

INSTRUCTIONS TO BIDDERS

Owner will receive proposals only as set forth in the Invitation to Bid and complying with all requirements as contained in these Instructions to Bidders.

I. DOCUMENTS:

- a. All Bid Documents are the property of the Architect.
- b. The Bidders can obtain plans and Instructions for Bidding from the GHS website www.genhs.org on Thursday, May 18th, that may be reproduced for bidding purposes only, subject to the requirements stated in the Invitation to Bid.
- c. Electronic Contract Documents are provided to the General Contractors bidding. Physical copies of the Contract Documents may be reproduced at the General Contractor's own expense.
- d. The Contract Documents communicate information regarding size, location, relationship, configuration, quantity, and similar items of the Work to be performed. The Contract Documents do not contain explicit information on every detail of the construction.
- e. The Bid Documents consist of the drawings as enumerated in the Index of Drawings.
- f. Specifications for this Project are on the drawings. All required information is within the Contract Documents.

II. CONTRACT:

- a. The work shall be bid complete as a General Contract with the General Contractor assuming direct responsibility for work and coordination of all trades in complete accordance with the Plans and Specifications. Contractors shall determine prior to submitting a Bid, whether they are capable of providing the financial responsibility, technical requirements, and workforce sufficiency required to properly perform and coordinate all phases of the Work.
- b. In their bids, Contractors shall assume all responsibility for Supervision and Completion of Work for a stipulated cost to the Owner.
- c. The project will be prevailing wage and will require reporting as necessary. The requirements are spelled out in the AIA General and Federal Supplementary Conditions of the Contract for Construction A201 and A201/SC latest edition.
- d. The following are required and shall be supplied by the successful low quote and all Contractors quoting the work. Bidder shall include the cost of the following on the Quote Form:

Certificate of general liability insurance \$1,000,000.00 coverage, business automobile policy \$1,000,000.00 coverage, and workers compensation with standard state of Michigan statutory rates. Policies must list "Genesee Community Health Center" "Genesee Health Systems" and the architect as additionally insured, as well as the property location.

III. PRE-BID MEETING & SITE VISIT:

- a. Attendance at a **Mandatory Pre-Bid Site meeting** is required for all Bidders at the date and time indicated in the "Invitation to Bid".
- b. Each bidder is required to visit the site prior to submitting a final bid package to become familiar with the site and existing conditions.
- c. No allowances or extra considerations on behalf of any Bidder will be permitted subsequently by reason of error or oversight on the part of the Bidder, or on account of interference by the activities of the Owner or other Contractors.

IV. EXAMINATION:

- a. Each Bidder shall examine the Bid Documents and satisfy himself about the extent of the proposed work by personal examination of the site and surroundings, and make his own estimate therefrom of the facilities and difficulties attending the performance and completion of the work.
- b. Promptly notify architect of an ambiguity, inconsistency and/or errors discovered upon examination of the Contract Documents, Site and local conditions.
- c. No additional compensation will be allowed on account of conditions which could be determined by examining the Bid Documents or Site Conditions.

V. INTERPRETATION:

- a. If any person contemplating submitting a bid is in doubt as to the true meaning of any part of the Drawings, Specifications, or other Bid Documents, he must submit to the Architect a request for an interpretation thereof. If such an interpretation is not requested, the bids will be presumed to be based upon the interpretation and directions given by the Architect after Contract Award, in accordance with provisions of the Contract.
- b. Neither the Owner nor the Architect will be responsible for any verbal explanations or interpretations of the Bid Documents.
- c. Interpretations, corrections, or changes to the Contract Documents shall be made by Architect-provided written Addenda only.
- d. All requested interpretations shall be submitted to the Architect in written form by email to RFQreplies@genhs.org so that Question & Answer responses may be assembled and made available to all interested and qualified parties as to be posted on the GHS website, no later than June 1st, 2023. The Architect will provide a written response prior to the Bid Due Date via an Addendum issued to all prime bidders on record.

VI. SUBSTITUTIONS:

- a. To obtain approval to use unspecified products, bidders shall submit written requests at least three (7) business days before the bid due date and time. Requests received after this time will not be considered. Request shall clearly

describe the product for which approval is asked, including all data necessary to demonstrate acceptability. If the product is acceptable, the Architect will approve it in an Addendum issued to all prime bidders on record.

VII. ADDENDA:

- a. Addenda, when and if required, shall be issued to all recorded holders of Bid Documents who make the mandatory meeting.
- b. Addenda will not be issued less than three (3) days prior to the Due Date and Time.
- c. Each Bidder shall acknowledge receipt of all Addenda prior to submitting Bid.

VIII. SUBCONTRACTORS:

- a. The Owner and Architect reserve the right to require of bidders tentatively selected for consideration in the awarding of the contract, a list of the subcontractors whom the contractor intends to employ.
- b. The Owner reserves the right to disapprove the use of any proposed major subcontractor and in such event the bidder submitting such subcontractor shall submit another such major subcontractor in like manner within the time specified by the Owner. The Owner reserves the right to reject any bid if such information required by the Owner is not submitted as above indicated.

IX. TAXES AND CONTRIBUTIONS:

- a. Proposal price stated includes all taxes or contributions required by bidder's business.
- b. State Sales Tax are NOT applicable to this work. See attached Tax Exempt Certificate.

X. BASIS OF BID:

- a. Partial or segregated bids or assignments will not be considered.

XI. PREPARATION:

- a. Bids shall include Lump Sum Proposals with Line Item Breakdowns, per the attached Bid Form, Scope of work for the Building Shell, Site, and Tenant Improvements Form for all Architectural, Structural, Plumbing, Mechanical and Electrical labor, equipment and materials necessary to complete the Work as applicable to this project and the Contract Documents.
- b. Proposals must be typewritten and all blank spaces in the proposals must be completed. Proposals with blank spaces or referenced to other lines may be disqualified at owners discretion.
- c. No changes shall be made to the phraseology of the proposal. Quotes shall be entered in written and numeric forms. In the case of a discrepancy between the written and the numeric form, the written form shall govern.
- d. All bids shall be signed and dated in longhand.

- e. Bids which are not signed by the individual making them should have attached thereto a power of attorney, evidencing authority to act as agent for the person for whom it is signed.
- f. Bids which are signed for a partnership should be signed by one of the partners or by an attorney-in-fact. If signed by an attorney-in-fact, evidence of authority to sign the bids shall be attached.
- g. Bids which are signed for a corporation should have the correct corporate name thereon and the signature of the president or other officer legally able to contract in the name of the corporation. In addition, a signed Secretary's Certificate in the name of the corporation shall be included.

XII. BID SECURITY:

- a. None will be required.

XIII. CONTRACT SECURITY:

- a. The awarded Bidder will be required to furnish satisfactory performance and labor bonds, each in an amount equal to a total of the Contract Sum, within five days after notification of intent to enter into Contract.
- b. Bidder shall furnish bonds in such a format that enables the Owner to prescribe and assure the company is acceptable to the Owner.
- c. Owner shall reimburse the awarded Bidder for the associated costs if required by Owner.

XIV. SUBMITTAL:

- a. Submit proposals via email to the recipient listed on the Invitation to Bid:
 - a. Email in PDF format using the following file naming convention:
<[Project Name]_[GC CompanyName]_BIDPROPOSAL.PDF>
 - b. Include the following information in the SUBJECT line:
Project Name – [GC Company Name] - BID ENCLOSED
- b. Proposals shall be submitted on the format found in these specifications, "Bid Form", on the original form without erasures, interlineation or alterations. Any information unable to be included in the space provided shall be included via appendices at the end of the completed document in an organized manner.
- c. Verbal telephone proposals will not be accepted.

XV. OPENING:

- a. Proposals will be publicly opened as noted in the Invitation to bid.

