

## INFORMATION AVAILABLE TO BIDDERS

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Orange County Schools / Orange County

A-1. SUBMISSION OF BIDS AND BID OPENING:

- A. Bids will be received by Orange County Schools (OCS) and will be opened and read at the times and places set forth in the Advertisement for Bids. Bidders, or their representative, and other interested persons may be present at the opening of proposals.
- B. In accordance with the instructions in Section 004393 "Bid Packet Requirements", bids shall be submitted in **Two (2)** separate sealed envelopes. The envelopes shall be labelled in accordance with the instructions.
- C. The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.
- D. In accordance with the Advertisement for Bids, bids will be received for a Single Prime Construction Contract.

A-2. BIDDING DOCUMENTS:

- A. Bidding Documents include the Advertisement for Bids, Information for Bidders, Form of Proposal, the Bid Security and the proposed Contract Documents, including any Addenda issued prior to receipt of bids. All requirements and obligations of the Bidding Documents are hereby incorporated by reference into the Contract Documents and are binding on the Successful Bidder upon award of the contract.
- B. Bidders may obtain complete sets of the bidding Documents from the issuing office designated in the Advertisement for Bids in the number and for the price, if any, stated therein.
- C. Bidders shall use complete sets of Bidding Documents in preparing Bids; neither the Owner nor the Design Consultant shall assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- D. The Owner in making copies of the Bidding Documents available on the above terms does so only for the purpose of obtaining Bids on the Work and does not confer a license or grant for any other use.

A-3. DEFINITIONS:A. THE BID:

A Bid is a complete and properly signed proposal to do the work or designated portion thereof for the sums stipulated therein, submitted in accordance with the Bidding Documents and North Carolina law.

B. BASE BID:

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 from which work may be deleted for sums stated in Alternate Bids, if any.

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C. ALTERNATES:

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, is accepted.

A-4. QUALIFICATION OF BIDDER:

- A. If requested by the Owner prior to the signing of the contract, the successful Bidder shall submit a statement of work to be performed by his own forces.
- B. Prior to Contract award or within seven days of the Owner's request to do so, the successful Bidder shall be prepared to demonstrate that his present organization, direct labor force and prior work experience is of adequate size and development to maintain responsible control of the project and to schedule, coordinate and perform the work in an expeditious manner and in accordance with the Contract Documents.
- C. Bidders, whether residents or nonresidents in North Carolina will be required to show evidence of a certificate of registration before their bids will be considered.
- D. The Owner will consider, in determining the qualifications of a Bidder, his record in the performance of any contracts for construction work into which he may have entered with the Owner or with similar public or private bodies or corporations. The Owner expressly reserves the right to reject the bid of any Bidder if such record discloses that such Bidder, in the opinion of the Owner, has not properly performed such contracts or has habitually and without just cause neglected the payment of bills, or has otherwise disregarded his obligations, Subcontractors, material men, suppliers or employees.
- E. The Owner may make such investigation as they deem necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose as they may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of such Bidder, fails to satisfy the Owner that such Bidder is a responsive and responsible Bidder in accordance with N.C. Gen. Stat. 143-128 and 143-129, and the criteria set forth herein. Conditional bids will not be accepted.

A-5. BIDDER'S REPRESENTATIONS:

Each Bidder by submitting a Bid represents that:

- A. Bidder has read and understands that Bidding Documents and their Bid is made in accordance therewith; and Bidder agrees to be bound by the terms and requirements set forth in the Bidding and Contract Documents;
- B. Bidder has visited the site, has familiarized themselves with the local conditions under which the Work is to be performed in accordance with Article A-10 herein, and has correlated their observations with the requirements of the proposed Contract Documents;
- C. Bidder's Bid is based upon the materials, systems and equipment required by the Bidding Documents without exception; and
- D. Bidder has the capability, in all respects, and the moral and business integrity, reliability, technical ability, financial resources, plant, management, superintendence, equipment and

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materials which will assure effective and efficient good faith performance in full compliance with the Contract Documents and with any and all schedules and Milestone and Completion dates required by the Owner. The Bidder acknowledges and represents that they have made allowances for normal inclement weather indigenous to the Project Site, in their estimating, planning and scheduling of the Work. The Bidder hereby certifies that the work shall be completed, in place, in full accordance with the Contract Documents, within the time limits specified.

- E. Bidder agrees that upon receipt of the Notice of Award, they will execute the formal Contract, and will deliver all bonds and proof of insurance coverage as required by the Specifications.
- F. Bidder agrees to execute the formal Contract within ten (10) days from the date of Notice of Award, and in case they fail or neglect to appear within the specified time to execute the Contract, they will be considered as having abandoned the Contract, and the Bid Security accompanying this Proposal will be forfeited to the Owner by reason of such failure on the part of the Bidder.
- G. Bidder has made a good faith effort to solicit Minority Business Enterprises (MBEs) per N.C. Gen. Stat. 143-128.2, as subcontractors. The Bidders shall provide the Owner a notarized affidavit with its bid stating that it made the good faith effort required pursuant to G.S. 143-128.2. The Bidder's failure to file the affidavit with its bid shall be grounds for rejection of the Bid.
- H. Bidder has received the the General Conditions dated December 2020.

A-6. BID SECURITY:

- A. Each bid must be accompanied by (1) cash; or (2) a Cashier's Check or a Certified Check of the Bidder in an amount not less than 5% of the bid, made payable to the Owner; or (3) a bidder's bond on the Bid Bond Form provided herein or on a similar form which in every respect materially complies with said Bid Bond, in the amount of 5% of his bid. For purposes of this provision, the amount of the bid shall be the Base Bid plus all positive amount alternates. The bidder's bond shall be issued by a surety company licensed to conduct business in North Carolina and acceptable to the Owner.
- B. Said bid security is given as a guarantee that the Bidder will enter into a contract if awarded the work and, in the case of refusal or failure to so enter into said contract, the security shall be declared forfeited to the Owner. Such security shall be returned to all but the three lowest Bidders within three days after the opening of bids and the remaining security will be returned within 48 hours after the Owner and the successful Bidder have executed the Contract. If no Contract has been awarded or the bidder has not been notified of the acceptance of his bid within sixty (60) days of the bid opening, the Bidder may withdraw his bid and request the return of his bid security. If, at the Owner's request, the Bidder agrees to extend and maintain his bid beyond the specified 60 days, his bid security will not be returned until the expiration of the period of extension.

A-7. FORFEITURE OF BID BOND:

The Successful Bidder, upon his failure or refusal to execute the Contract within ten (10) days after he has received Notice of Award, shall forfeit to the Owner the security deposited with his bid in accordance with North Carolina General Statute 143-129.

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A-8. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

- A. The contractor will not discriminate against any employee or applicant for employment because of race, handicap, age, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, handicap, age, color, religion, sex or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruiting advertising, layoff or termination rates of pay or other forms of compensation, and selection for training including apprenticeship. The contractor agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of the nondiscrimination clause.
- B. The contractor will in all solicitations or advertisements for employees placed by or on behalf of the contractor state that all qualified applicants will receive consideration for employment without regard to race, handicap, age, color, religion, sex, or national origin.
- C. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the labor union or workers' representative of the contractor's commitments under the Equal Employment Opportunity section of this contract and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. In the event of the contractor's noncompliance with nondiscrimination clauses of this contract or with any such rules, regulations or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further County contracts.
- E. The contractor will include the provisions of this section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Board of County Commissioners of the County of Orange, North Carolina so that such provisions will be binding such subcontractor or vendor.

A-9. MINORITY BUSINESS ENTERPRISES:

- A. Bidders are required to submit information about participating M/WBEs with their bid. Each bidder shall identify on its bid the minority businesses that it will use on the project and an affidavit listing the good faith efforts it has made pursuant to N.C. Gen. Stat. § 143-128.2(f). The information must include the name and address of each M/WBE, a description of the work to be performed by each, and the dollar value of the work to be performed by each. Any bidder who fails to achieve the indicated M/WBE participation goal stated above is required to provide the aforementioned documentation demonstrating that good faith efforts were made in an attempt to meet the established goal. AFFIDAVITS A through D and APPENDIX E are provided to record this information and must be completed as specified and enclosed with your bid. Any bid which does not include M/WBE information and documentation may be considered non-responsive. .
- B. The apparent lowest responsible, responsive bidder, within three (3) business days, shall also provide either (1) an affidavit (Affidavit C) that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, which is equal to or more than the applicable goal or (2) documentation of

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its good faith effort that was identified in the bid to meet the goal (Affidavit D), including any advertisements, solicitations, and evidence of other specific actions demonstrating recruitment and selection of minority businesses for participation in the contract. **Failure to file the required affidavit or supporting documentation that demonstrates that the contractor made the required good faith effort is grounds for rejection of the bid.**

- C. M/WBE: A business which is at least 51% owned and controlled by minority group members or a woman. A M/WBE is bona fide only if the minority group or female ownership interests are real and continuing and not created solely to meet the M/WBE requirement. In addition, the M/WBE must itself perform satisfactory work or service or provide supplies under the contract and not act as a conduit. The contractual relationship must be bona fide.
- D. Owned and controlled: (1) A sole proprietorship legitimately owned by an individual who is a minority group member or female; (2) a partnership or joint venture controlled by minorities and/or females; (3) a corporation or other entities controlled by minorities or females, and in which at least 51% of the voting interests and 51% of the beneficial ownership interests are legitimately held by minorities and/or females. These persons must control the management and operations of the business on a day-to-day basis.
- E. A person who is a citizen or lawful permanent resident of the United States and who is:
  - a. "Black American"; a person having origins in any of the Black racial groups of Africa;
  - b. "Hispanic American"; a person of Spanish culture with origins in Mexico, Central or South America, or the Caribbean, regardless of race;
  - c. "Native American"; a person who is a member or is eligible to be a member of a federally recognized Indian tribe. A federally recognized Indian tribe means an Indian tribe, or band, nation, rancho, pueblo, colony, or other organized group or community, including any Alaska native village, which is recognized by the Secretary of the Interior on October 1, 1985 as having special rights and is recognized as eligible for service provided by the United States to Indians because of their status as Indians, and any tribe that has a pending application for federal recognition on October 1, 1985, as having special rights and is recognized as eligible for services provided by the United States to Indians because of their status as Indians, and any tribe that has a pending application for Federal recognition on October 1, 1985.
- F. During the construction of a project, if it becomes necessary to replace an M/WBE subcontractor, the prime contractor shall advise the owner. No M/WBE subcontractor may be replaced with a different subcontractor except (1) if the subcontractor's bid is later determined by the contractor to be nonresponsible or nonresponsive, or the listed subcontractor refuses to enter into a contract for the complete performance of the bid work or (2) with the approval of the Owner for good cause.

Good faith efforts as set forth in N.C. Gen. State. § 143-131(b) shall apply to the selection of a substitute subcontractor. Prior to substituting a subcontractor, the contractor shall identify the substitute subcontractor and inform the Board or its designee of its good faith efforts pursuant to N.C. Gen. State. § 143-131(b).

- G. If during the construction of a project additional subcontracting opportunities become available, the prime contractor shall make a good faith effort to solicit subbids from M/WBEs.

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A-10. SITE CONDITIONS AND CONDITIONS OF THE WORK:

- A. Each bidder must acquaint themselves thoroughly as to the character and nature of the work to be done. Each bidder furthermore must make a careful examination of the site of the work and inform themselves fully as to the difficulties to be encountered in the performance of the work, the facilities for delivering, storing and placing materials and equipment, and other conditions relating to construction and labor.
- B. No plea of ignorance of conditions that exist or may hereafter exist on the site of the work, or difficulties that may be encountered in the execution of the work, as a result of failure to make necessary investigations and examinations, will be accepted as an excuse for any failure or omission on the part of the successful Bidder to fulfill in every detail all the requirements of the Contract Documents and to complete the work or the consideration set forth therein, or as a basis for any claim whatsoever.
- C. Insofar as possible, the Successful Bidder, in carrying out its work, must employ such methods or means as will not cause interruption of or interference with the work of the Owner or any separate contractor.

A-11. BIDDER'S QUESTIONS, ADDENDA AND INTERPRETATIONS:

- A. Bidders and Sub-bidders shall promptly notify the Design Consultant of any ambiguity, inconsistency or error which they may discover upon examination of the Bidding and Contract Documents or of the site and local conditions. No interpretation of the meaning of the drawings, specifications or other contract documents will be made to any Bidder orally.
- B. Every request for such interpretation should be in writing addressed to the Design Consultant with a copy forwarded to the Owner.
- C. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the Bidding Documents which, if issued, will be transmitted to all prospective Bidders (at the respective addresses furnished for such purposes) not later than three calendar days prior to the date fixed for the opening of bids. Neither the Design Consultant nor the Owner will be responsible for any other explanations or interpretations of the proposed documents. Failure of any Bidder to receive any such addendum or interpretation shall not relieve any bidder from any obligation under its bid as submitted. All addenda so issued shall become part of the Contract Documents.
- D. Each Bidder shall ascertain prior to submitting his bid that it has received all Addenda issued, and shall acknowledge receipt and inclusion in its proposal of all Addenda.

A-12. SECURITY FOR FAITHFUL PERFORMANCE:

The Successful bidder shall furnish a Performance Bond in an amount equal to one hundred percent (100%) of the Contract Sum as security for the faithful performance of this Contract and also a Labor and Material Payment Bond in an amount not less than one hundred percent (100%) of the Contract Sum, as security for the payment of all persons performing labor and furnishing materials under this Contract. The successful bidder shall provide a Performance Bond and a Labor and Material Payment Bond using the forms attached as Exhibits A and B. The Performance Bond and the Labor and Material Payment Bond shall be delivered to the Owner not later than the date of execution of the Contract.

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A-13. TIME FOR COMPLETION AND LIQUIDATED DAMAGES FOR NON-COMPLETION:

The time for completion of this Contract and liquidated damages for non-completion within the stipulated time shall be as fixed in the General Conditions and Supplemental General Conditions.

A-14. LOCATION OF WORK:

The site of the proposed work is on Owner owned property, public streets, easements and/or other right-of-ways, as shown on the drawings.

A-15. LIABILITY INSURANCE AND WORKMEN'S COMPENSATION:

The Successful Bidder will be required to carry public liability and workmen's compensation and other insurance in the amounts and under the terms stipulated under the General Conditions.

A-16. BIDDERS REFERRED TO LAWS:

- A. The attention of Bidders is called to the provisions of all Municipal, County and State laws, regulations, ordinances and resolutions, as well as laws, regulations, ordinance resolutions and permits relating to obstructing streets, maintaining signals, storing and handling of explosives, or affecting the Bidder, or his employees or his work hereunder in his relation to the Owner or any other person. The Bidder shall obey all such laws, regulations, ordinances, permits or resolutions controlling or limiting Contractors while engaged in the prosecution of work under this Contract.
- B. The provisions of this contract shall be interpreted in accordance with the laws of North Carolina and in accordance with the laws, ordinances, regulations, permits and resolutions of Orange County.

A-17. TAXES

All applicable Federal, State and Local Taxes shall be included in the Bidder's proposal. The successful bidder shall provide the Owner with monthly documentation of North Carolina sales taxes paid for all purchases on the project in a form acceptable to the Owner.

Owner has determined this project to be a Capital Improvement as defined by the NC General Statute § 105-164.

A-18. RIGHT TO REJECT BIDS:

The Owner expressly reserves the right to reject any or all bids, to waive any irregularities in the bids received, and to accept that bid which in its sole judgment, best serves the interests of the Owner.

A-19. EQUAL PRODUCTS AND SUBSTITUTIONS:

- A. Whenever possible, the Design Consultant shall specify in the plans the required performance and design characteristics for materials as required by N.C. Gen. Stat. § 133-3. When it is impossible or impractical to specify the required performance and design characteristics for materials, the Design Consultant may use a certain brand, make, manufacturer, article, device, product, material, fixture, form or type construction by name, make or catalog number to convey the general style, type, character and standard

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of quality of the article desired. Unless specifically stated to the contrary, all materials, supplies and articles furnished under this Contract shall, whenever specified and otherwise practicable, be the standard products of recognized, reputable manufacturers. Unless otherwise specifically provided in the Contract Documents, the naming of a certain brand, make, manufacturer or article, device, product, material, fixture or type of construction shall convey the general style, type, character and standard of quality of the article desired and shall not be construed as limiting competition. If approval by the Design Consultant prior to bid opening is desired, the bidder shall request approval in writing at least ten (10) days prior to the bid date. The Design Consultant's approval will be in the form of an Addendum to the Specifications issued to all prospective Bidders indicating that the additional makes or brands are equivalent to those specified. Nothing in this paragraph is intended to restrict or inhibit free and open competition on school system projects.

- B. The bidder may request approval for substitutions of materials or type of construction in writing up to ten (10) days prior to the bid date. The standard for acceptance of substitutions shall be as expressed in Paragraph 4.15 of the contract General Conditions.

A-20. PREPARATION AND SUBMITTAL OF FORM OF BID:

- A. Bids shall be submitted utilizing the Form of Proposal as bound herein, or otherwise provided with the Contract Documents, and shall be complete in every respect. The total bid amount shall be entered in words and figures in the space provided. Where applicable, the unit price or lump sum items, and their extensions, shall be entered in figures in the respective columns provided for each bid item. All entries shall be typewritten or printed in ink. The signatures of all persons shall be in longhand. Any entry of amount that appears on the face of the bid to have involved an erasure, deletion, white-out and/or substitution or other such change or alteration, shall show by them the initials of the person signing the bid and the date of the change or alteration. A failure to comply with this requirement may be cause for disqualification of the bid.
- B. For Unit Price bids, in the event of any discrepancies between the unit prices and the extensions thereof or the total bid amount, the unit prices shall govern. For Lump Sum bids, in the event of a discrepancy between the bid amount in writing and that in figures, the written value shall govern.
- C. Bids shall not contain any restatement or qualifications of work to be done, and alternate bids will not be considered unless called for. No oral bids or modifications will be considered.
- D. The amount of a bid submitted by a subcontractor to the general contractor under the single prime contracting system shall not exceed the total bid.

A-21. MODIFICATION OR WITHDRAWAL OF BID:

- A. A Bidder may withdraw his bid from consideration if such bid was based upon a mistake as provided in North Carolina General Statute 143-129.1.
- B. Prior to the time and date designated for 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 or by telegrams; if by telegram, written confirmation over the signature of the Bidder shall be

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mailed and postmarked on or before the date and time set for receipt of bids, and it shall be so worded as not to reveal the amount of the original bid.

- C. Withdrawn bids may be resubmitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with this Information for Bidders.
- D. Bid security, if any is required, shall be in an amount sufficient for the bid as modified or resubmitted.

A-22. DETAILED BID BREAKDOWN:

If the Owner directs, the Bidder shall provide a detailed breakdown of its bid acceptable to the Owner. In addition to verifying accounting requirements, the breakdown may be used by the Owner to determine whether the Bidder has grossly misjudged the requirements of any area. Failure to provide the requested detailed breakdown may result in rejection of the bid proposal.

A-23. AWARD OF CONTRACT:

- A. Orange County and the Orange County Schools Board of Education have entered into an Interlocal Agreement under which the Board of Education is the authorized agent for real property sites leased by Orange County in order to facilitate the refund of sales taxes paid to the State of North Carolina for tangible personal property, building materials, supplies, fixtures, and equipment used in the erection, construction and development of school buildings, additions or renovations to school buildings upon these sites.
- B. The Orange County Schools Board of Education as the agent of Orange County is appointed to manage design and construction contracts of school buildings or additions to school buildings on the property leased by the County. As such, all Bidding, Award, and Contract documentation will follow Orange County Procurement Policies and will be received, reviewed, recommended, and managed by Orange County Schools. The contract will be awarded to the lowest responsive and responsible bidder under the single prime system, taking into consideration quality, performance, and the time specified in the bids for the performance of the contract.
- C. The lowest bidder shall be determined by the aggregate amount of the unit prices set forth in the form of bid, if work is bid on a unit price basis, or the aggregate amount of the Base Bid, plus any Alternates selected by the Owner. Single prime bids will be received and awarded according to state law.
- D. A Responsive Bidder shall mean a Bidder who has submitted a bid which conforms, in all material respects, to the Bidding Documents.
- E. A Responsible Bidder shall mean a Bidder who has the capability, in all respects, to perform fully the contract requirements and the moral and business integrity and reliability which will assure good faith performance. In determining responsibility, the following criteria will be considered:
  - 1. The ability, capacity and skill of the Bidder to perform the contract or provide the service required;
  - 2. Whether the Bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
  - 3. The character, integrity, reputation, judgment, experience and efficiency of the Bidder;

