

**INSTRUCTIONS TO BIDDERS**

**THE FOLLOWING INSTRUCTIONS SHALL BE ADHERED TO IN THE PREPARATION OF THE BIDS.**

**ARTICLE 1 – DEFINITIONS**

1.1 Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Advertisement or Invitation to Bid, Instructions to Bidders, the Bid Form, Bid Bond and other sample bidding and contract forms included within the Project Manual. The proposed Contract Documents include, without limitation, the form of Agreement between the Owner and Contractor, Conditions of the Contract (General Conditions), Statutory Requirements, Performance Bond, Payment Bond, Drawings, Specifications and all Addenda issued prior to receipt of Bids.

1.2 Definitions set forth in the General Conditions of the Contract for Construction, AIA Document A201-2007, or in other Contract Documents are applicable to the Bidding Documents.

1.3 Addenda: written or graphic instruments issued by the Architect prior to the execution of the Contract, which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.

1.4 Bid: a complete and properly executed Bid Form to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

1.5 The Base Bid: the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids.

1.6 An 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 the Work, as described in the Bidding Documents, is accepted by the Owner.

1.7 A Unit Price is an amount proposed by Bidders and stated in the Bid as a price per unit of measurement for materials, equipment or services that will be added to or deducted from the Contract Sum by Change Order in the event the estimated quantities of Work stipulated in the Contract Documents are increased or decreased.

1.8 A Bidder is a person or entity who has registered its intent to submit a Bid with the Architect, and who submits a Bid, and who meets the requirements set forth in the Bidding Documents.

1.9 Owner: The term "Owner" as used in the Bidding and Contract Documents refers to The Cocalico School District, 800 South 4<sup>th</sup> Street, Denver, PA 17517-1199.

1.10 Architect: The term "Architect" as used in the Bidding and Contract Documents refers to AEM Architects, Inc., 3700 Perkiomen Avenue, Reading, PA 19606.

1.11 Civil Engineer: The term "Civil Engineer" as used in the Bidding and Contract Documents refers to Wilkinson Apex Engineering Group, LLC., 374 Circle of Progress Drive, Pottstown, PA 19464.

1.12 Engineer: The term "Engineer" as used in the Bidding and Contract Documents refers to Consolidated Engineers, 1022 James Drive, Leesport, PA 19533.

1.13 Structural Engineer: The term "Structural Engineer" as used in the Bidding and Contract Documents refers to WZG Structural Consulting Engineers, Inc., 1137 N. Gravel Pike, Zieglerville, PA 19492-0024.

1.14 Contractor: The term "Prime Contractor" or "Contractor" as used in the Bidding and Contract Documents refers to the Contractor to whom an award is made to perform the Work and has entered into a direct contract agreement for construction activities with the Owner.

**ARTICLE 2 – BIDDERS REPRESENTATIONS**

2.1 The Bidder, by making a Bid, represents that:

2.1.1 The Bidder has visited and fully examined the site during the Bid period to ascertain conditions likely to be encountered.

2.1.2 The Bidder has visited the Project site, has familiarized itself with the local conditions under which the Work is to be performed such as locations, accessibility and general character of the site or building, the character and extent of existing Work within or adjacent to the site and any other Work being thereon at the time of submission of its Bid, and has correlated its observations with the requirements of the Contract Documents. The prevailing minimum wages as predetermined by the Pennsylvania Department of Labor and Industry shall be paid to Workmen employed in the performance of these Contracts.

2.1.3 The Bidder has carefully examined all Drawings, Specifications and all other Bidding Documents and Contract Documents for the entire Project, including all Drawings and Specifications for other portions of the of the Project (if any) being bid concurrently or presently under construction and that they are suitable and sufficient to enable the Contractor to complete the Work in a timely manner for the Contract Sum they propose and that they include all Work, whether or not shown or described, which may be reasonably inferred to be required for the completion of the Work in full compliance with all applicable standards, codes, laws, ordinances, regulations, and/or requirements of any authority having jurisdiction over the Project or portion thereof. The Bidder further acknowledges that it will coordinate its Work with that of the other Contractors and/or Subcontractors on the Project, including, without limitation, any Contractors and/or Subcontractors performing Work being bid concurrently with this Project or presently under construction and the Bidder has taken such obligation into account in submitting its Bid.

