**SECTION 00200 - INSTRUCTIONS TO BIDDERS**

**1.0 GENERAL**

**1.1 Project**

1. Title: {{ project\_name }}
2. Description: {{ project\_description }}

**1.2 Owner**

{{ owner\_name }}

{{ street\_1 }}

{{ city\_1 }}, {{ state\_1 }} {{ zip\_1 }}

Telephone: {{ owner\_phone }}

Email: {{ owner\_email }}

**1.3** **Qualifications**

Bidding contractors shall be qualified at the time of bid opening in accordance with this section and the remainder of the contract documents.

* 1. **Date and Time**

Bids shall be received at the owner's email address (stated above) by

{{ date\_1 }} until {{ time\_1 }} eastern standard time. Copies of the bids shall be emailed to {{ engineer\_email }}.

**1.5 Engineer**

{{ engineer\_name }}

Biller Reinhart Engineering Group, Inc.

{{ address\_2 }}

{{ city\_2 }}, {{ state\_2}} {{ zip\_2 }}

Telephone: {{ engineer\_phone }}

Email: {{ engineer\_email }}

**1.6 Contractor Qualifications**

* 1. The contractor, by submitting a bid for this project, acknowledges their sufficient experience, means, and licensure to perform the work of this project.
  2. The bidding contractor shall hold a current General Contractor's license.

**1.7 Addendums to the Contract Documents**

1. During the bidding process, all questions to the engineer shall be made in writing. Questions may be emailed to the engineer at the address stated above.
2. Answers to the contractors' questions will be issued by the engineer, in writing, to all bidding contractors. An addendum to the contract documents will be issued if deemed necessary.
3. Bid due dates may be adjusted, at the discretion of the engineer and/or owner, upon issuance of an addendum to the contract documents.

**1.8 Familiarity with Laws**

The contractor, by submitting a bid for this project, acknowledges their familiarity with all federal, state, and local laws, ordinances, rules, and regulations that in any manner affect the work of this project.

**1.9 Examination of the Contract Documents and the Project Site**

* 1. The contractor, by submitting a bid for this project, acknowledges their familiarity with the contract documents, the nature and extent of the work, and any existing and/or local conditions that in any manner affect the work of this project.
  2. The dimensions and quantities shown in the contract documents and the bid documents represent the engineer’s estimates for bidding purposes. The contractor shall obtain their own dimensions and quantities as required to perform the work of this project.
  3. Copies of the contract documents are on file with the owner and engineer at the addresses stated above.
     1. **Bids**

1. Bidding contractors shall submit their bids on the provided bid documents. Other documents or modified bid documents will not be accepted.
2. Bidding contractors shall return their issued copies of the contract documents with their bids. Failure to return the issued copy of the contract documents will result in a $75.00 charge billed to the contractor.

**1.11 Bid Guarantee**

1. Proposals shall be accompanied by a bid guarantee equal to 5 percent of the amount of the base bid. The bid guarantee shall be in the form of a certified check, a cashier's check, a bank draft, or a bid bond made payable to the owner.
2. The owner may, at their option, waive this requirement.
3. The bid guarantee shall guarantee that the bidding contractor will not withdraw their bid for a period of 45 days after the bid due date stated above. The bid guarantee shall also guarantee that if the bid is accepted by the owner, the bidding contractor will execute a contract with the owner as per the *Award of Contract* section below.
4. Should the bidding contractor, upon having their bid accepted by the owner, fail to execute a contract (as per the *Award of Contract* section below) with the owner within 10 working days after notification of acceptance, the bidding contractor shall be liable to the owner for the full amount of the bid guarantee to account for the resulting damage to the owner due to the default of the bidding contractor.
5. The bid guarantees shall be returned to the bidding contractors upon execution of a contract, as per the *Award of Contract* section below, between the successful bidding contractor and the owner.
6. Should a contract, as per the *Award of Contract* section below, between the owner and contractor not be executed within 45 days after the bid due date stated above, then the bid guarantees shall be returned to the bidding contractors upon request, provided that the bidding contractor has not been notified of the acceptance of their bid.

**1.12 Withdrawal of Bids**

1. Bids may be withdrawn upon written request by the bidding contractor provided that such a request is received by the owner prior to bid due date stated above.
2. Bids may not be withdrawn after the opening of bids on the bid due date stated above.
3. Negligence on the part of the bidding contractor in preparing their bid produces no right for withdrawal of the bid after the opening of bids on the bid due date stated above.

**1.13 Rejection of Bids**

The owner reserves the right to reject any and/or all bids when, in the opinion of the owner, such rejection serves the best interest of the owner.

**1.14 Award of Contract**

1. The owner will award the contract to the successful contractor.
2. The contract will be awarded to the responsible bidding contractor submitting the low responsive bid for this project.
3. Upon award of the contract, the successful bidder shall execute AIA document A104 *Abbreviated Form of Agreement Between Owner and Contractor* (to be provided by the contractor) as per the requirements stated herein.
4. The contractor shall deliver the signed documents to the owner within 10 working days after notification of acceptance of their bid.

**1.15 Labor and Materials Bonds and Performance Bonds**

1. The selected contractor shall furnish the owner with a State of Florida Labor and Materials Payment Bond and a Performance Bond, written by a Surety Company authorized to do business in the State of Florida.
2. The Labor and Materials Bond and Performance Bond shall each be in the amount of 100% of the contract sum.
3. The Surety Company shall be acceptable to the owner.
4. The owner may, at their option, waive this requirement.

**2.0 PRODUCTS**

Not applicable.

**3.0 EXECUTION**

Not applicable.

**END OF SECTION 00200**