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4. The quality of performance of previous contracts or services. For example the following information will be considered:
    - a. the administrative and consultant cost overruns incurred by Owners on previous contracts with Bidder,
    - b. the Bidder's compliance record with contract general conditions on other projects,
    - c. the submittal by the Bidder of excessive and/or unsubstantiated extra cost proposals and claims on other projects,
    - d. the Bidder's record for completion of the work within the Contract Time or within Contract Milestones and Bidders compliance with scheduling and coordination requirements on other projects,
    - e. the Bidder's demonstrated cooperation with the Owner or the Design Consultant and other contractors on previous contracts,
    - f. whether the work performed and materials furnished on previous contracts was in accordance with the Contract Documents;
  5. The previous and existing compliance by the Bidder with laws and ordinances relating to contracts or services;
  6. The sufficiency of the financial resources and ability of the Bidder to perform the contract or provide the service;
  7. The quality, availability and adaptability of the goods or services to the particular use required;
  8. The ability of the Bidder to provide future maintenance and service for the warranty period of the contract;
  9. Whether the Bidder is in arrears to the Owner on debt or contract or is a defaulter on surety to the Owner;
  10. Whether the Bidder has demonstrated a good faith effort to use MBEs as subcontractors;
  11. Such other information as may be secured by the Owner having a bearing on the decision to award the contract, to include, but not limited to:
    - a. the ability, experience and commitment of the Bidder to properly and reasonably plan, schedule, coordinate and execute the Work,
    - b. whether the Bidder has ever been debarred from bidding or found ineligible for bidding on any other projects.
- F. The purpose of the above is to enable the Owner in its opinion, to select the lowest responsible bidder. The ability of the low Bidder to provide the required bonds will not of itself demonstrate responsibility of the Bidder.
- G. In addition to the qualifications package submitted with the bid, the Owner reserves the right to require from the Bidder: (1) submissions of additional references, within seven days of bid opening, to include a listing of previous and current projects and (2) financial statements indicating current financial status, prepared in accordance with generally accepted accounting principles, by a CPA licensed to do business in North Carolina, and (3) any other information deemed necessary in order to establish the responsiveness and responsibility of the bidder.
- H. The Owner reserves the right to defer award of this contract for a period of sixty (60) days after the due date of bids. During this period time, the Bidder shall guarantee the prices quoted in his bid.

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A-24. ADDITIONAL REQUIREMENTS:

- A. Security of Non-public Records: Pursuant to N.C.G.S. § 132-1.7, entitled, "Sensitive Public Security Information", public records, as defined in G.S. 132-1, shall not include information containing specific details of public security plans and arrangements or the detailed plans and drawings of public buildings and infrastructure facilities. Therefore, all information provided, received, gathered or obtained by Bidder containing specific details of public security plans and arrangements or the detailed plans and drawings of public buildings and infrastructure facilities shall be held confidential and shall be used by the Bidder only for the purpose of responding to this bid. All plans and drawings shall be returned to the Owner no later than the bid closing date. Any breach of this paragraph by the Bidder may result in Bidder being barred from being awarded any contracts with the Owner.
- B. To ensure a fair bidding process, questions and/or clarifications requested by contractors will be accepted up to **seven (7) days prior to Bid Opening**. Bidders/contractors are required to submit their questions in writing to the Designer, **Michael Szigeti** at **michael@sudassociates.com**, with a copy to the Owner.
- C. The following forms must be returned with one (1) original of the Bid Proposal:
- a. Bid Forms
  - b. Non-Collusion Affidavit
  - c. Bid Bond
  - d. Power of Attorney
  - e. MBE Forms:
    - i. Identification of Minority Business Participation with contract amounts (\$)
    - ii. Affidavit A – Listing of Good Faith Efforts - OR -
    - iii. Affidavit B – Intent to Perform Contract with Own Workforce
- D. Following the bid opening, the Owner will issue a Determination of Apparent Low Bidder letter to the contractor it has deemed to be the apparent low responsible, responsive bidder based on the initial bid documentation. The contractor is required to submit Affidavit C or D including all statute-required back-up information within seventy-two (72) hours of the receipt of the letter.
- E. Within 30 calendar days of the contract award, the contractor shall submit a complete list of all identified subcontractors the contractor will use on the project.

## RELATED SECTIONS:

- A. Exhibit A – Performance Bond Form (Section 00 61 13)
- B. Exhibit B – Material and Labor Payment Bond Form (Section 00 61 13)

**END OF INFORMATION FOR BIDDERS**