a

written Addendum listing the products approved not later than three (3) days prior to the bid date. A copy of the addendum will be available on-line at [www.hfhdouglascounty.org](http://www.hfhdouglascounty.org) and at the office of the Construction Manager. The Contractor shall not furnish any substitute material, product, or equipment not so approved. If rejection of any such unapproved substitution causes a change in the supplier proposed, or removal of work in place, there shall be no increase in the Contract Sum allowed due to any increase in cost occasioned by such change or removal. Items receiving prior approval will be subject to final approval when the Shop drawing submittals are reviewed.

The Contractor shall be responsible for fit and clearances of substituted items and for making any modifications in his work or the work of other Contractors necessitated by the use of any substitution, without cost to the Owner or other affected Contractors.

#### **8. ADDENDA:**

Any addenda issued during the time of bidding or forming a part of the Bidding Documents loaned to the Bidder for the preparation of this bid shall become a part of the Contract. Addenda will not be issued later than three (3) working days prior to date set for receipt of bids. Receipt of each addendum shall be acknowledged on the Bid Form.

#### **9. TAXES, PERMITS AND FEES:**

Tax Exempt Status: HFHDC is a non-profit Corporation and carries a tax exempt status. As such they have been granted a Certificate of Exemption. The certificate will be issued to Contract holders and **sales tax is not be included in the proposal amount. The Minnesota Tax Number is ES36406.**

All building permits, blueprint review fees and state surcharges will be paid by the Owner.

Fees for special local, state or federal inspections relating to mechanical, electrical, conveying systems and similar installations shall be paid for by the Contractor or sub-contractor to which such inspections apply.

#### **10. BID FORM:**

Each Division Bid shall be made on the appropriate Bid Division Form. **Note that the bid amount is per house. Bidder must also complete the Proposal Bid Form – Section 00 41 23.**

There is no limit as to the number of Bid Divisions any one contractor can bid. Bidders shall provide a separate bid for each and every bid division they are bidding. The Bidder may combine the bids of separate bid divisions by providing a combined bid deduct in the space provided on the Proposal Bid Form – Section 00 41 23. No other method for combining the work of more than one bid division will be accepted.

All blank spaces for bid prices must be filled in, in ink or typewritten, and Bid form must be fully complete and executed when submitted (Pencil bids or unreadable bids shall be cause for rejection). Bidder to note “N/A” in those blanks not applicable to their particular proposal. Only one copy of the bid form is required. The award of all Bid Divisions will be based on the dollar value of the proposal, the qualifications of the contractor and the ability to perform.

#### **11. IN-KIND DONATION:**

**Habitat for Humanity of Douglas County hopes you will consider making an in-kind tax deductible donation as part of your bid.** By making an in-kind donation of materials and/or labor, you make it possible for us to serve more families in the future. Habitat provides a “hand-up”, not a hand-out to families in need of safe, decent and affordable housing. Our homeowners work to build their home, and the homes of others and purchase their home with an affordable mortgage. These home payments help to build still more homes for other families in need. Your contribution is greatly appreciated, but is not required. We invite you to visit [www.hfhdouglascounty.org](http://www.hfhdouglascounty.org) for more information about our mission and how your work can change lives here in Douglas County; or call 762-4255 and we can answer any questions you may have.

**12. BID MODIFICATIONS:**

The Bid Form shall not contain any modifications of the work to be done. Alternate Bids will not be considered unless specified on the Bid. A conditional or qualified Bid will not be accepted.

**13. ALTERNATES:**

Bidder shall quote all Alternates as described in the Bidding Documents. The Owner reserves the right to reject all Alternates, or to accept alternates in the sequence listed in the Bid Form at time of Contract award.

**14. BID SIGNING:**

Each applicable Bid Division Form and the Proposal Form shall be signed by the Bidding Contractor.

**15. BID SUBMITTAL:**

Each Bid shall be submitted in a sealed envelope, and delivered before the time and date indicated above to: Habitat for Humanity of Douglas County, Attn: Construction Manager, 1211 N Nokomis NE, Alexandria, MN 56308. It is the sole responsibility of the Bidder to see that their Bid is received by the proper time.

**16. BID WITHDRAWAL:**

Any bidder may withdraw his bid after it has been deposited with the Owner prior to the time of Bid opening provided the request for withdrawal is received prior to the date and time of opening.

**17. BID OPENING:**

Bids will be opened privately by HFHDC.

**18. BIDS TO REMAIN OPEN:**

All bids shall remain open for the number of days designated in the Advertisement for Bids but the Owner may, in his sole discretion, release any Bid prior to that date.

**19. BID EVALUATION:**

The Owner reserves the right to waive any informalities, minor defects or irregularity and to accept or reject any and all Bids. **The Owner reserves the right to award the contract in any Building Division between two Bidders, one per home.**

In evaluating Bids, the Owner shall consider the qualification of the Bidders; whether or not Bids comply with the prescribed requirements; and alternates, if requested in the Bid forms. The Owner may conduct such investigations as deemed necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and final ability to the Bidder, proposed subcontractors and other persons and organizations to do the work. The bidder acknowledges the right of the Owner to accept any combination of Bid Divisions the Owner desires. The bidder represents that they will accept award, regardless of who the other Bid Division contractors may be. If a Contract is to be awarded, it will be awarded to the Bidder whose evaluation by the Owner indicated that the award is in the best interest of the Owner. Should there be reasons why the Contractor cannot be awarded within the specified time for bids to remain open, the time may be extended by mutual agreement between the Owner and the Bidder.

**20. NOTICE OF AWARD:**

If a Bid is accepted by the Owner, the Bidder's Proposal Bid Form will be signed by the Owner and will constitute the Contract. A copy of the Contract will be forwarded to the Bidder. This Bidder shall be required to execute the Contract and provide all Project Insurance coverage and necessary forms prior to commencement of work. In case of failure of the Bidder to execute the Contract or provide necessary Project Insurance coverage and necessary forms, the Owner may consider the Bidder in default; in which case the accompanying proposal shall become the property of the Owner and the Contract shall be null and void.

**21. FORM OF AGREEMENT:**

Contract will be executed on Proposal Bid Form – Section 00 41 23.

**22. PROJECT INSURANCE:**

The Contractor shall purchase and maintain insurance for this project in accordance with the General Conditions and Supplementary Conditions. The Contractor shall file an acceptable Certificate of Insurance and insurance policy with the Owner prior to commencement of work under the Contract.

**23. NOTICE TO PROCEED:**

The Notice to Proceed shall be issued within ten (10) days of the execution of the Agreement by the Owner. Should there be reasons why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between the Owner and the Contractor.

**END OF SECTION 00 21 13**