



**SECTION 00 11 16
INVITATION TO BID**

03/28/2022

Re: *Shawnee Mission School District Westridge Middle School Renovations & Addition
9300 Nieman Rd Overland Park, KS. 66214*

Ladies and Gentlemen:

You are invited to Bid on the following Scope(s) of Work for the construction of the following Project. The following list highlights information associated with the Project that may be helpful in your bidding process. You should review the Bidding Documents in their entirety to ensure that your Bid is complete, responsive and acceptable.

PROJECT NAME SMSD Westridge Middle School Renovation & Addition

PROJECT DESCRIPTION Contract structure of this project is Construction Manager – Agency. Payment and performance bond costs shall be included in the overall bid price. This will be a public bid opening and be read aloud via Microsoft Teams Meeting. Bidders are required to submit a bid bond with their bids. No modifications or exclusions to the bid documents or scopes of work are allowed.

This project includes multiple interior room/bathroom renovations that must be completed prior to school beginning in the fall of 2022. Renovations include demolition of walls, flooring, ceilings, MEP and replacement with new walls and finishes. The existing exterior entry canopy will become an enclosed new space for the building and an additional canopy inside of the courtyard will be built for an outdoor learning space. This bid is for the Finish Carpentry package only.

PRE-BID CONFERENCE

BIDDING DOCUMENTS Bid Documents may be viewed/obtained electronically at via the ‘Building Connected’ online platform. Bids are to also be submitted via Building Connected platform.

BID FORM Bids shall be submitted on the Bid Form provided in Sections 00 41 23 or 00 41 26 **without modification, alteration, condition or reservation** and with each space properly completed in ink or by typewriter. Include all required attachments. Bids not in this form may be rejected as nonresponsive. **Hard copies of physical sealed bids are not required to be submitted. Rather, submit your bids via the Building Connected Website. This platform allows electronically sealed bid submissions. You must upload an electronic copy of the provided bid form, bid**

bond, and scope of work when your bid is submitted. Scopes that contain mark-ups or clarifications will be considered non-responsive.

BID BONDS

Bid Bonds are required on this Project. The Bid Bond shall be provided pursuant to the Instructions to Bidders and in the form attached in Section 00 43 13.

PUBLIC BIDDING

This Project is a public project governed by competitive bidding requirements. Any modification, clarification or deviation from the Bid Form or Scope of Work Bid Package could cause the Bid to be rejected as nonresponsive.

Any clarifications, mark-ups, or exclusions submitted with your bid cannot be incorporated into your final contract with SMSD.

BID DUE DATE

Bids will be received until the Bid Times stated below on **Friday, 04/01/22 at 10:00 AM**. Bids will be received on behalf of the Owner by Construction Manager at Shawnee Mission School District Center for Academic Achievement 8200 W. 71st St, Overland Park, KS 66204. **PLEASE NOTE:** Bids are to be uploaded and submitted via Building Connected by **10:00 AM** and the results will be read aloud via virtual Microsoft Teams meeting shortly following. **The link to the virtual meeting will be included in the MESSAGES section of Building Connected and can be re-sent if needed.**

. Please direct the Bid(s) to the attention of Reed Beebe and include SMSD Bid# 22-020 on the cover of the virtually sealed bid.

LENGTH OF VALIDITY OF BID

All Bids shall be valid for acceptance by the Owner for a period of **[Sixty (60)] calendar days** after submission of the Bid(s).

INTERPRETATION AND ADDENDA

Requests for interpretations, clarifications, corrections or changes of the Bidding Documents must be made in writing at least **[seven (7) calendar days]** prior to the date for receipt of Bids. No Addenda will be issued later than **[two (2) business days]** prior to the date for receipt of Bids except for the limited situations set forth in the Instructions to Bidders.

SUBSTITUTIONS

Substitutions will be allowed as provided in the Instructions to Bidders and pursuant to Division 01.

INSURANCE REQUIREMENTS

Insurance requirements are included in the Prime Contract, General or Supplemental Conditions.

PREVAILING WAGES

Prevailing wages are not required on this Project.

LIQUIDATED

Liquidated damages are set forth in the General Conditions.



