



Document 00100 – INSTRUCTIONS TO BIDDERS

PART 1 - DEFINITIONS

- 1.1 The Work consists of all scope outlined in the Drawings and Specifications as issued by the Architect in the Bidding Documents and subsequent Addenda related to the Temporary Kitchen @ Palm Bay Charter School, 1104 Balboa Avenue, Panama City, FL 32401.
- 1.2 The BIDDER is a state licensed contractor submitting a Proposal for the Work advertised.
- 1.3 BIDDING DOCUMENTS include the Invitation to Bid, Instructions to Bidders, the Bid Form, other sample bidding and contract forms, Drawings, and the proposed Contract Documents including all Addenda issued prior to receipt of Bids.
- 1.4 The CONTRACT DOCUMENTS proposed for the Temporary Kitchen @ Palm Bay Charter School Project consist of the Owner/Contractor Agreement, the Conditions of the Contract (General and Supplementary Conditions), the Drawings, the Specifications, the Bidding Documents, and all Addenda issued prior to and all Modifications issued after execution of the Contract.
- 1.5 All definitions set forth in the General or Supplementary Conditions of the Contract for Construction, AIA Document A201, or in other Contract Documents are applicable to the Bidding Documents.
- 1.6 ADDENDA are written or graphic instruments issued by the Architect prior to the execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.
- 1.7 A BID is a complete and properly signed proposal to do the Work, submitted in accordance with the Bidding Documents.
- 1.8 The BASE BID is the sum stated in the Bid for which the bidder offers to perform the Work described in the Bidding Documents as the Base to which Work may be added or deducted for sums stated in Alternate Bids.
- 1.9 An ALTERNATE is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid, if the corresponding change in the Work as described in Bidding Documents, is accepted. Alternate may not be selected in the order they are listed. It is the intention of Diocese of Corpus Christi to accept an alternate at the time of award.

PART 2 – PROJECT DESCRIPTION

2.1 SUMMARY DESCRIPTION OF THE PROJECT

- A. Location: Palm Bay Charter School, 1104 Balboa Avenue, Panama City, FL 32401.
- B. Description: The project consists of the installation of a temporary kitchen to be used during the campus restoration and re-construction timeframe. Project includes the complete installation of the temporary kitchen including all permits, foundation systems, canopy/elevated walkways, security/fire alarm systems, and food service equipment as noted in the scope of work documentation.

PART 3 – BIDDER or “CONTRACTOR”

- 3.1 Each Bidder is completely responsible for being self-sufficient and including all required scope items.



PART 4 – BIDDER’S RESPONSIBILITIES

4.1 THE BIDDER IS RESPONSIBLE FOR

- A. All equipment, labor, insurance, supervision, material, etc. as required to completely comply with the scope of Work.
- B. Complying with all national, state and local codes, laws and ordinances and obtain and pay for all inspections and permits.
- C. Scheduling all required inspections with governing authorities and have sole responsibility for the completion of this work to gain final inspection approval of all governing authorities. Any additional work or processes required to gain such approval and acceptance is the responsibility of the bidder.
- D. Complying with all safety requirements of governing authorities and provide all necessary safety equipment.
- E. Bidder must follow all requirements and regulations associated with a Federally-funded construction project.
- F. Bidder must comply with the following requirements, statutes, regulations and executive orders:
 - 1. Administrative, contractual, or legal remedies in instances where Bidders violate or breach contract terms and provide for such sanctions and penalties as may be appropriate.
 - 2. Termination for cause and for convenience by the Owner including the manner by which it will be affected and the basis for settlement.
 - 3. Executive Order 11246 entitled “Equal Employment Opportunity” as amended by Executive Order 11375, and as supplemented in the Department of Labor regulations (41 CFR Chapter 60)
 - 4. Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in the Department of Labor regulations (29 CFR Part 3)
 - 5. Retention of all required records for three years after Owner makes final payments and all other pending matters are closed.
 - 6. Contract Work Hours Safety Standards Act (40 U.S.C. 327-330) Sections 103 and 107 as supplemented by Department of Labor regulations (29 CFR Part 5)
 - 7. Clean Air Act (42 U.S.C. 1857/(h)) Section 306
 - 8. Clean Water Act (33 U.S.C. 1368) Section 508
 - 9. Executive Order 11738 and Environmental Protection Agency (40 CFR Part 15)
 - 10. FEMA requirement for retention of all records for three years after receipt of final payment and all other matters are closed.
 - 11. Cooperate with and allow full access to all FEMA representatives regarding this site.



