

**SECTION 00 2000
INSTRUCTIONS TO BIDDERS**

**COUNTY OF SAGINAW – THE DOW EVENT CENTER
BID PACKAGE #1
PHASE 3 CAPITOL UPGRADES**

1. Preparation of Proposals

County of Saginaw (also referred to as the “Owner”), William A. Kibbe (also referred to as the “Architect”), and Spence Brothers (also referred to as the “Construction Manager”) shall be referred as such throughout the Instructions to Bidders and CM Project Manual.

Spence Brothers’ Procore project management site is the official location for all bidding documents and related correspondence for this project. This includes, but is not limited to notices, drawings, specifications, project manuals, addenda, clarifications, etc.

It is each bidder’s responsibility to make sure they have received (any) addenda issued for this project.

Bids on Proposal Forms identical to the forms included in the bidding documents shall be filled in completely including any applicable alternate prices and unit prices. Bid amounts must be in words as well as figures. Proposals that are not filled in completely may be rejected. Bid Proposal Form MUST be uploaded into Procore with your electronic bid submission.

Proposals may be rejected which do not include a bid amount, PLM bond cost, bid bond, noted addenda (if any), noted alternates (if any), percentages for changes in the work, or a signed proposal form. Proposals that contain qualifications and/or modifications to the base proposal may also be rejected. The Owner reserves the right to reject any or all bids in whole or in part and waive any informality herein.

Signatures must be in long hand and executed by the principal duly authorized to make contracts. The bidder’s legal name must be fully stated.

If a contractor elects to bid more than one bid category, then a separate proposal form must be submitted for each bid category.

Bid proposals shall be received from contractors only via Procore. All other contractors and suppliers shall submit their bids to invited contractors. Bid proposals will be opened publicly. Email and fax bids are unacceptable.

Bid proposals will be received from trade contractors submitting only complete bids against a bid category. All other subcontractors and suppliers shall submit their bids to the trade contractors. All bids received after the bid due time on the bid due date will not be accepted.

Proposals must be submitted as specified in the “Invitation for Bids”. Submission time for each Bidder’s proposal will be recorded based on time stamp of submission within Procure.

BIDS WILL BE PUBLICLY OPENED. The Owner complies with all federal and state laws and regulations including the requirement not to contract with sanctioned individuals or companies.

The successful selected Bidder, for each bid category, will be required to furnish a cost breakdown for their respective bid category. Each bid category will be required to furnish separate costs on the schedule of values, as part of your pay application, for each type of work as follows.

2. Discrepancies and Questions

All questions regarding discrepancies or ambiguities in or omissions from the contract documents shall be forwarded to Spence Brothers in writing at once, or in any case, not less than seven (7) days before the bid due date. Spence Brothers shall forward all questions to the Architect (except those regarding delineating scope of work between bid categories). After these are reviewed and where information sought is not clearly indicated or specified, a written addendum or clarification to all bidders of record shall be issued. The Owner, Architect, or Spence Brothers not shall be responsible for any oral instructions.

3. Examination of Site

It shall be understood that each Bidder has been given the opportunity to visit the site and knows the conditions under which the work will be done. Lack of such knowledge will not constitute a basis for any claims whatsoever for extra compensation or extension of time.

4. Work by Owner

All item on drawings marked “N.I.C,” “By Owner,” or otherwise designated to be furnished or accomplished by others are for purpose of location and information only and are not included in the Contract.

5. Proposal Price

Each bidder affirms that he has been given the opportunity to familiarize himself with all of the Contract Documents, and agrees that the cost of all Work specifically called for, or reasonably inferred, has been included in the proposal price.

6. Taxes

Each bidder shall include in his proposal, and agrees to pay all fees and taxes, including Sales and Use, which he may be required to pay in connection with the performance of the contract. Also, all contributions for unemployment compensation, health and welfare, old age benefits, or other purposes now or hereafter effective during the term of the contract, and the Owner and Construction Manager shall not be liable for any additional charges therefore.

