

## **SECTION 00 0200**

### **INSTRUCTIONS TO BIDDERS**

#### **GENERAL**

##### **1.01 DEFINITIONS**

- A. Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Advertisement or Invitation to Bid, Instructions to Bidders, Supplementary Instructions to Bidders, the bid form, and other sample bidding and contract forms. The proposed Contract Documents consist of the form of Agreement between the Owner and Contractor, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications and all Addenda issued prior to execution of the Contract.
- B. Definitions set forth in the General Conditions of the Contract for Construction, AIA Document A201, or in other Contract Documents are applicable to the Bidding Documents.
- C. Addenda are written or graphic instruments issued by the Architect prior to the execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.
- D. A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.
- E. 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 Bids.
- F. 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.
- G. A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.
- H. A Sub-Bidder is a person or entity who submits a bid to a Bidder for materials, equipment, or labor for a portion of the Work.

##### **1.02 BIDDER'S REPRESENTATIONS**

- A. The Bidder by making a Bid represents that:
  - 1. The Bidder has read and understands the Bidding Documents or Contract Documents, to the extent that such documentation relates to the Work for which the Bid is submitted, and for the other portions of the Project, if any, being bid concurrently or presently under construction.
  - 2. The Bid is made in compliance with the Bidding Documents

3. The Bidder has visited the site, become familiar with local conditions under which the Work is to be performed and has correlated the Bidder's personal observations with the requirements of the proposed Contract Documents.
4. The Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception.

#### 1.03 BIDDING DOCUMENTS

##### A. COPIES

1. Prime Bidders may obtain complete sets of the Bidding Documents electronically from plan exchange rooms noted below and from the issuing office designated in the Advertisement or Invitation to Bid.
2. Print sets will not be provided by the issuing office designated in the Advertisement or Invitation to Bid. Duplication of partial or whole sets through plan exchange rooms may be available at a rate per sheet as determined by the designated plan exchange rooms.
3. Bidders shall use complete sets of Bidding Documents in preparing Bids; neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
4. No license or grant of use is conferred by issuance of copies of the Bidding Documents.

#### 1.04 QUALIFICATION OF BIDDERS

- A. Prospective Bidders shall submit the required information regarding their qualifications with their bid. Owner will review the submitted information to determine which contractors are qualified to bid on the Work. The information that each prospective Bidder must submit includes (a) written evidence establishing its qualifications such as financial data, previous experience, and present commitments, and (b) the following additional information:
  1. Evidence of prospective Bidder's authority to do business in the state where the Project is located.
  2. Prospective Bidder's license number.
  3. Subcontractor and Supplier qualification information; coordinate with provisions of these Instructions, "Subcontractors, Suppliers, and Others."
- B. A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- C. No requirement in this document to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.
- D. Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

#### 1.05 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

- A. The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates

to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall at once report to the Architect errors, inconsistencies or ambiguities discovered.

B. Bidders and Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which shall reach the Architect at least seven days prior to the date for receipt of Bids.

C. Interpretations, corrections and changes of the Bidding Documents will be made by Addendum. Interpretations, corrections and changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon them.

#### 1.06 SUBSTITUTIONS

A. The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.

B. Any request for substitute or "or equal" shall include a Manufacturer's Certification of compliance with the Build America, Buy America Act (BABAA) requirements mandated by Title IX of the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. 177-58.

C. No substitution will be considered prior to receipt of Bids unless written request for approval has been received by the Architect at least 10 days prior to the date for receipt of Bids. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other materials, equipment or other portions of the Work, including changes in the work of other contracts that incorporation of the proposed substitution would require, shall be included. The burden of proof of the merit of the proposed substitution is upon the proposal. The Architects' decision of approval or disapproval of a proposed substitution shall be final.

D. If the Architect approves a proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.

E. No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

#### 1.07 ADDENDA

A. Addenda will be transmitted to all who are known by the issuing office to have received a complete set of Bidding Documents.

B. Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

C. Addenda will be issued no later than three days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

D. Each Bidder shall ascertain prior to submitting a Bid that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

## 1.08 BIDDING PROCEDURES

### A. PREPARATION OF BIDS

1. Bids shall be submitted on the forms included with the Bidding Documents. This includes any redundant USDA Rural Development forms.
2. All blanks on the bid form shall be legibly executed in a non-erasable medium.
3. Sums shall be expressed in both words and figures. In case of discrepancy, the amount written in words shall govern.
4. Interlineations, alterations and erasures must be initialed by the signer of the Bid.
5. All requested Alternates shall be bid. If no change in the Base Bid is required, enter "no Change."
6. Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of bids stipulated by the Bidder. The Bidder shall make no additional stipulations on the bid form nor qualify the Bid in any other manner.
7. Each copy of the Bid shall state the legal name of the Bidder and the nature of legal form of the Bidder. The Bidder shall provide evidence of legal authority to perform within the jurisdiction of the Work. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have current power of attorney attached certifying the agent's authority to bind the Bidder.
8. BABAA requirements apply to this project.

## 1.09 RECEIPT AND OPENING OF BIDS

- A. Bids received shall be for Single Prime contracts for combined General, Civil, Mechanical and Electrical Work.
- B. Bids shall be emailed, hand delivered, or delivered by carrier at the designated location prior to the time and date for receipt of Bids. Bids received after the time and date for the receipt will be returned unopened.
- C. The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.
- D. Any Bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 60 days after the actual date of opening thereof.
- E. The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until either (a) the Contract has been executed and bonds, if required, have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn or (c) all Bids have been rejected.

## 1.10 SUBMISSION OF BIDS

A. Each bid must be submitted in a sealed envelope bearing on the outside the following information:

1. NAME OF PROJECT:
2. NAME OF BIDDER:
3. ADDRESS OF BIDDER:
4. THE WORDS: BID PROPOSAL FOR CONSTRUCTION WORK.

B. All bids and proposal for the construction of any contract project subject to the provisions of this chapter must contain a copy of the license or certificate of renewal thereof issued by the secretary of state enclosed in the required bid bond envelope.

1. No contract shall be awarded to any contractor unless he or she is the holder of a license in the class within which the value of the project shall fall as herein before provided. A contractor must be the holder of a license at least ten days prior to the date set for receiving bids, to be a qualified bidder. A bid submitted without this information properly enclosed in the Bid Bond envelope shall not be read nor considered and shall be returned to the bidder.
2. Attach to the sealed bid envelope shall be a separate sealed bid bond envelope containing a copy of the contractor's license or certificate of renewal thereof issued by the Louisiana Secretary of State. The outside of the envelope shall contain the following information:
  - a. NAME OF PROJECT:
  - b. NAME OF BIDDER:
  - c. ADDRESS OF BIDDER:
  - d. THE WORDS: BID PROPOSAL FOR CONSTRUCTION WORK.
3. Oral, telephone, telegraphic, facsimile or other electronically transmitted bids will not be considered.
  - a. NAME OF PROJECT:
  - b. NAME OF BIDDER:
  - c. ADDRESS OF BIDDER:
  - d. THE WORDS: BID PROPOSAL FOR CONSTRUCTION WORK.
4. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to 1940 CC Bel Road, Elton, LA 70532.

#### 1.11 SUBCONTRACTS, SUPPLIERS, AND OTHERS

- A. OMITTED BY ADDENDUM 1.
- B. Subsequent to the submittal of the Bid, Owner may not require the Successful Bidder or Contractor to retain any Subcontractor, Supplier, or other individual or entity against which Contractor has reasonable objection.
- C. The apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of the Subcontractors or Suppliers proposed for the following portions of the Work: demolition, cast-in-place concrete, structural steel, masonry, roofing, siding, storefront systems, cold-form framing, gypsum board, hvac, electrical, plumbing, storm sewer, earthwork and grading, roadway paving, site restoration, and erosion control. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, or other individual or entity. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder shall submit a substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.
- D. If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, or other individuals or entities. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject the terms of the contract.

#### 1.12 MODIFICATION OF BIDS

- A. A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- B. If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 16.01 and submit a new Bid prior to the date and time for the opening of Bids.
- C. If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

#### 1.13 BID SECURITY

- A. A Bid must be accompanied by Bid security made payable to Owner in an amount of 5% percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a certified check, bank money order, or a Bid bond (on the form included in the Bidding

Documents) issued by a surety meeting the requirements of Agreement between the owner and contractor.

- B. The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults.
- C. The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.

#### 1.14 CONSIDERATION OF BIDS

##### A. OPENING OF BIDS

- 1. At the discretion of the Owner, if stipulated in the Advertisement or Invitation to Bid, the properly identified Bids received on time will be opened and will be reviewed. An abstract of the Bids may be made available to Bidders.

##### B. REJECTION OF BIDS

- 1. The Owner shall have the right to reject any or all Bids. A Bid not accompanied by a required bid security or by other data required by the Bidding Documents, or a Bid which is in any way incomplete or irregular is subject to rejection.

##### C. ACCEPTANCE OF BID (AWARD)

- 1. It is the intent of the Owner to award a Contract to the lowest 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 informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's best interests.
- 2. The Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted.
- 3. The following requirements apply to the Bid Award Criteria and Procedures for the Project:
  - a. Procurement will be publicly advertised.
  - b. Selection will be based on best value for Coushatta Tribe of Louisiana (CLTA)
  - c. RFB will include the following provisions for selection criteria
    - i. General Experience of firm and staff
    - ii. Qualification of firm and staff
    - iii. Commitment of identified staff to the project

- iv. Past experience with CTLA
- v. Past experience with other Tribal Nations
- vi. Capacity
- vii. Schedule
- viii. Funding requirements experience
- ix. Contract terms agreement / objections
- x. Bonding ability/rate
- xi. Insurance requirements
- xii. Total proposed cost
- xiii. Unit prices and rates
- xiv. Interview (optional, if needed as determined by CTLA)
- d. Responses will be evaluated by team appointed by Council
- e. Review team will score responses and provide recommendation to Council
- f. Council will make final selection

#### 1.15 TIME OF COMPLETION

- A. Bidder agrees to commence work on or before a date to be specified in a written Notice to Proceed by the Owner and to fully complete the Construction Work as outlined in the project documents and as based on project alternates taken.
- B. The Project is required to be substantially complete with beneficial occupancy by the Owner on or Before April 1, 2027.

**C. Liquidated Damages (included by Addendum 3, 1/15/26):**

- 1. If Final Completion is not achieved within the time of construction noted above, liquidated damages will be assessed in the amount of \$500/day.
- 2. The liquidated damages assessed will be deducted from the final pay application prior to payment by the Owner.

#### 1.16 CONDITIONS OF WORK

- A. Each bidder must inform him or herself fully of the conditions relating to the constructions of the project. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out his work and must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

#### 1.17 PRE-BID CONFERENCE

- A. A pre-Bid conference will be held virtually at the time and location stated in the invitation or advertisement to bid. Representatives of Owner and Architect will be present to discuss the Project. Bidders are required to attend and participate in the conference. Architect will transmit to all prospective Bidders of record such Addenda as Architect considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

#### 1.18 BONDS AND INSURANCE

- A. PERFORMANCE, PAYMENT, AND OTHER BONDS



1. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.
2. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
3. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.
4. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.
5. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights.
6. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

**B. POWER OF ATTORNEY**

1. Attorneys-in-fact who sign bonds on contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

**1.19 LAWS AND REGULATIONS**

- A. The Bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

- B. Bidders must hold a Louisiana Contractor's license, carry Louisiana Worker's Compensation Insurance, and conform to all governing laws of the Sovereign Nation of the Coushatta Tribe of Louisiana and the State of Louisiana.

#### 1.20 METHOD OF AWARD – LOWEST QUALIFIED BIDDER

- A. The contract will be awarded on the basis of base bid or combination of the base bid and such alternates that produce the most complete project as desired by the Owner within the allowable budget.

#### 1.21 OBLIGATION OF BIDDER

- A. At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respect to his bid.

#### 1.22 STATE EXCISE AND USE TAX (SALES TAX)

- A. In submitting the bid, the bidder is understood to have included the bid price the state tax on all sales of building materials, supplies and equipment to contractors, subcontractors or builders for the erection of buildings or the alteration, repair or improvement.

#### 1.23 CONTRACTOR'S REQUEST FOR CLEARANCE FORM

- A. Contractor shall furnish a complete and current Tax Clearance Certificate along with his or her Performance-Payment Bond, Insurance Certificate and other contractual items along with signed contracts.

### END OF SECTION