

## **INSTRUCTIONS FOR BIDDERS**

BIDS will be received by the Town of Centreville, MS herein called the "OWNER", at the Town Hall P.O. Box 578, Centreville, MS 39631-0578 until 6 p.m., July 13, 2010, and then at said office publicly opened and read aloud.

Each sealed envelope containing a BID in excess of \$50,000.00 must be plainly marked on the outside as BID for Town of Centreville, Wastewater System Upgrade and the envelope must bear on the outside the name of the BIDDER, his address, his Certificate of Responsibility Number and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the OWNER at Town of Centreville, MS, P.O. Box 578, Centreville, MS 39631-0578.

No BID will be opened, considered or accepted unless the above information is given as specified. Sufficient evidence that said Certificate of Responsibility has been issued and is in effect at the time of receiving BIDS must be submitted when required by the OWNER.

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be completed and executed when submitted. Only one copy of the BID form is required.

The contract will be awarded on the basis of the low base BID or low combination of base BID and those alternatives which produce a total within available funds. The OWNER reserves the right to waive irregularities and to reject any or all BIDS. The OWNER reserves the right to award to other than the low BIDDER when, in the OWNER'S judgement, it is in his best interest to do so. Three such reasons are: (1) BIDDER being in arrears on existing contracts; (2) BIDDER being in litigation with the OWNER; (3) BIDDER having defaulted on a previous contract. The above is not an inclusive list. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. No BIDDER may withdraw a BID within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID Schedule by examination of the site and a review of the contract documents including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

If any person contemplating the submission of a BID for the proposed contract is in doubt as to the true meaning of any part of the plans, specifications or other proposed contract documents, he should submit a written request for an interpretation thereof to Jordan, Kaiser & Sessions, LLC Consulting Engineers, 279 Lower Woodville Road, Natchez, MS 39120.

The request must be received at least ten days prior to the date fixed for opening of BIDS. Any interpretation of the contract documents will be made by ADDENDA duly issued to each person

receiving a set of such documents not later than three (3) days prior to the time of opening of BIDS, excluding weekends and legal holidays. The OWNER will not be responsible for explanations or interpretations of proposed documents, except as issued in accordance herewith.

The OWNER shall provide to BIDDERS prior to BIDDING, all information which is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

Each BID must be accompanied by a BID BOND payable to the OWNER for five percent of the total amount of the BID. As soon as the BID prices have been compared, the OWNER will return the BONDS of all except the three lowest responsive, responsible BIDDERS. When the Agreement is executed the BONDS of the two remaining unsuccessful BIDDERS will be returned. The BID BOND of the successful BIDDER will be retained until the PAYMENT BOND, PERFORMANCE BOND and CERTIFICATES OF INSURANCE have been executed and approved, after which it will be returned. A certified check may be used in lieu of a BID BOND.

A PERFORMANCE BOND and a PAYMENT BOND, each in the amount of 100 percent of the CONTRACT PRICE, with a corporate surety listed on the Treasury Department's most current list (Circular 570 as amended), approved by the OWNER, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign BID BONDS or PAYMENT BONDS and PERFORMANCE BONDS must file with each BOND a certified and effective dated copy of their Power of Attorney.

The party to whom the contract is awarded will be required to execute the Agreement and obtain and submit the PERFORMANCE BOND, PAYMENT BOND and CERTIFICATES OF INSURANCE within ten (10) calendar days from the date when NOTICE OF AWARD is delivered to the BIDDER. The NOTICE OF AWARD shall be accompanied by the necessary Agreement and BOND forms. In case of failure of the BIDDER to execute and submit the Agreement, the PERFORMANCE BOND, the PAYMENT BOND and CERTIFICATES OF INSURANCE the OWNER may at his option determine the BIDDER in default, in which case the BID BOND accompanying the proposal shall become the property of the OWNER.

The OWNER within ten (10) calendar days of receipt of acceptable PERFORMANCE BOND, PAYMENT BOND, CERTIFICATES OF INSURANCE and Agreement signed by the party to whom the Agreement was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement, and issue a NOTICE TO PROCEED. Should the OWNER

not execute the Agreement within such period, the BIDDER may by WRITTEN NOTICE withdraw his signed Agreement without further liability on the part of either party. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER. Should there be reason(s) the NOTICE TO PROCEED cannot be issued within such period, the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the ten (10) calendar day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

The OWNER may make such investigations as he deems necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein.

A conditional or qualified BID will not be accepted.

Award will be made to the lowest responsible, responsive BIDDER.

All applicable Laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout.

The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his BID.

Further, the BIDDER agrees to abide by the requirements under Executive Order No. 11246, as amended, including specifically the provisions of the equal opportunity clause set forth in the SUPPLEMENTAL GENERAL CONDITIONS.

Non-Resident Contractor: When a non-resident contractor submits a BID for a Mississippi public project, he shall attach thereto a copy of his resident State's current law pertaining to such State's treatment of non-resident contractors as required by House Bill Number 850, Chapter Number 527, Laws of 1988.

Telegraphic Modifications: Any BIDDER may modify his BID by telegraphic communication at any time, provided such communication is received prior to the scheduled BID opening. Written confirmation must be received within two days after the scheduled BID opening or no consideration will be given the telegraphic modifications.

Resident Labor Used on Public Works: Each BIDDER must inform himself of the requirements and provisions of Sections 31-5-17, 31-5-19 and 31-5-21 of the Mississippi Code of 1972 which require the use of Mississippi resident labor on this public works project.

Disadvantaged Business Utilization Requirements: Good faith efforts as required in the Water Pollution Control Revolving Loan Fund Loan Program Regulations shall be made by BIDDERS to utilize minority-owned and women-owned businesses as sources of construction, materials, supplies and services. Such efforts must allow these sources the maximum feasible opportunity to compete for subagreements and contracts. Documentation of efforts made to utilize minority and women-owned firms must be maintained by all BIDDERS.

The OWNER's goal for minority-owned business participation as a percentage of construction cost is 3.6%. The OWNER's goal for women-owned business participation is 2.1 %.

The lowest qualified **BIDDER** must submit to the **OWNER** within 10 days after **BID** opening, proof of compliance with the Contract Provisions including required documentation regarding the use of minority and women's businesses. **(See Supplemental General Condition, Attachment No. 3).**

The supplemental General Conditions provide a list of qualified minority and women's business enterprises for assisting contractors in their MBE/WBE solicitation efforts.