SMSD Westridge Middle School Renovations & Addition

DAMAGES

MBE/WBE GOALS MBE/WBE goals are not required on this Project. However, it is requested that Bidders actively solicit minority contractors, suppliers and their organizations.

TAXES/EXEMPTIONS This Project is exempt from state sales and use tax. See Instructions to Bidders for more information.

OTHER SPECIAL REQUIREMENTS Construction Management Safety Requirements.

QUESTIONS Direct questions to Austin.Panko@jedunn.com or at 816-588-4283.

BID SCHEDULE:

Sealed bids will be received by the Construction Manager on behalf of the Owner on Bid Due Date per the following schedule:

Bid Package No.	Scope of Work	Bid Time
06E	Finish Carpentry	10:00 AM

All times are local time. Bids will be publicly opened and read aloud. Bids received after the times listed above for the particular Scope of Work will be unopened. Bids shall be in accordance with the Instructions for Bidders. **Submit bids virtually via Building Connected. We will also accept physically sealed bids. Telephoned, faxed or emailed Bids will not be accepted.**

NOTE: EACH BID SHALL BE ACCOMPANIED BY BID SECURITY AS DEFINED HEREIN AND A COPY OF THE SCOPE OF WORK FOR THE BID PACKAGE. EACH BID MUST ALSO INCLUDE THE COST OF A PAYMENT AND PERFORMANCE BOND.

BID DOCUMENTS:

Bid Documents are available for review via BUILDING CONNECTED. Contact Austin Panko with questions.

Sincerely,

Austin Panko
J.E. Dunn Construction Company

cc: File

SECTION 00 21 13 INSTRUCTIONS TO BIDDERS

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1. GENERAL

1.1. The Project is being constructed under a Construction Management-Agency delivery method with the work being performed by multiple-prime contractors contracting directly with the Owner. The Construction Manager has been engaged for this Project to serve as an advisor to the Owner and to provide assistance in administering the Contract for Construction between the Owner and each Contractor, according to a separate contract between the Owner and Construction Manager.

1.2. The Owner is accepting Bids for the Scope(s) of Work identified in the Invitation to Bid on a Lump Sum basis.

1.3. Bidders are required to study carefully and conform to these instructions in order that their Bid(s) be complete, responsive and acceptable.

2. DEFINITIONS

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

2.2. The Agreement or Prime Contract is the form of agreement between Owner and Contractor included in the Contract Documents.

2.3. An Alternate Bid or 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 and the Specifications, is accepted by the Owner.

2.4. The Architect is the architectural firm identified herein which has entered into a contractual agreement with the Owner to provide certain design services for the Project. The term Architect shall also refer to its subconsultants.

2.5. The Base Bid is 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 deleted for sums stated in Alternate Bids and Unit Prices.

2.6. A Bid is the offer of a Bidder submitted on a complete and properly executed Bid Form stating the sum(s) for performing the Scope(s) of Work set forth in the Bid Form submitted in accordance with the Bidding Documents.

2.7. A Bidder is a person or entity who submits a Bid for the Scope(s) of Work set forth in the Bid Form.

2.8. Bidding Documents include the Bidding Requirements, Contract Documents and other

documents included in the Project Manual which govern the bidding process.

2.9. The Bidding Requirements consist of the Invitation to Bid, Instructions to Bidders, the Bid Form, and other sample bidding and contract forms contained in the Project Manual and all Addenda.

2.10. As further discussed herein, the Bid Security shall be the submission of an approved Bid Bond, Cashier's Check or Certified Check furnished by the Bidder and made payable to the Owner for the amount stipulated in the Instructions to Bidders.

2.11. The Contract Documents consist of the form of Agreement or Prime Contract, Conditions of the Contract (General, Supplementary and other conditions), Drawings, Specifications, all Addenda issued prior to execution of the Contract and all other documents identified in the Agreement.

2.12. The Contractor or Trade Contractor or Prime Contractor shall refer to the entity that will enter into an agreement directly with the Owner to provide labor and material for a particular Scope of Work.

2.13. The Scope of Work is the Work described and identified for a specific aspect of the Project.

2.14. A Sub-bidder is a person or entity who submits a bid to a Bidder for materials or labor for a portion of the Scope(s) of Work.

