

**SECTION 00 21 13**  
**INSTRUCTIONS TO BIDDERS**

**PART 1 - GENERAL**

**1.01 BID PACK**

- A. One Bid Pack including Bidding Documents, Bid Envelope, and Bid Form may be obtained by Bidders and Subcontractors by depositing a check made payable to the Designer. The deposit will be refunded upon return of complete Bidding Documents unmarked and in good condition within 15 calendar days after the scheduled bid opening.
- B. Entities securing Bid Packs become Bidders of Record and are issued subsequent addenda.
- C. Bidders of Record may obtain additional copies of Bidding Documents from Designer at cost (nonrefundable).

**1.02 EXAMINATION**

- A. Bidders shall carefully examine site and documents to obtain first-hand knowledge of existing conditions and Work proposed.
- B. Contractor will not be given extra payment for conditions which can be determined by examining site and documents.

**1.03 QUESTIONS**

- A. Bidders shall submit questions about bidding documents to Designer in writing. Replies will be issued to Bidders of Record by addenda and will become part of Contract Documents. Designer and Owner will not make oral clarifications.
- B. Questions must be received by Designer at least six calendar days before bid opening date.
- C. Normal practice is that no addenda affecting pricing will be issued less than three calendar days before bid opening date.

**1.04 SUBSTITUTIONS**

- A. Substitution requests before receipt of bids must be prepared in accordance with the process described in Section 01 60 00, Product Requirements, including submittal of a fully completed Section 01 62 32, Substitution Request Form. (Substitution requests after contract award shall be permitted in accordance with the Contract Conditions and Section 01 60 00.)
- B. Substitution requests before receipt of bids must be received ten calendar days before date set to receive bids. However, regardless of the date received, consideration of substitution requests is not an obligation of the Designer or Owner and the Designer will determine if sufficient time is available for evaluation of the request.
- C. Acceptable substitutions will be identified in addenda.

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- D. Bidders submitting bids in reliance upon a substitution when the substitution has not been approved prior to bidding do so at their own risk.

#### 1.05 LICENSING AND QUALIFICATIONS

- A. Bidders shall be familiar with the Contractors Licensing Act of 1976, as currently amended (codified in Tennessee Code Annotated Sections 62-6-101, et seq.). A contract will not be awarded to a bidder whose bid is in conflict with State licensing law.
- B. In compliance with Tennessee Code Annotated Section 50-9-114(a), prospective bidders are advised that the Owner does not operate a certified drug-free workplace program providing for testing.
- C. Bids submitted shall not include a contractor or subcontractor that is disqualified from participating in State construction projects under the supervision of the State Building Commission. As a matter of public record, the State Architect maintains a list of those that are disqualified.

#### 1.06 BID FORM

- A. Make bids on an unaltered Bid Form furnished by the Designer in Bid Pack. Submit one Bid Form. Failure to completely fill out Bid Form may cause bid to be rejected.
- B. If a Bidder chooses not to bid an Alternate, Unit Price, or Base Bid in a multiple Base Bid project, write "No Bid" in the space. To indicate availability of an Add Alternate at no additional charge, write "No Charge" in the space. Additional stipulations or qualifications on Bid Form may cause bid to be rejected.
- C. Bid Form shall be signed by person or persons legally authorized to bind Bidder to contract.

#### 1.07 BID SECURITY

- A. Bid Security is required in the amount of five percent (5%) of total amount of bid, including alternates, in the form of a Bid Bond or check (certified or cashier's) made payable to The University of Tennessee.
- B. Bid Bonds shall be issued by Surety company licensed to do business in Tennessee by Tennessee Department of Commerce and Insurance, and shall have certified and current Power-of-Attorney for Attorney-in-Fact attached.
- C. Owner may retain Bid Security of bidders to whom award is being considered until either (a) Contract has been executed, or (b) specified time has elapsed so that bid is not binding, or (c) bid has been rejected. If Bidder refuses to enter into Contract or fails to furnish all required attachments properly executed, the amount of Bid Security shall be forfeited to Owner as liquidated damages, not as penalty.

#### 1.08 BID SUBMITTAL

- A. Submit Bid Form, with required attachments, enclosed and sealed in Bid Envelope furnished by Designer in Bid Pack. Bidder shall fill in blank spaces on face of Envelope, except blank provided for Designer's approval.
- B. If any work, regardless of dollar value, is required for Plumbing, HVAC, Electrical,

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Masonry, or Geothermal list subcontractor that will perform that work. If Bidder will perform that work with Bidder's own forces, fill in Bidder's name as subcontractor. If no work is required in a category, write "N/R" (None Required) or "N/A" (Not Applicable) in space provided for subcontractor(s).

- C. Provide State contractor license number, expiration date, and applicable classifications for Bidder and listed subcontractors, as applicable by State licensing law.
- D. Bidders are solely responsible for ensuring that bids are received by the time and at the place identified for receipt of bids. The bid opening time shall be established by the timepiece of the Owner's representative. Bids received late will be returned unopened.
- E. A bid sent by mail shall be enclosed in an envelope clearly marked "Bid Envelope Enclosed".