7. Alternates

Alternates are indicated on the Proposal Form. Each bidder is required to review these Alternates and submit an ADD or DEDUCT cost for any Alternates affecting the work in the Bid Category they are bidding. If the Alternate does not apply, so indicate with Not Applicable (N/A) in the space provided.

8. Voluntary Alternates

Voluntary Alternates will not be considered during the contract award process. All bids shall be in compliance with the Bid Documents. In the event a bidder wishes to propose an alternative material or method, such alternate shall be identified on the Proposal Form as a Voluntary Alternate. Voluntary Alternates shall not be included in a base bid amount. The Owner reserves the right to accept or reject any Voluntary Alternate.

9. Bonds

Bid Bonds are required with the proposal. Bid Security by a qualified surety authorized to do business in the State where the Project is located and in the amount of five percent (5%) of the Base Bid shall accompany each proposal or proposal combination. The Bid Security may be in the form of a Bid Bond, Cashier's Check, or Money Order. Personal checks are NOT acceptable. Bids may not be withdrawn for a period of sixty (60) days after the bid date.

Performance and Payment Bonds may be required from Trade Contractors on this Contract. Bidders are required to furnish the cost of Performance and Payment Bonds in the amount of 100% of their bid in accordance with Section 00 6100 – Bonds of this Project Manual. Cost for said bonds is not to be included in the base bid, but shall be quoted as requested on the Proposal Form in Section 00 4000.

10. Coordination with All Trades

Drawings and specifications are issued as a complete bound set, including civil, architectural, structural, mechanical, and electrical work, to all bidders. Bidders or sub-bidders for each trade are responsible for informing themselves of work by other trades and of their own responsibility in coordination and interfacing involved.

11. Indemnification and General Liability Insurance

The successful trade contractor shall agree to indemnify and hold harmless the Owner, Architect, and Spence Brothers from and against any and all general liability claims whatsoever arising out of or occurring during and occasioned directly or indirectly by its negligence or fault. Prior to entering into a contract, the successful trade contractor shall provide evidence satisfactory to the Owner, Architect, and Spence Brothers of adequate general liability insurance coverage in this regard, naming the Owner, Architect, and Spence Brothers as additional insured. The Trade Contractor shall also provide evidence of Worker's Compensation Insurance in the amounts required by the State of Michigan.

12. Equal Employment Opportunity Clause

The Owner is an equal opportunity employers and non-discriminatory in their policies and practices.

In the performance of any contract, or purchase order resulting herefrom, the bidder, contractor, subcontractor, or vendor agrees and covenants not to discriminate against an employee or applicant for employment for any reason directly or indirectly related to employment, because of race, color, religion, national original, age, sex, handicap or disabled or Vietnam era veteran status.

The provisions of Section 202 of Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and 38 USC2012, the Vietnam Era Readjustment Assistance Act of 1974, as amended, are incorporated herein by specific reference.

The bidder, contractor, subcontractor, or vendor agrees to and is in compliance with other Federal, State, and local law, published rules, regulations, directives, and orders that govern equal opportunity in matters related to employment.

13. Minority Subcontractors and Suppliers

Applicants are urged to utilize the services of minority subcontractors and suppliers where possible in the pursuance of this project.

14. Non-Collusion Clause

By submitting and signing this proposal, the applicant declares that neither the firm nor agents of the firm's business or any other members of the proposed team have entered into any collusion or agreement concerning any aspect of the proposal.

15. Legal Structure and Authority

Each proposal shall include the legal name of the organization and a statement as to whether or not it is a sole proprietorship, a partnership, a corporation, or any other legal entity. A proposal by a corporation shall also give the state of incorporation and have a corporate seal affixed, identify the principal place of business and its registered office in the State of Michigan. Each proposal shall be signed by the person legally authorized to bind the contractor to a contract.

16. Compliance with Law

The applicant shall be required to comply with all applicable provisions of Federal, State, or Local law, both in its response hereto and in provision of services.