2.15. The Successful Bidder is the responsible Bidder who submits the lowest and best Bid responsive to the Bidding Requirements and to whom the Owner, on the basis of the Owner's evaluation, will make an award.

2.16. A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment or labor as described in the Bidding Documents.

2.17. The Work means the construction and services required by the Contract Documents including all labor, material, equipment and other services provided or to be provided by the

Contractor to fulfill the Contractor's obligation under the Contract Documents.

2.18. The word furnish when used means furnish completely, including all work and associated costs for: materials, shop drawings, transportation, insurance, field measurements, expediting, shipping, handling, packaging, storage, touch up materials, owners manuals, training, and any other accessories required for a complete installation. Shipping methods and delivery dates for furnished items shall be coordinated with the receiver/ installer and shall include all reasonable provisions required for unloading. (Proper container, lift gate if required.)

2.19. The word install when used means install completely, including all work and associated costs for: receiving, unloading, unpacking, verification of quantity and condition, inventorying, hoisting, rigging, equipment, lifts, storage, hangars, supports, sleeves, coordination, layout, shop drawings, review of shop drawings by others, field measurements, excavation, backfill, dewatering, installation, cutting and patching, firestopping, daily clean up, inspections, documentation, protection of own work and work of others, rough-in, testing, as-built drawings, and all other accessories, services and facilities required for a complete installation. Repair or replace items damaged, misplaced, stolen, or otherwise deemed unfit for installation as determined by the Architect after proper inventorying of materials and/or equipment supplied by others.

2.20. The word provide when used means furnish and install completely, including all work and associated costs for: furnishing, installing, materials, labor, equipment, layout, tools, and any other temporary or permanent facilities required to complete the work.

2.21. Terms of art and other words not specifically defined herein have the same meaning as those used and/or defined in the Contract Documents.

3. THE BIDDING DOCUMENTS

3.1. Bidding Documents will be made available or distributed by the Construction Manager as provided in the Invitation to Bid.

3.2. Bidders shall use complete sets of Bidding Documents in preparing its Bid(s). Neither the Owner, the Construction Manager nor the Architect assumes any responsibility for errors, mistakes, misinterpretations or incomplete Bids resulting from the use of incomplete sets of Bidding Documents.

3.3. In making copies of the Bidding Documents available on the above terms, the Owner does so only for the purpose of obtaining Bids on the Scopes of Work and does not confer a license or grant permission to use for any other reason.

4. EXAMINATION OF BIDDING DOCUMENTS AND SITE

4.1. It is the responsibility of each Bidder, before submitting a Bid, to

4.1.1. 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 Scope of Work for which the Bid will be submitted;

4.1.2. visit and examine the Project site to become familiar with local conditions that may effect cost, progress, performance or furnishing of the services or work;

4.1.3. consider federal, state and local laws and regulations that may affect cost, progress, performance or furnishing of the services or work; and

4.1.4. notify the Construction Manager immediately of all conflicts, errors, inconsistencies or ambiguities discovered in the Bidding Documents.

4.2. SITE INFORMATION

4.2.1. Within the Bidding Documents, there **may** be reports of explorations and tests of subsurface conditions at or contiguous to the site of the Work (“Geotech Reports”). If the

Geotech Reports are not included in the Bidding Documents, they will be made available to Bidders upon request. It is strongly recommended that those who are bidding on a Scope of Work which may be impacted by subsurface conditions should obtain and review the Geotech Reports.

4.2.2. The Bidding Documents **may** identify reports and/or drawings relating to Asbestos, PCB, Petroleum, Hazardous Waste or Radioactive Material (“Hazardous Materials”). Copies of these reports and drawings will be made available to Bidders upon request. Provisions relating to responsibilities for such conditions are set forth in the Contract Documents.

4.2.3. These reports, drawings and other documents referenced in this section are not part of the Contract Documents. Bidders are responsible for any interpretation or conclusion they draw from any technical data or any other data, interpretations, opinions or information contained in such reports or drawings or shown or indicated in other documents related to subsurface conditions or Hazardous Materials.

