

## INSTRUCTIONS TO BIDDERS

Bids will be received by the City Clerk of the City of Fellsmere, Indian River County, Florida, at the place and until time specified in the Invitation to Bid and then publicly read aloud. (Note: A bidding party may be referred to hereinafter as *Bidder* or *Contractor*, as the case may be. The City of Fellsmere may be referred to hereinafter as the *City*.)

### 1.0 Preparation of Bids.

1.1 Bids shall be submitted in duplicate on the Bid Forms furnished by City or copies thereof. Bidders shall strictly comply with the requirements of the Invitation to Bid, these instructions, and the instructions on the bid form. All designations and prices shall be fully and clearly set forth. Copies of the bid shall be identical. All blank spaces in the bid form shall be suitably completed.

1.2 Each bid must give the full business address of bidder and be signed by bidder with bidder's usual signature. Bids by corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and title of the president, secretary or other person authorized to bind the corporation. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by a member of the partnership or by an authorized representative, followed by the signature and title of the person signing. The name of each person signing shall also be typed or printed below the signature. A bid by a person who affixes *president, secretary, agent* or other title to his or her signature without disclosing the principal, may be held to be the bid of the individual signing. When requested by City, satisfactory evidence of the authority of the officer signing in behalf of a corporation must be furnished.

1.3 Bids shall be completed in ink or typewritten. Erasures or other changes in the bids shall be explained or noted over the signature of bidder.

1.4 The bid price stated in the proposal shall include all taxes, license and permit fees and assessments, which might be lawfully assessed against the City or Contractor on the date of the proposal. This shall include applicable federal, state and local taxes, license fees, sales taxes, use taxes, occupational assessments, and similar taxes.

1.5 The Bid shall acknowledge of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).

1.6 The address to which communications regarding the Bid are to be directed shall be shown.

1.7 Bids shall be submitted at the time and place indicated in the Invitation to Bid and shall be included in an opaque sealed envelope, marked with the Project title and name and address of the Bidder and accompanied by a completed Statement on Public Entity Crimes. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face thereof.

1.8 For the convenience of bidders, extra sets of bid forms are available at no cost and on demand, at the offices of the City Clerk of the City of Fellsmere, 21 South Cypress Street, Fellsmere, Florida 32948.

1.9 The successful Bidder will be responsible for compliance with all applicable safety-related Federal and State statutes and regulations.

2.0 Modification and Withdrawal of Bids. Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids. Negligence on the part of Bidder in preparing the bid confers no right for the withdrawal after the bid has been opened; provided, however, that if, within twenty-four hours after Bids are opened, any Bidder files a duly signed written notice with City and promptly thereafter demonstrates to the City's reasonable satisfaction that there was a material and substantial mistake in the preparation of such Bid, that Bidder may withdraw such Bid and the Bid Security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work.

3.0 Opening Bids. Bids will be opened publicly and read aloud for the information of bidders and others properly interested who may be present, either in person or by representative. An abstract of the amounts of the base Bids and major alternates (if any) will be made available after the opening of Bids. All Bids shall remain open for sixty days after the day of the Bid opening, but the City may, in its sole discretion, release any Bid and return the Bid security prior to that date.

4.0 Alternative Bids. Alternative bids will not be considered unless they have been requested.

5.0 Interpretation of Contract Documents. Oral interpretations as to the meaning of the drawings and specifications or other contract documents will not be given to any bidder. Every request for interpretation shall be made in writing, addressed and forwarded to \_\_\_\_\_, at \_\_\_\_\_, \_\_\_\_\_ (County), \_\_\_\_\_ (State), \_\_\_\_\_ (number) or more days before the date for opening of bids. Every interpretation made to a bidder will be in the form of an addendum to contract documents, which, if issued, will be sent as promptly as practicable to all persons to whom the drawings and specifications have been issued. All such addenda shall become part of the contract documents.

6.0 Conditions of Work. Each bidder shall visit the site of the proposed work and inform him/her/itself of the conditions relating to construction and labor under which the work will be performed. Failure to do so will not relieve a successful bidder of the obligation to furnish all material and labor necessary to carry out the provisions of the contract documents and to complete the contemplated work for the consideration set forth in the bid.

