

INSTRUCTIONS TO BIDDERS

COMPLETION TIME:

The Bidder shall agree to achieve Substantial Completion of the entire Work not later than One Hundred Eighty (180) calendar days from the date of commencement specified in the written "Notice to Proceed" from the Owner, subject to adjustments of this Contract Time as provided in the Contract Documents.

LIQUIDATED DAMAGES:

The Bidder shall agree to pay as Liquidated Damages the amount of Five Hundred Dollars (\$500) for each consecutive calendar day for which the work is not complete, beginning with the first day beyond the completion dated state 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:

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

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SECTION 1 DEFINITIONS AND INTRODUCTION

- 1.1 The Bidding Documents and the Contract Documents include the following:
Advertisement for Bids, Instructions to Bidders, Bid Form, General Conditions of the Contract for Construction, AIA Document A 201, 2007 Edition, Supplementary General Conditions, Contract Between Owner and Contractor, AIA Document A 101, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a STIPULATED SUM, Performance and Payment Bond(s), Specifications Divisions 1 through 33, Drawings, and Addenda.
- 1.2 The Owner of the proposed work is
St. Tammany Fire Protection District No. 1
522 Robert Blvd.
Slidell, LA 70458
- 1.3 The title of work will be as indicated in the Advertisement for Bids.
- 1.4 All definitions set forth in the General Conditions of the Contract for Construction, AIA Document A 201 or in other Contract Documents are hereby made a part of the Instructions to Bidders.

- 1.5 **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, clarifications, corrections and prior approvals.
- 1.6 A **Bid** is a complete and properly signed proposal to do the Work or designated portion thereof for the sums stipulated therein, submitted in accordance with the Bidding Documents.
- 1.7 The **Base Bid** is the sum stated in the Bid for which the Bidder offers to perform the Work described as the Base Bid, to which Work may be added for sums stated in Alternate Bids.
- 1.8 An **Alternate Bid** (or Alternate) is an amount stated in the Bid to be added to the amount of the Base Bid if the corresponding change in the Work or change in materials or methods of construction described in the Bidding Documents is accepted.
- 1.9 A **unit price** is an amount stated in the Bid as a price per unit of measurement for materials, equipment, or services or a portion of the Work as described in the Bidding Documents.
- 1.10 A **Bidder** is a person or entity who submits a Bid.
- 1.11 A **Sub-bidder** is a person or entity who submits a bid to a Bidder for materials, equipment, or labor for a portion of the Work.
- 1.12 **Architects and Engineers:** The Architect of record or his authorized representative, and the consulting Engineer(s) whose seal(s) occur on the Construction Documents will administer the construction contract.
- 1.13 **Bid Forms** can be found immediately following these instructions to bidders.
- 1.14 A **Unit Price** is an amount proposed by Bidder and stated on the Bid Form as a price per unit of measurement for materials and/or services that shall be added or deducted from the contract sum by Change Order in the event the estimated quantities of work required by the Contract Documents are increased or decreased.

SECTION 2

BIDDER'S REPRESENTATION

- 2.1 The Bidder by making his Bid represents that:
 - 2.1.1 The Bidder has read and understands the Bidding Documents and his Bid is made in accordance therewith, and,
 - 2.1.2 The Bidder has visited the site(s) and has familiarized himself with all of the local conditions under which the Work is to be performed, and has correlated the Bidder's personal observations with the requirements of the proposed Contract Documents, and,
 - 2.1.3 The Bid is based upon the materials, systems, and equipment described in the Bidding Documents as advertised and as modified by Addenda, without exception, and,
 - 2.1.4 The Bidder is fully qualified under all Louisiana State Laws, and all local licensing laws for Contractors in effect at the time and at the location(s) of the Work before submitting his Bid, and that all of his Sub-bidders or prospective Sub-contractors are duly licensed in accordance with all laws, (if required).
 - 2.1.5 His bid is not based on any verbal instructions contrary to the Contract Documents and addenda.

**SECTION 3
BIDDING DOCUMENTS**

3.1 COPIES

- 3.1.1 Bidding Documents may be obtained directly from the Architect for a deposit of amount per set as described in Section 10. Deposits will be refunded only if Bidding Documents are received by the Architect within 10 days after bid date specified in the Advertisement for Bids. No deposits will be refunded if Bidding Documents are received late. No deposit will be refunded for returned torn, not bound, nor incomplete, partial sets of Bidding Documents which are not in good condition. The Architect will not call to warn bidders when Bidding Documents are due. Submit Louisiana Contractor's License Number, name and address phone, and fax when ordering plans.
- 3.1.2 Cost of postage paid by bidders to receive plans will not be refunded. All costs of postage or delivery to return sets of documents to the Architect shall be paid for by the company which procured said sets.
- 3.1.3 Bid documents are also available from this website: www.slidelfire.org
- 3.1.4 Bidders shall use complete sets of Bidding Documents in preparing bids; neither the Owner nor the Architect assumes responsibility for errors, omissions, and misinterpretations resulting from the use of incomplete sets of Bidding Documents. Prior to bidding, verify all specification page numbers and Drawing sheet numbers with the specified index to insure receipt of all documents.
- 3.1.5 The Owner or 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 or grant permission for any other use of the Bidding Documents.

3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

- 3.2.1 The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work of separate contractors to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and all local conditions, and shall at once report to the Architect all ambiguities, inconsistencies, or errors discovered in the Bidding Documents or errors relating to the Project site.
- 3.2.2 Bidders and Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request to the Architect to reach him at least seven (7) working days, exclusive of weekends and holidays, prior to the date for receipt of Bids.
- 3.2.3 Interpretations, corrections, or changes of the Bidding Documents will be made by written Addendum. Interpretations, corrections, or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon them.

3.3 SUBSTITUTIONS- (PRIOR APPROVAL REQUIRED)

- 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 proposed substitution.
- 3.3.2 No substitution will be considered prior to receipt of Bids unless a complete written request for approval has been submitted by the proposer and has been received by the Architect at least seven (7) working days, exclusive of weekends and legal holidays, prior to the date for receipt of Bids (RS 38:2295C).
- 3.3.3 All request shall include the name of the material or equipment for which it is to be substituted, the location, and a complete description of the proposed substitute including model numbers, colors, textures, drawings, cuts, performance and test data and all other detailed information necessary for a complete evaluation. A written statement setting forth all changes in other materials, equipment, or other portions of the Work including changes in the work of other contracts that incorporation of the proposed substitution would require shall be included.

- 3.3.4 The burden of proof of the merit of the proposed substitution is upon the proposer. Incomplete product submittals not indicating meeting the standards specified, colors, textures, actual samples, sufficient dimensions, quality, and strength of materials, and other standards specified will not be reviewed and will not be added to the list of prior approvals specified by addendum.
- 3.3.5 The Architect's decision of approval or disapproval of a proposed substitution shall be final.
- 3.3.6 The Architect reserves the right to reject products for which incomplete test data, samples, telephone numbers of users of products and information has been submitted. All test data and information shall meet or exceed standards specified. Manufacturers are responsible for submitting all information and all additional information requested by the Architect prior to the date specified above. Substitutions which require substantial revision of the Contract Documents will not be considered. The Architect reserves the right to reject materials and equipment proposed for this Project.
- 3.3.7 The Contractor shall have the option to use prior approval substitutions. No extra payment by Change Order will be approved for additional Work, materials, and equipment required to incorporate prior approved substitutions.
- 3.3.8 If the Architect approves a proposed substitution, prior to receipt of Bids, such approval will be set forth in a written Addendum. Bidders shall not rely upon approvals made in any other manner.
- 3.3.9 The Architect reserves the right to reject materials and equipment at a later date after opening of bids if it is detected by the Architect that incomplete or false information was submitted prior to bidding.
- 3.4 ADDENDA
 - 3.4.1 Addenda will be attempted to be mailed by the Architect to all who are known by the Architect to have received a complete set of Bidding Documents. Because of errors in addresses, mistakes by mail carriers, and other human errors, all addenda are not always delivered to all bidders on time, all of the time.
 - 3.4.2 All bidders who have received or who have reviewed bidding documents shall be responsible for verifying whether or not they have received all Addenda. Do not rely solely on mail, published reports, printed journals, published reports, or other delivery or information systems to verify receiving all Addenda.
 - 3.4.3 All bidders shall be responsible for calling the Architect's Office within 72 hours prior to the date and time of opening of Bids to verify receipt of all Addenda issued by the Architect. All Bidders shall be responsible for picking up all Addenda not yet received from the Architect's office.
 - 3.4.4 Copies of Addenda will be attempted to be made available for inspection wherever Bidding Documents are on file for that purpose, however, call the Architect to verify Addenda receipt.
 - 3.4.5 Addenda shall normally not be issued within a period of seventy-two (72) hours, excluding weekends and any legal holiday, prior to the advertised time for the opening bids except an Addendum withdrawing the specified request for Bids, or one which includes postponement of the date for receipt of Bids. If it is necessary to issue an addendum within the seventy-two (72) hour period prior to receipt of bids, the receipt of such bids shall be extended a minimum of exactly seven (7) days, or more, up to 30 days without the requirement of re-advertising. The Owner shall be consulted prior to issuance of such an addendum, and shall approve such issuance.
 - 3.4.6 All Bidders shall ascertain prior to submitting Bids that they have received all Addenda issued by the Architect, and all Bidders shall acknowledge said receipt in the space indicated on the Bid Form.
 - 3.4.7 Failure to acknowledge receipt of all Addenda issued for this Project in the space(s) specified on the Bid Form will render the proposal informal and will cause its rejection.
 - 3.4.8 All addenda shall become part of the Contract Documents. All Bidders shall be bound by all Addenda whether or not received by said Bidders.

- 3.4.9 The Owner shall have the right to extend the bid date by up to (30) days. Any such extensions shall be made by addendum issued by the Architect.

SECTION 4 BIDDING PROCEDURE

4.1 FORM AND STYLE OF BIDS

- 4.1.1 Bids shall be submitted on forms identical to the bid form included with the Bidding Documents, or as modified by Addenda. Legible copies of the bid form are acceptable.
- 4.1.2 All blanks on the bid form shall be filled in by typewriter or manually in ink.
- 4.1.3 Where so indicated by the makeup of the bid form, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the written words shall govern.
- 4.1.4 Interlineations, alterations, and erasures of the filled in information shall be initialed by the signer of the Bid, or his duly authorized representative.
- 4.1.5 Bidders are cautioned to complete all alternates should such be required in the Bid Form. Failure to submit alternate prices will render the Proposal informal and will cause its rejection. If no change in the Base Bid is required by the Alternate, enter "No Change" for the Alternate(s), (if any).
- 4.1.6 The Bidder shall make no additional stipulations on the bid form nor qualify his Bid in any other manner.
- 4.1.7 The Bid shall include the legal name of Bidder and a statement that the Bidder is a sole proprietor, a partnership, a corporation, or other legal entity where indicated on the bid form. The Bid shall be signed by the person or persons legally authorized to bind the Bidder to the specified Contract. A Bid by a legal entity shall have filed in the Secretary of State's office a resolution indicating the names of all parties authorized to submit public bids for public contracts if required by State law, or a bid by a legal entity shall have a corporate resolution attached to the bid if required by State law, and shall give the state of incorporation. A Bid by a corporation shall have the person signing the Bid who is an officer of the corporation. A Bid submitted by an agent shall have a current Power of Attorney attached certifying the agent's authority to bind the Bidder. Verify complying with all Louisiana bidding law requirements prior to submitting bids.
- 4.1.8 On any bid in excess of fifty thousand dollars (\$50,000.00), the Contractor shall certify that he is licensed under R. S. 37:2150-2163 and indicate his Louisiana Contractor's license number on the outside of the bid envelope.

4.2 BID SECURITY

- 4.2.1 No Bid will be considered or accepted unless the bid is accompanied by a bid security in an amount of not less than five percent (5%) of the Base Bid and all additive alternates. 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 (A.I.A. Document A310) written by a surety company licensed to do business in Louisiana, countersigned by a person who is under contract with the surety company or bond issuer as a licensed agent in Louisiana who is residing in Louisiana and accompanied by appropriate power of attorney and in favor of the Owner. The surety company shall be licensed to do business in the State of Louisiana listed in the Department of the Treasury Circular 570, latest revision. The Surety Company shall have an A.M. Best Company minimum rating with a minimum financial size in accordance with the General Conditions. No company, regardless of the size or financial rating, will be allowed to write its own bond.
- 4.2.2 Bid security furnished by the Contractor shall guarantee that the Contractor shall, if awarded the

Work according to the terms of his proposal, enter into the Contract and furnish Performance and Payment Bond(s) and insurance as required by these Contract Documents, within the time specified in the Supplemental General Conditions, Article 11 or after verbal or written notice has been issued that the instrument is ready for his signature.

- 4.2.3 Should the Bidder refuse to enter into such Contract or fail to furnish such bonds or insurance, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as 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 and insurance have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn, or (c) all Bids have been rejected.
- 4.2.5 If the Bid Security attached to the bid form is a Bid Bond, then said Bid Bond shall be prepared as specified herein.

4.3 SUBMISSION OF BIDS

- 4.3.1 Bids, bid security, and all other additional required information, (if any, and if specified), shall be enclosed and sealed in an opaque bid envelope.
- 4.3.2 The outside of the bid envelope (or outermost envelope if mailed by and delivered by United States Mail, Express Mail, Priority Mail, UPS, Federal Express, and all other similar types of carrier delivery,) shall be labeled as follows:
 - Addressed to the Owner
 - Identify the name of the Bidder
 - Identify the sealed bid envelope exactly as follows, **SEALED - NEW FIRE STATION &
HEADQUARTERS BUILDING**
 - Identify the Louisiana Contractor's license number of the Bidder (if applicable)
- **Failure to label all envelopes or boxes exactly as stated above shall result in a MANDATORY rejection of this bid. Owner does not have the right to waive informalities as dictated by public bid law. Sole responsibility for properly labelling, mailing and delivering of bids is that of the bidder.**
- 4.3.3 Sealed Bids will be received by the Owner until the time and date, and at the location specified in the Advertisement for Bids.
- 4.3.4 Bidders submitting bids to the Owner's bid receipt location shall assume full responsibility for the timely delivery and Owner's receipt of bids at the specified location prior to the time and date specified for receipt of Bids.

- 4.3.5 Owner's receipt of a bid for any reason after the date and time stipulated on the Advertisement for Bids, including but not limited to late delivery by carrier service, late mail, late hand delivery by anyone, leaving bid(s) with someone not specifically designated by the Owner to receive bid(s) prior to bid receipt, incorrect addresses, misunderstood information, misunderstood directions, or all other types of late delivery, and excuses shall disqualify the bid.
- 4.3.6 Thoroughly review Bid Form early to insure having all of the required information on time.
- 4.3.7 Bids received after the time and date specified for the receipt of bids will be returned unopened.
- 4.3.8 Oral, telephonic, "faxed", or telegraphic Bids or modifications to bids are invalid and will not receive consideration. The Owner will not consider notations written on the outside of the Bid Envelope which have the effect of the Bidder trying to amend the Bid.
- 4.3.9 Bids will be accepted only from Contractors that attend the Pre-Bid Conference. Date, time and location of the Pre-Bid Conference are indicated in the Advertisement for Bids.
- 4.4 **MODIFICATION OR WITHDRAWAL OF BID**
 - 4.4.1 A bid may not be modified, withdrawn or cancelled by the Bidder during the time stipulated in the Advertisement for Bids, for the period following the time and bid date designated for the receipt of bids, and the Bidder so agrees in submitting his Bid, except in accordance with Act 111 of 1983 which states, in part, "Bids containing patently obvious mechanical, clerical, or mathematical errors may be withdrawn by the Contractor if clear and convincing sworn, written evidence of such errors is furnished to the public entity or Owner within forty-eight hours of the bid opening excluding Saturdays, Sundays and legal holidays".
 - 4.4.2 Prior to the time and date designated for receipt of Bids, Bids submitted early may be modified or withdrawn only by notice to the party receiving Bids at the place and prior to the time designated for receipt of Bids. A change shall be so worded as not to reveal the amount of the original bid.
 - 4.4.3 Withdrawn bids may be changed, re-sealed, and resubmitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders and all of the Bidding Documents and Contract Documents.
 - 4.4.4 Bid Security shall be in an amount sufficient for the Bid as modified or resubmitted.

SECTION 5 CONSIDERATION OF BIDS

- 5.1 **RECEIPT OF BIDS**
 - 5.1.1 All properly identified Bids received on time will be opened publicly and will be read aloud as specified in the Advertisement for Bids.
 - 5.1.2 Bids without Louisiana Contractor's license numbers on the bid envelopes may be opened and may be read aloud if it is thought that the proposed Project may be under \$50,000.00. Said Bids may be acceptable if the Bids are under \$50,000.00 and they meet all requirements of the Contract Documents.
- 5.2 **REJECTION OF BIDS**
 - 5.2.1 The Owner will have the right to reject any or all Bids and in particular to reject a Bid not accompanied by a required bid security or data or information required by the Bidding Documents or reject a Bid which is in any way incomplete, irregular, or not in compliance with the Contract Documents.
- 5.3 **ACCEPTANCE OF BID (AWARD)**

- 5.3.1 Determination of the low Bidder shall be on the basis of the sum of the Base Bid, and the Alternates accepted by the Owner, (if any).
- 5.3.2 The Owner reserves the right to accept or reject alternates which, in the Owners judgement, is in the Owner's own best interest.
- 5.3.3 If the Owner decides to accept one (1) or more Alternates, (if any), and if accepting certain Alternates determines a low bidder, Alternate(s) will be accepted in numerical order.
- 5.3.4 If the Owner decides to accept one (1) or more Alternates, (if any), and if accepting certain Alternates does not determine a low bidder, Alternate(s) may be accepted out of numerical order.

SECTION 6 POST-BID INFORMATION

6.1 CONTRACTOR'S QUALIFICATION STATEMENT

- 6.1.1 Upon request by the Architect or the Owner, Bidders may be required to submit properly executed AIA Document A 305, Contractor's Qualification Statements. In addition, any bidder may be required, at the discretion of the Owner, to furnish evidence satisfactory to the Owner that his proposed subcontractors have sufficient means and experience in the types of work called for to assure completion of the contract in a satisfactory manner.
- 6.2 At the Pre-Construction Conference, the contractor shall submit the following information to the Architect.
 - 6.2.1 A designation of the work to be performed by the Contractor with his own forces.
 - 6.2.2 A breakdown of the contract cost attributable to each item listed in the Schedule of Values Form (attached). No payments will be made to the Contractor until this is received.
 - 6.2.3 A list of names and business domiciles of all Subcontractors, manufacturers, suppliers or other persons or organizations (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the work. It is the preference of the Owner that, to the greatest extent possible or practical, the Contractor utilize Louisiana and St. Tammany Parish Subcontractors, manufacturers, suppliers and labor.

SECTION 7 PERFORMANCE AND PAYMENT BOND & INSURANCE

7.1 BOND REQUIREMENTS

- 7.1.1 The Contractor shall furnish and pay for a performance and payment bond written by a company licensed to do business in Louisiana, and shall be countersigned by a person who is contracted with the surety company or bond issuer as an agent of the company or issuer, and who is licensed as an insurance agent in this state, and who is residing in Louisiana, in an amount equal to the 100% of the Contract amount to guarantee delivery of completed work under contract and payment for labor and materials. These bonds shall be written on A.I.A. Document A312, Current Edition. No company, regardless of size or financial rating, will be allowed to write its own bonds. The Surety Company shall have an A.M. Best Company minimum rating with a minimum financial size in accordance with the General Conditions. Bonds must be accompanied by letter stating bonding company's current rating for verification prior to acceptance by the Owner and execution of the formal Owner/Contractor agreement.

7.2 TIME OF DELIVERY

- 7.2.1 The Bidder shall hand deliver the specified required bond(s) to the Owner prior to the Owner's

signing of the Contract. The Bidder shall be responsible for picking up a copy of the Contract from the Architect and delivering same to the bonding agency, securing the required, signed bond(s) and delivering same to the Architect and Owner in a very timely manner.

- 7.2.2 The bond(s) shall be dated on the date of commencement of Work indicated in the Contract.
- 7.2.3 The Bidder shall require the Attorney-in-Fact who executes the required bond(s) on behalf of the surety to affix thereto a certified and current copy of his power of Attorney.
- 7.2.4 Original insurance certificates, signed in ink, indicating amounts of insurance required, Louisiana Workmen's Compensation, and all other specified insurance shall be presented to the Owner with the bond(s). Copies of originals and "faxed" copies of certificates of insurance are not acceptable.
- 7.2.5 No actual physical on-site work shall begin prior to securing specified insurance and bonds.

SECTION 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

8.1 FORM TO BE USED

- 8.1.1 Unless otherwise specified, the form of the Contract to be used shall be AIA Document A101, Standard Form of Agreement between Owner and Contractor, 2007 Edition where the basis of payment is a Stipulated Sum. The agreement form will be prepared by the Architect for the Owner and issued to the Contractor for execution and returned to the Owner for signature. Executed bonds and insurance certificate must be submitted to the Owner by the Contractor within ten (10) days of the date of the Notice of Award.

8.2 AWARD

- 8.2.1 If awarded, the Contract will be let to the lowest responsible bidder whose base bid is within the project budget and is able to furnish satisfactory surety company bonds. Before award of the Contract, the successful bidder shall furnish to the Owner a certified copy of the minutes of the corporation or partnership meeting which authorized the party executing the bid to sign on behalf of the Contractor. Should all bids exceed the project budget, award will be made at option of the Owner to the lowest responsible bidder whose base bid is within funds available.

SECTION 9 ENVIRONMENTAL CONSIDERATIONS

- 9.1 Inspection and Testing for Asbestos Content of Building Materials:

NOTICE!

Building materials which are scheduled to be incorporated into the work under the agreement shall first either be certified by the Manufacturer to be asbestos free or be inspected and tested by accredited parties and certified to be free of asbestos content in accordance with by EPA, AHERA, and 1982 School Rules.

Materials shall not be incorporated into the work prior to the receipt of either manufacturer certification or accredited laboratory test results indicating the building material is asbestos free. Copies of the test reports shall be furnished to the Owner and the Architect.

The Owner reserves the right to inspect and take samples at random at the job site. Materials containing asbestos shall be removed immediately at the Contractor's expense using current EPA protocol for the removal of asbestos containing materials.

**SECTION 10
ADDITIONAL BIDDER INFORMATION**

10.1 Bidding Document may be obtained from the Architect:

Firm Name: St. Tammany Fire Protection District No 1 Headquarters
Contact Name: Chad Duffaut
Address: 522 Robert Blvd
City, Louisiana Zip Code: Slidell, La 70458
Phone:
E-mail: cduffaut@slidellfire.org

10.1.1 A plan deposit of \$400.00 is required for each set of complete bidding documents requested. No partial sets will be issued.

10.1.2 Deposits on the first set of documents issued to bonafide prime bidders (bidders submitting bids for the entire project on the specified project bid forms) will be fully refunded (100%) upon return of complete bound documents, received by the architect in good condition no later than ten (10) days after the bid date as specified in the Advertisement for Bids. All other sets of documents will be refunded (50%) of the deposit upon return of complete bound documents, received by the architect in good condition no later than ten (10) days after the bid date as specified in the Advertisement for Bids.

**SECTION 11
POST-BID SUBMITTAL FORMS**

11.1 Only the apparent low bidder is required to submit the following completed forms within ten days after bid opening. These blank forms are included in the project specifications manual.

- Attestation Clause Form
- Verification of Employees Affidavit
- Non-collusion Affidavit

11.2 The Bidder SHOULD NOT include these forms in the bid envelope.

11.3 The apparent low bidder has a maximum of 10 days from the bid opening to produce any required post bid submittal forms. If the apparent low bidder does not submit the proper information or documentation as required by the bidding documents with the ten-day period, such bidder shall be declared non-responsive, which will result in the automatic disqualification of the bid.

END OF INSTRUCTIONS TO BIDDERS