

## INSTRUCTIONS TO BIDDERS

Sealed proposals for construction, including the supply of necessary labor, materials and equipment for Doyon Utilities, LLC (hereinafter, "Owner"), to be known as **Project FTW 336A Aircraft Storage**, will be received by the Owner on or before **2:00 P.M., Alaska Standard Time, June 16, 2010**, at its office at **714 Fourth Avenue, Suite 201, Fairbanks, Alaska 99701**, at which time and place the proposals will be publicly opened and read. Any proposal received subsequent to the time specified will be promptly returned to the Bidder unopened.

**Project FTW 336A Aircraft Storage** is located at Fort Wainwright in the State of Alaska, all as more fully described in the Plans, Specifications, Construction Drawings and Contractor's Proposal hereinafter discussed.

### I. PREPARATION OF BIDS

A. DEFINITIONS. The terms "Engineer," "Supervisor," "Project," "Completion of Construction," and "Completion of the Project" as used herein shall be as defined in the Contractor's Proposal form and proposed Contract terms hereto attached.

### B. GENERAL INFORMATION TO BIDDERS.

INSTRUCTIONS TO BIDDERS define conditions of the bid.

BID PROPOSAL FORM. Defines requirement of work to be done and must be completed and submitted. The bidder should indicate its name in the appropriate space on each page.

ORDER OF PRECEDENCE. Any inconsistency in the bid solicitation shall be resolved by giving precedence in the following order (1) specifications and (2) instructions to bidders.

BIDDER CERTIFICATION AND IDENTIFICATION. Bid must contain an original manual signature from an individual authorized to bind the Bidder. An unsigned bid will be considered non-responsive.

BID BOND is not required.

CONTRACTOR'S BOND is required when the contract, including labor and material furnished by the Contractor, exceeds \$500,000. Should the Owner accept a Bidder's proposal, the Bidder shall have five (5) business days after written notification of acceptance of the Proposal to obtain and provide proof of a Contractor's Bond. If the Bidder fails to do so, the Owner shall consider the Bidder's proposal abandoned and shall exercise its rights to award the Contract to another Bidder, reissue the notice, or withdraw the request for proposal or bid.

C. OWNER MATERIALS. Owner-furnished materials will be included in the bid tab as provided by the owner. A list of the materials furnished by the Owner is attached hereto as the Owner-Supplied Material List.

All retired materials remain the property of the Owner, including but not limited to retired conductor, hardware, and poles. Retired materials must be returned to a location specified by the Owner. Material must be returned in a disassembled state and neatly stored.

D. SUBSTITUTIONS. Should the bidder find it necessary to use a material, equipment, produce or system other than specified, the bidder shall secure from Owner, written approval for the use of the

alternate materials, equipment, produce or system. The Owner is not obligated to approve requests for substitutions and has the discretion to require the bidder to provide the materials as specified in the bid documents. In no case shall the bidder be entitled to additional time and/or money arising out of the Owner's failure to approve requests for substitutions.

**E. DISCREPANCY IN PRICES.** Where the prices in the bid or proposal are separated into three columns designated as "Labor," "Materials," and "Labor and Materials," and where a discrepancy appears between the sum shown in the "Labor and Materials" column and the correct addition of the sums appearing in the "Labor" column and the "materials" column, the correct addition of the sums appearing in the "Labor" column and the "materials" column shall control.

**F. FAMILIARITY WITH CONDITIONS.** Before submitting a Proposal, the Bidder shall make and shall be deemed to have made a careful examination of the Project site; the Plans, Specifications, Construction Drawings, Installation Requirements, and forms, including the Contractor's Proposal Form and the Contractor's Bond Form. The Bidder shall become informed as to the location and nature of the proposed construction, the transportation facilities, the kind and character of soil and terrain to be encountered, the kind of facilities required before and during the construction of the Project, general local conditions and all other matters that may affect the cost and the time of completion. The Bidder awarded the contract will be required to comply with all applicable statutes, regulations, etc., including those pertaining to the licensing of Contractors.

## **II. OWNER REPRESENTATIONS.**

**A. MATERIALS.** If the Owner shall have undertaken to furnish any materials for the construction of the Project, such materials are on hand at locations specified or if such materials are not on hand they will be made available by the Owner at the locations specified before the time such materials are required for construction.

**B. EASEMENTS AND RIGHTS OF WAY** have been obtained from the owners of the properties across which the Project is to be constructed.

**C. STAKING.** All required staking, except as shown on the maps included in the Plans and Specifications, has been completed.

**D. UNDERGROUND CONSTRUCTION.** Where underground construction is required, permission has been obtained from the required authorities to install underground facilities and related support.

**E. FUNDS.** All funds necessary for prompt payment of the construction of the Project will be available for payment.

**F. LIMITED REMEDY.** If the Owner shall fail to comply with any of the provisions in this Section II of the Instructions to Bidders, or if any of the representations are incorrect, the Contractor will be entitled to an extension of time for completion for a period equal to the delay, if any, caused by such failure or incorrect information, provided that the Contractor shall have promptly notified the Owner in writing of its desire to extend time on such basis. If the Owner's failure to comply with such representations were for reasons beyond the control of and without fault by Owner, the extension of time granted will be Contractor's sole remedy for such failures.

