

1.0 DEFINITIONS

- 1.1 Bid Documents include the Advertisement for Bids, Instructions to Bidders, the Bid Proposal Form, other sample bidding and contract forms and the Contract Documents including any Addenda issued prior to receipt of Bids.
- 1.2 Contract Documents for the Work are as defined in the General Conditions of the Contract.
- 1.3 The Owner is the **Hernando County School Board, Florida**.
- 1.4 The Design Professional is the person or entity identified in the Bid Documents as such. The role of the Design Professional may be performed by an architect, engineer or, in limited cases, by the Owner. In some cases, the specific term Architect or Engineer may be used in lieu of Design Professional.
- 1.5 A Bidder is a person or entity who submits a bid to the Owner for the entire work.
- 1.6 A Sub-Bidder is a person or entity who submits a bid to a Bidder for materials or labor for a portion of the Work.
- 1.7 A Bid is a complete and properly signed Proposal to do the Work for the sum stipulated therein, submitted in accordance with the Bidding Documents.
- 1.8 The Base Bid is the sum stated in the bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which work may be added or from which work may be deleted for sums stated in Alternate and Unit Price Bids.
- 1.9 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.
- 1.10 An Allowance is an amount included in the Contract Sum for specific work when the extent of the work is unknown at the time of bidding.
- 1.11 A Unit Price Bid is an amount stated in the Bid for items for which payment is to be determined based on actual quantities.
- 1.12 Addenda are written or graphic instruments issued by the Design Professional prior to the execution of the Contractor's Agreement which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.

2.0 BIDDER'S REPRESENTATIONS

- 2.1 Each Bidder by making his bid represents that:
 - 2.1.1 He has read and understands the Bid Documents and his Bid is made in accordance therewith.
 - 2.1.2 He is familiar with the physical conditions pertaining to the Work which may affect the cost, progress or performance necessary to complete the Work in accordance with the terms of the Contract Documents. He has correlated the requirements of the Contract Documents and has given the Design Professional written notice of all reasonably discoverable conflicts, errors, or discrepancies.
 - 2.1.3 His bid is based upon the materials, systems and equipment required by the Bid Documents without exception.
 - 2.1.4 He has reviewed and is familiar with the terms of the Owner's standard Contractor's Agreement, and his bid provides for compliance with all the terms therein, without exception.

3.0 BIDDING DOCUMENTS

- 3.1 Bidding Documents may be obtained electronically in Adobe® PDF format at no cost from the Design Professional.

- 3.2 Bidders shall use complete sets of Bidding Documents in preparing Bids; neither the Owner nor the Design Professional assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 3.3 The Owner or Design Professional, in making copies of the Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use. All Bidding Documents are and shall remain the property of the Design Professional and Owner and any use thereof without the expressed written permission of the Design Professional and Owner is prohibited.

4.0 PRE-BID MEETING AND JOB SITE VISIT

- 4.1 The Owner will host a Pre-Bid Meeting to review the scope of Work with prospective Bidders. The Pre-Bid Meeting and site visit shall be conducted at the date and time indicated in the Advertisement for Bids.
- 4.2 Bid Documents shall be obtained from the source(s) indicated above and shall be reviewed by prospective Bidders prior to the Pre-Bid Meeting. Bid Documents will not be distributed at the Pre-Bid Meeting.
- 4.3 Prospective bidders are not permitted to visit the Work site except in conjunction with the Pre-Bid meeting, unless specifically scheduled with the HCSD Facilities & Construction Representative.

5.0 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

- 5.1 Bidders and Sub-Bidders shall promptly notify the Design Professional of any ambiguity, inconsistency or error which they may discover upon examination of the Bidding Documents or of the site and local conditions.
- 5.2 Bidders and Sub-Bidders requiring clarification or interpretation of the Bidding Documents shall make a written request to the Design Professional no later than ten calendar days prior to the Bid Due date.
- 5.3 Any interpretation, correction or change of the Bidding Documents will be made by Addendum. Interpretations, corrections or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections and changes.

6.0 SUBSTITUTIONS

- 6.1 The materials, products and equipment specified in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.
- 6.2 Requests for substitutions will be considered by the Design Professional until fourteen calendar days prior to the Bid Due Date. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including drawings, cuts, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or other Work that incorporation of the substitute would require shall be included. The burden of proof of the merit of the proposed substitute is upon the proposer. The Design Professional's decision of approval or disapproval of a proposed substitution shall be final.
- 6.3 Notice of all approved substitutions will be set forth in an Addendum. Bidders shall not rely upon approvals that may be made in any other manner.
- 6.4 No substitutions will be considered after the award of Contract except by written Change Order or Change Directive approved by the Owner.

7.0 ADDENDA

- 7.1 Addenda will be distributed electronically in Adobe® PDF format.
- 7.2 No Addenda will be issued later than **seven (7) calendar days** prior to the date for receipt of Bids.

- 7.3 Each Bidder shall ascertain prior to submitting his Bid that he has received all Addenda issued, and he shall acknowledge their receipt in his Proposal.
- 7.4 Bidders are encouraged to register on the Public Purchase web page by logging into www.bidnetdirect.com/florida/hernandoschools to receive information related to the project.

8.0 FORM AND STYLE OF BIDS

- 8.1 Bids shall be submitted on forms provided by the Owner.
- 8.2 All blanks on the Proposal form shall be filled in by typewriter or manually in ink.
- 8.3 Where so indicated sums shall be expressed in both words and numerals and in case of discrepancy between the two, the amount written in words shall govern.
- 8.4 All Alternates shall be bid. If no change in the Base Bid is required, enter "No Change".
- 8.5 Each Bid shall include the legal name of the Bidder and a statement that the Bidder is a sole proprietor, a partnership, a corporation, or some other legal entity. Each copy of the bid shall have affixed the original inked signature of the person or persons legally authorized to bind the Bidder to a contract. A Bid by the corporation shall further give the state of incorporation and each copy shall have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.
- 8.6 Written bid qualifications, assumptions, and/or exclusions are not to be submitted with the Bid and, if submitted, will not be considered in the Bid evaluation.

9.0 BID SECURITY AND BONDING REQUIREMENTS

- 9.1 Each Bid of **\$200,000 or more** shall be accompanied by a bid security in the form of a certified check, cashier's check, Treasurer's check, bank draft, or bid bond **in the amount of five percent (5%) of the Base Bid amount**. By submitting a bid security, the Bidder pledges that, if his Bid is accepted by the Owner, he will enter into a contract with the Owner on the terms stated in his Bid and further, that, **for projects costing \$200,000 or more, he will furnish a Performance and Payment Bond** in a form acceptable to the Owner, covering the faithful performance of the Work and the payment of all obligations arising thereunder.
 - 9.1.1 When a Performance and Payment Bond is required, it shall be equal to the Contract amount and a certified copy of the recorded bond shall be delivered to the Owner prior to commencement of the work. The Owner is prohibited from making a payment to the Contractor until the Contractor has complied with the requirements of this paragraph.
 - 9.1.2 Should the Bidder refuse to enter into the Contract or fail to furnish a required Performance and Payment Bond, the amount of the Bid Security may be forfeited to the Owner.
- 9.2 The Surety Company issuing any required Bond shall be licensed to transact surety business in the State of Florida. The Surety Company shall also be listed by the U.S. Department of Treasury's listing of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds" (Department Circular 570, available online), and shall be certified to issue the total amount of the bond on any one risk.
- 9.3 The Attorney-In-Fact who executes a required Bond on behalf of the surety shall affix to the Bond a certified and current copy of his Power of Attorney, indicating the monetary limit of such power.

10.0 CONTRACTOR'S QUALIFICATIONS

- 10.1 For projects less than \$10,000,000.00, attendance at a mandatory pre-bid conference/site walk through shall serve as the initial step in the pre-qualification process. The Owner shall determine from those in attendance, firms that may be required to fill out and supply an AIA Form A-305 (Contractor's Qualification Statement) or a substantially similar form provided by the Owner. Within twenty-four (24) hours of the conference/walk-through, the Owner's representative will notify all contractors who are required to supply a Contractor's Qualification Statement. The notified contractor shall supply the Contractor's Qualification Statement within two (2) business days of such notice. The Owner will make a determination as to the qualifications of the contractor for this project and shall notify the contractor

within five (5) business days of their approval or denial of pre-qualification and eligibility to bid on the project. This process shall satisfy the SREF requirement for pre-qualification of contractors.

- 10.2 When a Florida construction contractor's license is required for any portion of the Scope of Work indicated by the bid documents, **the Owner will only enter into an agreement with a Florida registered or licensed construction contractor**. In that case, bids from firms not registered or certified in Florida as a construction contractor shall be rejected.
- 10.3 In addition to other specific qualification requirements established by the Bid Documents, Bidders and any subcontractors identified on the Bid Proposal Form must be experienced in the particular construction operation which they are responsible to perform. Experienced means having successfully completed a minimum of five previous projects within the past five years similar in size and scope to this project. The Contractor's Qualification Statement, when required, must reflect this required experience.

11.0 SMALL BUSINESS ENCOURAGEMENT PROGRAM

- 11.1 It is the Owner's goal to encourage the participation of small businesses, and for a representative percentage of the work to be apportioned to subcontractors and suppliers currently holding municipal, county or state certification as small business enterprises (SBE).

