

SECTION 00100

INSTRUCTIONS TO BIDDERS

1.0 DEFINITIONS

- 1.1 Definitions in AIA Document A201 "General Conditions of the Contract for Construction," 2017 Edition, apply to this Section.
- 1.2 Bidding Documents include Instructions to Bidders, the Bid Proposal Form, and the proposed Contract Documents, including any Addenda issued prior to receipt of bids. The Instructions to Bidders and the Bid Proposal Form will not become part of the Contract Documents.
- 1.3 Addenda are written or graphic instruments issued prior to execution of the Owner-Contractor Agreement to clarify, revise, add to, or delete information in original Bidding Documents or previous Addenda. Addenda will become part of the Contract Documents when the Agreement is executed.

2.0 EXAMINATION OF CONDITIONS AND DOCUMENTS

- 2.1 The Bidder is responsible for visiting and examining the site conditions and reviewing the Bidding Documents.
- 2.2 If Bidder is unclear as to the true meaning of the Bidding Documents, then Bidder must submit a written request to the Owner's Representative for an interpretation as stipulated elsewhere in these Instructions to Bidders. No additional costs will be allowed by Bidder's failure to thoroughly examine site conditions and review Bidding Documents.

3.0 PREBID CONFERENCE

- 3.1 A Prebid Conference will be held for this Project on a date and place to be determined.

4.0 QUALIFICATIONS OF BIDDERS

- 4.1 Any invited and prequalified Bidder may submit a Bid provided:
 - 4.1.1 Bidder can provide documented evidence of financial responsibility.

- 4.1.2 Bidder can secure a bond for the full value of the Project from a reputable bonding source licensed in the State of North Carolina.
 - 4.1.3 Bidder has a documented record of successful and timely completion of projects similar to the scope and complexity of this Project.
 - 4.1.4 Bidder has a qualified staff and is properly equipped to perform the work.
- 4.2 Each Bidder, and Bidder's proposed Subcontractors, Sub-Subcontractors, and lower tiers of Sub-Subcontractors shall be properly licensed under the federal, state, and municipal laws governing each respective trade in the area in which the Project is located.
- 4.3 If Bidder believes there may be a question concerning Bidder's qualifications, Bidder may ask for an opinion from the Owner's Representative at any time prior to submitting a Bid.
- 4.4 Before awarding a Contract, the Owner may require the apparent low bidder to furnish the following:
 - 4.4.1 A financial statement showing Bidder's assets and liabilities, current within 10 days of the bid opening, or other financial information satisfactory to the Owner.
 - 4.4.2 The name and home office address of the Surety proposed and the name and address of the responsible local claim agent.

5.0 ADDENDA

- 1.1 Changes to the Bidding Documents will be in the form of written Addenda issued by the Architect to all invited Bidders.
- 1.2 Bidder will be solely responsible for determining receipt of all Addenda.
- 1.3 Bidder may submit a written request to the Owner's Representative for interpretations as to the true meaning of any of the Bidding Documents, provided that such request is submitted not later than seven (7) calendar days prior to the date set for receipt of bids.

- 1.4 No information in oral, telephonic, or telegraphic form shall be binding unless affirmed by Addendum.

6.0 PREPARATION OF BID

- 6.1 Bids shall include sales, use, and all other applicable taxes.
- 6.2 All blank spaces on the Bid Proposal Form shall be completely filled in. Bid prices shall be typed or printed in both words and figures. In case of conflict between words and figures, the words, unless obviously incorrect, shall govern.
- 6.3 All signatures shall be in ink and the name of the persons signing shall also be typed or printed below the signature.
- 6.4 Any alteration of the Bid Proposal Form will be grounds for rejection of the submitted Bid.

7.0 BID BOND

- 7.1 A Bid Bond will not be required for this Project.

8.0 SUBMISSION OF BIDS

- 8.1 Each bid shall be submitted via email to pparks@RoomsToGo.com.
- 8.2 Bids may be mailed to Rooms To Go to the Attention of Mr. Harmon Jones. Bids may also be hand delivered at this address. Regardless of manner of delivery, any Bid received after bid time may not be accepted. The Bidder alone is solely responsible for timely delivery of bid.
- 8.3 **A list of Subcontractors names for the principal portions of the work for Owner review for acceptability. Prior to the award of the Contract, the Owner's Representative will notify the bidder in writing of any Subcontractors then rejected by the Owner. Subcontractors accepted by the Owner shall be used on the work for which they were proposed and accepted and shall not be changed except with the written notification by the Owner's Representative of the Owner's approval.**

9.0 WITHDRAWAL AND MODIFICATION OF BID

- 9.1 Bids may be withdrawn on personal, written, or telegraphic requests received from bidders prior to bid time. Withdrawn bids may be resubmitted up to bid time. Negligence or error on the part of the

bidder in preparing his bid confers no right for withdrawal of the bid after it has been received. No bid may be withdrawn for 30 consecutive calendar days after bid time.

- 9.2 Modifications in writing or by telegraph for bids already submitted will be considered if received prior to bid time, but will not be considered after. Failure of the bid modification to be delivered on time will not confer on the bidder the right to modify it or withdraw it later.

10.0 OPENING OF BIDS

- 10.1 Bids will be opened and reviewed privately.

11.0 REJECTION OF BIDS

- 11.1 The Owner reserves the right to reject any and all bids and to waive any and all technical defects in the execution of, and information in, the submission of any bid.

12.0 AWARDING OF CONTRACT

- 12.1 The successful bidder will be required to sign a Contract with the Owner on a modified AIA Document A101 "Standard Form of Agreement Between Owner and Contractor", 2017 edition.

13.0 SUBMISSION OF POST-BID INFORMATION

- 13.1 Upon request by the Owner's Representative, the selected bidder shall within 7 consecutive calendar days thereafter submit the following:

13.1.1 Statement of items of work performed by Bidder's own forces, and by Bidder's Subcontractors.

~~13.1.2 A list of Subcontractors names for the principal portions of the work for Owner review for acceptability. Prior to the award of the Contract, the Owner's Representative will notify the bidder in writing of any Subcontractors then rejected by the Owner. Subcontractors accepted by the Owner shall be used on the work for which they were proposed and accepted and shall not be changed except with the written notification by the Owner's Representative of the Owner's approval.~~

- 13.1.3 Notarized certification that the Contractor is capable of bonding the project for the full contract amount. The certification shall attest that the bonding company is currently licensed to provide the required bond instruments in the State of North Carolina and shall include the bonding company's current rating.
- 13.1.4 A Preliminary Bar Chart Schedule outlining the critical dates such as: notice to proceed, shop drawing approval, completion of various stages of construction, substantial completion, punch list correction period, and final completion date.
- 13.1.5 A preliminary Application for Payment together with a Schedule of Values prepared in accordance with the CSI Masterformat. Include a separate line item each for labor and materials as requested.

END OF SECTION 00100