7.0 Examination of Information Concerning Supplies or Manufactured Articles. The Bidder or Bidder's authorized agent is expected to examine the maps, drawings, specifications, circulars, schedules and all other instructions pertaining to the work, which will be open to inspection. Failure to do so will be at Bidder's own risk, and Bidder will not be entitled to secure relief due to error in the bid. In case of error in the extension of prices, the unit price will govern.

8.0 Submission of Information Concerning Supplies or Manufactured Articles. In bids for supplies or manufactured articles, Bidder will state whether Bidder is a manufacturer of or a regular dealer in the articles. If practical to do so, a bidder who is not a manufacturer will give the name of the manufacturer from whom the articles are to be obtained, including catalog references.

9.0 Qualification of Bidder. Each bidder must furnish a statement, on the form furnished for that purpose, of a bidder's construction experience, bidder's organization available for the work contemplated and such other information as is required by the Supplemental Conditions. The statement must be submitted at or within the time given in the statement. City shall have the right to take such steps as it deems necessary to determine the ability of Bidder to perform the work, and Bidder must furnish to City all such information and data for this purpose as City may request. The right is reserved to reject any bid where an investigation of the evidence or information submitted by Bidder does not satisfy City in its sole discretion that Bidder is qualified to properly carry out the terms of the contract.

10.0 Bid Security. Each bid shall be accompanied by a certified check made payable to the order of City of Fellsmere in the sum of not less than \_\_\_\_\_% of the estimated expense of the improvement, or a bond with sufficient sureties on the City-approved Bid Bond form, to be approved by City in a penal sum equal to \_\_\_\_\_% of the estimated expense of the improvement, and naming City as obligee. The security shall be returned to all bidders, except the three lowest responsible bidders within \_\_\_\_\_ days after the opening of bids. The remaining security shall be returned within \_\_\_\_\_ days after the bidder to whom the City has awarded the contract has executed the contract.

11.0 Contract Time. The number of days within which, or the date by which, the Work is to be completed (hereinafter the contract time) is set forth in the Agreement. When not otherwise specified, Bidder shall state the least number of calendar days, counting Sundays and holidays, after date of receipt of notice to proceed, in which Bidder will commence performance and the number of calendar days, counting Sundays and holidays, after such receipt in which Bidder will complete the work. In stating time, Bidder should make due allowance for probable difficulties that may be encountered. Time will be a consideration in evaluating the bids and the Bidders may be asked to show the Owner that their time bid is reasonable and probable.

12.0 Liquidated Damages. If the successful bidder fails or refuses to enter into a contract pursuant to the requirements of City, or fails to give the further security as prescribed in these instructions, within the time limit, then the check deposited as prescribed in these instructions, the moneys standing to the credit of Bidder and the Bidder's Bid Bond shall be forfeited to City as liquidated damages, and not as a penalty, and City shall collect the same or enforce payment of the bid bond for the benefit of the City.

13.0 Substitute Material and Equipment. The Contract, if awarded, will be on the basis of material and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to City's authorized

representative, application for such acceptance will not be considered until after the “effective date of the Agreement”. The procedure for submittal of any such application by Contractor and consideration by the City or its authorized representative is set forth in the General Conditions.

#### 14.0 Subcontractors.

14.1 The Bidder shall list proposed subcontractors on the *Questionnaire* Form.

14.2 The General Conditions require the identity of certain Subcontractors and other persons and organizations be submitted to the City in advance of the Notice of Award. The apparent Successful Bidder, and any other Bidder so requested, will within seven days after the day of the Bid opening submit to the City a list of all Subcontractors and other persons and organizations (including those who are to furnish the principal items of material and equipment) proposed for those portions of the Work for which identification is required. **Such list shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of qualification for each such Subcontractor, person and organization, if requested by the City.** If the City or its design representative, after due investigation, has reasonable objection to any proposed Subcontractor, other person or organization, either may before giving the Notice of Award request the apparent Successful Bidder to submit an acceptable substitute without an increase in Bid price. If the apparent Successful Bidder declines to make such substitution, the contract shall not be awarded to such Bidder. The Bidder’s refusal to make any such substitution will not constitute grounds for sacrificing the Bidder’s Bid Security. Any Subcontractor, other person or organization so listed and to whom City or its design representative does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to City and its design representative.

14.3 In contracts where the contract price is determined on the basis of the cost-of-work plus a fee, the apparent Successful Bidder, prior to the Notice of Award, shall identify in writing to City those portions of the work that such Bidder proposes to subcontract. After the Notice of Award, the Bidder/Contractor may only subcontract other portions of the Work with City’s written consent.

14.4 No Contractor shall be required to employ any Subcontractor, other person or organization to whom or which there is reasonable objection.

#### 15.0 Bond Requirements

15.1 A good and sufficient construction bond will be required of the contractor to whom the contract is awarded in the sum of 125% of the contract price, executed to the City of Fellsmere and conditioned on faithful performance of the work.

15.2 A good and sufficient statutory (payment) bond will be required of a contractor in the sum of 100% of the contract price executed to the City of Fellsmere and conditioned on payment of all labor, material and equipment used in the work.

15.3 All such bonds shall be on forms approved by the City and must be signed by a surety company licensed to do business in the State of Florida and acceptable to the City of Fellsmere.

16.0 Persons Interested in More Than One Bid. If more than one bid is offered by any one person, by or in the name of an agent, partner or other person, all such bids may be rejected. However, when called for, a bidder may submit alternative bids or may quote difference prices on different qualities of material or different conditions of delivery. Further, a person who has quoted prices on materials to a bidder is not thereby disqualified from quoting prices to other bidders or from submitting a bid directly for the materials or work.

17.0 Time of Opening Bids. Bids received prior to the time of opening will be kept unopened in a secure place. 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 that when a bid arrives by mail after the time fixed for opening, but before award is made, and it is shown to the satisfaction of the officer authorized to make the award that the failure to arrive timely was due solely to delay in the mails for which Bidder was not responsible, such bid will be received and considered. No responsibility will attach to an officer for the premature opening of a bid not properly addressed and identified. Telegraphic bids will not be considered.

18.0 Award of Contract. City shall determine the lowest responsible bidder or bidders whose bid and check or bond have been made and filed in conformity with the published notice, and the contract shall be awarded to the lowest responsible bidder, unless in the judgment of City it shall be in the interests of City to reject all bids and advertise again. The City reserves the right, at its sole discretion and without cause or justification, to reject any or all bids or to award the contract in the best interests of the City. The City also reserves the right to waive any formalities, informalities and technicalities or to reject all bids and re-advertise, at the City's sole discretion.

19.0 Interpretation of Approximate Quantities. The Bidder's attention is called to the fact that any estimate of quantities of work to be done and materials to be furnished under the Specifications as shown on the Bid Schedule, or elsewhere, is approximate only and not guaranteed. The City does not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities, nor shall the Contractor plead misunderstanding or deception because of such estimate of quantities or of the character, location of the work, or other conditions pertaining thereto.

20.0 Contract. The Bidder to whom the Contract is awarded shall, within ten (10) days of the Notice of Award, execute and deliver five (5) copies of the following to the Designer: (a) Agreement; (b) Performance Bond; (c) Payment Bond; and (d) Certificate of Insurance.

21.0 Non-discrimination. Believing in the dignity and worth of every person, the City is committed to social justice and therefore strongly encourages the Contractor and its subcontractors to provide equal employment opportunities to women and to minorities.

22.0 Failure to timely contract with City. If the Bidder to whom the contract has been awarded refuses or fails to complete the requirements of Article 20.0 above within ten (10) days after Notice of Award, the additional time in calendar days required to CORRECTLY complete

the documents will be deducted, in equal amount, from the Contract Time, or the City may elect to revoke the Bid, proceed against the Bid Bond of any Bidder failing to execute the awarded Contract and the Bidder shall be held by the City for consequential damages incurred, and the Contract shall be awarded as the City desires.

23.0 Other. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dated: \_\_\_\_\_, 20\_\_.

City of Fellsmere

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name/Title