**INSTRUCTIONS TO BIDDERS**

1. **THE FOLLOWING FORMS MUST BE INCLUDED IN YOUR BID:**

2. **INTERPRETATIONS OF ADDENDA**No oral interpretation will be made to any Bidder as to the meaning of the Contract Documents or any part thereof. Every request for such an interpretation shall be made in writing to the Local Public Agency. Any inquiry received seven or more days prior to the date fixed for opening the Bids will be given consideration. Every interpretation made to a Bidder will be in the form of an Addendum to the Contract Documents, and when issued, will be on file in the office of the Local Public Agency and the office of the Engineer at least five days before Bids are opened. In addition, all Addenda will be mailed to each person holding Contract Documents, but it shall be the Bidder's responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the Contract and all Bidders shall be bound by such Addenda, whether or not received by the Bidders.

3. **INSPECTION OF SITE** Each Bidder should visit the site of the proposed work and fully acquaint himself with the existing conditions there relating to construction and labor, and should fully inform himself as to the facilities involved, the difficulties and restrictions at tending the performance of the Contract. The Bidder should thoroughly examine and familiarize himself with the Drawings, Technical Specifications, and all other Contract Documents. The Contractor by the execution of the Contract shall in no way be relieved of any obligation under it due to his failure to receive or examine any form or legal instrument or to visit the site and acquaint himself with the conditions there existing and the Local Public Agency will be justified in rejecting any claim based on facts for which he should have been on notice as a result thereof.

4. **ALTERNATIVE BIDS** No alternative bids will be considered unless alternative bids are specifically requested by the technical specifications.

5. **BIDS**

a. All Bids must be submitted on forms supplied by the Local Public Agency and shall be subject to all requirements of the Contract Documents, including the Drawings, and these INSTRUCTIONS TO BIDDERS. All Bids must be regular in every respect and no interlineations, excisions or special conditions shall be made or included in the Bid Form by the Bidder.

b. Bid Documents including the Bid, the Bid Guaranty, the Non-Collusion Affidavit, the Certification of Bidder Regarding Equal Employment Opportunity and the Statement of Bidder’s Qualifications (if requested) shall be enclosed in envelopes (outer and inner), both of which shall be sealed and clearly labeled with the words “Bid Documents”, project number, name of Bidder, and date and time of bid opening in order to guard against premature opening of the Bid.

c. The Local Public Agency may consider as irregular any Bid on which there is an alteration of or departure from the Bid Form hereto attached and at its option may reject the same.

d. If the Contract is awarded, it will be awarded by the Local Public Agency to a responsible Bidder on the basis of the lowest Bid and the selected Alternative Bid items, if any. The Contract will require the completion of the work according to the Contract Documents.

e. Each Bidder shall include in his Bid the following information:

**Principals**

Names

Social Security Numbers

Home Addresses (City, State, Zip Code and Telephone Numbers)

**Firm**

Name

Treasury Number

Address

City, State and Zip Code and Telephone Numbers

6. **BID GUARANTY**

a. The Bid must be accompanied by a Bid guaranty which shall not be less than five percent (5%) of the amount of the Bid. At the option of the Bidder, the guaranty may be a certified check, bank draft, negotiable U.S. Government Bonds (at par value), or a Bid bond in the form attached. The Bid bond shall be secured by a guaranty or a surety company listed in the latest issue of U.S. Treasury Circular 570. The amount of such Bid bond shall be within the maximum amount specified for such Company in said Circular 570. No Bid will be considered unless it is accompanied by the required guaranty. Certified check or bank draft must be made payable to the order of (Local Public Agency). Cash deposits will not be accepted. The Bid guaranty shall insure the execution of the Agreement and the furnishings of the surety bond or bonds by the successful Bidder, all as required by the Contract Documents.

b. Revised Bids submitted before the opening of Bids, whether forwarded by mail or telegram, if representing an increase in excess of two percent (2%) of the original Bid, must have the Bid guaranty adjusted accordingly; otherwise the Bid will not be considered.

c. Certified checks or bank drafts, or the amount thereof, Bid bonds, and negotiable U.S. Government bonds of unsuccessful Bidders will be returned as soon as practical after the opening of the Bids.

7. **COLLUSIVE AGREEMENTS**

a. Each Bidder submitting a Bid to the Local Public Agency for any portion of the work contemplated by the documents on which bidding is based shall execute and attach thereto, an affidavit substantially in the form herein provided, to the effect that he has not entered into a collusive agreement with any other person, firm, or corporation in regard to any Bid submitted.

b. Before executing any subcontract the successful Bidder shall submit the name of any proposed subcontractor for prior approval and an affidavit substantially in the form provided in Section 103 hereof.

1. **CONTRACTOR’S REQUIREMENTS**
   * The Prime Contractor must submit the “Intent to Comply with Section 3” form with the bid packet. Failure to do so shall result in the bid being incomplete.
   * The Prime Contractor must notify all sub-contractors of their responsibilities under Section 3
   * The Prime Contractor must provide a permanent workforce breakdown of all current employees and identify those Section 3 workers that were hired within the last five years.
   * The Prime Contractor must provide an estimated breakdown of potential hires for the awarded project and timeline of anticipated hiring
   * The Prime Contractor must refrain from contracting with sub-contractors as to whom they have received notice or have knowledge that the sub-contractors have been found in violation of the regulations in 24 CFR 75.
   * Maintain records that document a good faith effort to utilize Section 3 workers and Target Section 3 workers as trainees and employees and any other qualitative efforts to comply with Section 3. (Requirement applies to both contractors and sub-contractors.)

Recordkeeping requirements for recipients are found at 24 CFR § 75.31. The contractor is required to maintain documentation to demonstrate compliance with the regulations and is responsible for requiring their subcontractors to maintain or provide any documentation that will assist recipients in demonstrating compliance, including documentation that shows hours worked by Section 3 workers and Targeted Section 3 workers.

1. **STATEMENT OF BIDDER’S QUALIFICATIONS**

Each Bidder shall upon request of the Local Public Agency submit on the form furnished for that purpose (a copy of which is included in the Contract Documents), a statement of the Bidder’s qualifications, his experience record in constructing the type of improvements embraced in the contract, his organization and equipment available for the work contemplated, and, when specifically requested by the Local Public Agency, a detailed financial statement. The Local Public Agency shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform his obligations under the Contract and the Bidder shall furnish the Local Public Agency all such information and data for this purpose as it may request. The right is reserved to reject any Bid where an investigation of the available evidence or information does not satisfy the Local Public Agency that the Bidder is qualified to carry out properly the terms of the Contract.

1. **UNIT PRICES**

The unit price for each of the several items in the proposal of each Bidder shall include its pro-rata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price Bid represents the total Bid. Any Bid not conforming to this requirement may be rejected as informal. The special attention of all Bidders is called to this provision, for should conditions make it necessary to revise the quantities, no limit will be fixed for such increased or decreased quantities nor extra compensation allowed, provided the net monetary value of all such additive and subtractive changes in quantities of such items of work (i.e., difference in cost) shall not increase or decrease the original contract price by more than 25 percent (25%), except for work not covered in the Drawings and Technical Specifications as provided for in Section 109 hereof. If lump-sum Bids are deemed advisable due to local conditions, this section must be revised accordingly.

11. **CORRECTIONS**

Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder.

12. **TIME FOR RECEIVING BIDS**

a. Bids received prior to the advertised hour of opening will be securely kept sealed. The officer whose duty it is to open them will decide when the specified time has arrived. No Bid received thereafter will be considered, except when a Bid arrives by United States mail after the time fixed for opening, but before the reading of all other Bids is completed, and it is shown to the satisfaction of the Local Public Agency that the non-arrival on time was due solely to delay in the mails for which the Bidder was not responsible, such Bid will be received and considered.

b. Bidders are cautioned that, while telegraphic modifications of Bids may be received as provided above, such modifications, if not explicit and if in any sense subject to misinterpretation, shall make the Bid so modified or amended, subject to rejection.

13. **OPENING OF BIDS**

At the time and place fixed for the opening of Bids, the Local Public Agency will cause to be opened and publicly read aloud every Bid received within the time set for receiving Bids, irrespective of any irregularities therein. Bidders and other persons properly interested may be present, in person or by representative.

14. **WITHDRAWAL OF BIDS**

Bids may be withdrawn on written or telegraphic request dispatched by the Bidder in time for delivery in the normal course of business to the time fixed for opening; provided that written confirmation of any telegraphic withdrawal over the signature of the Bidder is placed in the mail and postmarked prior to the time set for Bid opening. The Bid guaranty of any Bidder withdrawing his Bid in accordance with the foregoing conditions will be returned promptly.

15. **AWARD OF CONTRACT: REJECTION OF BIDS**

a. The Contract will be awarded to the responsible Bidder submitting the lowest Bid complying with the conditions of the Invitation for Bids. The Bidder to whom the award is made will be notified at the earliest possible date. The Local Public Agency, however, reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in its interest.

b. The Local Public Agency reserves the right to consider as unqualified to do the work of general construction any Bidder who does not habitually perform with his own forces the major portions of the work involved in construction of the Improvements embraced in this Contract.

16. **EXECUTION OF AGREEMENT: PERFORMANCE AND PAYMENT BOND**

a. Subsequent to the award and within ten (10) days after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the Local Public Agency an Agreement in the form included in the Contract Documents in such number of copies as the Local Public Agency may require.

b. Having satisfied all conditions of award as set forth elsewhere in these documents, the successful Bidder shall, within the period specified in paragraph “a” above, furnish a surety bond in a penal sum not less than the amount of the Contract as awarded, as security for the faithful performance of the Contract, and for the payment of all persons, firms or corporations to whom the Contractor may become legally indebted for labor, materials, tools, equipment, or services of any nature including utility and transportation services, employed or used by him in performing the work. Such bond shall be in the same form as that included in the Contract Documents and shall bear the same date as, or a date subsequent to that of the Agreement. The current power of attorney for the person who signs for any surety company shall be attached to such bond. This bond shall be signed by a guaranty or surety company listed in the latest issue of the U.S. Treasury Circular 570 and the penal sum shall be within the maximum specified for such company in said Circular 570.  
 If applicable State laws require separate bonds as security (1) for the faithful performance of the Contract and (2) for the payment of all services, labor, and materials, paragraph “b” above must be revised in accordance with the statutory requirements of the particular State. These bonds shall be signed by a guaranty or surety company listed in the latest of the U.S. Treasury Circular 570 and the total penal sum shall be within the maximum specified for such company in said Circular 570.

c. The failure of the successful Bidder to execute such Agreement and to supply the required bond or bonds within ten days after the prescribed forms are presented for signature, or within such extended period as the Local Public Agency may grant, based upon reasons determined sufficient by the Local Public Agency, shall constitute a default, and the Local Public Agency may either award the Contract to the next lowest responsible Bidder or readvertise for Bids, and may charge against the Bidder the difference between the amount of the Bid and the amount for which a Contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the Bid Bond. If a more favorable Bid is received by readvertising, the defaulting Bidder shall have no claim against the Local Public Agency for a refund.

17. **WAGES AND SALARIES**

a. Attention of Bidders is particularly called to the requirements concerning the payment of not less than the prevailing wage and salary rates specified in the Contract Documents and the conditions of employment with respect to certain categories and classifications of employees. See GENERAL CONDITIONS, PART II, Federal Labor Standards.

b. The rates of pay set forth under GENERAL CONDITIONS, PART II, are the minimums to be paid during the life of the Contract. It is therefore the responsibility of Bidders to inform themselves as to local labor conditions, such as the length of work day and work week, overtime compensation, health and welfare contributions, labor supply and prospective changes or adjustments of rates.

18. **EQUAL EMPLOYMENT OPPORTUNITY**

Attention of Bidders is particularly called to the requirement for ensuring that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin.