

SECTION IB - INSTRUCTIONS TO PROPOSERS

COMPLETION TIME:

The Proposer shall agree to fully complete the contract within the amount of time shown in the Summary of Work under "Work Sequence", 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 Proposer shall agree to pay as Liquidated Damages the amount of One Thousand Dollars (\$ 1,000.00) 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.

CONSTRUCTION CLASSIFICATION:

Quotes will be accepted from Contractors who are properly licensed for the classification of Electrical Construction (see La. R.S. 37:2156.2 for classifications).

ST. TAMMANY PARISH SCHOOL BOARD

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SECTION 1

DEFINITIONS

- 1.1 "Alternate Quote" (or Alternate) is an amount stated in the Quote to be added to or deducted from the amount of the Base Quote if the corresponding change in project scope or materials or methods of construction described in the Quote Documents is accepted by the Owner.
- 1.2 "Base Quote" is the sum stated in the Quote for which the Proposer offers to perform the Work described as the base, to which work may be added or deducted for sums stated in any Alternate Quote.
- 1.3 "Quote" is a complete and properly signed Quote Form to do the Work or designated portion thereof for the sums stipulated therein supported by data called for by the Quote Documents and subject to the requirements of the Contract Documents.
- 1.4 "Proposer" is one who submits a Quote for a prime contract with the Owner for the Work described in the proposed Contract Documents.
- 1.5 "Quote Documents" include but are not limited to:

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- 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 Quotes which modify or interpret the Quote Documents by additions, deletions, approvals, clarifications or corrections.
- 1.5.3 "Contract Documents" include all documents identified in the Agreement between the Successful Proposer and the Owner.
- 1.6 "Owner" is the St. Tammany Parish School Board.
- 1.7 "Subcontractor" is one who submits a Quote to a Proposer for a portion of the Work.
- 1.8 "Successful Proposer" means the lowest qualified responsible and responsive Proposer submitting a Quote and to whom the Owner makes an award.
- 1.9 "Unit Price" is an amount stated in the Quote 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 Proposer in accordance with the Contract Documents to complete the Project identified in the Contract Documents.

SECTION 2

PROPOSER'S REPRESENTATION

- 2.1 Each Proposer by submitting a completed and signed Quote Form represents that:
 - 2.1.1 He has read and understands the Quote Documents and his Quote 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 Quote is based upon the materials, systems, equipment or other items and conditions described in the Quote 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 Quote, 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 Subcontractors or prospective subcontractors are duly licensed in accordance with state and local authorities.

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SECTION 3

QUOTE DOCUMENTS

3.1 COPIES

- 3.1.1 Prime Proposers 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 Quote) at least one set of complete Quote Documents for the deposit, if any, stated in the Advertisement for Quote. Deposits for documents will be returned in accordance with law.
- 3.1.2 Quote Documents will be issued in accordance with law.
- 3.1.3 Complete sets of Quote Documents should be used in preparing Quotes; neither the Owner nor the Architect assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Quote Documents.
- 3.1.4 The Owner or the Architect, in making copies of the Quote Documents available on the above terms, do so only for the purpose of obtaining Quotes on the Work and do not confer a license for any other use.

3.2 INTERPRETATION OR CORRECTION OF QUOTE DOCUMENTS

- 3.2.1 Proposers shall promptly notify the Architect of any ambiguity, inconsistency or error which they may discover upon examination of the Quote Documents or of the site and local conditions.
- 3.2.2 Any interpretation, correction or change of the Quote Documents will be made by Addendum. Interpretations, corrections or changes of the Quote Documents made in any other manner will not be binding upon the Owner and Proposers 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 Quote Documents establish a standard of required function, dimension, appearance and quality to be met by any substitution proposed by the Proposer.
- 3.3.2 No substitution will be considered unless written request for approval has been submitted by the Proposer and has been received by the Architect and Owner at least ten (10) calendar days prior to the date for receipt of Quotes. 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 Proposer. 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. Proposers shall not rely upon approvals made in any other manner, whether oral or in writing.

3.4 ADDENDA

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- 3.4.1 Addenda will be transmitted or delivered to all Proposers who have requested Quote Documents in accordance with law.
- 3.4.2 Each Proposer should ascertain from the Architect prior to submitting a Quote that he has received all Addenda issued. All Quotes will be considered by the Owner as if the Proposer had received and considered all Addenda.