XVI. IRREGULARITIES & DISQUALIFICATION:

- a. Bidders shall be disqualified for:
 - non-attendance at the Mandatory Pre-Bid Telephone Conference or Site meeting.
 - bids received later than the date and time designated on the bid invitation
 - bids received in any other format than the attached Bid Forms

- Bidder initiated items of substitutions, qualifications or “value engineering” not approved prior to Bid submission.
 - Incomplete bid forms, consisting of any blank line items or lines referenced to other lines.
- b. The Owner reserves the right to disqualify Bids before or after opening, upon evidence of collusion with intent to defraud, or other illegal practices upon the part of the Bidder.
- c. Any error and/or omission in the proposal form or any other irregularity as a result of negligent preparation shall not furnish cause for relief for any damages resulting therefrom, nor in any way relieve contractual obligations as provided for in the Contract Documents.

XVII. PROPOSAL WITHDRAWAL:

- a. Proposals for bids may not be withdrawn for a period of sixty (60) days after the time established for the receipt of proposals. Bidders may withdraw at any time prior to the time set for the receipt of proposals.
- b.

XVIII. PROPOSAL ACCEPTANCE:

- a. The right to accept and/or reject any and all proposals, and to waive any and all informalities and/or irregularities in bid proposals submitted during the bidding process, or to award any contract to any other than the low bidder should it be deemed in his best interest to do so, is reserved by the Owner, which right may be exercised in the sole discretion of the Owner.
- b. The Owner reserves the right to negotiate Contract Terms with the various Bidders when such is deemed by the Owner to be in his best interest.

XIX. EXECUTION OF CONTRACT:

- a. Each Bidder shall be prepared, if so requested by the Owner, to present evidence of his experience, qualifications and financial ability to carry out the terms of the Contract.
- b. Notwithstanding any delay in the preparation and execution of the formal Contract Agreement, each Bidder shall be prepared, upon written notice of bid acceptance, to commence work within seven days following receipt of official written order of the Owner to proceed, or on date stipulated in such order.
- c. The accepted bidder shall assist and cooperate with the Owner in preparing the formal Contract Agreement, and within seven days following its presentation, shall execute the same and return it to the Owner.
- d. The “Standard Form of Agreement between Owner and Contractor”, AIA Document A-101-2017 shall be used, unless otherwise noted.

The following forms are used as part of this agreement:

- a. Addendum – Architect’s own form.
- b. Field Orders – A.I.A. Document G708.

- c. Request for Proposal – A.I.A. Document G709.
- d. General Conditions A.I.A. A201-2017

XX. CONSTRUCTION COMMENCEMENT AND COMPLETION SCHEDULES

- a. The job shall commence upon the Owner's authorization to proceed. No construction shall begin until construction contracts have been signed, insurance certificates have been received and approved, and written notice by the Owner to proceed is given to the Contractor.
- b. THE LIMITS STATED WITHIN THIS CONTRACT DOCUMENTS (INCLUDING, WITHOUT LIMITATION, THE APPROVED CONSTRUCTION SCHEDULE - ATTACHED) ARE OF THE ESSENCE.
- c. Bidding the project includes accepting the approved construction schedule – attached.

XXI. CHANGE ORDERS

- a. Change orders shall not be accepted by the Owner, except under the following conditions:
 - Unforeseen pre-existing Project Site conditions
 - Changes to the Scope of Work instituted by the Owner
 - Owner-approved deviations in the work differing from the originally outlined Contract Documents allowing more efficient completion of the Work.

XXII. CONSTRUCTION PROGRESS REPORTS

Contractor awarded the job shall supply the Architect and the Owner with a written construction schedule prior to the start of construction and update it at the end of every week, Contractor shall supply the Architect and the Owner with written weekly construction progress reports(s).

XXIII. OWNER ON-SITE OBSERVATION

The Owner will make four on-site observations per month, unless otherwise noted in the Contract. The Contractor will provide a responsible representative at each visit and distribute meeting notes of such.

END OF INSTRUCTIONS TO BIDDERS