4.3. Upon reasonable notice, Owner will provide Bidders access to the site to conduct such examinations, inspections and studies as each Bidder deems necessary for the submission of a Bid.

5. INTERPRETATIONS AND ADDENDA

5.1. All questions regarding the meaning or intent of the Bidding Documents are to be directed to the Construction Manager.

5.2. Bidders and Sub-bidders shall promptly notify the Construction Manager of any ambiguity, inconsistency or error which they discover upon examination of the Bidding Documents, the Project site and the local conditions.

5.3. Bidders and Sub-bidders requiring interpretation, clarification, correction or change of the Bidding Documents shall make a written

request which must reach the Construction Manager within the time set forth in the Invitation to Bid.

5.4. Written requests received after the time set forth in the Invitation to Bid may not be answered.

5.5. Interpretations, clarifications, corrections and changes to the Bidding Documents considered necessary by the Architect or Construction Manager in response to such questions or otherwise will be made by Addenda.

5.6. No Addenda will be issued later than the time set forth in the Invitation to Bid except for an Addendum withdrawing the request for Bids or postponing the date for receipt of Bids.

5.7. Notification of Addenda will be faxed or delivered to all who are known to have received a complete set of Bidding Documents.

5.8. Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

5.9. It is the responsibility of each Bidder to ascertain and confirm, prior to submitting a Bid, that the Bidder has received all Addenda issued. The Bidder shall also acknowledge its receipt of all Addenda on the Bid Form.

5.10. Only interpretations, clarifications, corrections and changes made by formal written Addenda will be binding. Interpretations, clarifications, corrections and changes to the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon them.

5.11. In the case of an ambiguity, inconsistency or error in the Bidding Documents that is not clarified by Addendum, the higher quality, more expensive option and greater quantity of Work shall be provided in accordance with the Construction Manager's and Owner's interpretation.

5.12. Failure of a Bidder to notify the Construction Manager of a known ambiguity, inconsistency or error in the Bidding Documents

shall waive the Bidder's right to seek additional time or compensation for such ambiguity, inconsistency or error.

6. SUBSTITUTIONS

6.1. Unless otherwise specifically required, reference in the Specifications to any product, material, equipment, type or form of construction shall establish a minimum standard of quality and shall not be construed as limiting competition.

6.2. The products, materials and equipment described in the Bidding Documents establish a standard of required design, spare parts availability, strength, durability, usefulness, serviceability, operating cost, convenience, and for the purpose intended to be met by any proposed substitution.

6.3. Reference to standard specifications for basic materials shall not be modified for any substitutions proposed.

6.4. No request for substitution will be considered prior to receipt of Bids unless a written request for approval has been received by the Construction Manager within the time set forth in the Invitation to Bid. **Requests for substitution will not be considered when proposed with a Bid.**

6.5. Requests for substitutions will only be considered under the following procedures:

6.5.1. The request is made under the "*or approved equal*" or the "*or approved substitute*" provisions of the Contract Documents.

6.5.2. The request is received within the time period set forth in the Invitation to Bid.

6.5.3. The request includes the name of the material, product, equipment or system for which it is to be substituted, correlated to specification section and page; all basic data and characteristics of the proposed substitute so that a direct comparison may readily be made.

6.5.4. The request fully complies with all other requirements set forth in Division 01.

6.6. It is the sole responsibility of the Bidder making the request to submit complete descriptive and technical information necessary for the Architect to evaluate the substitution.

6.7. The burden of proof of the merit of the proposed substitution is upon the Bidder making the request. **The Architect's decision of approval or disapproval of a proposed substitution shall be final.**

6.8. If the Architect approves a proposed substitution prior to receipt of Bids, such approval will be set forth by written Addendum. An approval of a request for substitution made in any other manner will not be binding, and Bidders shall not rely upon an approval made in any other manner.

6.9. No substitutions will be allowed subsequent to the Contract award unless specifically provided for in the Contract Documents.

7. **PRE-BID CONFERENCE**

7.1. A pre-bid conference will be held at the date, time and location stated in the Invitation to Bid.

7.2. Representatives of Owner, Architect and Construction Manager will be present to discuss the Project and answer questions regarding the Bidding Documents and bidding procedures. All Bidders are encouraged to attend and participate in the conference.