17. Proposal Held Open

No applicant shall be permitted to withdraw their proposal for a period of sixty (60) days after the time and date as set forth above. All proposals shall remain valid and binding for that period of time.

18. Reservation of Rights

- a) The Owner reserves the right to accept any proposal or proposals in whole or part, to negotiate further regarding any terms of the proposal with one or more applicants to achieve the best proposal as determined by the Owner at its sole discretion, and to reject any or all proposals, for any reason whatsoever, should it be deemed in the best interest to the Owner to do so.
- b) Negotiation, if undertaken by the Owner, is intended to result in a contract which is deemed by the Owner in its sole discretion to be in the Owners' best interest. Any such negotiation will use the selected proposal or proposals as a basis to reach a final agreement, if possible.
- c) The Owner reserves the right to include in the contract for services other terms and conditions not specifically set forth here.
- d) The Owner reserves the right to waive or disregard any informality, irregularity, or deficiency in any proposal.

19. Contract Agreement

The successful trade contractors will be assigned as subcontractors to the Construction Manager, who will direct, supervise, coordinate and manage the project.

20. Cancellation of Project

The Owner reserves the right to cancel the project and contract at any point. The contractor will be reimbursed for work performed up to cancellation based upon the amount of work completed.

21. Combined Bids

If a contractor chooses to submit a Combined Bid, they must still submit individual bids on separate bid forms for the respective bid categories they are including in their Combined Bid. The Combined Bid amount shall be included on all individual bid forms. Each individual bid must be complete without exclusions or qualifications.

22. Proof of Competency of Bidder

- a) A bidder or sub-bidder or supplier may be required to furnish evidence satisfactory to the Owner and Construction Manager that he has sufficient means and experience in the types of work called for to assure completion of the Contract in a satisfactory and timely manner.
- b) Bidder to whom award is contemplated will be required to furnish the following information:
 - 1. Plan to man the project to meet the critical milestone schedule dates.
 - 2. Proposed Construction Schedule detailing their respective Bid Category work, indicating the given milestone dates.

- c) Bidder to whom award is contemplated may be required to furnish the following information:
 - 1. Financial Statement - corporation/business.
 - 2. Performance record, including past and present projects, amount of contracts, present completion, owner, architect.
 - 3. Itemized list of equipment.
 - 4. List of owners and key personnel with their background and experience.

- d) Bidder to whom award is contemplate may be required to furnish the following information:
 - 1. OSHA 300 and 300A Log from the last three years.
 - 2. EMR from the last three years.
 - 3. List of any OSHA violations in the last three years.
 - 4. List of any fatalities in the last five years.

23. Award of Contract

It is the Owner's intent to award a contract to the lowest responsible and competent bidder provided the bid has been submitted in accordance with the requirements of the bidding documents and does not exceed the funds available for construction. The Owner reserves the right to award to the bidder which in his judgment has submitted the bid which is in the Owner's best interest.

24. Responsible Contractor Policy Form

Before contract award, applicable subcontractors must fill out a Pre-Qualification Form (PQF) and submit it to: County of Saginaw, ATTN: Kelly Suppes, 111 S. Michigan Avenue, Saginaw, MI 48602. The form will be available for downloading in the documents folder on the bidding tab in Procore.

25. Bid Qualifications

Bidders are to bid complete Bid Category only, without qualifications or exclusions. Bidders are to submit proposals for only bid category(s) for which they are qualified to bid.

26. Michigan Products

All prime bidders and their subcontract bidders and suppliers shall utilize Michigan made products whenever possible where price, quality and performance are equal to or better than non-Michigan products.

27. Warranty

All work shall be guaranteed for a period of one (1) year, unless more specifically stated in the contract documents, from the date of substantial completion of the entire work in this bid package as determined by the Architect, and all service within that period shall be rendered without charge to the Owner. This does not apply to any specified extended manufacturer's warranties.

END OF SECTION 00 2000