SECTION 00 2113

INSTRUCTIONS TO OFFERORS

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A. Document 00 1113 - Proposal Solicitation.

B. Document 00 2113 - Instructions to Bidders

C. Document 00 4100 - Proposal Form

D. Document 00 4305 - Felony Conviction Notification [not used]

E. Document 00 4306 - Contractor's Qualification Statement

F. Document 00 4307 - Hold Harmless Agreement

G. Document 00 4308 - Contractor's Asbestos Free Affidavit

H. Document 00 4310 - Partial Release of Liens

I. Document 00 4313 - Release of Liens

J. Document 00 4315 - Preconstruction Manual [not used]

K. Document 00 4336 - Proposed Subcontractors Form

L. Document 00 5610 - Minimum Wage Rates

M. AIA A101 - Standard Form of Agreement Between Owner and Contractor

N. AIA A201 - General Conditions of the Contract for Construction

O. All Division 0 and 1 Specifications Sections listed as Part I of the Request for Proposal.

INVITATION

2.01 PROPOSAL SUBMISSION

A. Proposals signed, executed, and dated will be received at the Gonzales Healthcare Systems Maintenance Building at 1110 N Sarah Dewitt Dr, Gonzales, TX 78629 before 2:00 p.m. local standard time on the 10th day of April, 2024.

B. Proposals submitted after the above time shall be returned to the bidder unopened.

C. Proposals will be opened publicly immediately after the time for receipt of proposals.

D. By submitting a proposal, the offeror represents that (i) the offeror has prior experience on construction projects of the same or similar type, nature and class as the Work; (ii) the offeror has read and understands the Proposal Documents and the Contract Documents; (iii) the proposal is made in accordance with the Proposal Documents; and (iv) the offeror has inspected the site, is familiar with the local conditions under which the Work is to be performed, and has correlated the offeror's site observations with the requirements of the Contract Documents.

E. By submitting a proposal, each offeror agrees to waive any claim it has or my have against the Owner, the Architect/Engineer, and their respective trustees, officers, shareholders, director, partners, agents, contractors, consultants and employees, arising out of or in connection with the administration, evaluation, or recommendation of any proposal; waiver of any requirements under the Proposal Documents; or the Contract Documents; acceptance or rejection of any proposals; and award of the Contract.

2.02 INTENT

A. The intent of this Competitive Sealed Proposal request is to obtain an offer to perform work to complete the 2024 Gonzales Healthcare Expansion located in Gonzales, TX for a Stipulated Sum contract, in accordance with the Contract Documents.

2.03 WORK IDENTIFIED IN THE CONTRACT DOCUMENTS

A. Work of this proposed Contract comprises building construction for the surgical expansion as well as the renovation of existing patient treatment facilities.

2.04 CONTRACT TIME

A. Perform the Work within the time stated in Section 01 1000 - Summary or as indicated by the Offeror on the Proposal Form if less than the time stated.

B. The offeror, in submitting an offer, accepts the Contract Time period stated for performing the Work. The completion date in the Agreement shall be the Contract Time added to the commencement date.

C. Owner requires that under the work of this contract be completed as quickly as possible and consideration will be given to time of completion when reviewing the submitted bids.

PROPOSAL DOCUMENTS AND CONTRACT DOCUMENTS

3.01 DEFINITIONS

A. Proposal Documents: Contract Documents supplemented with Proposal Solicitation, Instructions to Offerors Proposal Form and other Division 0 and 1 documents identified.

B. Contract Documents:

1. AIA A101 Article 1 - 2017 Standard Form of Agreement Between Owner and Contractor

2. AIA A201 – 2017 General Conditions of the Contract for Construction

3. Proposal Documents, Drawings, Specifications, and all Addenda issued prior to the execution of the contract.

C. Proposal, Bid, Offer, or Bidding: Act of submitting an offer.

D. Bid or Proposal Amount: Monetary sum identified by the Bidder or Offeror in the Bid Form. Any reference to Bid, Bids or Bidder in these documents means to offer a competitive sealed proposal as defined by the State of Texas. The Owner and Architect shall evaluate all proposals based on qualifications as defined in 00300 Information Available to Offerors (Bidders).

