

INSTRUCTIONS TO BIDDERS

1. PROPOSAL

To be entitled to consideration, Proposals must be made in accordance with the following instructions:

a. Before submitting a Proposal, each bidder shall examine the Notice Inviting Sealed Bids, these Instructions to Bidders, the Drawings, Specifications, Contract and General Conditions Between Owner and Contractor, and all other documents comprising the Contract Documents, and fully inform himself of all existing conditions and limitations, and include in the Proposal a sum to cover the cost of all work required by the Contract Documents. The failure of any bidder to receive or examine any form, instrument, addendum, or other document, or visit the site and acquaint himself with conditions existing there, shall in no way relieve any bidder from obligations with respect to his Proposal or the Contract Documents.

b. Proposals shall be made only upon the form provided therefor. All blank spaces in the form shall be filled in completely. If some spaces do not apply, so state. Monetary amounts shall be stated both in writing and in numerals and, in case of any discrepancy between the two, the amounts in writing shall take precedence. The signature shall be in longhand and shall be that of an individual legally authorized to sign such form and bind the bidder. The completed form shall be without interlineation, alteration, or erasure.

c. Proposals shall not contain any recapitulation of the work to be done. No oral, telegraphic, telefax or telephonic proposals or modifications shall be considered.

d. Proposals shall be delivered to the place designated in the Notice Inviting Sealed Bids on or before the date and hour set for the opening of bids. Proposals shall be enclosed in an opaque, sealed envelope, bearing the title of the Project and the name of the bidder, except for that portion of the Proposal bearing the title "List of Subcontractors and Material Vendors," which shall be enclosed in a separate, opaque, sealed envelope, as hereinafter specified in these Instructions to Bidders. It is the sole responsibility of the bidder to deliver his proposal before the scheduled closing time. Any bids received after the scheduled closing time will be returned unopened.

e. The Contract Amount quoted is to include the furnishing of all materials, plant, equipment, tools, and all other facilities called for in the Contract Documents, and the performance of all labor and services necessary or proper for the completion of the Project, except such as may be otherwise expressly provided for in the Contract Documents.

f. The Proposal form must be used without alteration.

2. DRAWINGS

The construction document titled "Vail Unified School District Empire High School – Walk-in Freezer Addition" shall be picked up at Reproductions Inc. located at 234 E. 6th St.

Tucson, AZ 85716. The cost per set is a refundable deposit of \$25.00. The District recommends the construction documents are picked up prior to the pre-bid conference.

3. PRE-BID CONFERENCE

The pre-bid conference will be held onsite at the location of Empire High School, 12775 E. Mary Ann Cleveland Way, Tucson, AZ 85747. The conference will take place Thursday, January 4, 2018 and will begin at 10:00 a.m. All interested bidders shall meet outside the Empire High School front office. A District Representative will walk the bidders over to the conference location. The conference is not mandatory, but is recommended.

4. LIST OF SUBCONTRACTORS AND MATERIAL VENDORS

a. For use of the Owner in determining competency and capability of those who will work on the Owner's Project, and quality and workmanship of those who will supply material to the Owner's Project, each bidder is required to submit with his bid a list naming the subcontractors who will be used in performing the work. The list shall include any subcontractor that might be used in the event any or all of the various alternates are chosen by the Owner. The circumstances under which each subcontractor will be used must be specifically set forth by identifying alternates for which a particular subcontractor would be used.

b. ONE, and only one, subcontractor shall be submitted for each portion of the work for the Base Bid. The listing of more than one Subcontractor for any separate portion of the work shall be considered grounds for rejection of the bid by the Owner at the Owner's sole discretion.

c. The list shall be filled out and enclosed in a separate, opaque, sealed envelope bearing the title "List of Subcontractors," and the name of the bidder, and the envelope then inserted in the general bid envelope with the other forms. The list submitted by the successful bidder will be privately opened and will be retained by the Owner for record as a part of the Proposal. The lists of other bidders will be returned unopened.

d. No subcontractor not named in such list and approved by the Owner may be employed on the Owner's Project without express written permission of the Owner, notwithstanding any other provision of the Contract Documents which may be interpreted to the contrary. Should a change in the approved list become necessary in the opinion of the successful bidder, a written request shall be submitted to the Owner stating the reason for the change, and written approval of the Owner must be obtained before such change is made. This provision shall apply to work listed to be performed by the bidder, as well as work listed to be performed by vendors or subcontractors.

e. By this requirement of a List of Subcontractors, the Owner does not establish any contractual relation between the Owner and any subcontractor, nor will the Owner inquire into contractual or other relations of the bidder with any subcontractor, nor does this list establish limits to the contracts between the bidder and any subcontractor. The sole purpose and function of such requirement is set forth in the first sentence of the first paragraph of this section.