2.1.4 The Bidder has ascertained all requirements, conditions to be encountered, and character, quality, quantities of Work, and materials needed to fully complete all Work and that they have familiarized themselves with all existing conditions including, without limitation, all applicable laws, permits, codes, ordinances, rules, and regulations that will affect the Work. The Bidder has taken all steps necessary to satisfy itself as to the conditions of the Project and to include in its Bid sufficient allocations for unknown or unidentified conditions.

2.1.5 The Bid is made in compliance with the Bidding Documents.

2.1.6 The Bid is based upon the materials, equipment and systems required by the Bidding Documents without exception.

2.1.7 The Bidder is aware and has been advised that the Contractor is solely responsible for initiating, maintaining and supervising all safety precautions and programs required under its portion of the Work and their Subcontractors and Sub-subcontractors Work and that the Contractor shall review, evaluate and take into consideration these requirements when making its Bid.

2.1.8 The Bidder is aware and has been advised that Subcontractors and Sub-subcontractors shall be given these requirements for bidding purposes so as to ensure consistency and Contract adherence.

2.1.9 The Bidder will require each Subcontractor and each Sub-subcontractor, through legally enforceable written Contracts, to meet all of the responsibilities of the Contractor with respect to any portion of the Work performed by any Subcontractor or Sub-subcontractor.

2.1.10 No allowance or concession will be made to the Contractor who claims lack of knowledge or information necessary to complete the Work or ignorance of Contract requirements or Project site conditions.

2.1.11 The Bidder acknowledges that it is its responsibility to resolve disputes and coordinate with all Contractors and Subcontractors (whether or not the Owner is a party to a contract with such Contractors or

Subcontractors) which have performed or are performing Work at the Project. Similarly, each successful Bidder is responsible to such Contractors and Subcontractors which have performed or are performing Work at the Project if the Bidder's actions or omissions cause any damage or delay to such Contractors or Subcontractors.

2.1.12 The Bidder is thoroughly familiar with all conditions effecting labor at the Project, including, but not limited to, unions, incentive pay, procurement, living and commuting conditions, and wage decisions applicable to the Work. The Bidder assumes responsibility to the Owner for all costs resulting from the failure to verify all conditions effecting labor. The Bidder is responsible for the maintenance and observance of sound labor practices by itself and its Subcontractors, and shall take all steps reasonably necessary to avoid labor disputes and the potential delay and disruption arising therefrom.

2.1.13 The submission of a Bid shall constitute conclusive evidence of compliance by such Bidder with above responsibility, and any claims relating to the established Contract price, at any future time, for labor, equipment or materials required or for difficulties encountered which would or could have been foreseen had the Bidder so complied with its responsibility to ascertain all conditions, and review all Bidding Documents, will not be recognized by the Owner.

2.2 The Contract will be entered into by the Owner with the understanding that the Contractor, prior to submission of the Bid, has become completely acquainted with the requirements of the Bidding and Contract Documents, Drawings and Specifications, conditions of the site, all utilities in existence to which connections are to be made, and all other requirements of the Contract, and that the Contractor has obtained all information necessary for completion of the Work on or before the date specified. The Contractor shall not at any time after execution of the Contract set up any claims whatever based upon insufficient data or incorrectly assumed conditions, nor shall the Contractor claim any misunderstanding in regard to the nature, conditions or character of the Work to be performed under the Contract, and the Contractor shall assume all risks resulting from any changes to the conditions which may occur during the progress of the Work.

2.3 By submission of a Bid, the Contractor acknowledges that the Contract Documents are full and complete and sufficient to have enabled the Contractor to accurately and fully determine the cost of the Work and that the Bidding Documents are sufficient to enable the Contractor to construct the Work indicated therein in accordance with applicable laws, statutes, ordinances, codes, building codes, and regulations of any federal, state, local, or any other governmental authority having jurisdiction and otherwise fulfill all obligations under the Contract Documents.