8. **TIME AND PLACE TO RECEIVE BIDS**

8.1. Sealed Bids will be received until the times on the date set forth in the Invitation to Bid. Bids received after these times will not be accepted and returned unopened.

8.2. Deliver sealed bids to the location stated in the Invitation to Bid. Bids delivered to the wrong location will not be considered or accepted. Bids submitted by telephone, fax, email or other methods will NOT be accepted.

9. **THE BID**

9.1. Lump Sum Bids will be received from Bidders for the Scopes of Work identified in the Bidding Documents. A Bid shall include all Work defined within the Scope of Work, including but not limited to the relevant Specification Section(s) and Bidding Documents.

9.2. Bids are to include all labor, applicable taxes, insurance, licenses, permits, tools, equipment, materials, services, supervision, profit, overhead and incidentals necessary or required for the construction of the Scope(s) of Work identified in the Bidding Documents. Bids shall include the cost of complying with the safety requirements contained herein.

9.3. Bids shall include the following documents and attachments:

9.3.1. Bid on the Bid Forms provided in the Bidding Documents

9.3.2. Bid Bond

9.3.3. Bidder's Scope of Work

9.4. **FORM AND STYLE OF BIDS**

9.4.1. Bids shall be submitted on the Bid Form provided **without modification, alteration, condition or reservation** and with each space properly filled in by typewriter or manually in ink and include all required attachments. **Bids not in this form or submitted as a proposal or in a different form may be rejected as nonresponsive.**

9.4.2. Bids shall be submitted electronically via BUILDING CONNECTED. We will also accept sealed physical bids delivered to the Construction Manager in an opaque, sealed envelope, bearing the title of the Work (Bid Package No. and Scope of Work), the name of the Bidder, and shall be addressed as follows:

Shawnee Mission USD No. 512
c/o J.E. Dunn Company
8200 W 71st Street
Overland Park, KS 66204
Attention:Reed Beebe

Bids sent by mail shall be enclosed in a separate mailing envelope with the notation “Sealed Bid Enclosed” on the face thereof.

9.4.3. The Bid shall state the total lump sum price to do all Work described in the Bidding Documents under a single bid package, or at the Bidders option, any combination of bid packages. Dollar amounts shall be stated in both words and figures and, in the case of a discrepancy between the two, the amount written in words shall govern. If the Bidder intends to submit a Combination Bid, it must do so using the Combination Bid form included in the Bidding Documents.

9.4.4. Each Bidder shall bid all Alternates and Unit Prices that pertain to its Scope of Work requested in the Bid Form. The Bid for Alternates and Unit Prices described in the Bidding Documents, shall include all overhead, profit and the cost of all changes required from Base Bid conditions in order to incorporate such Work described.

9.4.5. Each Bid shall be executed and signed (with the name and title typed or clearly printed below the signature) by and in the name of the Bidder.

9.4.5.1. Bids from a partnership shall be signed in the partnership’s name by at least one partner, or in the partnership’s name by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the Bid a Power of Attorney evidencing authority to sign the Bid, dated and executed by all partners of the firm.

9.4.5.2. Bids from a corporation shall have the correct corporate name thereon and the signature of an authorized officer of the corporation manually written below corporate name followed by the words “By _____.” The title of the office held by the person signing for the corporation shall appear below the signature of the officer.

9.4.5.3. Bids from joint ventures shall be signed by each participant in the joint venture or by an authorized agent of each participant.

9.4.5.4. Bids from an individual doing business under a firm name shall be signed in the name of the individual doing business under the proper firm name.

10. BID SECURITY

10.1. A Bid Bond, Cashier’s Check or Certified Check for Bid Security made payable to the Owner in an amount equal to 5% of the Bid amount must be submitted with the Bid, pledging that the Bidder will:

10.1.1. enter into a Prime Contract with the Owner under the terms stated in the Bidding Documents AND

10.1.2. furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder.

10.2. Should the Bidder refuse to enter into such Prime Contract, withdraw its Bid(s) during the acceptance period or fail to furnish such bonds, the amount of the bid security shall be paid to the Owner immediately as liquidated damages, not as a penalty.

10.3. The Bid Bond shall be written on an AIA Document A310, Bid Bond (2010), and 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. A copy of the A310 is included in Section 00 43 13.

10.4. The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until either:

10.4.1. the Prime Contract has been executed and bonds have been furnished;

10.4.2. the specified time has elapsed so that Bids may be withdrawn; OR

10.4.3. all Bids have been rejected.

11. QUALIFICATION OF BIDDERS

11.1. The Bidder must be qualified to perform the Work. The Bidder must demonstrate its ability, experience, efficiency, integrity, reputation, capacity of personnel and financial resources to properly and timely perform the Work described in the Bidding Documents to be considered a responsible Bidder.

11.2. To demonstrate the Bidder's qualification to perform the Work described in the Bidding Documents, the Bidder is strongly encouraged to submit and/or update the necessary information on J.E. Dunn's online Subcontractor Management System located at www.jedunn.com/spq/ or complete the qualification statement included in the Bidding Documents, if provided.

12. BIDDER REPRESENTATIONS

12.1. Each Bidder, by submitting its Bid, represents that:

12.1.1. The Bidder has examined, carefully studied and understands the Bidding Documents, including all Addenda and other related information, and its Bid is made in accordance therewith.

12.1.2. The Bidder has visited the site, has familiarized itself with the local conditions under which the Work is to be performed and has correlated its observations with the requirements of the proposed Contract Documents.

12.1.3. The Bidder is familiar with all federal, state and local Laws and Regulations that may affect cost, progress or performance of the Work.

12.1.4. The Bid is based upon the materials, systems and equipment required by the Bidding Documents without exception unless otherwise approved.

12.1.5. The Bid(s) have been derived at independently without consultation, communication or agreement as to any matter relating to the Bid(s) with any other Bidder or with any competitor.

12.1.6. The Bidder will not later request, and will not later expect to receive, additional payment for work related to conditions which could be determined by examination of the site and the Bidding Documents.

12.1.7. The Bidder will agree to contract under the Contract Documents as provided including project-specific modifications, if any, made at a later time, without clarification or modification.

12.2. By submitting a Bid, the Bidder agrees that any protest, controversy, dispute or claim arising from the Invitation to Bidders, the Bidder's submission of the Bid, the Owner's or Construction Manager's rejection of any Bid and/or the award of a Prime Contract shall be subject to the same dispute resolution requirements as are set forth in the Contract Documents, which are incorporated herein by this reference.

13. MODIFICATION OR WITHDRAWAL OF BID

13.1. Bids may not be withdrawn, modified or canceled for the period of time set forth in the Invitation to Bid following the time and date for the receipt of Bids. If a Bidder withdraws, modifies or cancels its bid during that time period, the amount of the bid security shall be paid to the Owner immediately as liquidated damages, not as a penalty, and the Bidder waives any and all defenses it or its Surety may have to the payment of the bid security.

13.2. Prior to the time and date for the receipt of Bids, any Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder and shall be in accordance with the following provisions.

13.2.1. Facsimile, email or other forms of written notice to modify or withdraw a Bid must be received prior to the date and time for receipt of Bids.

13.2.2. Once the notice to withdraw a Bid is received, the Bid will be removed from the other submitted Bids and returned to the Bidder unopened.

13.2.3. Notices to modify a Bid must be followed by a modified Bid submitted in the form and style set forth herein prior to the date and time for receipt of Bids.

14. REJECTION OF BIDS

14.1. The Owner reserves the right to reject any or all Bids, including, without limitation, the right to reject Bids that are incomplete, irregular, nonconforming, nonresponsive, unbalanced or conditional.

15. ACCEPTANCE OF BIDS (AWARD)

15.1. Bids will not be accepted after the actual time and date established for receipt of Bids.

15.2. In awarding the Prime Contract, the Owner may take into consideration the Bidder's skill, facilities, capacity, experience, responsibility, previous work record and financial standing. The inability of any Bidder to meet the requirements mentioned above may be cause for rejection of the Bid.

15.3. The Owner shall give written notice of the award of the Prime Contract to the Successful Bidder ("Notice of Award").

15.4. Bidder to whom award of Contract is made shall execute the Prime Contract with the Owner and provide all necessary documents within **seven (7) calendar days** after the Notice of Award.

15.5. The Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided for in the Bidding Documents, and to determine the low Bidder on the basis of the sum of the Base Bid and the Alternates accepted.

15.6. It is the intent of the Owner to award a Prime 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.

15.7. The Owner shall have the right to waive informalities or irregularities in any Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's own best interest.

15.8. The Construction Manager and Owner may interview the apparent low Bidder before a Prime Contract is awarded. The interview will enable the Construction Manger and Owner to ask the Bidder questions about materials, labor, duration, Scope of Work, the Contract Documents or the Bidder's Qualifications.

15.9. The Prime Contract may be terminated by the Owner, in its sole discretion, at any time it determines there are insufficient funds on hand in the treasury of said Owner for the lawful purpose of payment obligations of said Owner, due or to become due, under the terms of the Prime Contract.

15.10. The Owner will prepare and forward two (2) original drafts of the Prime Contract with the Notice of Award to the Successful Bidder. Bidder shall return properly executed drafts of these Documents, together with required evidence of insurance and bonds to the Owner within **seven (7) calendar days** of receipt of the Notice of Award.

15.11. SUBMITTALS

15.11.1. Successful Bidders shall, within seven (7) calendar days of the Notice of Award, submit the following information to the Construction Manager in two (2) copies [*OR* electronically in .pdf format]:

15.11.1.1. A designation of the Work to be performed by the Bidder with its own forces.

15.11.1.2. The proprietary names and suppliers of principal items or systems of materials and equipment proposed for the Work.

15.11.1.3. A list of names of the subcontractors or other persons or entities (including those who are to furnish materials

or equipment fabricated to a special design) proposed for the principal portions of the Work.

15.11.2. Successful Bidders will be required to establish, to the satisfaction of the Construction Manager and Owner, the reliability and responsibility of the subcontractors and suppliers proposed to furnish and perform the Work described in the Bidding Documents.

15.11.2.1. Prior to the Notice to Proceed, the Construction Manager will notify the Bidder in writing if either the Owner or Construction Manager, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Construction Manager has reasonable objections to a proposed person or entity, the Bidder may submit an acceptable substitute person or entity with an adjustment in the Base Bid or Alternate Bid to cover the difference in cost occasioned by such substitution.

The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, the Bid Security will not be forfeited.

15.11.3. Persons and entities proposed by the Successful Bidder to whom the Owner and Construction Manager have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Construction Manager.

16. BOND REQUIREMENTS

16.1. The Successful Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder (“Payment and Performance Bonds”). Payment and Performance Bonds may be secured through the Bidder’s usual sources.

16.2. The cost for furnishing such Payment and Performance Bonds shall be included in the Bid.

16.3. Payment and Performance Bonds shall be written on a form and by a surety acceptable to the Construction Manager and Owner. The surety must be rated “A-” or better with a treasury rating less than or equal to the face value of the bond.

16.4. Each Successful Bidder will be required to submit two (2) copies of the Performance and Payment Bonds to the Construction Manager, within seven (7) calendar days of the Notice of Award and, prior to moving on site or beginning Work.

16.5. If the Work is to be commenced prior thereto in response to a letter of intent or limited authorization to proceed, the Bidder shall, prior to commencement of the Work, provide insurance and submit evidence satisfactory to the Owner that such Payment and Performance Bonds will be furnished and delivered in accordance with the Bidding Documents.

16.6. Unless otherwise provided, the bonds shall be written on AIA Document A311/CM, Performance Bond and Payment Bond written in the full amount of the Contract Sum naming the Owner as the obligee. The Payment and Performance Bond forms are included in the Bidding Documents in Section 00 61 13.

16.7. The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

17. FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

17.1. Unless otherwise provided, the Agreement for the Work will be written on the AIA Document A132, Standard Form of Agreement Between Owner and Contractor, where the basis of payment is a Stipulated Sum, as amended and modified, included in Section 00 52 00.

18. TAX EXEMPTION

18.1. Supplies, materials and equipment incorporated into the Project are exempt from