12. Ensure that all subcontractors are bound by the foregoing and include language in any subcontractors that requires the subcontractors to abide by all of the terms and conditions of this Section.
- G. Bidder shall maintain proper coordination with other trades if applicable. Lack of coordination due to internal coordination will be the responsibility of the Bidder.
 - H. Designating a safety person on site at all times. Safety person may be part of the work crew. He/She must conduct weekly Tool Box Safety Meetings, be familiar with and enforce Construction Manager and OSHA Safety requirements, be available periodically to meet on site and otherwise, assure that this Bidder's working environment is safe.
 - I. A Quality Control person. Quality Control person may be the Superintendent (full time) or may be another person on site full time.
 - J. Printing of Construction Documents is included in bidder's scope.
 - K. Sales Tax – This project is Sales Tax exempt.
 - L. General Condition Issues as follows:
 1. All delivery, offloading, hoisting, storage and setting in place of all materials and equipment. The owner will not have any equipment for the Bidder's use on site.
 2. Lay down materials and locate equipment in a manner which allows access to specific areas of the site by others. Store all equipment and material at site in locations as directed by the Architect and relocate these items, at no cost, if so directed.
 3. Protect all surrounding building elements as required to perform this scope without damage.
 4. Bidder must provide task lighting necessary to perform Bidder's scope of work.
 5. Clean up and debris removal – Bidder is responsible for daily cleanup of their work areas.
 6. Bidder is responsible to supply and maintain his own ice, drinking water and cups, and toilet facilities. No personnel working on this project may use the bathrooms in the school. Use of the bathroom inside the existing buildings is grounds for dismissal from the project.
 - M. Bidders must submit sample insurance certificates indicating coverage for Liability, Auto and Workers Compensation. Insurance thresholds are stated in the Contract Documents. The awarded Bidder will be required to provide a current Certificate of Insurance naming Palm Bay Education Group as the certificate holder and as an additional insured plus a waiver of subrogation.
 - N. Successful bidder shall participate in weekly Project Manager and Superintendent Meetings.
 - O. All construction personnel must be identified with a fluorescent vest or t-shirt with their company name prominently displayed on it for quick identification. Any worker not identified or seen communicating with a student will be immediately removed from the job.



- P. Contractor to provide a single qualified full-time on-site project superintendent acceptable to the owner for the duration of the project. Bidders to appoint an alternate superintendent who will act as responsible party should the project superintendent leave the site.
- Q. The successful bidder is responsible for complete submittals including shop drawings, product data, samples, maintenance manuals, certificates, permits, etc. submitted in ample time to allow for design team review and not delay construction.
- R. The successful bidder is responsible for as-built drawings with required stamps and approval is included.
- S. The successful bidder is responsible for furnishing of service and instructions books, warranty and submittal data.
- T. Temporary water, power and lighting will be the responsibility of the bidder and/or his sub-contractors.
- U. The Bidder shall adhere to and provide signed copies of the following documents with their bid before commencement of any Work. Copies of these documents are provided as part of the Bidding package.
 - 1. Non-Collusion Statement
 - 2. Certification Regarding Debarment, Suspension and Other Responsibility Matters

PART 5 - BIDDER'S REPRESENTATIONS

5.1 THE BIDDER BY SUBMISSION OF BID REPRESENTS THAT BIDDER

- A. Has read and understands the Bidding Documents, is familiar with the existing site conditions, and the Bid is made in accordance therewith.
- B. Has identified an individual to whom all communication and correspondence will be directed along with that person's mailing address, e-mail address, phone and fax numbers and that said individual is authorized to act on its behalf.
- C. Has provided a complete and thorough quotation that meets the full requirements of the Bid Documents requirements for the Work and delivers a complete solution to the work/supply of the Bid Package.

