

SECTION IB - INSTRUCTIONS TO BIDDERS

COMPLETION TIME:

The Bidder shall agree to fully complete the contract within (_____) consecutive calendar days, subject to such extensions as may be granted in accordance with the Contract Documents, and acknowledges that this construction time will start on or before the date specified in the written “Notice to Proceed” from the Owner.

LIQUIDATED DAMAGES:

The Bidder shall agree to pay as Liquidated Damages the amount of (_____) Dollars (\$ _____) for each consecutive calendar day for which the work is not complete, beginning with the first day beyond the completion date stated on the “Notice to Proceed”. Said sum shall in no event be construed to be a penalty; but only as damages fixed and agreed upon in advance.

ST. TAMMANY PARISH SCHOOL BOARD

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SECTION 1

DEFINITIONS

- 1.1 “Alternate Bid” (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in project scope or materials or methods of construction described in the Bidding Documents is accepted by the Owner.
- 1.2 “Base Bid” is the sum stated in the Bid for which the Bidder offers to perform the Work described as the base, to which work may be added or deducted for sums stated in any Alternate Bid.
- 1.3 “Bid” is a complete and properly signed Uniform Public Work Bid Form to do the Work or designated portion thereof for the sums stipulated therein supported by data called for by the Bidding Documents and subject to the requirements of the Contract Documents.
- 1.4 “Bidder” is one who submits a Bid for a prime contract with the Owner for the Work described in the proposed Contract Documents.
- 1.5 “Bidding Documents” include but are not limited to:
 - 1.5.1 All definitions set forth in the General Conditions of the Contract.
 - 1.5.2 “Addendum” or “Addenda” are written or graphic instruments issued by the Architect prior to the opening of bids which modify or interpret the Bidding Documents by additions, deletions, approvals, clarifications or corrections.
 - 1.5.3 “Contract Documents” include all documents identified in the Agreement between the Successful Bidder and the Owner.
- 1.6 “Owner” is the St. Tammany Parish School Board.
- 1.7 “Sub-bidder” is one who submits a bid to a Bidder for a portion of the Work.
- 1.8 “Successful Bidder” means the lowest qualified responsible and responsive Bidder submitting a Bid and to whom the Owner makes an award.

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- 1.9 “Unit Price” is an amount stated in the Bid as a price per unit of measurement for materials or services as described in the Contract Documents.
- 1.10 “Work” consists of the duties and obligations undertaken by the Bidder in accordance with the Contract Documents to complete the Project identified in the Contract Documents.

SECTION 2

BIDDER'S REPRESENTATION

- 2.1 Each Bidder by submitting a completed and signed Bid represents that:
 - 2.1.1 He has read and understands the Bidding Documents and his Bid is made in accordance therewith.
 - 2.1.2 He has examined and personally visited the site and the location of the proposed Work and has familiarized himself with the local conditions under which the Work is to be performed to include correlation of his personal observations with the requirements of the Contract Documents.
 - 2.1.3 His Bid is based upon the materials, systems, equipment or other items and conditions described in the Bidding Documents without exception.
 - 2.1.4 He is satisfied as to (1) the conditions to be encountered, (2) the character, quality, and scope of the proposed Work, (3) the quality and quantity of the materials to be furnished, and (4) the requirements of the Bid, the plans and specifications, and other Contract Documents.
 - 2.1.5 He is fully qualified and licensed in accordance with La. R.S. 37:2150.1 through 37:2164 as amended, and under applicable state and local licensing requirements and he shall be responsible for determining that he and all Sub-bidders or prospective subcontractors are duly licensed in accordance with state and local authorities.

SECTION 3

BIDDING DOCUMENTS

- 3.1 COPIES
 - 3.1.1 Prime bidders who are properly licensed by the Louisiana State Licensing Board for Contractors may obtain from the Architect (unless another issuing office is designated in the Advertisement for Bid) at least one set of complete Bidding Documents for the deposit, if any, stated in the Advertisement for Bid. Deposits for documents will be returned in accordance with law.
 - 3.1.2 Bidding Documents will be issued in accordance with law.
 - 3.1.3 Complete sets of Bidding Documents should be used in preparing bids; neither the Owner nor the Architect assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
 - 3.1.4 The Owner or the Architect, in making copies of the Bidding Documents available on the above terms, do so only for the purpose of obtaining bids on the Work and do not confer a license for any other use.
- 3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS
 - 3.2.1 Bidders shall promptly notify the Architect of any ambiguity, inconsistency or error which they may discover upon examination of the Bidding Documents or of the site and local conditions.
 - 3.2.2 Any interpretation, correction or change of the Bidding Documents will be made by Addendum. Interpretations, corrections or changes of the Bidding Documents made in any other manner will not be binding upon the Owner and Bidders shall not rely upon such interpretations, corrections and changes.
- 3.3 SUBSTITUTIONS/PRIOR APPROVALS
 - 3.3.1 The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any substitution proposed by the Bidder.

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- 3.3.2 No substitution will be considered unless written request for approval has been submitted by the Bidder and has been received by the Architect and Owner at least ten (10) calendar days prior to the date for receipt of bids. Each such request shall include the name of the manufacturer and distributor of the materials or equipment of the substitute and a complete description of the proposed substitute including drawings, cuts, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or work that incorporation of the substitute would require shall be included. The burden of proof of the merit of the proposed substitute is upon the Bidder. The decision of the Owner concerning any substitute shall be final.
 - 3.3.3 If the Owner approves any proposed substitution, such approval will be set forth in an Addendum. Bidder shall not rely upon approvals made in any other manner, whether oral or in writing.
- 3.4 ADDENDA
- 3.4.1 Addenda will be transmitted or delivered to all Bidders who have requested Bidding Documents in accordance with law.
 - 3.4.2 Each Bidder should ascertain from the Architect prior to submitting a Bid that he has received all Addenda issued. All bids will be considered by the Owner as if the Bidder had received and considered all Addenda.

SECTION 4

BIDDING PROCEDURE

- 4.1 FORM AND STYLE
- 4.1.1 Bids should be submitted on the Uniform Public Work Bid Form provided by the Owner. The form can be removed from the project manual or specifications. A duplicate copy is also acceptable.
 - 4.1.2 Information requested on the Uniform Public Work Bid Form should be filled in by typewriter or legible hand printing or writing in ink.
 - 4.1.3 Where so indicated by the makeup of the Uniform Public Work Bid Form, prices should be expressed in both words and figures, and in case of discrepancy between the two, the amount expressed in words shall govern.
 - 4.1.4 All requested alternates shall be Bid.
 - 4.1.5 Bidder shall not qualify his Bid in any manner.
 - 4.1.6 Each Bid shall state the name of the Bidder. Written evidence of the authority of the person signing the Bid, if required by law, should be attached to the bid. Bidders are instructed to carefully review the law and the Uniform Public Work Bid Form for requirements in submission of a bid.
 - 4.1.7 Bidder shall certify that he is properly licensed and should show his license number on the Uniform Public Work Bid Form in the designated space and shall show his license number on the bid envelope. Failure of the Bidder to certify that he is licensed or to include the contractor's license number on the bid envelope may result in the Bid being automatically rejected, so marked, returned to the Bidder, and not read aloud in accordance with Louisiana Revised Statute 37:2163.
 - 4.1.8 Bidders should attach or enclose with the signed Uniform Public Work Bid Form all other necessary documents, including but not limited to written proof as set forth in Section 4.1.6 and the Bid Security.
- 4.2 BID SECURITY
- 4.2.1 Bids may not be considered or accepted if the Bid is not accompanied by bid security in an amount of five percent (5%) of the Base Bid. The bid security shall be in the form of a certified check or cashier's check drawn on a bank insured by the Federal Deposit Insurance Corporation, or a bid bond written by a surety company licensed to do business in the state of Louisiana and qualified as required by the provisions of Louisiana Revised Statute 38:2218 and 38:2219. Any bond should be accompanied by the appropriate power of attorney with a valid effective date.
 - 4.2.2 Bid security furnished by the Bidder should guarantee that the Bidder will, if awarded the Contract, perform according to the terms of his Bid and the Bidding Documents and will enter into the Contract with the Owner.

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- 4.2.3 Should the Bidder fail to perform according to his Bid and the Bidding Documents, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty.
 - 4.2.4 The Owner will have the right to retain the bid security of bidders until either (a) the Contract has been executed and Bonds have been furnished by the Bidder awarded the Contract, or (b) the time for the rejection of all Bids by the Owner has expired.
- 4.3 SUBMISSION OF BIDS
- 4.3.1 The signed Uniform Public Work Bid Form, the bid security, and any other documents to be submitted with the Uniform Public Work Bid Form should be enclosed in a sealed, opaque envelope. The envelope should be addressed to St. Tammany Parish School Board, 321 N. Theard, Covington, Louisiana 70433 and be plainly marked "BIDS ON CONSTRUCTION OF (Name of Project) TO BE OPENED (Date)" and include the Bidder's name, address, and **shall** include the Louisiana contractor's license number. If the Bid is sent by mail, the sealed envelope should be enclosed in a separate mailing envelope with the notation "BID ENCLOSED" on the face thereof.
 - 4.3.2 Bids shall be deposited at the designated location prior to the time and date for receipt of bids indicated in the Advertisement for Bid, or any extension thereof made by Addendum. Bidders are responsible for timely delivery at the location designated for receipt of Bids. Delays in the U.S. Mail or any other agent or delivery service remain the responsibility of the Bidder. Bids received after the time and date for receipt of bids will be returned unopened.
- 4.4 MODIFICATION OR WITHDRAWAL OF BID
- 4.4.1 A Bid may not be modified, withdrawn or canceled by the Bidder except in accordance with law.
 - 4.4.2 Prior to the time and date designated for receipt of Bids, Bids submitted early may be modified or withdrawn only by written notice to the party receiving Bids at the place and prior to the time designated for opening of Bids
 - 4.4.3 Withdrawn Bids may be resubmitted up to the time designated for the opening of Bids.
 - 4.4.4 Bid security should be in an amount sufficient for the Bid as modified or resubmitted.

SECTION 5

CONSIDERATION OF BIDS

- 5.1 OPENING OF BIDS
- 5.1.1 Unless stated otherwise in the Advertisement for Bids, the properly identified Bids received on time will be opened publicly, will be read aloud, and an abstract of the amounts of the Base Bids and Alternates, if any, will be made available to Bidders.
- 5.2 REJECTION OF BIDS
- 5.2.1 The Owner shall have the right to reject any or all Bids in accordance with law.
- 5.3 ACCEPTANCE OF BID (AWARD)
- 5.3.1 The Owner shall award a contract to the lowest responsive and responsible Bidder provided the Bid has been submitted in accordance with law, and the Owner does not reject any or all Bids in accordance with law.

SECTION 6

SUBMISSIONS

- 6.1 If required by the Owner, the apparent low Bidder shall submit to the Architect and the Owner prior to award of the Contract, written documentation from any manufacturer that the manufacturer will issue the guarantee, such as a roof system guarantee, based on the specified system or equipment and include the name of the applicator acceptable to the manufacturer

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for installing the specified system and all requirements of the manufacturer which must be met in order for the guarantee to issue. The manufacturer shall be one that has received prior approval or is named in the specifications.

SECTION 7

PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

- 7.1 The successful Bidder shall furnish and pay for a performance bond and a statutory payment bond for public works, in accordance with the Contract Documents and Louisiana Revised Statute 38:2219 as amended.
- 7.2 The Bonds shall be issued in accordance with the provisions of Louisiana Revised Statute 38:2216 and 2219 as amended, except that they will be in the amount of one hundred percent of the Contract amount.
- 7.3 The Owner may record the executed Agreement and Bonds with the Clerk of Court for the Parish of St. Tammany.

SECTION 8

FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

- 8.1 Unless otherwise provided in the Bidding Documents, the Agreement and bond forms for the Work will be written on the forms as attached in the Contract Documents. Within five (5) days after the proposed agreement is presented to the Successful Bidder for execution, the Successful Bidder and his surety must execute the Agreement.

SECTION 9

AFFIDAVIT OF COMPLIANCE WITH LOUISIANA REVISED STATUTES 38:2212.9, 2224 AND 2227

- 9.1 Each person submitting a Bid, prior to an award of the Contract to them, will be required to sign and execute an affidavit before a Notary Public in the form provided to the effect that Bidder is qualified in accordance with law to Bid on the Work and to undertake the Work, and Bidder has not colluded with any person, firm, or corporation in regard to any Bid submitted, all in accordance with law. The form of the affidavit is in the Bidding Documents.

SECTION 10

UNIT PRICES

- 10.1 Unit prices other than those requested in the Uniform Public Work Bid Form should not be submitted with any Bid.
- 10.2 Unit prices furnished by the Contractor in the form of a proposal shall not be construed as an authorization to perform work or expend monies. Any change in the Work must be authorized by a written change order and signed in accordance with the Contract Documents.

SECTION 11

RELIEF FROM BID MISTAKE

- 11.1 Bidders are advised to review the provisions of law, particularly Louisiana Revised Statute 38:2214 C and D, as amended from time to time, to support an application to withdraw a Bid.
- 11.2 In the event a Bidder, after opening of the bids, attempts to utilize the provisions of Louisiana Revised Statute 38:2214 C to attempt to withdraw its bid, the Owner will be the sole party to determine whether the alleged bid mistake is substantial.

SECTION 12

PRE-BID CONFERENCE

- 12.1 A pre-bid conference will be held at the time and place designated in the Advertisement for Bids. Bidders are strongly urged to attend and participate in the conference.

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SECTION 13

COMPLETION TIME AND LIQUIDATED DAMAGES

- 13.1 The completion of the Work must be within the time stated in these Instructions to Bidders, subject to any extensions as may be granted in accordance with Contract Documents or the contractor shall pay the Liquidated Damages in the amount as stated in these Instructions to Bidders.

END OF SECTION IB
7.23.10