SECTION 4

QUOTE PROCEDURE

4.1 FORM AND STYLE

- 4.1.1 Quotes should be submitted on the Quote 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 Quote 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 Quote 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 quoted.
- 4.1.5 Proposer shall not qualify his Quote in any manner.
- 4.1.6 Each Quote shall state the name of the Proposer. Written evidence of the authority of the person signing the Quote should be attached to the Quote; however, failure to submit written evidence shall not render a Quote non-responsive, and Owner expressly reserves the right to request additional information pertaining to the authority of the signatory, at Owner's sole discretion. Proposers are instructed to carefully review the law and the Quote Form for requirements in submission of a Quote.
- 4.1.7 Proposer shall certify that he is properly licensed and should show his license number on the Quote Form in the designated space and shall show his license number on the Quote envelope. Failure of the Proposer to certify that he is licensed or to include the contractor's license number on the Quote envelope may result in the Quote being automatically rejected, so marked, returned to the Proposer, and not read aloud in accordance with Louisiana Revised Statute 37:2163.

4.2 QUOTE SECURITY

- 4.2.1 Quotes will not be considered or accepted if the Quote is not accompanied by Quote security in an amount of five percent (5%) of the Base Quote. The Quote 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 Quote security furnished by the Proposer should guarantee that the Proposer will, if awarded the Contract, perform according to the terms of his Quote and the Quote Documents and will enter into the Contract with the Owner.
- 4.2.3 Should the Proposer fail to perform according to his Quote and the Quote Documents, the amount of the Quote security shall be forfeited to the Owner as liquidated damages, not as a penalty.

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4.2.4 The Owner will have the right to retain the Quote security of Proposers until either (a) the Contract has been executed and Bonds have been furnished by the Proposer awarded the Contract, or (b) the time for the rejection of all Quotes by the Owner has expired.

4.3 SUBMISSION OF QUOTES

4.3.1 The signed Quote Form, the Quote security, and any other documents to be submitted with the Quote 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 **"QUOTES ON CONSTRUCTION OF PEARL RIVER HIGH SCHOOL, LIGHTING AT TRACK TO BE OPENED MARCH 5, 2024"** and include the Proposer's name, address, and **shall** include the Louisiana contractor's license number. If the Quote is sent by mail, the sealed envelope should be enclosed in a separate mailing envelope with the notation "QUOTE ENCLOSED" on the face thereof.

4.3.2 Quotes shall be deposited at the designated location prior to the time and date for receipt of Quotes indicated in the Advertisement, or any extension thereof made by Addendum. Proposers are responsible for timely delivery at the location designated for receipt of Quotes. Delays in the U.S. Mail or any other agent or delivery service remain the responsibility of the Proposer. Quotes received after the time and date for receipt of Quotes will be returned unopened.

4.4 MODIFICATION OR WITHDRAWAL OF QUOTE

4.4.1 A Quote may not be modified, withdrawn or canceled by the Proposer except in accordance with law.

4.4.2 Prior to the time and date designated for receipt of Quotes, Quotes submitted early may be modified or withdrawn only by written notice to the party receiving Quotes at the place and prior to the time designated for opening of Quotes

4.4.3 Withdrawn Quotes may be resubmitted up to the time designated for the opening of Quotes.

4.4.4 Quote security should be in an amount sufficient for the Quote as modified or resubmitted.

SECTION 5

CONSIDERATION OF QUOTES

5.1 OPENING OF QUOTES

5.1.1 Unless stated otherwise in the Advertisement for Quotes, the properly identified Quotes received on time will be opened publicly, will be read aloud, and an abstract of the amounts of the Base Quotes and Alternates, if any, will be made available to Proposers.

5.2 REJECTION OF QUOTES

5.2.1 The Owner shall have the right to reject any or all Quotes in accordance with law.

5.3 ACCEPTANCE OF QUOTE (AWARD)

5.3.1 The Owner reserves the right to reject all quotes received, to waive informalities, and to request additional information from Proposers.

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SECTION 6

SUBMISSIONS

- 6.1 If required by the Owner, the apparent low Proposer 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 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 If the Project exceeds \$25,000, the successful Proposer 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 Quote 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 Proposer for execution, the Successful Proposer and his surety must execute the Agreement, unless otherwise agreed to by the Owner.

SECTION 9

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

- 9.1 Each person submitting a Quote, 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 Proposer is qualified in accordance with law to Quote on the Work and to undertake the Work, and Proposer has not colluded with any person, firm, or corporation in regard to any Quote submitted, all in accordance with law. The form of the affidavit is in the Quote Documents.

SECTION 10

UNIT PRICES

- 10.1 Unit prices other than those requested in the Quote Form should not be submitted with any Quote.

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- 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 MISTAKE

- 11.1 Proposers 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 Quote.
- 11.2 In the event a Proposer, after opening of the Quotes, attempts to utilize the provisions of Louisiana Revised Statute 38:2214 C to attempt to withdraw its Quote, the Owner will be the sole party to determine whether the alleged mistake is substantial.

SECTION 12

PRE-QUOTE CONFERENCE

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

SECTION 13

COMPLETION TIME AND LIQUIDATED DAMAGES

- 13.1 The completion of the Work must be within the time stated in these Instructions to Proposers, 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 Proposers.

END OF SECTION IB
November 22, 2022