3.02 INTERPRETATIONS, CHANGES AND SUBSTITUTIONS:

A. Each offeror shall carefully study and compare the Proposal Documents with one another and with any existing work or work under construction; examine the site and local conditions; and promptly report to the Architect/Engineer any suspected errors, inconsistencies or ambiguities. Offerors may only request clarification or interpretation of Proposal Documents in writing, which request must be received by the Architect/Engineer at least four business (4) days prior to the last date for submission of proposals.

1. IN NO EVENT SHALL REQUESTS FOR SUBSTITUTIONS BE ACCEPTED OR CONSIDERED BY OWNER PRIOR TO THE AWARD OF THE CONTRACT.

AFTER AWARD OF THE CONTRACT, THE OWNER AND THE ARCHITECT MAY ACCEPT OR REJECT ANY REQUEST FOR SUBSTITUTION IN THEIR SOLE DISCRETION.

2. Interpretations, corrections, and/or changes of or to the Proposal Documents will be made by written Addendum issued by the Architect. Any interpretations, corrections or changes of or to the Proposal Documents made in any other manner will not be binding. Addenda will be emailed to all persons known by the Architect/Engineer to have received a complete set of Proposal Documents. In addition, copies of Addenda will be made available for inspection wherever the Proposal Documents are on file as set forth in the Invitation to Offerors. No Addenda will be issued later than three (3) days prior to the last date for submission of proposals, except an Addendum withdrawing the request for proposals or which includes postponement of the date for receipt of proposals. Each offeror shall acknowledge the receipt of all Addenda issued in its proposal. Failure of an offeror to receive any such Addenda shall not relieve the offeror from any obligation under its proposal as submitted. Add Addenda so issued shall become a part of the Contract Documents.

3.03 FORM OF PROPOSAL:

A. Proposals shall be submitted on the prescribed form included in the Proposal Documents or on Offerors proposal form. All blanks on the Proposal Form shall be completed, in ink or typewritten, with sums expressed in both words and figures. In case of discrepancy between the words and the figures, the amount written in words shall govern. All requested alternates shall be included in the proposal, and if no change in the base proposal is required, the phrase “No Change” shall be inserted in the appropriate location. Each copy of the Proposal Form shall include the legal name of the offeror and shall indicate whether the offeror is a sole proprietor, partnership, corporation or other legal entity. Each copy of the Proposal Form shall be signed by the person or persons legally authorized to bind the offeror. A proposal by a corporation or other entity shall include the state of incorporation or organization of the offeror, evidence of registration to do business in Texas and reasonable evidence of the authority of the person signing the proposal to bind the corporation or other entity.

B. Proposals shall be submitted with the supplemental information as listed below. In the order requested. Proposals shall be submitted with one (1) original document, one (1) paper copy and one (1) electronic copy using a USB storage device.

1. Proposal Binder Content

a. Tab 1 - Relevant Experience

1) AIA A305 Contractor’s Qualification Statement - Executed counterpart of the Contractor’s Qualification Statement, a copy of which is inserted in the Proposal Binder at Tab 1.

2) List of Projects (size, scope, initial cost, final cost, number of change orders)

b. Tab 2 - Project Management Ability

1) Firm Profile - information from AIA 305 Contractor's Qualification Statement need not be duplicated from Tab 1.

(a) Year Founded

(b) Number of offices

(c) Number of employees

(d) Organizational Structure

(e) Resumes of Project Manager and Project Superintendent

(f) Schedule (Gantt, CPM or Bar Chart)

c. Tab 3 - Past Performance

1) Reference Letters

2) List of References (with current contact information)

3) Felony Conviction Notification - Executed counterpart of the Felony Conviction Notification, utilize form provided in Section 00305. Insert a copy in Proposal Binder at Tab 3 - [not used]

4) Hold Harmless Agreement - Executed counterpart of the Hold Harmless Agreement attached to the Proposal Form as Attachment 4.