### **III. SUBMITTING BIDS.**

A. **TWO COPIES OF COMPLETED BIDS** must be submitted to the Owner on forms furnished by the Owner, in sealed packages or envelopes reflecting the name and address of the Bidder and the date and hour of the opening of bids. Bid submissions must be clearly marked with bid number, bid title, and bid opening date. A complete electronic copy of the bid must concurrently be submitted on a CD in Microsoft compatible software. The bid must also include a schedule showing major milestones with necessary manpower loading to accomplish these milestones, to be attached as Appendix 2. Bids submitted after the date and hour specified will not be considered.

B. **OBTAINING AND TRANSFERRING DOCUMENTS.** The Plans, Specifications and Construction Drawings together with all necessary forms and other documents for bidders may be obtained from the Owner.

C. **ERASURES OR CORRECTIONS.** When filling out the bid proposal form, bidders are required to complete bid proposal in ink or type. All changes must be crossed out and initialed in ink, or the bid will be considered non-responsive. No alterations or interlineations will be permitted unless made before submission.

### **IV. CHANGE, WITHDRAWAL, OR CANCELLATION OF BIDS.**

A. **PRIOR TO BID OPENING.** Should the Bidder desire to change or withdraw its bid, it shall do so in writing. This communication is to be received by the Owner, prior to date and hour of bid opening. The Bidder's name, the bid number, the bid title and the date the bid is due must appear on the envelope.

B. **AFTER BID OPENING.** After bids are opened, they may not be changed, nor

withdrawn, for 60 days after the determined opening date, unless otherwise specified on the "Bidder Qualification Form."

C. **RIGHT TO CANCEL BIDS.** An invitation for bids may be canceled, in whole or in part, when the Owner determines it is necessary to do so.

D. **BID REJECTION.** Owner reserves the right to reject any or all Proposals, or to withdraw the Request for bid or Proposals altogether. No right to award or acceptance of the bid or proposal may or shall be inferred from or implied to this Request for Bid or Proposal.

### **V. AWARDS.**

A. **RESERVATION FOR REJECTION OR AWARD.** The Owner reserves the right to reject any or all bids, to waive irregularities or technicalities, and to request rebids. The Owner will consider the construction schedule, Bidder's relative experience, and a balance between prices for labor and materials and the total price for the respective Construction Units. However, in all cases, the Owner reserves the right to award in whichever manner is in the best interest of the Owner.

B. **OFFICIAL AWARD DATE.** Awards become official upon the Owner's formal acceptance of the bid or proposal.

C. **INTENT OF BID DOCUMENTS** is to include only the written requirements for materials, equipment, systems, standards and workmanship necessary for the proper execution and completion of the work by the Bidder. The bid documents shall not be construed to create an entitlement to any other scope of work except as specified herein.

**VI. CONTRACTOR'S BOND (UPON ACCEPTANCE OF BID).**

A Contractor's Bond may be required to guarantee performance. Contractor Bonds shall be written through a reputable and responsible surety bond agency licensed to do business in the State of Alaska and with a surety company or corporation as follows:

<u>Contract Amount</u>	<u>Min. Rating by A.M. Best</u>
\$500,000 - \$2,500,000	None
\$2,500,000 - \$5,000,000	B+ or NA-3, No Min. Class
\$5,000,000.01 - \$10,000,000	A- Class IV
\$10,000,000.01 or more	A- Class V

Current certificate of authority as acceptable surety on Federal Bonds in accordance with the latest edition of the United States Treasury Department Circular 570 entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" shall be accepted for an amount not exceeding the underwriting limitation thereon.

Owner will notify the bonding company to cancel the bond when all goods/services have been accepted and invoices have been approved for payment.

**VII. COMPLIANCE WITH LAWS.** Bidders shall comply with all federal, state, and local laws applicable to it and the performance of its obligations under this bid.

**VIII. CONTRACT IS THE ENTIRE AGREEMENT.**

Owner's written acceptance of the Bid Proposal Form creates a Contract for the work identified herein and under the conditions set forth in the Proposal, or as the work or payment may be amended under the terms of the Proposal or by written agreement of the parties. The Contract shall be deemed to include the entire agreement between the parties thereto, and the Contractor shall not claim any modification thereof resulting from any representation or promise made at any time by any officer, agent or employee of the Owner or by any other person.

**X. ATTACHMENTS.** Attached and incorporated hereto are Project Plans, Specifications, Construction Drawings, Owner-Furnished Material Lists, Installation Requirements for Employees, Contractor's Bond Form, Staking Sheets, the Bid Tab, Contractor's Proposal Form, and the Appendix 2 form.

***Doyon Utilities, LLC, Owner***

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

Its:\_\_\_\_\_

**READ AND ACKNOWLEDGED**

By:\_\_\_\_\_  
(Bidder)

Its:\_\_\_\_\_