### **ARTICLE 3 – BIDDING DOCUMENTS**

#### **3.1 EXAMINATION OF DOCUMENTS AND SITE**

3.1.1 Drawings, Specifications and other documents constituting the Bidding Documents may be examined without charge at AEM Architects, Inc., 3700 Perkiomen Avenue, Reading, PA, 19606. All Bidders shall register with AEM Architects, Inc., by providing a non-refundable payment of one hundred dollars (\$100), either by cash or check, payable to AEM Architects, Inc. (no credit cards), along with the email address for the Bidder's contact person. Upon receipt of payment, the Bidder will be registered and an email will be sent to the Bidder's contact person containing instructions for accessing an electronic copy of the Bidding Documents, including the official bid form(s). Additional project and bidding information can be found at [www.aem-arch.com/bidding](http://www.aem-arch.com/bidding).

3.1.2 Bidders shall use complete sets of Bidding Documents in preparing Bids; neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents. Bidders shall check their sets of Bidding Documents for missing pages to be certain they have complete sets. Check Table of Contents and Schedule of Drawings pages carefully, immediately after securing the Project Manual. Notify the Architect in writing about any discrepancies, at least seven (7) days before the Bid Due Date. Bidders shall be responsible for checking Drawings and Project Manual, as no allowance or concession will be made to a Contractor who claims missing portions of Bidding Documents.

3.1.3 Copies of the Bidding Documents made available on the above terms are for the purpose of obtaining Bids on the Work. No license or grant of use is conferred by issuance of copies of the Bidding Documents.

3.1.4 An AHERA Compliance letter was provided by the District, indicating the building is "asbestos free." The letter will be provided to all registered Bidders as part of the electronic documents issued for bidding. This letter is for reference only and is not part 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 being bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall at once report to the Architect errors, inconsistencies or ambiguities discovered.

3.2.2 Bidders and Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which shall reach the Architect at least seven (7) days prior to the date for receipt of Bids.

3.2.3 All interpretations, corrections and changes of the Bidding Documents will be made by issuance of written Addendum. Interpretations, corrections and changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon them.

3.2.4 Official Addenda issued to Bidders during the Bid period by the Architect listing revisions and changes required shall become a part and take precedence over original Drawings, Specifications and other documents constituting the Bidding Documents as though originally included therein and shall be so honored by Bidders in preparing their Bids.

- .1 Addenda will be delivered via email transmission to all who are known by the Architect to have received a complete set of Bidding Documents.
- .2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.
- .3 No Addenda will be issued later than three (3) calendar days prior to the date for receipt of Bids except for the following reasons: withdrawing the request for Bids and/or postponing the date for receipt of Bids and/or clarification or interpretation of Project issues.
- .4 Each Bidder shall ascertain prior to submitting a Bid that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

### **3.3 SUBSTITUTIONS**

3.3.1 Bids shall be submitted only on the basis of materials, products or equipment specified in the Specifications, on the Drawings, or as named by Addenda pursuant to requests for approval.

- .1 Various materials, products or equipment specified in the Specifications or on the Drawings by name or description, are provided for the purpose of establishing a standard of quality, cost, design, dimension, appearance, and required function. It is not the intent to limit the acceptance of materials, products or equipment specified, but rather to name or describe a material, product or piece of equipment as the absolute minimum standard that is desired and acceptable. Where proprietary names are used, whether or not followed by the words "or approved equal", they shall be subject to equals only as approved by the Architect and/or engineer prior to the date for receipt of Bids.
- .2 The Contract Documents have been prepared to provide for the incorporation of at least one of the specified items or assemblies of every category of materials, products or pieces of equipment. In the event that incorporation of an equal or substituted item or assembly into the Work will require revisions or additions to the Work of other construction contracts, the Contractor electing to use such materials, products, or assembly shall include the cost of such revisions or additions to the Work in their Bid.

3.3.2 If any Bidder wishes to substitute equipment or materials believed to be equal to those specified, the Bidder shall make a request in writing to the Architect for approval of such substitute equipment or materials at least ten (10) calendar days prior to the date for receipt of Bids, following the rules stated hereafter. If the Architect should approve of such substitute equipment or materials, an Addendum evidencing such approval will be promulgated by the Architect and issued to all prospective Prime Bidders of whom the Architect has a record.

- .1 All requests for substitutions shall be accompanied by manufacturer's literature, specifications, drawings, catalog cuts, samples, performance data, list of Work completed in area of Project, and other references or information necessary to completely describe the item. Requests not meeting all these requirements may be rejected without evaluation.
- .2 If, in opinion of the Architect, insufficient information and data accompanies the request or for any other reason, the Architect may approve a manufacturer only as a source of supply reserving evaluation of the product or material until after award of Contract. If, during subsequent evaluation, the Architect finds the substitute product or material not equal to or exceeding the requirements of the Contract Documents, the Contractor shall not use the material or product and such action shall not be cause for change in the Contract Sum.
- .3 A statement setting forth changes in other materials, equipment or other portions of the Work including, without limitations, changes in the Work of other contracts that incorporation of the proposed substitution would require shall be included. The burden of proof of the merit of the proposed substitution is upon the Bidder. The Architect's decision of approval or disapproval of a proposed substitution shall be final and binding.
- .4 Manufacturers, manufacturer's representatives, dealers, distributors, suppliers, and subcontractors shall not direct or make requests to substitute equipment or materials. All requests shall originate from a Prime Bidder.
- .5 Substitutions will not be considered if, for their implementation, they require a substantial revision of the Contract Documents in order to accommodate their use.
- .6 No substitutions will be considered after the Contract award unless specifically provided in the Contract Documents.

#### **ARTICLE 4 – BIDDING PROCEDURES**

##### **4.1 PREPARATION OF BIDS**

4.1.1 The Bid Form within the Specifications is for the information and convenience of Bidders and is not to be detached, filled out, or executed. Separate copies will be supplied to all Bidders by the Architect.

4.1.2 Bids shall be fully executed and submitted in triplicate on the Bid Form supplied by the Architect, or on exact copy thereof. Only official Bid Forms issued by the Architect shall be used; no consideration will be given to Bids submitted otherwise.

4.1.3 All blanks on the Bid Form shall be legibly executed in a non-erasable medium. Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures. In case of discrepancy between the two, the amount written in words shall govern.

4.1.4 Interlineations, alterations and erasures must be initialed by the signer of the Bid.

4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change."

4.1.6 The required Noncollusion Affidavit shall be submitted with the Bid.

4.1.7 The Bidder shall sign and execute the Bid Form properly, in accordance with the following:

- .1 If the Bidder is an individual, the Bid Form shall be executed by that person; the signature shall be witnessed; the business address shall be stated and any trade name employed in the conduct of the business shall be stated.

- .2 If the Bidder is a partnership, the Bid Form shall be executed in the name of the partnership by each of the partners, the signatures of the partners shall be witnessed, and the business name and address of the partnership shall be stated.
- .3 If the Bidder is a corporation, the Bid Form shall be executed in its name and in its behalf: (A) by the President or a Vice President and attested by the Secretary or an Assistant Secretary and the corporate seal shall be affixed; or (B) by a duly authorized agent of the corporation whose authority to act, as of the date of Bid, shall be established by proof, in form satisfactory to the Owner, submitted with the Bid. The business address of the corporation and the state of incorporation shall be stated.

4.1.8 No Contract will be awarded to a Bidder who is a foreign corporation or is operating under fictitious name, unless the Bidder has complied with proper registration under Commonwealth of Pennsylvania laws.

4.1.9 Bids which contain any omission, additions or deductions not called for, conditional, voluntary, Bidder-originated, or uninvited alternate Bids, irregularities of any kind, or Bids otherwise irregular and which are not accompanied by Bid Security in the form and as required by Contract Documents, may be rejected as informal. Bids in which Bid prices are obviously unbalanced may be rejected. Bid shall not contain any recapitulations of the Work to be done. The Bidder shall make no stipulation on the Bid Form nor qualify its Bid in any manner.

4.1.10 Bidder shall include in its Bid, without limitation, all Federal, Commonwealth of Pennsylvania (including, without limitation, Pennsylvania Sales Tax, to the extent applicable), County and Municipal taxes imposed by law and all such taxes must be collected and paid for by the Contractor.