12.0 SUBMISSION OF BIDS

- 12.1 Enclose the following in a single sealed opaque envelope:
1. Two (2) completed Bid Proposal Forms (one original, one copy)
 2. Bid Security (when required by these Bid Documents)

The envelope shall be identified as follows:

PROPOSAL FOR: **Project Name**

TO: Hernando County School Board
Facilities & Construction Department
8016 Mobley Road
Brooksville, Florida 34601

FROM: **Name of Bidder**
Address of Bidder

- 12.1 Bidders' Proposals and accompanying documents shall be delivered to the address shown above, prior to the time and date for receipt of Proposals indicated, or any extension thereof made by Addenda.
- 12.2 The Bidder shall assume full responsibility for timely delivery of Proposals to the specific Department identified herein. Bidders are cautioned that the District has a central receiving point for commercial delivery services (FEDEX, UPS, etc.) and U.S. Mail, and there can be substantial delay associated with the District's internal distribution system. Proposals that fail to arrive at the specific Department identified herein prior to the time and date for receipt of Bids may be returned unopened.
- 12.3 Oral, telephone or telegraphic Bids are invalid and will not receive consideration.

13.0 MODIFICATION OR WITHDRAWAL OF BID

- 13.1 A Bid may not be modified, withdrawn or canceled by the Bidder for **sixty (60)** calendar days following the time and date designated for the receipt of Bids, and the Bidder so agrees in submitting his Bid.
- 13.2 Prior to the time and date designated for the receipt of Bids, any Bid submitted may be modified or withdrawn 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 person submitting the Bid.
- 13.3 Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

14.0 EXAMINATION OF BIDS

14.1 Immediately following the scheduled time for receipt of bids, the Owner will inspect the bids to determine compliance with these bidding requirements. Responsive bids will be read aloud to any interested parties.

15.0 REJECTION OF BIDS

15.1 The Owner shall have the right to reject any or all Bids and to reject a Bid not accompanied by Bid Security (when required), or by any other data required by the Bid Documents, or to reject a Bid which is in any way incomplete or irregular.

16.0 ACCEPTANCE OF BID (AWARD)

16.1 It is the intent of the Owner to award a Contract on the basis of the lowest and best bid from a responsive, **pre-qualified** bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Owner shall have the right to waive any informality or irregularity in any Bid or Bids received and to accept the Bid which, in its judgment, is in its own best interest.

16.2 The Owner shall have the right to accept Alternates in any order or combination and to determine the low Bidder on the basis of the sum of the Base Bid, amounts for estimated quantities of Unit Price items, and any Alternates that might be accepted.

16.3 Prior to the award of the Contract, the Design Professional will notify the Bidder in writing if either the Owner or the Design Professional, after due investigation, has reasonable objection to any person or entity proposed on the Bidder's List of Subcontractors. If the Owner or Design Professional has reasonable objection to any such proposed person or entity, the Bidder may, at his option, (1) withdraw his Bid, or (2) submit an acceptable substitute person or entity with an adjustment in his bid price to cover the difference in cost occasioned by such substitution.

The Owner may, at its discretion, accept the adjusted bid price or it may disqualify the Bidder.

16.4 When identical prices are received from two or more Bidders and all other factors are equal, priority for award shall be given to vendors in the following sequence:

1. Business located in Hernando County, Florida;
2. Business located in Florida;
3. Flip of a coin.

16.5 In the event fewer than two (2) responsive proposals are received, the Owner may negotiate on the best terms and conditions or decide to reject all proposals.

17.0 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

17.1 The Agreement for the Work shall be the **Standard Form of Agreement Between Owner and Contractor, AIA Document A101-2017**, or, in the case of minor projects, a Purchase Order.

18.0 CONDITIONS OF THE CONTRACT

18.1 The Conditions of the Contract shall be the **General Conditions of the Contract for Construction, AIA Document A201-2017**, or, in the case of minor projects, the Terms and Conditions issued with the Purchase Order.

19.0 CONTRACT TIME AND LIQUIDATED DAMAGES

19.1 The Contract contains provisions for Contract Time and Liquidated Damages. The Bid Proposal Form identifies the Contract Time allowed for completion of the work, and the Liquidated Damages that may be assessed for failure to complete the Work in the time allowed.

20.0 PUBLIC ENTITY CRIMES ADVISORY STATEMENT

20.1 Bidders are herewith informed of the following provisions of Florida Statute 287.133, paragraph (2)(a):

“A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.”

21.0 EXTENDED ACCESS TO BUILDING INTERIORS

21.1 If, in order to complete the project, Construction Contractor requires access to the interior of any building secured but not vacated by the Owner during hours other than 7:00AM to 5:30PM, Monday through Friday; or during holidays published on the Owner’s calendar, the Contractor is required to arrange for keys to access the Building by contacting the Facility Operations Representative.

Owner’s Calendars are published on the School District Web page.

22.0 OWNER’S CONTINGENCY

22.1 Each bidder shall include in their bid the amount designated on the Bid Proposal Form, if any, for an Owner’s Contingency, which shall be reserved for the Owner’s sole discretionary use, and shall not be used without the written consent of the Owner. Said amount shall be accounted for separately from other project funds. Any unspent balance of the Owner’s Contingency shall be credited to the Owner at the end of the project.

23.0 BID PROTESTS

23.1 If a bidder wishes to protest an intended bid award, they must do so in strict accordance with the procedures outlined in Florida Statutes 120.57(3).

23.2 Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes.