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SECTION 00 21 13 INSTRUCTIONS TO BIDDERS

1.1 SECURING DOCUMENTS

- A. Contract Documents can be obtained only as stated in Document 00 11 16.

1.2 BID FORM

- A. In order to receive consideration, make all Bids in strict accord with the following:
 - 1. Make Bids upon the forms provided herein, properly executed and with all items filled out. Do not change the wording of the Bid Form, and do not add words to the wording of the Bid Form. Unauthorized conditions, limitations, or provisions attached to the Bid may be cause for rejection of the bid. Alterations by erasure or interlineation must be explained or noted in the Bid over the signature of the Bidder.
 - 2. All bids shall be submitted electronically.

1.3 BID BONDS

- A. A bid bond, certified check, or cashier's check, in the amount of 10 percent of the proposed Contract Amount must accompany each Bid. Bid bonds shall be on AIA Form A310, Document 00 43 13, or on the form provided by surety company licensed to do business in the Commonwealth of Pennsylvania as per U.S. Department of the Treasury Department Circular 570, and naming as Obligee "Harrisburg Area Community College", and attach Power of Attorney. The successful Bidder's security will be retained until he has signed the Contract and furnished the required Performance Bond and Payment Bond, AIA A312. The Owner reserves the right to retain the security of the next two lowest bidders until the lowest Bidder enters into contract. If any Bidder refuses to enter into a Contract, the Owner will retain his bid bond.

1.4 OTHER BONDS

- A. Prior to signing the Contract, the Owner will require the selected Contractor to secure and post a Performance Bond (Section 00 6113.1) and Payment Bond (Section 00 61 13.2), each in the amount of 100% percent of the Contract Sum; Bonds shall be issued by Surety acceptable to the Owner. Include costs of bonds in proposed Contract Sum.

1.5 DEFINITIONS

- A. Bidding Documents include the Bidding Requirements and the proposed Contract Documents. Bidding Requirements consist of the Advertisement for Bids, Instructions to Bidders, Substitution Request Form, and Bid Forms with Supplements. Refer to Document 00 73 00 for definitions of Contract Documents.

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- B. Definitions set forth in the General Conditions of the Contract for Construction, AIA Document A232-2009, or in other Contract Documents are applicable to the Bidding Documents.
- C. Addenda are written, or graphic instruments issued by the Architect/Engineer prior to receipt of Bids, which modify or interpret the Bidding Documents by additions, deletions, clarifications, or corrections.
- D. A Bid is a complete and properly signed proposal to do the work for the sums stipulated therein, submitted in accord 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 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 Unit Price is an amount proposed by Bidders and stated on the Bid Form as a price per unit of measurement for materials or services that will be added to or deducted from the Contract Sum by Change Order in the event the estimated quantities of Work stipulated in the Contract Documents are increased or decreased.
- H. A Bidder is a person or entity who submits a Bid.
- I. Owner: The term "Owner" as used in the Bidding and Contract Documents refers to: Harrisburg Area Community College, One HACC Drive, Harrisburg, PA 17110.
- J. Architect: The term "Architect" as used in the Bidding and Contract Documents refers to: Wallover Architects, Incorporated, 941 Wheatland Avenue, Suite 304, Lancaster, PA 17603.
- K. Contractor: The term "Prime Contractor" or "Contractor" as used in the Bidding and Contract Documents refer to the Contractor to whom an award is made to perform the Work and has entered into a direct contract agreement for construction activities with the Owner.
- L. Bidders and Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which shall reach the Architect/Engineer at least ten days prior to the date for receipt of Bids.
- M. Interpretations, corrections, and changes of the Bidding Documents will be made by Addenda. Interpretations, corrections, and changes to the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon them.

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- N. Official Addenda issued to Bidders during the Bid Period by the Architect listing modifications or interpretations of the Bidding Documents shall become a part and take precedence over original Bidding Documents as though originally included therein and shall be so honored by Bidders in preparing their Bids.
- O. Addenda will be issued to all who are known by the Architect, to have received a complete set of Bidding Documents.
- Q. Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.
- P. 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.
- Q. Days, unless otherwise qualified, shall mean calendar days.

1.6 PREVAILING MINIMUM WAGES

- A. The prevailing minimum wages as predetermined by the Pennsylvania Department of Labor and Industry, shall be paid to workmen employed in the performance of this Contract. The prevailing wage determination specific to this Project is included in Division 00.

1.7 EXAMINATION OF SPECIFICATIONS AND SITE OF WORK

- A. Before submitting a Bid, each Bidder shall carefully examine the Contract Drawings, read the specifications and other proposed Contract Documents, and visit the site of the Work. Each Bidder shall fully inform himself prior to bidding as to existing conditions and limitations under which the Work is to be performed, and he shall include in his Bid a sum to cover costs of items necessary to perform the Work as set forth in the proposed Contract Documents. No allowance will be made to any Bidder because of lack of such examination or knowledge.

Submission of a Bid will be construed as conclusive evidence that the Bidder has made such an examination.

1.8 SUBSTITUTION OF MATERIALS

- A. Bidder represents that his bid is based upon materials and equipment described in Bidding Documents.
- B. In keeping with intent of the Pennsylvania Department of Education requirements for the review of proposed alternative materials and products, refer to Section 00 73 00, Section 3.4. If any Bidder wishes to substitute equipment or materials, which is believed to be equal to those specified, the Bidder is encouraged to make a request, in writing, to the Architect in accord with Section 00 43 25, for approval of such substitute equipment or material, at

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least ten days prior to the date of receipt of Bids, following the rules stated hereafter.

1. Each such request shall include a complete description of the proposed substitute, the name of the material or equipment for which it is to be substituted, drawings, cuts, performance and test data and any other data or information necessary for a complete evaluation. Burden of proving submission is equal, or better, to specified product is that of submitter.
2. No review of the submissions will be made before the tenth day, prior to the Bid Due Date.
3. If the proposed substitution is approved, such approval will be set forth in an addendum.

1.9 PROOF OF COMPETENCY OF BIDDER

- A. Bidder may be required to furnish evidence satisfactory to the Owner that he and his proposed subcontractors have sufficient means and experience to perform Work in a satisfactory manner.
- B. If requested by the Owner, each Bidder, or selected Bidders, shall furnish a current audited financial statement; a listing of work in progress or under contract with percentages completed, amount of contract, estimated completion date and name of Architect for each project; and a listing of work completed during at least the past two years with amount of contract and name of Architect for each project.
- C. A prospective Bidder who has, as a principal or an officer of a corporation, defaulted on a construction project within the previous five years shall submit the information required by the first subparagraph of this paragraph, together with evidence of satisfactory credit rating and bonding power.

1.10 AWARD OF CONTRACTS

- A. Award of Contract will be made if the Owner considers award to be in his best interests. Award will be made to the lowest responsive and responsible Bidder on the Base Bid or any combination of Base Bids and Alternates or any combination of Base Bids and Alternates for several contracts. Owner may also consider other factors which he feels have bearing on the Project. Owner may waive irregularities in a bid.
- B. Bidders may be required to submit duplicate sworn statements of their financial responsibility of recent date, technical qualifications and performance record before contracts can be awarded to them. In order that there may be no delay in the making of awards, bidders should be prepared to submit such statements immediately after the bid opening.
- C. No rights shall accrue to any person submitting a Bid or proposal until such bid has been accepted and contract awarded.

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1.11 RETURN OF BID SECURITY

- A. Bid security of the three low Bidders for each contract will be retained until contracts have been awarded and agreements signed. Unless a request for return of bid bond accompanies the Bid, bid bonds will be destroyed. Certified checks and cashier's checks of all but the three low Bidders for each contract will be returned within one week after Bids are opened. Certified checks and cashier's check of the low three Bidders for each contract will be returned within one week after agreements are signed.

1.12 WITHDRAWAL OR MODIFICATION OF BIDS

- A. Bids may be withdrawn or modified not later than one minute before the time established for opening of Bids, without forfeiture of bid security. After that time, Bids may not be withdrawn for the time period stated on the Bid Form.
- B. A Bidder may request withdrawal of its Bid within two business days after the Bid opening time in accord with Senate Bill No. 793 of the General Assembly of the Commonwealth of Pennsylvania approved January 23, 1974, and Pennsylvania Statute of 73 P.S. Section 1602.

1.13 PREPARATION OF BID

- A. Bid Form furnished by the Architect shall be used. Submit one completely executed electronic copy. Bidders are instructed to make extra copies of the bid forms for their use in submitting a bid.
- B. If the Bidder is an individual, he shall personally initial each page of the Bid Form and shall sign the last page, having his signature witnessed by a duly licensed Notary Public.
- C. If the Bidder is a partnership, one unlimited partner shall personally initial each page of the Bid Form and shall sign the last page, having his signature witnessed by a duly licensed Notary Public.
- D. If the Bidder is a corporation, an officer who has authority to bind the corporation to a contract shall initial each page of the Bid Form and shall sign the last page, having his signature attested to by the secretary and treasurer of the corporation and the corporate seal affixed by his signature.
- E. Complete identity of the Bidder shall appear in the Bid Form. No Bid shall be made by an individual or partnership with an unregistered fictitious business style nor by an unregistered foreign corporation.
- F. All blank spaces for Bid prices must be filled in. The use of the phrase "NO BID" for any specific Alternate, or Unit Price shall be evidence that the Bid for that specific Alternate, or Unit Price is non-responsive. Bidders will not be permitted to modify or supplement that specific Bid. Further, the Owner reserves the right to

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consider these specific Bidder's Bids invalid and reserves the right to award the contract upon any submittal or responsive and responsible Base Bid, Alternate, Unit Price, or combination thereof notwithstanding any irregularity or invalidity of other Alternate or Unit Price bids contained within that Bid.

1.14 SUBMISSION OF BIDS

- A. Bids shall be submitted electronically clearly identified on the bid title with the name of the project, name of Bidder, and contract being Bid.

1.15 SUPPLEMENTS TO BID FORMS

- A. The following "Supplements to Bid Forms" are required to be submitted concurrent with the Bid and are listed on the Bid Form:
 - 1. Section 00 43 13 - Bid Security Form (Bid Bond).
 - 2. Section 00 45 13 - Bidder's Qualification Form.
 - 3. Section 00 45 19 - Non-Collusion Affidavit.
- B. The following subsequent "Supplements to Bid Forms" are required to be submitted after receipt of the Bids by the apparent lowest responsive and responsible Bidder within two days after directed by the Owner or Architect:
 - 1. Section 00 45 14 - Bidder's Financial Disclosure Form.
- C. One copy of each Supplement is furnished for Bidder's use. Bidders shall submit completely executed supplements in duplicate; one original and one copy. If there are differences between the submitted copies, the Owner may decide which to honor.
- D. Contractor shall be licensed and registered to perform work in Pennsylvania. Firms with out-of-state headquarters or corporations not incorporated in Pennsylvania must submit, with their bid, a copy of their registration to do business in the Commonwealth as provided by the Department of the State.
- E. If the apparent low Bidder is found unacceptable, or forfeits his bid bond, the next lowest responsible Bidder shall be required to submit the subsequent "Supplements". The process shall continue in like manner until all requirements are met.
- F. Submissions are to be accompanied by a transmittal form on the Bidder's letterhead. Bidder shall list only those items being submitted at that time.
- G. Those documents designated to be submitted subsequent to the Bid Due Date shall be sent to the office of the Architect; deliver documents in a manner which shall legally record the date and time of mailing or shipping.

1.16 EXECUTION OF CONTRACT

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- A. Contractor who is notified that he has been awarded the contract, shall sign the Agreement within fourteen days after he receives such notification of award. At the signing, he shall furnish to the Owner the Performance Bond, Labor and Material Bond, and Maintenance Bond required by Article 11, Section 11.4 of the Supplementary Conditions. If a Bidder fails to enter into the Contract or fails to furnish bonds within the fourteen-day period, he shall be liable to the Owner for the full amount of the Bid security as liquidated damage and not as a penalty for such failure.

1.17 INTERPRETATION OF CONTRACT DOCUMENTS PRIOR TO BIDDING

- A. If any person contemplating submitting a Bid for construction of the Work is in doubt as to the true meaning of any part of the proposed Contract Documents, he shall be obligated to submit to the Architect a written request for interpretation thereof not later than seven days before Bids will be opened.
 - 1. The person submitting the request shall be responsible for its prompt delivery.
 - 2. Interpretation or correction of proposed Contract Documents will be made only by Addendum and will be mailed or delivered to each Bidder of record.
 - 3. Architect and Owner will not be responsible for any other explanations or interpretations of the proposed Contract Documents.
- B. Clarification will be made by Addenda sent to Bidders who hold affected drawings and specification. On the day of, or the day before, the date of Bid opening, Addenda will be issued, and will be available, in writing, for confirmation prior to, and at the place of opening of Bids and at the Architect's office. Only written Addenda, no telephone, or oral representations of the contents of the Addenda, are assumed to be reliable transmissions.
- C. If discrepancies are not clarified by Addendum, the requirements of Section 00 73 00, Article 1, Subsection 1.2.3.3, shall govern.

1.18 CONSTRUCTION TIME AND LIQUIDATED DAMAGES

- A. Agreement between the Owner and Contractor will include a stipulation that the work be completed in the period specified in the Contract Documents. Agreement will also include a stipulation that liquidated damages do not apply for this Contract.

1.19 NON-COLLUSION AFFIDAVIT

- A. Each Bidder shall complete and submit the Non-Collusion Affidavit attached to the Bid Form, in accord with the following:
 - 1. Non-Collusion Affidavit is material to any contract awarded pursuant to this Bid. According to the Pennsylvania Anti-Bid-Rigging Act, 73 P.S. 1611 et seq., governmental agencies may require Non-Collusion Affidavits be submitted together with Bids.

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2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the Bidder who makes the final decision on prices and the amount quoted in the Bid.
3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of Bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the Bidder with responsibilities for the preparation, approval, or submission of the Bid.
4. In the case of a Bid submitted by a joint venture, each party to the venture must be identified in the Bid Documents, and an Affidavit must be submitted separately on behalf of each party.
5. Term "complementary bid" as used in the Affidavit has the meaning commonly associated with that term in the bidding process and includes: the knowing submission of Bids higher than the Bid of another firm; any intentionally high or non-competitive Bid; and any other form of Bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the Bid.

END OF SECTION 00 21 13