## **4.2 BASIS OF BIDS**

4.2.1 Bids shall be based upon Drawings, Specifications and other documents constituting the Bidding Documents referred to in the Advertisement, bound herewith, including, without limitation, related Addenda issued by the Architect.

4.2.2 All Bids shall be irrevocable for sixty (60) days after Bid opening date, unless the award of the Contract is delayed due to required approvals of other governmental agencies, or sale of bonds, in which case, Bids shall be irrevocable for one hundred twenty (120) days in compliance with Pennsylvania Senate Bill No. 68, Act 1978-317, approved November 26, 1978.

4.2.3 Only segregated Bids, on a lump-sum basis, will be accepted for the following separate construction Contracts:

- Contract No. 1: General Construction
- Contract No. 2: Plumbing Construction
- Contract No. 3: HVAC Construction
- Contract No. 4: Electrical Construction

4.2.4 There shall be no cash allowances for any purpose included in the Bid for this Project. There may be specific allowances for material and labor noted in the Specifications to be included in the Base Bid. These may be for specific parts of the Work, such as rock excavation, which cannot be fully defined until after construction has begun. The scope of these allowances is specifically noted and the Bidder shall include the cost of this specific Work in the Base Bid or Alternate Bid as defined in these Bidding Documents. These predetermined allowances shall be solely owned by the Owner and as such the Owner shall have sole discretion relating to the use or manner of spending these predetermined allowances. Furthermore, any unused portion of the allowance at the end of the Project shall be credited back to the Owner via a deduct Change Order, reducing the overall Contract Price accordingly.

4.2.5 Unit Prices stated on the Bid Form shall include, without limitation, all profit, overhead, bonds, insurance, taxes, labor, materials, plant, equipment, and tools necessary and required to fully complete the Work item, as specified in details for the Work item in the Contract Documents.

- .1 The Unit Prices stated on the Bid Form are subject to approval and acceptance by the Owner. The Owner reserves the right to reject any Unit Price which is unreasonable or unbalanced, as compared with prevailing costs, or as compared with the Unit Prices submitted by other Bidders for this Project. The Owner reserves the right to ask for a revised Unit Price before or after the Contracts are signed.

4.2.6 The Scope of the Work of each requested Alternate is described in the Bidding Documents. Alternate prices shall be stated on the Bid Form indicating the amount or amounts, as applicable, which shall be added to or deducted from the Base Bid for each Alternate specified.

4.2.7 Bidders are hereby informed that they are expected to respond to every Alternate listed on the Bid Form, even if acceptance or rejection of an Alternate will not change the Bid amount. Bidders are also advised that only those Alternates listed on the Bid Form will be considered when selecting the successful Bidder.

#### **4.3 BID SECURITY**

4.3.1 Each Bid shall be accompanied by a Bid Security in the amount of 10% of the Base Bid naming the Owner, as defined previously in these Instructions to Bidders, as Obligee. Bid Security shall be in the form of a certified check, bank cashier's check, trust company treasurer's check, or a Bid Bond on the form provided to Bidders and executed by Corporate surety qualified to do business in Pennsylvania. If Bid Security is in the form of a Bid Bond, only official Bid Bond forms issued by the Architect shall be used; Bid Bond submitted otherwise may be cause for rejection of Bid.

- .1 In the event that a Bid Bond is submitted with the Bid, the Attorney-in-Fact who executes the Bond on behalf of the Surety shall affix to the Bond a certified and current copy of the power of attorney, evidencing the authority of the agent of the surety to execute the Bid Bond.

4.3.2 Bidders shall guarantee that if they are notified of the intention of the Owner to award a Contract to the Bidder, the Bidder, within the time specified, will furnish the required Performance Bond and Payment Bond and, if the Bid is accepted, will furnish the required insurances and enter into a formal Contract with the Owner, otherwise the Owner may retain the Bid Security as liquidated damages, not as a penalty.

- .1 Failure to secure a Performance Bond and a Payment Bond and Insurance Certificates or to execute Contract within the specified time period shall constitute a default by the Bidder and the Owner may, at their sole discretion, award the Contract to the next lowest responsible Bidder or re-advertise for Bids, and the defaulting Bidder shall pay to the Owner the difference between the amount of the Bid and any higher amount for which the Owner may contract for the required Work, plus any advertising or Architect fees, legal fees or other expenses incurred by reason of the default. The Bid Security of such defaulting Bidder or, as the case may be, the amount recovered from the Surety of such Bidder, shall be applied on account of said damages; and, if the amount of said difference, plus such expenses, exceeds the amount of such Bid Security or recovery, the defaulting Bidder shall pay to the Owner the full amount of the excess.

4.3.3 Bid Security checks will be returned to all except three (3) lowest Bidders within ten (10) days after Bid opening, others returned within two (2) days after Owner signs a Contract with successful Bidder, but in no event exceeding one hundred twenty (120) days after Bid opening. No interest will be given for Bid Security checks held by Owner.

#### **4.4 SUBMISSION OF BIDS**

4.4.1 Bidder's three (3) fully executed Bids, each accompanied by Bid Security, Agreement of Surety, and Noncollusion Affidavit, shall be enclosed in a sealed opaque envelope identified as follows:

BID FOR CONTRACT NO. \_\_\_\_\_

\_\_\_\_\_ CONSTRUCTION CONTRACT

FOR \_\_\_\_\_  
(Name of Project)

FROM \_\_\_\_\_  
(Name of Bidder)

\_\_\_\_\_  
\_\_\_\_\_  
(Address of Bidder)

4.4.2 If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

4.4.3 Bids shall be deposited at the designated location prior to the time and date for receipt of Bids. Bids received after the time and date for receipt of Bids will be returned unopened. The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

4.4.4 Oral, telephonic, telegraphic, facsimile, or other electronically transmitted bids will not be considered.

#### **4.5 CONTRACTOR'S QUALIFICATION STATEMENT**

4.5.1 Bidders shall submit with their Bid, a fully executed and notarized AIA Document A305 2020, Contractor's Qualification Statement, including Exhibits A-E as stated below:

Exhibit A – General Information (information for Sections A.3.3 and A.3.4 is not required)  
Exhibit B – Financial and Performance Information  
Exhibit C – Project-Specific Information (information for Section C.5.1 is not required)  
Exhibits D and E – Past Project Experience (Provide information for previous five (5) and current calendar years. In lieu of these Exhibits D/E, a company form containing all information listed in Exhibits D/E, will be acceptable. If using Exhibits D/E, continue sequence for as many Exhibits as is required to provide Project experience for time frame indicated.)

#### **4.6 WITHDRAWAL OF BID**

4.6.1 Bidders will be given permission to withdraw any Bid after it has been received by the Owner, provided the Bidder, or an agent duly authorized to act in the Bidder's behalf, appears at the meeting place of the Owner designated for receipt of Bids with written request signed by the Bidder prior to the time set for the opening of Bids. At the time set for the opening of Bids, the withdrawn Bid will be returned to the Bidder and will not be read at the Bid opening.

4.6.2 A Bidder may withdraw its Bid within two (2) business days after the Bid opening time in accordance with Senate Bill No. 793 of the General Assembly of the Commonwealth of Pennsylvania approved January 23, 1974, and Pennsylvania Statute 73 P.S. Section 1602.

#### **4.7 GOVERNING LAWS AND REGULATIONS**

4.7.1 Bids shall be submitted on the basis of full and total compliance with all local, Federal and Commonwealth of Pennsylvania laws, regulations, statutes and requirements pertaining to this project. Bidders shall refer to the "Statutory Requirements", Section 00 82 00, bound within the Project Manual for additional provisions. Specific attention is drawn to the following requirements that apply to this project:

Arrest/Conviction Report and Certification (Act 24)  
Criminal Background Check (Act 34)  
Criminal History (Act 114)  
Criminal History Information (Section 111 of the Public School Code of 1949)  
Child Abuse History (Act 151)  
Public Works Employment Verification Act  
PA Sexual Misconduct/Abuse Disclosure (Act 168)  
Pennsylvania Prevailing Wage Act

#### **4.8 LIQUIDATED DAMAGES**

The Agreement for each Contract will include a stipulation that delineates the Contractor and its Surety's responsibility relative to liquidated damages. This specific language is indicated in Article 9.11 of the General Conditions of the Contract.

