

BELLAIRE PUBLIC SCHOOLS  
HIGH / MIDDLE SCHOOL ADDITIONS & REMODELING  
FURNITURE BID PACKAGE – PHASE II

CWS 2621F

SECTION 00210 – INSTRUCTIONS FOR BIDDERS

1. DEFINITIONS:

- A. Bidding Documents include the Bidding Requirements and proposed Contract Documents. The Bidding Requirements consist of the Advertisement for Bids, Instructions for Bidders, the Proposal Forms, Furnishings Specifications and General Requirements and Drawings. Contract Documents consist of the form of Agreement between Owner and Contractor, General Conditions of the Contract, Supplementary and other conditions, Specifications, Drawings and Addenda issued prior to execution of the contract.
- B. An Alternate is an amount stated in the Proposal Form to be added to or deducted from the amount of the Base Bid if the described Alternate is accepted.
- C. The Base Bid is the amount stated in the Bids for which the bidder offers to perform the work as described in the Bidding Documents as the base, to which work may be added to or deleted from, for the amounts stated in the Alternates.
- D. A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipments or services or a portion of the work as described in the Bidding Documents.

2. SECURING BIDDING DOCUMENTS:

- A. One set of Bidding Documents will be furnished to the Bidders at no charge by the Architect.
- B. Only complete sets of Bidding Documents will be furnished. The architect or owner assumes no responsibility for errors or misinterpretations resulting from use of incomplete sets of Bidding Documents.
- C. Bidding Documents remain the property of the Architect.

3. PREPARATION AND SUBMISSION OF BIDS

- A. Bids shall be submitted on forms bound in the Proposal Forms of the Bidding Documents.
- B. All blanks on the Proposal Forms must be filled in by typewriter or by hand in ink.
- C. Amounts shall be expressed in both words and figures. In case of a discrepancy the amount stated in words shall govern.
- D. Alternations by erasure or interlineations must be initialed by the Bidder.
- E. All Alternates must be bid. If no change in the Base Bid is required, enter “NO CHANGE”
- F. Submit the Bid, along with the bid security and any other documents required to be submitted with the Bid to the Architect and deliver to the address given in the Advertisement for Bids on or before the day and hour set for receipt of the Bids.
- G. The Bidder in submitting a Bid represents that:
  - 1. The bidder has read and understands the Bidding Documents, including the Drawings, Specifications and other proposed Contract Documents.
  - 2. The Bid is made in compliance with the Bidding Documents.
  - 3. The Bidder has visited the site of the Work and become informed as to existing conditions and limitations under which the Work is to be performed and included in their Bid a sum to cover the cost necessary to perform the Work as set forth in the Bidding Documents. No allowance will be made to a Bidder because of lack of such examination or knowledge.
  - 4. The Bid is based upon materials, equipment and systems required by the Bidding Documents without exception and without substitutions.

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- A. Bid security is required.
- B. Each bid shall be accompanied by a Bid Security in the form of a certified check, cashier's check, money order or bid bond made payable to Bellaire Public Schools in the amount not less than five percent (5%) of the base bids as a Bid guarantee. Bid Bond shall be provided by a company licensed to do business in the State of Michigan.
- C. The successful bidder may be required to provide a Performance Bond and a Labor and Materials Payment Bond covering the faithful performance of the Contract and payment of all obligations arising there under, each in the amount of one hundred percent (100%) of the contract amount. The cost of such bonds shall be included in the bid as a separate line item.
- D. The bidder shall deliver bonds to the owner no later than three days following the date of execution of the Contract. If the work is to be commenced prior thereto in response to a letter of intent, the bidder shall, prior to commencement of the work submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this paragraph.
- E. Should the bidder refuse to enter into a Contract or fail to furnish such bonds, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty.

5. MODIFICATIONS AND WITHDRAWAL OF BIDS

- A. A bidder may not modify, withdraw or cancel a bid, for a period of sixty (60) days following the time and date designated for receipt of bids and by submitting a bid each bidder shall so agree.
- B. A bidder may withdraw their bid, either personally or by written request, at any time prior to the scheduled time for receipt of bids. A withdrawn bid may be resubmitted up to the date and time designated for receipt of bids.
- C. Prior to the time and date for receipt of bids, a bidder may modify a bid by notice to the party receiving bids, at the place designated for receipt of bids. Such notice shall be in writing over the signature of the bidder. A change shall be worded as not to reveal the amount of the original bid.

6. CONSIDERATION OF BIDS

- A. The Owner reserves the right to reject any or bids submitted either in whole or part, to reject a bid not accompanied by the required Bid security or by other data required by the Bidding Documents or to reject a bid which is any way incomplete or irregular and to waive informality and irregularity in the bids and in the bidding.
- B. The Owner reserves the right to accept alternated in any order or combination and to determine the low bidder on the basis of the sum of the base bid and alternates accepted.

7. EXECUTION OF AGREEMENT

- A. The successful bidder will be required to execute an AIA Abbreviated Form of Agreement between Owner and Contractor for Furniture, Furnishings and Equipment, AIA Document A 177-1980.
- B. The bidder to whom the contract is awarded shall, within five (5) calendar days after notice of award and receipt of Agreement forms from the owner, sign and deliver required copies to the owner.
- C. At or prior to delivery of the signed Agreement the bidder to whom the contract is awarded shall deliver to the owner those certificates of Insurance required by the owner.

8. INTERPRETATION OF CONTRACT DOCUMENTS PRIOR TO BIDDING

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- A. Bidders shall study the Contract Documents; examine the site and local conditions and if in doubt as to the true meaning of any part of the Bidding Documents or finds discrepancies, inconsistencies or errors or omissions from any part of the Bidding Documents, the bidder may submit to the architect a written request for interpretation. The person submitting the request shall be responsible for its prompt delivery.
- B. Interpretations, correction or changes to the proposed Contract Document will be made by Addendum only.

9. ADDENDA

- A. Addenda will be transmitted to all who are known by the Architect to have received a complete set of the Bidding Documents.
- B. Copies of Addenda will be made available for inspection wherever Bidding Documents are on file.
- C. Addenda will be issued no later than four (4) days prior to the date for receipt of Bids, except an Addendum withdrawing the request for bids or one which postpones the date for the receipt of bids.
- D. Each bidder shall ascertain prior to submitting their bid that they have received all Addenda issued and shall acknowledge their receipt on the Bid Form.

10. SUBSTITUTIONS AND PRODUCT OPTIONS (BEFORE BIDDING)

- A. Materials or products specified by name of manufacturer, brand, trade name or catalog reference shall be basis of bid and to establish basis of quality, design, color or workmanship. Where terms “or equivalent”, “or equal”, “or approved equal”, “approved”, etc. appear in Specifications or on Drawings, materials, products or procedures other than those specifically named may be used provided substitution is accomplished by submitting specifications and any visual documentation of product. A post-bid audit shall be conducted to ensure product meets all requirements. Architect may require a sample be provided before acceptance. Acceptance or rejection of proposed substitution or other change shall be discretion of Architect.
- B. Substitute material, devise, item of equipment, etc. must fit within space or area allocated to it as indicated on Drawings and must be compatible with and adequately supported by existing or contemplated construction. Likewise, substitutes which require mechanical or electrical services must be fully compatible with respective services required by Specifications for specified product. It substitute material, device, item of equipment, etc. requires additional work entire cost, including cost of Architectural or Engineering proof of merit of the proposed substitution is upon the bidder. The Architect’s decision of approval or disapproval of proposed substitution shall be final.
- C. If proposed change is not accepted, material, product or procedure named in Specifications or shown on Drawings must be provided.
- D. No claim regarding unsuitability of material or equipment will be entertained unless such claims were made in writing, stating proposed alternate materials, and submitted with original bid. Further, no substitution of materials other than those agreed upon prior to signing of contract will be permitted.

11. VOLUNTARY ALTERNATES

- A. No voluntary alternates will be considered prior to receipt of bids. The burden of proof of the merit of the proposed voluntary alternate is upon the proposer. The architect’s decision of approval or disapproval of a proposed voluntary alternate submitted in a bid shall be final upon architect’s review of received bids.
- B. Voluntary alternates shall be listed under the voluntary alternate section of the proposal form only. Base bid pricing shall only reflect the specific furnishings itemized on the attached contract documents.

12. TAXES

- A. Loose furnishings contracts are tax exempt. Owner will provide tax exempt identification number.

13. PERMITS AND FEES

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- A. All bids shall include cost of all applicable permits and fees.

14. TIME OF COMPLETION

- A. The bidder, if awarded the Contract, agrees to complete the work on or before the Contract Completion Date stated in the Proposal Form.

END SECTION 00210