f. If prior to the signing of the Contract the Owner has a reasonable objection to any person or organization on the List of Subcontractors, the Owner shall notify the apparent successful bidder in writing of such objection. Failure of the Owner to make an objection to any person or organization on the list prior to the award shall constitute acceptance of such person or organization except in the case where a subcontractor is later found not to be qualified by law.

g. If, prior to the signing of the Contract, regardless of whether the Owner has evidenced any intention to award the Contract to Contractor or not, the Owner has a reasonable and substantial objection to any person or organization on such list, and refuses in writing to accept such person or organization except where such refusal is a result of the failure of a subcontractor to qualify by law, the apparent successful bidder may, prior to the signing, withdraw his bid without forfeiture of bid security. If the bidder submits an acceptable substitute with an increase in his bid price to cover the difference in cost occasioned by such substitution before the actual contract signing, the Owner may, at his discretion, accept the increased bid price or he may disqualify the bid.

5. BASE BID AND ALTERNATES

The Base Bid shall include all work as set forth on the Drawings, in the Specifications, and in all Contract Documents, plus the specified Contingency Reserve Fund and Cash Allowance, if any. Alternate bid items are described in the Specifications and indicated on the Proposal. The Owner shall have the right to accept Alternates in any order or combination and to determine the low bidder on the basis of the sum of the Base Bid and the Alternates accepted.

6. CASH ALLOWANCES

Bidders shall include Cash Allowances in their bids as described in the Specifications and in accordance with the Contract and General Conditions Between Owner and Contractor where required. In Cash Allowance items, the Owner will receive quotations and notify the Contractor of the successful bidder, and the Contractor shall purchase the items from the successful bidder as instructed by the Owner in writing. The Owner shall be charged with the actual cost of the purchase of the items by the Contractor, as determined by the quotation, including any discounts, to the Owner. In the event the purchase price of Cash Allowance items is less than the amount specified as Cash Allowance, the difference shall be credited to the Owner; and in the event the purchase price of the items exceeds the amount specified as Cash Allowance, the excess shall be paid by the Owner to the Contractor. Any adjustments to the Contract Price shall be made at the time of the final payment on the Contract.

7. BID SECURITY

All Proposals shall be accompanied by the bid security in the form and amount as published in the Notice Inviting Sealed Bids and as acceptable to the Owner, and shall be payable without conditions to the Owner as a guarantee that the bidder, if awarded the Contract, will promptly execute such Contract in accordance with the Proposal and in the manner and form required by the Contract Documents, and will furnish good and sufficient bonds for the faithful

performance of the work and payment of all claimants supplying labor or materials. The bid security must be enclosed in the same envelope with the Proposal.

Note: The Notice Inviting Sealed Bids requires that this bid security will also serve as liquidated damages in the event the Contractor fails or refuses to enter into a contract. Mistake shall not excuse any failure or refusal to enter into a contract.

8. WITHDRAWAL OF BID

Any bidder may withdraw his Proposal, either personally or by telegraphic or written request, at any time before the scheduled closing time for receipt of Proposals. No bid may be withdrawn for at least forty-five (45) days after the date the bids are opened, nor may any bid be withdrawn between the scheduled closing time for receipt of Proposals and the time the bids are actually opened.

9. INTERPRETATIONS AND ADDENDA

Should a bidder find discrepancies in, or omissions from, the Drawings or other Contract Documents, or should he be in doubt as to their meaning, he must at once request the Architect for an interpretation, who will send a written instruction to each person receiving a set of such documents. The bidder submitting a request for interpretations will be responsible for its prompt delivery. All requests for interpretations shall be made in writing. Neither the Owner nor the Architect will be responsible for any explanations or interpretations except those duly issued in the form of written addenda. Receipt of any addenda so issued during the time of bidding shall be included in the bid and shall be acknowledged in the Proposal and be made a part of the Contract Documents.

10. APPROVAL OF EQUAL ITEMS OF EQUIPMENT AND/OR MATERIALS BEFORE SUBMISSION OF BIDS

Products are generally specified by reference standard and/or manufacturer's name and model number or trade name. When specified only by reference standard, the bidder may select any product meeting this standard by any manufacturer. When several products or manufacturers are specified as being equally acceptable, the bidder has the option of using any product and manufacturer combination listed.

When a specific manufacturer, installer (where pre-qualification is required), trade name or material is specified, or indicated, it is to establish a standard of quality and shall not be construed as limiting competition. If the bidder desires to use other than that specified, he shall request approval of such substitution in the manner specified below:

a. Prior Approvals: Substitutions will be considered only when a written request has been submitted by a bidder, who shall be a general contractor qualified to submit a bid to the Owner, for approval at least eight (8) days prior to the original date for receipt of bids. No approvals will be granted to suppliers, distributors or subcontractors. Each request shall include

all information requested hereinafter. If the Architect approves any proposed substitution, such approval shall be set forth in an Addendum.

b. Substitutions at Bid Time Not Prior Approved: A bidder may offer substitutions which have not received prior approval with his bid, together with the net addition to or deduction from the Base Bid amount and the net increase or decrease in calendar days to the construction time specified. These additions or deductions will not be considered in determining the low bid for award of the Contract.

c. Submittal Requirements: All requests shall contain sufficient information, descriptive brochures, drawings, performance and test data, samples or other data as is necessary for complete evaluation and shall indicate by direct comparison how the proposed substitution compares with the specified in every material respect with that specified. Each submittal shall be well marked and identified as to the type and kind of items proposed to be substituted. It is the sole responsibility of the bidder to submit complete descriptive and technical information so that the Architect can make a complete evaluation. Lack of sufficient information will be cause for rejection. References to catalogs will not be acceptable. Submittals shall be accompanied by a written statement from the manufacturer or contractor on his letterhead certifying that the proposed substitution meets or exceeds that specified in all aspects and that it will coordinate properly with related construction. Any redesign necessitated by the substitution shall be paid for by the Contractor.

d. As set forth in the Specifications, the bidder's request for prior approval shall include, without limitation:

- (1) Complete data substantiating compliance of the proposed substitution with the Contract Documents.
- (2) Product identification, including manufacturer's name, address and telephone number.
- (3) A tabulation comparing the specified product manufacturer's complete product description, performance test data and reference standards with the same information for the proposed products.
- (4) Samples and colors of the proposed products.
- (5) Names and addresses of similar projects in which the proposed product was used and the date of installation.
- (6) For construction methods, include a detailed description for proposed method and drawings illustrating same.
- (7) Accurate cost data on proposed substitution in comparison with product or method specified.

e. Any bidders, other than the bidder who requested a particular substitution, who choose to utilize a prior approved item, as approved by Addendum, shall comply with all terms and conditions of the original prior approval submittal. All provisions of this Paragraph 8 regarding using of substitutions shall apply to any bidder who chooses to utilize such substitution.

11. BIDDERS INTERESTED IN MORE THAN ONE BID

No person, firm, or corporation shall be allowed to make, file, or be interested in more than one bid for the same work. A person, firm, or corporation who has submitted a sub-proposal to a bidder, or who has quoted prices on materials to a bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other bidders.

12. ACCEPTANCE OR REJECTION OF PROPOSALS

The Owner reserves the right to reject any or all bids and to waive any informalities in the Proposals received. The award of the Contract, if made by the Owner, will be made to the responsible and qualified bidder submitting the lowest bid, but the Owner shall determine in its own discretion whether a bidder is responsible and qualified to perform the Contract, what bid is the lowest, and whether it is in the interest of the Owner to accept the bid.

13. AGREEMENT AND BONDS

The form of agreement which the successful bidder will be required to execute, and the forms and amounts of surety bonds which he will be required to furnish at the time of execution of the agreement, are included in the Contract Documents on file in the office of the Architect and must be carefully examined by the bidder. All sureties must be authorized to do business in Arizona, listed on the U.S. Department of Treasury's list of approved sureties, and must be satisfactory to the Owner. No individual sureties are acceptable. The successful bidder must furnish the required bonds and insurance certificates and commence work within five (5) days after issuance of the Notice of Award and Notice to Proceed. By his submission of a Proposal, a bidder will be deemed, and agrees to be so treated, to have actual notice of every term of every Contract Document.

14. NON-COLLUSION AFFIDAVIT

Upon specific request of the Owner, the bidder, before the award of the Contract, shall submit to the Owner non-collusion affidavits covering the bidder and all subcontractors.

15. LIST OF COMPARABLE PROJECTS

If requested by Owner, the bidder must submit, within 24 hours after bid opening, a list of all projects undertaken within the three (3) years immediately preceding the bid date and a Contractor's Qualification Statement in the form of AIA A-305. Such list shall include the name, address and phone number of the owner and the architect of each project, the contract amount, and the starting date. Bidder consents to the use of the list and Qualification Statement by Owner

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to inquire into bidder's fitness, capabilities and responsibility in connection with Owner's consideration of the bid. Bidder agrees to hold harmless the Owner, the Architect, and each owner and architect listed from any action or claim that might arise from any adverse report received by Owner concerning bidder's performance on the projects listed. Failure to furnish a complete list and Qualification Statement as required herein may be considered grounds for rejection of the bid by the Owner, at the Owner's sole discretion.

16. BID PROTESTS

Any bid protests concerning this bid must be filed with the District Representative, who is Superintendent Calvin Baker, PO Box 800, Vail, Arizona 85641.

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