#### **4.9 PRE-BID CONFERENCE**

A Pre-Bid Conference will be held as stated in the Advertisement.

### **ARTICLE 5 – CONSIDERATION OF BIDS**

#### **5.1 OPENING OF BIDS**

Unless stated otherwise in the Advertisement for Bids, the properly identified Bids received on time will be opened publicly and will be read aloud. A Bid Tabulation summary of the Bids will be prepared by the Architect and made available to Bidders.

#### **5.2 REJECTION OF BIDS**

5.2.1. The Owner reserves the right to reject any or all Bids, or any parts thereof or items therein, reject a Bid not accompanied by a required Bid Security, or by other data required by the Bidding Documents, or reject a Bid which is in any way incomplete or irregular. The Owner reserves the right to waive technicalities, informalities, or irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's own best interests but the Owner is under no obligation to do so. Owner reserves the right to reject a Bidder if the Bidder is not in a position to perform the Contract or has previously failed to perform similar contract Work properly or complete Work on time. Each Bidder shall be prepared to submit evidence of experience, qualifications and financial status upon request. If a Contract is awarded, it will be to the party declared by the Owner to be the lowest responsible Bidder, provided the Bid is reasonable and in the Owner's best interest to accept.

5.2.2 Bids may be rejected if they show any omission, alteration of form, additions or deductions not called for, conditional or uninvited alternative Bids, or irregularities of any kind.

5.2.3 More than one Bid for one Contract from an individual, partnership, corporation, or an association under the same or different names will be grounds for the rejection of all Bids in which such Bidder is interested. Any or all Bids will be rejected if there is reason for believing that collusion exists among any of the Bidders. Participants in such collusion will not be considered in future Bids. Each Bidder is required to properly execute and submit the Noncollusion Affidavit Form provided by the Architect together with its Bid.

5.2.4 If for any reason whatsoever, the Owner rejects Bidder's Bid, Bidder agrees that it will not seek to recover profits on Work not performed nor will it seek to recover its Bid preparation costs.

### **5.3 ACCEPTANCE OF BID (AWARD)**

5.3.1 It is the intent of the Owner to award a Contract to the lowest responsible Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Owner shall have the right to waive informalities or irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's own best interests.

5.3.2 The Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the low Bidder on the basis of the Base Bid and Alternates accepted which in Owner's judgment, is in the Owner's best interest.

5.3.3 In the event more than one Contractor submits a Bid that results in a tie, or the combined sum of Alternates selected by the Owner results in a tie, the tie will be broken by declaring the lower bid to be the bid from the Contractor who has the highest combined sum of all allowances in its Bid.

## **ARTICLE 6 – POST-BID INFORMATION**

### **6.1 EXECUTION OF CONTRACT**

6.1.1 It is intended the contract be awarded by the Owner to the lowest responsible Bidder within sixty (60) days of the date of Bid opening or all Bids shall be rejected except as otherwise provided in these Instructions.

- .1 If the award is delayed by a required approval of another government agency, the sale of bonds, the award of a grant or grants, the Owner shall be allowed one hundred twenty (120) calendar days from date of Bid opening within which to reject all Bids or award the Contract to the lowest responsible Bidder. For delay of award beyond sixty (60) days, an extension of Contract Time will be granted for the first phase only. No consideration of change in the Contract sum will be made due to impact of the award delay.
- .2 Thirty (30)-day extensions of the date for the award may be made by the mutual written consent of the Owner and the lowest responsible Bidder.
- .3 Failure of the Owner to comply with the above requirements, unless the successful Bidder waives such non-compliance by written notice to the Owner, shall release the successful Bidder from any liability in respect to its Bid or Contract as the case may be, and entitle all Bidders to the immediate return of any bonds or Bid Security posted in connection with the Bid or Contract.

6.1.2 It is intended to award a Contract within sixty (60) days after Bids are received, and to send out a written notice to proceed within thirty (30) days thereafter.

- .1 If written notice to proceed with Contract Work occurs more than ninety (90) days after receipt of Bids, the Contract time will be extended by an equal number of days delayed.

6.1.3 After approval of the required Performance Bond, Payment Bond and insurance, the Owner will make an award of Contract and notify the Contractor in writing of the time and place for Contract signing.

### **6.2 OWNER'S FINANCIAL CAPABILITY**

6.2.1 The Work to be performed for this Project is public Work and may be financed by the Owner (a public body) by issuance of certain bonds, the issuance of which is subject to various qualifications and restrictions. The Owner in good faith intends to consummate such financing, but its ability to do so is subject to many factors beyond its control. It is therefore expressly understood and agreed to by each Bidder that, notwithstanding any other provision of the Contract Documents, the Owner may cancel any award made by it or cancel any Contract entered into with any Bidder without liability to the Bidder, at any time before the Bidder has been given written notice to proceed and has actually begun Work under the Contract, if financing satisfactory to the Owner cannot reasonably be consummated as contemplated or if any court of competent jurisdiction shall enjoin or otherwise prohibit the Owner from proceeding with the Work.

6.2.2 The Bidder shall have the right similarly to cancel the Contract without further obligation, if they have not received written notice to proceed within thirty (30) days following the award of the Contract.

## **ARTICLE 7 – PERFORMANCE AND PAYMENT BOND**

### **7.1 BOND REQUIREMENTS**

7.1.1 The apparent successful Bidder shall, within ten (10) days after receipt of Notice of Intent to Award, submit the required Performance Bond and Payment Bond, on the forms provided by the Architect, in the amount of One Hundred Percent (100%) of the proposed Contract Sum (Sections 756 and 757 of the Public School Code of 1949, as amended, and the Public Works Contractors Bond Law of 1967) shall be named as Obligee under the Performance Bond and Payment Bond. Contractor shall furnish Certificate of Insurance as outlined in the General Conditions. Three (3) copies of the required Performance Bond, Payment Bond and certificates of insurance shall be submitted to the party stated in the Notice of Intent to Award. All required Performance Bond, Payment Bond and insurance shall be issued by companies authorized to transact business in the Commonwealth of Pennsylvania and in accordance with the Contract Documents.

The carriers from whom the Bidder has purchased the required Performance Bond and Payment Bond must be listed in the most recent U.S. Treasury Department Circular and the amount of said bonds in question must not exceed the acceptable limit therein recommended for bonds.

- .1 In the event the successful Bidder shall fail to furnish the required Performance Bond, Payment Bond and insurance within the required time, the Owner has the option of declaring the Bidder in default in which case the amount of the Bid Security shall be forfeited to the Owner or, in the alternative, of allowing the successful Bidder additional time in which to secure required Performance Bond, Payment Bond and insurance.
- .2 The Performance Bond and Payment Bond shall be dated on or after the date of the Contract. The Bidder shall require the Attorney-in-Fact who executes the required Performance Bond and Payment Bond on behalf of the Surety to affix thereto a certified and current copy of the power of attorney.

7.1.2 Bond of a Contractor who is foreign corporation shall meet Pennsylvania Act of June 10, 1974, P.L. 493 requirements. Bond shall state that Contractor or the Contractor's Surety, shall not be discharged from bond liability, nor bond surrendered, until Contractor files with Owner a certificate from Pennsylvania Department of Revenue evidencing payment in full of all bonus taxes, penalties and interest, and until Contractor files with Owner a certificate from Pennsylvania Department of Labor and Industry evidencing payment in full of all unemployment compensation, contributions, penalties and interest due from Contractor or any of the Contractor's subcontractors for labor employed.

## **ARTICLE 8 – CONTRACT SCHEDULING AND NO DAMAGES FOR DELAY**

### **8.1 CONTRACT SCHEDULING**

8.1.1 Time is of the essence in completing all Work under the Contract. The Work shall be completed within the schedule stipulated in the Bidding Documents. If it becomes necessary in the opinion of the Owner to postpone the Project or any phase of the Work, then the Owner may authorize an extension of the Contract Time. An extension of the Contract Time shall not be cause for an increase in the Contract Sum paid to the Contractor. The Contractor shall begin Work within the time period set forth in the Contract Documents or if no time period is set forth therein, then within five (5) days from the date of issuance of the Notice to Proceed by the Owner.

END OF DOCUMENT