5) Project Safety Record - Provide a written record of all safety related claims filed for the last 3 years.

d. Tab 4 - Subcontractor and Supplier Support (00 4336 - List of Subcontractors)

1) List of subcontractors - A Schedule of the subcontractors and material suppliers, which the offeror proposes to use for the Work, utilize form provided in Section 00 4336. All spaces on the attached Schedule shall be completed, and should any particular item or trade not apply, the offeror shall mark “not applicable” in the appropriate space. Each offeror is advised that all persons, firms, corporations or other parties to whom the offeror proposes to award a subcontract hereunder must be acceptable to the Owner and Architect. The Schedule described herein is in addition to, and not limitation of, the requirements for submission and approval of subcontractors and suppliers contained in Article 5 of the General Conditions. The Owner may require evidence of a subcontractor’s bondability if the subcontractor’s contract exceeds $100,000.00 in the aggregate, and require any such subcontractor to obtain and deliver such bonds prior to commencement of any Work by the subcontractor. Insert a copy in Proposal Binder at Tab 4.

e. Tab 5 - Price Proposal

1) Proposal Form 00 4100

2) Certificates of Insurance

3) Bid Bonds

4) Form 00 4308 Contractors Asbestos Free Affadavit

3.04 CONTRACT DOCUMENTS IDENTIFICATION

A. The Contract Documents are identified as Gonzales Healthcare System GMH Surgery Expansion and Reno, as prepared by E4H Architecture who are located at 501 Elm St #500, Dallas, TX 75202 and with contents as identified in the Table of Contents.

3.05 AVAILABILITY

A. Bid Documents may be obtained by online at <https://www.gonzaleshealthcare.com/contractor-documents/>

B. Proposal Documents are made available only for the purpose of obtaining offers for this project. Their use does not grant a license for other purposes.

C. Partial sets will not be issued.

D. File access by download of .pdf files of Proposal Documents will be available upon request and completion of the digital document access agreement.

3.06 EXAMINATION

A. Immediately notify Architect upon finding discrepancies or omissions in the Bid Documents.

3.07 INQUIRIES/ADDENDA

A. Direct all questions by email to emiliano.marquez@e4harchitecture.com Include gmartin@agcm.com and dhaupt@agcm.com in the CC line. No telephone inquiries will be responded to.

B. Addenda may be issued during the bidding period. All Addenda become part of the Contract Documents. Include resultant costs in the Bid Amount.

C. Verbal answers are not binding on any party.

D. Clarifications requested by offerors must be in writing not less than 3 days before date set for receipt of proposals. The reply will be in the form of an Addendum, a copy of which will be emailed to known recipients.

E. The Architect will only answer written requests. Answers will be in writing in the form of email and recorded in addenda.

3.08 PRODUCT/ASSEMBLY/SYSTEM SUBSTITUTIONS

A. Where the Bid Documents stipulate less than three (3) products/manufacturers, substitutions will be considered after award of the Contract, as long as substitutions meet or exceed specification requirements. Architect to be sole judge of equivalency of substituted product.

B. Where the Bid Documents stipulate three (3) or more equivalent products/manufacturers, substitutions will not be considered. Contractor shall provide one of the product/manufacturer identified in the Bid Documents.

C. The submission of a proposed substitution as discussed in Item A above, shall provide sufficient information to determine acceptability of such products and Offeror certifies that any substitution meets or exceeds specification and drawing requirements when a substitution is included in proposal. Architect reserves the right to reject substitution at any time prior to written acceptance.

D. Provide complete information on required revisions to other work to accommodate each proposed substitution.

E. Provide products as specified unless substitutions are submitted in this manner and accepted.

F. See Section 01 2500 – Substitution Procedures for additional requirements.

SITE ASSESSMENT

4.01 SITE EXAMINATION

A. Examination of the project site is required before submitting a bid.

B. The Offeror is required to contact AG|CM, who is acting on behalf of Owner, at the following phone number in order to arrange a date and time to visit the project site: Garrett Martin of AGCM is the Owners representative and he can be contacted 210.303.2014 or by email at [gmartin@agcm.com](mailto:gmartin@agcm.com) .

4.02 PRE-PROPOSAL CONFERENCE

A. A non-mandatory Pre-Proposal conference has been scheduled for 10:30 a.m. on Monday, the 2nd day of April, 2024 at the Gonzales Healthcare Maintenance Building, 1110 N Sarah Dewitt Dr, Gonzales, TX 78629.

B. All subcontract offerors and suppliers are invited.

C. Representatives of Architect and the Owner will be in attendance.

D. Information relevant to the Proposal Documents will be recorded in an Addendum, issued to Offerors.

QUALIFICATIONS

5.01 EVIDENCE OF QUALIFICATIONS

A. To demonstrate qualification for performing the Work of this Contract, offerors to submit written evidence with a Contractors Qualification Statement of previous experience and current commitments, license to perform work in the State of Texas and City of Gonzales.

5.02 SUBCONTRACTORS/SUPPLIERS/OTHERS

A. Owner reserves the right to reject a proposed subcontractor for reasonable cause.

B. Refer to General Conditions.

**PROPOSAL PROCEDURES**

6.01 SUBMISSION PROCEDURE

A. Offerors shall be solely responsible for the delivery of their proposals in the manner and time prescribed.

B. Double Envelope: Insert the closed and sealed Bid Form envelope plus requested bid bond, qualification forms, and other proposal supplements in a large opaque envelope and label this envelope as noted above.

C. Improperly completed information, irregularities in bid bond, shall be cause not to open the Bid Form envelope and declare the bid invalid or informal.

D. Proposals may not be faxed or emailed.

E. An abstract summary of submitted cost portion of proposals will be made available to all Offerors following proposal opening.

F. Notification of award will not be made until after formal action by the Gonzales Healthcare Systems Board of Directors.

6.02 MODIFICATION AND WITHDRAWAL OF PROPOSALS

A. A proposal may not be modified, withdrawn or canceled by an offeror for a period of sixty (60) days after the last date specified for receipt of proposals. Prior to the last date specified for submission of proposals, a proposal may be modified or withdrawn by notice to Owner at the place designated for receipt of proposals. Such notice shall be in writing and executed by the offeror, or by facsimile, telegram, or other similar electronic means. If by facsimile, telegram or other similar electronic means, written confirmation executed by the offeror shall be mailed and postmarked on or before the stated time set for receipt of proposals. Any modification shall be worded so as not to reveal the amount of the original proposal. Any proposal withdrawn may be resubmitted within the time designated for the submission of proposals.

6.03 ACCEPTANCE AND/OR REJECTION OF PROPOSALS

A. The Owner may request from an offeror a written interpretation of any term or statement in a proposal that is or appears unclear or subject to more than one interpretation, and may act upon such written interpretation. The Owner shall have the right to reject any or all proposals; to reject a proposal not accompanied by the required proposal documents or security; to reject a proposal which is in any way incomplete, irregular or nonconforming; or to reject a proposal which may otherwise be legally rejected for any reason. The Owner may waive any formality in any proposal to the fullest extent permitted by applicable law. The Owner shall have the right to accept alternates (if requested) in any order or combination unless otherwise specifically provided in the Proposal Documents, and may determine the lowest (dollar) offeror on the basis of the sum of the base proposal and any alternates accepted.

B. Except to the extent that applicable law prohibits such, and without limiting the generality of the foregoing, the Owner and may also consider, among other things; (i) the offeror's reliability, capacity, ability, character, experience, reputation, integrity, skill, efficiency, energy, stability and judgment; (ii) the satisfactoriness of Owner's previous dealings with the offeror including timely completion of work, compliance with laws, and warranty service; (iii) the offeror's personnel and facilities for carrying out the Work; (iv) the offeror's financial strength; (v) the offeror's safety record; (vi) the length of construction time proposal, if applicable; (vii) the probability of satisfactory future maintenance, repair, and service to be performed by the offeror; and (viii) the number and scope of conditions, exceptions and exclusions included in the proposal

C. It is the intent of the Owner and Contractor at Risk to have as much discretion in the manner of awarding the contract and the determination of responsibility or non-responsibility of offerors as the law allows. Each offeror shall furnish to the Architect all such information and data reasonably requested by the Architect to help in determining the offeror's qualifications and responsibility.

D. Unless the Owner rejects all proposals, the Owner intends to award the Contract by means of competitive sealed proposals to the offeror that provides the best value, or in any other manner permitted by applicable law, including, without limitation, any means permitted under Texas Education Code, Section 44.031 et seq. The Owner may consider all relevant factors and circumstances which the law allows to be considered, including without limitation, the following:

1. the contract price;

2. the reputation of the contractor and of the contractor’s services;

3. the quality of the contractor’s services;

4. the extent to which the services meet the Owner’s needs;

5. the contractor’s past relationship with the Owner;

6. the impact on the ability of the Owner to comply with laws

a. and rules relating to historically underutilized businesses;

7. the total long-term cost to the Owner to acquire the contractor’s services; and

8. any other relevant factor that a private business entity would consider in selecting a contractor

6.04 SELECTION CRITERIA

A. RELEVANT EXPERIENCE – (11 Points) - Information from proposal. (Tab 1)

1. Experience as a general contractor with specific experience in facilities construction projects of the same or similar scope, size, nature and class as the Project proposed, including work performed in connection with a facility, which is occupied, and in use during construction. Consideration will be given to Offeror’s years of experience with similar projects.

2. Representative projects (dollar value and/or scope/size) must be submitted as references and should include the project name, architect or engineer, cost of the project, the contact person and telephone number. Consideration will only be given to projects that are occupied or substantially complete. Multiple phased and occupied building projects may receive greater consideration.

B. PROJECT MANAGEMENT ABILITY – (17 Points) - Information from proposal. (Tab 2)

1. The Offeror shall provide evidence of sufficient resources necessary to manage, staff, and successfully perform the work contemplated under this proposal. Provide a brief profile of the Offeror, including its principal line of business, the year founded, number and location of offices, and the number of employees. Identify any condition (bankruptcy, pending merger, pending litigation, planned office closures or others) that may enhance or impede the Offeror’s ability to perform the services.

a. The Offeror shall include a discussion of its organizational structure and indicate the number and qualifications of key personnel, including the designation of a project manager and project superintendent. Resumes of the project manager and project superintendent (including a description of relevant experience) shall be included by the Offeror. Project Manager and Project Superintendent's resume with the following information is required; Education, Years’ experience in construction and list of completed projects that must contain the following information; Project Name, Client Contact, Size in SF, Construction Cost, Year completed, Person's Role (project manager, superintendent, project engineer, etc), Construction company completed for. The number of projects completed with relevant experience and of an equivalent construction value will be counted and points awarded for number of completed projects by the evaluation team.

b. The Offeror shall include evidence of its ability to obtain the required bonds and insurance, and the ability to cover operating expenses. Such evidence includes pertinent bank, bonding company, and creditor references, with account numbers, points of contact, and telephone numbers.

c. Each Offeror shall be capable of furnishing payment and performance bonds, each in the amount of 100% of the contract sum. The Surety Company providing the bonds must be approved for the amount of the bonds by applicable laws of the State of Texas and by Owner and licensed to do business in the State of Texas and have a minimum A rating by A. M. Best.

d. The Offeror shall be otherwise qualified and eligible to receive an award and perform the contractor’s obligations in connection with the Project, under applicable laws and regulations.

e. The Offeror shall list additional project support available that would be utilized on this project to insure timely and quality completion.

f. Provide a list of all safety related claims over the last 3 years with any relevant information that would explain circumstances of claim.

C. PAST PERFORMANCE – (27 Points) - Information from proposal. (Tab 3)

1. The contractor shall provide evidence in the form of a narrative description, reference letters, bar charts and any other form of additional information that attests to their past performance and addresses, at a minimum, Items (i) through (vii)) listed below. Contractors currently providing construction services to the Gonzales Healthcare System should provide information from other clients. Past performance will be considered in the evaluation process, including but not limited to, the following:

a. Ability of contractor to remain on schedule.

b. Cooperation with owner of project and staff.

c. Proper and timely coordination of all trades and support personnel in completing the project.

d. Minimum number of major deficiencies on the substantial completion punch list.

e. Minimum number of warranty item call backs during the warranty phase, and warranty responsiveness.

f. Consistent demonstration of commitment to excellence in workmanship.

g. Fairness of Change Order pricing and execution

D. SUBCONTRACTOR AND SUPPLIER SUPPORT CAPABILITY – (15 Points) - Information from proposal. (Tab 4)

1. The Offeror shall submit a schedule of proposed major subcontractors for this Project. The Offeror should be capable of submitting resumes and references for each subcontractor listed, if requested by Owner.

E. PRICE PROPOSALS – (30 Points) Information from proposal. (Tab 5)

1. The Owner will consider the total contract cost as part of its evaluation. The Owner shall have the right to accept alternates in any order or combination unless otherwise specifically provided in the Proposal Documents.

2. The Offeror submitting the lowest proposed amount shall receive the highest number of points in this category, and the Offeror submitting the highest proposed amount shall receive the lowest number of points awarded in this category.

F. PROPOSAL REVIEW COMMITTEE

1. The proposal review committee will include, but not be limited to, the Chief Financial Officer, the Chief Executive Officer, Director of Facilities, Board Members, the Architect, Owners Representative (AGCM), and any applicable Architect’s consultants.

6.05 EVALUATION RATING CRITERIA AND METHODOLOGY

A. Per section 6.04 of this specification

B. Acceptance of Evaluation Methodology: By submitting its Proposals in response to this RCSP, the Offeror accepts the evaluation process and methodology, and further, acknowledges and accepts that determination of the “best value” Offeror will require subjective judgments by the Owner.

6.06 PROPOSAL INELIGIBILITY

A. Proposals that are unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations, or irregularities of any kind, may at the discretion of the Owner, be declared unacceptable.

B. Failure to provide security deposit, bonding or insurance requirements may, at the discretion of Owner, be waived.

PROPOSAL ENCLOSURES/REQUIREMENTS

7.01 SECURITY DEPOSIT

A. Bids shall be accompanied by a security deposit as follows:

1. Bid Bond of a sum no less than 5 percent of the Bid Amount on AIA A310 Bid Bond Form.

B. Endorse the Bid Bond in the name of the Owner as obligee, signed and sealed by the principal (Contractor) and surety.

C. The security deposit will be returned after delivery to the Owner of the required Performance and Payment Bond(s) by the accepted bidder.

D. Include the cost of bid security in the Bid Amount.

E. If no contract is awarded, all security deposits will be returned.

7.02 PERFORMANCE ASSURANCE

A. Accepted Offeror: Owner is requesting that cost for providing a Performance and Payment bond as described in General Conditions of the Contract, be provided prior to execution of the Owner Contractor Agreement.

7.03 INSURANCE

A. Provide an executed "Certificate of Insurance" on a standard form provided by the insurance company stating their intention to provide insurance to the bidder in accordance with the insurance requirements of the Contract Documents.

7.04 PROPOSAL FORM REQUIREMENTS

A. Complete all requested information in the Proposal Form and Appendices or on a form that is customary for the Offeror with similar information. The Owner reserves the right to request additional information that may assist them in selecting the best value offer to the Gonzales Healthcare System.

B. Taxes: Refer to General Conditions for products that are tax exempt.

7.05 SALES AND USE TAXES

A. As a public entity, the work is tax exempt. Contractors are required to abide by tax codes for the State of Texas.

7.06 FEES FOR CHANGES IN THE WORK

A. Allowable fees for overhead and profit on own Work and Work by subcontractors is identified in Document Exhibit 1 - Amended General Conditions.

7.07 PROPOSAL FORM SIGNATURE

A. The Proposal Form shall be signed by the offeror, as follows:

1. Sole Proprietorship: Signature of sole proprietor in the presence of a witness who will also sign. Insert the words "Sole Proprietor" under the signature. Affix seal.

2. Partnership: Signature of all partners in the presence of a witness who will also sign. Insert the word "Partner" under each signature. Affix seal to each signature.

3. Corporation: Signature of a duly authorized signing officer(s) in their normal signatures. Insert the officer's capacity in which the signing officer acts, under each signature. Affix the corporate seal. If the bid is signed by officials other than the president and secretary of the company, or the president/secretary/treasurer of the company, a copy of the by-law resolution of their board of directors authorizing them to do so, must also be submitted with the Bid Form in the bid envelope.

4. Joint Venture: Each party of the joint venture shall execute the Bid Form under their respective seals in a manner appropriate to such party as described above, similar to the requirements of a Partnership.

7.08 PREVAILING WAGE RATES

A. As set forth in the Contract Documents, each offeror is advised that, if awarded the Contract, the offeror must comply with the requirements of V.T.C.A., Government Code 2258.001 et seq., with respect to the Work, and in this regard shall pay to and cause all of its subcontractors to pay not less than the general prevailing rate of per diem wages and the prevailing rate for legal holidays and overtime work, as ascertained by the Owner.

7.09 SELECTION AND AWARD OF ALTERNATIVES

A. Indicate variation of proposal for alternatives listed in the Request for Proposal. Unless otherwise indicated, indicate alternatives as a difference in bid price by adding to or deducting from the base bid price.

B. Voluntary alternatives may be considered by the Owner, identify cost savings and provide detailed revision of materials, methods and manner in writing. Submit additional information as requested by the Owner to evaluate the Voluntary Alternate.

OFFER ACCEPTANCE/REJECTION

8.01 DURATION OF OFFER

A. Bids shall remain open to acceptance for a period of sixty days after the bid closing date.

8.02 ACCEPTANCE OF OFFER

A. Owner reserves the right to accept or reject any or all offers.

B. After acceptance by Owner, on behalf of Owner, will issue to the successful offeror, a written Letter of Intent to Award.

C. Time is of the essence, and the award of the Contract to the successful offeror is expressly conditioned upon (i) the offeror’s execution and delivery of the Contract Documents, and delivery of all required payment and performance bonds and evidence of insurance, within ten (10) calendar days after the successful offeror is notified of the acceptance of its proposal, and (ii) the offeror’s timely fulfillment of any and all other conditions expressly set forth in the Contract Documents. Should the offeror fail to timely execute and deliver the Contract Documents, the bonds and evidence of insurance, or fail to timely fulfill any other conditions to the Contract Documents and the commencement of the Work, the Owner may, at its option and discretion, without releasing, impairing or affecting its right to receive the proposal security as liquidated damages for such failure, rescind the award and thereafter award the Contract to another offeror, or may reject all proposals. There will be no contractual obligation of the part of the Owner to any offeror, nor will any offeror have any property interest or other right in the Contract of Work being proposal, unless and until the Contract Documents are unconditionally executed and delivered by all parties, and all conditions to be fulfilled by the offeror have either been so fulfilled by the offeror or waived in writing by the Owner.

END OF INSTRUCTIONS TO OFFERORS 00 2113