

GENERAL INFORMATION FOR BIDDERS

1. Receipt and Opening of Bids: The _____ (herein called the "Agency/Owner") invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Agency/Owner at the office of _____ until _____ o'clock (a.m./p.m., EST/EDT/CST/CDT), _____, _____, and then at said office publicly opened and read aloud. The envelopes containing the bids must be sealed, addressed to _____ at _____ and designated as bid for _____.

The owner may consider informal any bid not prepared and submitted in accordance with the provision hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within _____ days after the actual date of the opening.

2. Qualifications of Bidders: Bidders who have been debarred or are excluded from participating in federally funded projects are ineligible to submit bids. Contractors submitting bids must meet the following minimum requirements:
 - a. Insurance requirements (agency to determine)
 - b. Bond requirements (agency to determine if less than \$100,000)
 - c. Paid local employment taxes (agency to determine)
 - d. Workers' compensation (state law)
3. Preparation of Bid: Each bid must be submitted on the prescribed form and accompanied by Certification of Bidder Regarding Equal Employment Opportunity, Form 950.1 Certification of Bidder (Contractor) Concerning Labor Standard and Prevailing Wage Requirements and Certification of Bidder Regarding Section 3 and Segregated Facilities. All blank spaces for bid prices must be filled in, using ink or typewritten, in both words and figures, and the foregoing Certification must be fully completed and executed when submitted.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his/her address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form.

4. Subcontracts: The bidder is specifically advised that any person, or other party to whom it is proposed to award a subcontract under this contract:
 - a. Must be acceptable to the Agency/Owner and have current eligibility status for federal programs; and
 - b. Must submit adhere to Section 3 and Segregated Facilities. Approval of the proposed subcontract award cannot be given by the Agency/Owner unless and until the proposed subcontractor has submitted the

certifications and/or other evidence showing that it has fully complied with any reporting requirements to which it is or was subject.

Although the bidder is not required to attach such Certifications by proposed subcontractors to his/her bid, the bidder is here advised of this requirement so that appropriate action can be taken to prevent subsequent delay in subcontract awards.

5. Telegraphic/Facsimile Modification: Any bidder may modify his/her telegraphic or facsimile communication at any time prior to the scheduled closing time for receipt of bids, provided such communication is received by the Owner prior to the closing time, and provided further, the owner is satisfied that a written confirmation of the telegraphic/facsimile modification over the signature of the bidder was mailed prior to the closing time. The communication should not reveal the bid price but should provided the addition or subtraction or other modification so that the final prices or terms will not be known by the owner until the sealed bid is opened. If written confirmation is received within two days from the closing time, no consideration will be given to the telegraphic/facsimile modification.
6. Method of Bidding: The Owner/Agency invites the following bids(s):

(General Description of work)
7. Qualifications of Bidder: The Owner/Agency may make such investigations as they deem necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner/Agency all such information and data for this purpose as the Owner/Agency 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 properly qualifies to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.
8. Bid Security: (Optional) Each bid must be accompanied by cash, certified check of the bidder or a bid bond prepared on the Bid Bond Form attached hereto, duly executed by the bidder as principal and having a surety thereon a surety company approved by the Owner/Agency, in the amount of 5 percent of the bid. Such cash, checks or bid bonds will be returned promptly after the owner and the accepted bidder have executed the contract, or if no award has been made within 30 days after the date of the opening of bids, upon demand of the bidder at anytime thereafter, so long as they have not been notified of the acceptance of his/her bid.
9. Liquidated Damages for Failure to Enter into Contract: The successful bidder, upon his/her failure to execute and deliver the contract and bonds required within 10 days after receiving notice of the acceptance of the bid, shall forfeit to the Owner/Agency, as liquidated damages for such failure or refusal, the security deposited with the bid.

10. Time of Completion of Liquidated Damages: Bidder must agree to commence work on or before a date specified in a written "Notice to Proceed" of the owner and to fully complete the project within _____ consecutive calendar days thereafter. Bidder must agree also to pay as liquidated damages, the sum of \$_____ for each consecutive calendar day thereafter as herein provided in the General Conditions.
11. Conditions of Work: Each bidder must inform themselves fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of their obligation to furnish all material and labor necessary to carry out the provisions of the contract. Insofar as possible, the contractor, in carrying out the work must employ such method or means as will not cause any interruption of or interference with the work of any other contractor.
12. Addenda and Interpretations: No interpretations of the meaning of the plans and specifications (or work write-up) or other pre-bid documents will be made to any bidder orally.

Every request for such interpretation should be in writing addressed to _____ at _____ and to be given consideration must be received at least five days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications (or work write-up) which, if issued, will be mailed by certified mail with return receipt requested to all prospective bidders (at the respective addresses furnished for such purposes), not later than three days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under their bid as submitted. All addenda so issued shall become part of the contract documents.

13. Security for Faithful Performance: Simultaneously with delivery of the executed contract, the contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the general conditions included herein. The surety on such a bond or bonds shall be a duly authorized surety company satisfactory to the owner.
14. Power of Attorney: Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of the their power of attorney.

15. Notice of Special Conditions: Attention is particularly called to those parts of the contract documents and specifications which deal with the following:
- a. Inspection and testing of materials
 - b. Insurance requirements
 - c. Wage rates
 - d. Stated allowances
16. Laws and regulations: All applicable state laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over the construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written in full.
17. Method of Award—Lowest Qualified Bidder: If at the time this contract is to be awarded, the lowest base bid submitted by a responsible bidder does not exceed the amount of funds then estimated by the Owner/Agency as available to finance the contract, the contract will be awarded on the base bid only. If such bid exceeds such amount, the owner may reject all bids or may award the contract on the base bid combined with such deductible alternates applied in numerical order in which they are listed in the Form of Bid, as produces a net amount which is within the available funds.
- Lowest and Best Bidder: If at the time the contract is to be awarded, the lowest base bid submitted by a bidder who has been deemed by the agency as not the best contractor for the job, based on certain criteria established before bids are submitted and does not exceed the amount of funds then estimated by the Owner/Agency as available to finance the contract, the contract will be awarded on the base bid only. If such bid exceeds such amount, the owner may reject all bids or may award the contract on the base bid combined with deductible alternates. The alternatives are applied in numerical order in which they are listed in the Form of Bid, until a net amount which is within the available funds is produced.
18. Obligation of Bidder: At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to have become thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect to the submitted bid.
19. Safety Standards and Accident Prevention: With respect to all work performed under this contract, the contractor shall:
- a. Comply with the safety standards provisions of applicable laws, building and construction codes and the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America; the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596) and the requirements of Title 29 of the Code of

Federal Regulations, Section 1518, as published in the Federal Register, Volume 36, No. 75, Saturday April 17, 1971.

- b. Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.
- c. Maintain at the bidder's office, or other well known place at the job site, all articles necessary for giving first aid to the injured. Make standing arrangements for the immediate removal to a hospital or a doctor's care of persons (including employees), who may be injured on the job site before the employer has made a standing arrangement for removal of injured person to a hospital or a doctor's care.