PART 6 - BIDDING DOCUMENTS

6.1 COPIES

- A. Invited Bidders may obtain a complete electronic set of the Bidding Documents gratis from the office of the Owner. One electronic copy of Bid Documents will be issued to qualified invited Bidders. Email address: carla.lovett@palmbayprep.org
- B. Bidders shall use complete sets of Bidding Documents in preparing Bids; neither the Owner, its Representatives nor the Architect assume any responsibility for errors or misinterpretations resulting from the use of partial sets of Bidding Documents. No partial sets will be issued.



- C. The Owner, its Representative and/or the Architect in making copies of the Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

6.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

- A. Bidders shall promptly notify the Owner of all ambiguities, inconsistencies or errors which they may discover upon examination of the Bidding Documents or of the site and local conditions.
 - *Email all ambiguities, inconsistencies or errors to: carla.lovett@palmbayprep.org*
- B. Bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which shall be sent to the Owner. In the interest of expediting responses, letters can be sent via E-MAIL.
 - *Email all requests to: carla.lovett@palmbayprep.org*
- C. Any interpretation, correction or change of the Bidding Documents will be made by Addendum. Interpretations, corrections or change of the Bidding Documents made in any other manner issued to all Bidders attending the mandatory Pre-Bid Meeting not be binding, and Bidders shall not rely upon such interpretations, corrections and changes.

6.3 ADDENDA

- A. Addenda will be e-mailed to all who are known by the Owner to have expressed interest in bidding.
- B. No Addenda will be issued later than 72 hours prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.
- C. Each Bidder shall ascertain prior to submitting his Bid that he has received all Addenda issued, and he shall acknowledge their receipt in the proper location on the Bid Form.
- D. Copies of addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

PART 7 – PAYMENT AND RETAINAGE

7.1 PAYMENT

- A. Terms of payment from Owner are net 30 days.

7.2 RETAINAGE

- A. Retainage in the amount of 10% of the amount of each Application for Payment will be retained until project completion and acceptance by the Owner.

PART 8 - BIDDING PROCEDURE

8.1 PROPOSAL DOCUMENTS REQUIRED

- A. Bid Form



- B. Business Organization Description
- C. Similar project resume
- D. Proposed Schedule
- E. Bidder Certification Regarding Disbarment
- F. Non-Collusion Statement
- G. Bid Bond

8.2 FORM AND STYLE OF BIDS

- A. Bidders must submit the provided Bid Form and all blanks on the Bid Form shall be filled in electronically or manually in ink.
- B. Where so indicated by the makeup of the Bid Form, sum shall be expressed in both words and figures, and in case of discrepancy between the two, the amount written in words shall govern.
- C. All interlineations, alterations or erasures shall be initialed by the signer of the Bid.
- D. Each copy of the Bid shall include the legal name of the Bidder, and the Bidder's Florida Contractor's license number.

8.3 SUBMISSION OF BIDS

- A. All copies of the Bid, and any other documents required to be submitted with the Bid shall be enclosed in a sealed envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project's name, the Bidder's name, and address, and Florida Contractor's license number.
- B. The Bidder shall assume full responsibility for timely delivery at the location designated for receipts of Bids.
- C. Oral, telephonic, e-mail, or fax Bids are invalid and those form of Bids will not receive consideration.

8.4 MODIFICATION OR WITHDRAWAL OF BID

- A. A Bid may not be modified, withdrawn or canceled by the Bidder after the stipulated time and date designated for the receipt of Bids, and each Bidder so agrees in submitting his Bid.

PART 9 - CONSIDERATION OF BIDS

9.1 OPENING OF BIDS

- A. The properly identified Bids received on time will be opened privately.
- B. The Owner will have the right to reject any or all Bids.

9.2 BASIS OF AWARD AND EVALUATION CRITERIA



It is the intention of Owner to utilize the following five (5) factors in evaluation of the proposals submitted. After careful review and evaluation, the project will be awarded to the firm whose proposal is most advantageous to the project and mission of the Owner, utilizing price and other factors in its evaluation and basis of award.

1. Business organization, history, previous construction project experience within the Panama City area, organizational structure and financial condition of the firm. (20 Points)
2. A list of all successfully completed projects which reflect similar scope, complexity and schedule demands as anticipated for the Temporary Kitchen @ Palm Bay Charter School Project. Please provide detailed responsibilities and include project references including contact information for project owners. Highlight the Bidder's relevant experience in construction of projects especially projects similar in size, and scope, to the Work in which Federal/FEMA funding and oversight was integral throughout the project duration. (25 Points)
3. Schedule. The timely completion of this project is imperative and the Contractor's proposed project schedule should reflect the Owner's desire to occupy these facilities as quickly as feasible. (25 Points)
4. Price. (25 Points)
5. Evidence that the General Contractor is a Small Business Concern, Disadvantaged Business Enterprise or Woman-Owned Business Enterprise. If the General Contractor does not meet any of the qualifications of the above, please submit evidence of a Corporate Outreach Program to attract qualified subcontractors that are Small Business Concerns, Disadvantaged Business Enterprises or Woman-Owned Business Enterprises. (5 Points)

PART 10 – POST BID INFORMATION

10.1 SUBMITTALS

- A. The Bidder shall, within (7) seven days of notification of selection for the award of a Contract for the Work, submit the following information to Owner:
 1. A designation of the Work to be performed by the Bidder with his own forces;
 2. A list of all subcontractors to be used.
 3. Certificate of Insurance.
- B. The Bidder will be required to establish to the satisfaction of the Architect and the owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.
- C. Prior to the award of the Contract, the Owner will notify the Bidder in writing if, after due investigation, the Owner has a reasonable objection to any such proposed person or entity. If the Owner has reasonable objection to any such proposed person or entity, the Bidder may, at his option, (1) withdraw his Bid, or (2) submit an acceptable substitution person or entity with an adjustment in his bid price to cover the difference in cost occasioned by such substitution. The Owner may, at his discretion, accept the adjusted bid price or he may disqualify the Bidder.



PART 11 – PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

11.1 BID & PERFORMANCE BOND REQUIREMENTS

- A. Bid Security in the amount of five percent (5%) of the total bid must accompany each proposal in the form of a bid bond issued by a firm licensed to practice in the State of Florida.
- B. Prior to execution of the Contract, the successful Bidder shall furnish payment and performance bonds in the amount of 100% of the total contract amount insuring the faithful performance of the Contract and the payment of all obligations arising thereunder in such form and amount as Palm Bay Education Group may prescribe. Bonds may be secured through the Bidder's usual sources. The cost of furnishing of such bonds shall be included in the Bid.
- C. If the owner requires that the bonds be obtained from other than the Bidder's usual source, all change in cost will be adjusted as provided in the Contract Documents.

11.2 TIME OF DELIVERY AND FORM OF BONDS

- A. The Bidder shall deliver the required bonds to Owner, no later than the date of execution of the Contract.
- B. The bond shall be written on AIA Document A312; Performance Bond and Payment Bond.
- C. The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his power of attorney.

PART 12 – SCHEDULE RECOVERY REQUIREMENTS

12.1 SCHEDULE

- A. The Bidder is required to submit a schedule update every Friday by 2:00 PM with a 1-week look ahead. Bidder shall provide update to Owner's Representative. Bidder shall submit a schedule update with each monthly pay application.
- B. If Bidder's work falls behind the project schedule, he will be notified 24 hours prior to the weekly Project Managers meeting that he needs to come to the meeting with a recovery schedule. The recovery schedule must show how the bidder will eliminate the negative float in the project schedule by adding workforce, changing hours, accelerating material delivery, etc.

PART 13 – FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

13.1 FORM OF AGREEMENT

- A. The agreement between the Owner and Bidder shall be executed by AIA Document A101, *Standard Form of Agreement between Owner and Contractor* where the basis for payment is a Stipulated Sum, 2007 Edition.

End of Document 00100