

**SECTION 00 2100
INFORMATION FOR BIDDERS**

1. FORM AND SUBMISSION OF PROPOSALS.

The Clear Creek Amana Community School District ("District") invites Proposals in the annexed form. Proposals will be received until 11:00 a.m. on May 8th 2025, in the CCA District Office, 1486 Highway 6 NW, Oxford, IA 52322 at which time they will be opened and read aloud. Each Proposal must be contained in an opaque envelope which shall be sealed and conspicuously endorsed with the bidder's name, address and the name of the Project ("2025 Clear Creek Elementary Playground Accessible Walk and Surfacing Project") for which the bid is submitted. Any bid may be withdrawn prior to the scheduled time for opening bids or any authorized postponement. Any bid received after the time scheduled for receiving bids will not be considered. Award of bid is scheduled to take place at the May 21st, 2025 District School Board meeting or at such later time and place as the Board may then determine.

The Proposal must be submitted upon the blank form found herewith and must give all information required. All blank spaces must be completed, in ink or typewritten, in both words and figures. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified on the Proposal. Faxed bids will NOT be accepted. The Proposal must be signed by the Bidder. A Bid Bond, as described in section 6, is NOT required for a competitive quotation.

No effort is made to emphasize any particular provision of the Contract, but bidders must familiarize themselves with every provision and its effect.

2. QUALIFICATION OF BIDDER

The District may make such investigations as deemed necessary to determine the ability of the bidder to perform the work. The bidder must furnish the District with information and data which the District may request.

If the information and data requested by the District is not furnished, the District may consider the bidder non-responsible. The District reserves the right, in its sole and absolute discretion, to accept the Proposal of a bidder despite the fact that said bidder has not submitted any information, list, data or statement requested.

The District reserves the right to reject any bid if the District determines, in its sole and absolute discretion, that the bidder is not properly qualified to carry out the obligations of the Contract and/or to complete the work contemplated by the Contract. Conditional bids will not be accepted.

3. INSPECTION OF SITE

- A. Each bidder must inspect the site and must have read and be thoroughly familiar with the Contract documents. The failure or omission of any bidder to examine any form, instrument, or document shall in no way relieve any bidder from any obligation regarding his or her bid.
- B. A pre-bid meeting will be held April 25 @ 1:00pm at the Clear Creek Amana Building and Grounds office at 327 Augusta Ave in Oxford, IA. To arrange a site visit at a different time, prior to the bid, contact Lucas Newton or Joseph Aronson at MMS Consultants, 319-351-8282.

4. SUBCONTRACTORS

Any person or entity to whom it is proposed to award a subcontract under this contract:

- A. Must be acceptable to the District

- B. Must comply with the Bidding Requirement and the Contract Documents.

5. METHOD OF AWARD

The District may reject all bids or may award the contract to the responsible bidder submitting the lowest Base Bid the District wishes to accept. The District may reject any or all bids which do not allow the work to be completed within the available funds.

The District reserves the unqualified right, in its sole and absolute discretion, to reject all bids or to accept that Bid, if any, which in its judgment, it deems to be in the best interest of the District and to waive defects in any Bid or the bidding procedure.

In the event that a successful bidder defaults upon the Contract by failing to furnish a satisfactory Performance and Payment Bond, if required, and the District terminates the Contract, the District reserves the option to accept the Proposal of any other bidder, in which case such acceptance shall have the same effect as to such other bidder as though he or she were the originally successful bidder.

6. BID SECURITY

Bid Bond is not required of a Competitive Quotation.

7. PERFORMANCE AND LABOR AND MATERIAL BOND

Upon delivery of the executed Contract, the successful Contractor must furnish the District with a surety bond(s) as security for faithful performance of the Contract and for payment of all persons who perform labor under the Contract and who furnish materials in connection with this Contract as specified in the General Conditions. The surety on the bond(s) must be a duly authorized surety company satisfactory to the District.

8. TIME OF COMPLETION

Date of commencement of the Contract shall be the day of execution by the parties, and the on-site construction work shall begin at the contractor's earliest convenience, and following the Owner issued Notice to Proceed. Contractor shall be present at the job site during normal working hours and shall proceed to completion with due diligence. All work under the contract shall be complete by August 1st, 2025. The contractor will be required to perform the work within the allowable time set forth in the Contract. In this connection, attention is directed to the provisions of the General Conditions and Special Conditions, if any, relative to delays and liquidated damages.

The Owner and the Contractor shall agree mutually on any changes in either the schedule or the rate of performance of the work which might either favorably or adversely affect such schedule dates. Unless otherwise specifically agreed in writing, no additional compensation or fee shall be paid by the Owner for any completion of all or any portions of the work earlier than scheduled.

END OF SECTION