#### 1.09 MODIFICATION AND WITHDRAWAL PRIOR TO CLOSE OF BIDDING

- A. Modification: Bids, once submitted, may be modified before the scheduled opening time only upon receipt of a written modification signed by an authorized representative of the Bidder. Modification to a bid may be made as an "Add" or "Deduct" only. Modification to bid may be written on the Bid Envelope with the signature of an authorized representative of the Bidder also written on the Bid Envelope. Modification shall indicate only the amount of change, clearly identified as an "Add" or "Deduct", and not indicate either the prior or resulting bid amount.
- B. Withdrawal: Bids, once submitted, may be withdrawn before the scheduled opening time only upon receipt of a written withdrawal request signed by an authorized representative of the Bidder.

#### 1.10 POST-BID WITHDRAWAL OF BID FROM CONSIDERATION DUE TO MISTAKE

- A. Request to withdraw bid due to mistake must be in writing to Owner, delivered in person or postmarked certified or registered mail not later than twenty-four hours after the time fixed for receipt and opening of bids. Request shall acknowledge that bidder refuses to enter into contract based on bid and intends to submit original work papers, documents, and materials used in preparation of the bid in like manner within five working days following date of bid opening.
- B. Bidder making such request will be removed from consideration for award of contract; and, a determination shall be made by a duly appointed review panel or the State Architect as to whether forfeiture of Bid Security may be waived.

#### 1.11 CONSIDERATION OF BIDS

- A. To be considered, bids shall be made in accordance with these Instructions to Bidders. Failure to comply with these requirements may cause bid to be rejected.
- B. The Owner reserves right to: reject Unit Prices proposed in a bid without invalidating other portions of bid; reject a bid which does not provide all required Unit Prices; waive informalities; and, reject any or all bids.
- C. It is Owner's intent to award contract, or multiple contracts in the case of multiple base bids, based upon lowest evaluated responsive bid submitted by responsible

Bidder for Base Bid plus Alternates (if any) taken in order up to, but not to exceed the Bid Target. If the Base Bid of all bidders exceeds the established Bid Target, the low Bidder is determined by the lowest Base Bid submitted by a responsible Bidder irrespective of any Alternates (if any) bid. When Alternates are included in bidding, Bid Target will be announced at bid opening prior to opening bids. Alternates may be accepted or rejected at Owner's discretion, provided that final combination of Base Bid and accepted Alternates does not change low Bidder as established by above method.

- D. In the event of tie bids, preference will be given to in-State bidder over out-of-State bidder; and, if a tie still exists, successful Bidder will be determined by chance, e.g. a coin toss.
- E. In the case of a multiple Base Bid, Owner may award a combined contract for the Work of more than one Base Bid if the same Bidder is the successful low Bidder on each.

#### 1.12 POST-BID INFORMATION

Each Bidder shall be prepared, if requested by Owner or Designer, to present, within ten days of the request, evidence of experience, qualifications, and financial ability to carry out the terms of the contract.

#### 1.13 BONDS

- A. The successful Bidder shall furnish a Contract Bond in an amount equal to one hundred percent (100%) of the Contract Sum and in accordance with the requirements and the form exhibited as Section 00 61 13.
- B. The successful Bidder shall furnish, if applicable, a Three Year Roof Bond in an amount stipulated on the Bid Form and in accordance with the requirements and the form exhibited as Section 00 61 43.

#### 1.14 EXECUTION OF THE CONTRACT

- A. If a Bidder is presented the written Agreement form for signing, then that Bidder shall deliver to the Owner, within fourteen calendar days after presentation, the required number of counterparts of the signed Agreement Form, Contract Bond, Roof Bond (if required), and certificates of insurance.
- B. Failure of the Bidder to return the Agreement as stipulated above shall entitle the Owner to require forfeiture of Bid Security and to proceed with award to the next lowest responsive Bidder.

#### 1.15 AWARD OF THE CONTRACT

Presentation of Agreement form by Owner to Bidder for signature does not constitute award of Contract. Contract shall not be considered awarded until Bidder has received a fully executed Agreement.

#### 1.16 DIVERSITY PARTICIPATION

- A. It is the express desire of The University of Tennessee and the State Building Commission to include an emphasis on diversity in its contractual relationships with contractors for the construction, demolition or renovation of State projects

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under jurisdiction of the Commission. The Commission acknowledges that firms who demonstrate and embrace diversity within their programs and policies are assisting the State in achieving its goals in building a more reflective marketplace of the community within this State.

- B. It is a requirement of all successful Bidders or proposers on projects under the jurisdiction of the State Building Commission that they report to the State the names and amounts of contracts entered into with diversity-owned businesses on their contract with the State in order for the State to collect data on such participation.

**END OF SECTION**