



## INSTRUCTION TO BIDDERS

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155 North Beech, Casper, WY 82602 \* (307) 265-0603 \* (307) 266-5414 Fax

### INDEX

#### **PART 1: INSTRUCTION TO BIDDERS**

BIDDING DOCUMENTS.....	2
CONTRACTOR APPLICATION FORM.....	2
EXAMINATION OF CONTRACT DOCUMENTS AND SITE CONDITIONS.....	2
SUBSTITUTE MATERIAL AND EQUIPMENT.....	3
SUBCONTRACTOR AND SUPPLIER LIST.....	3
BID FORM.....	3
SUBMISSION OF BIDS.....	3
MODIFICATION AND WITHDRAWL OF BIDS.....	4
AWARD OF CONTRACT.....	4
SIGNING OF CONTRACT AGREEMENT.....	5

#### **PART 2: GENERAL REQUIREMENTS**

##### **SUMMARY**

LICENSING REQUIREMENTS.....	5
INSURANCE REQUIREMENTS.....	5
PERMITS/CONNECTION FEES.....	5

##### **QUALITY REQUIRMENTS**

PRODUCTS.....	6
SUBMITTALS.....	6
EXECUTION OF WORK.....	6

##### **ADMINISTRATIVE REQUIREMENTS**

COORDINATION.....	7
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##### **TEMPORARY FACILITIES**

TEMPORARY FACILITES.....	7
WASTE AND DISPOSAL.....	8
CLEANING.....	8
INDOOR AIR QUALITY.....	8

##### **PAYMENT PROCEDURES**

APPLICATION FOR PAYMENT.....	8
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#### **PART 3: POST BID DOCUMENTS**

CONTRACT AGREEMENT.....	10
CONTRACTOR APPLICATION FORM.....	10

BID FORM.....	10
WORK WRITE-UP.....	10
LIST OF SUBCONTRACTORS/SUPPLIERS.....	10
NOTICE TO PROCEED.....	10
APPLICATION FOR PAYMENT.....	10
NOTICE OF NON-CONFORMANCE.....	10
LIEN RELEASE.....	10
CERTIFICATE OF COMPLETION.....	10
CHANGE ORDER.....	10

**Part 1: Instruction to Bidders**

1. Bidding Documents

A. A complete set of the Bidding Documents may be obtained from WCDA’s website.

2. Contractor Application Form

A. Each Bidder must have a current Contractor Application Form on file with the WCDA. Each form must contain evidence of Bidders qualification to do business in the state and city where the Project is located or covenant to obtain such qualification prior to award of the Contract.

B. Contractor’s Application Form must be updated every year.

3. Examination of Contract Documents and Site Conditions

A. It is the responsibility of each Bidder before submitting a Bid:

1. To examine thoroughly the Contract Documents, insurance requirements and other related data identified in the Bidding Documents.
2. To visit the site to become familiar with the site conditions that may affect cost, progress, performance or furnishing of the Work.
3. To consider federal, state and local building Codes that may affect cost, progress, performance or furnishing of the Work.
4. To attend mandatory pre-bid site visits that will be scheduled by WCDA.
5. Size, quantities and measurements indicated are close approximations. The Contractor is responsible for determining all needs to complete the repair work as identified in the Work Write-up.

6. Include all applicable sales/use tax.
  - B. All questions about the meaning or intent of items in the Work Write-ups shall be requested from the Staff of Wyoming Community Development Authority 5 days prior to the bid opening.
  - C. If in the Contractor's opinion, additional work is needed, list those items with costs on a separate sheet of paper or letterhead and submit with the bid. All additional items are considered separate from the base bid. Bid the Work Write-up only as written. Any work that you do that is not on the bid forms is not acceptable and will not be funded without a change order signed by WCDA.
  - D. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with the Instruction to Bidders and that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and applying the specific means, methods, techniques, sequences or procedures of construction (if any) that may be shown or indicated or expressly required by the Contract Documents.
4. Substitute Material and Equipment
    - A. Product substitutions will be reviewed during the bidding period. The Contractor is responsible for addressing this situation in a timely manner so as to avoid any potential delays. Product substitutions shall be submitted to WCDA and are due 5 days before the bid date.
    - B. The Contract, if awarded, will be on the basis of materials and equipment described in the Specifications without consideration of possible substitute or "equal" items.
5. Subcontract and Supplier List
    - A. Within 5 days after the Bid opening submit to WCDA a list of all such Subcontractors, Suppliers and other persons and organizations proposed for those portions of the Work that WCDA has required. 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, person, or organization. If WCDA has reasonable objection to any proposed Subcontractor, Supplier, other person or organization, may request Bidder to submit an acceptable substitute without an increase in Bid price.
6. Bid Form

- A. The Bid Form is included with the Work Write-Up. Additional copies may be obtained from WCDA.
- B. Bids must be signed by an authorized representative whose title must appear under the signature.
- C. All blanks on the Bid Form must be completed by printing in black or blue ink or by typewriter. The Bid price of each item on the form must be clearly written in numerals. The failure to do so may be cause for rejection of the Bid.

7. Submission of Bids

- A. Bids shall be submitted to Wyoming Community Development Authority, PO Box 634, Casper, WY 82602, by the date specified in the Work-Write Up and shall be enclosed in a sealed envelope, marked with the Project Address and name and address of Bidder. If the Bid is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it.
- B. Bids cannot be accepted after the deadline without approval. Notify WCDA if you wish to be present at bid opening

8. Modification and Withdrawal of Bids

- A. No Bid may be withdrawn for a period of 90 days after the date of opening of Bids.
- B. The bidder will have two days after the opening of Bids within which to claim in writing any honest mistake as defined in said Section and withdraw his Bid provided such mistake be proved from the Contractor's Work Papers.

9. Award of Contract

- A. WCDA reserves the right to reject any and all Bids, including without limitation the rights to reject any or all nonconforming, non-responsive, unbalanced or conditional Bids and to reject the Bid of any Bidder if WCDA believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by WCDA. WCDA also reserves the right to waive all informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Bidder.

- B. WCDA reserves the right to reject any or all bids. Contractors may have their bids rejected or may be declared ineligible to bid on further projects if past performance does not meet the standards of performance identified in the guidelines. Failure to comply with the instructions for bidding may be a basis for bid rejections.
- C. If the Contract is to be awarded, it will be awarded to the lowest responsible Bidder whose evaluation by WCDA indicates to WCDA that the award provides the best value regarding the Project.
- D. If the contract is to be awarded, WCDA will give Successful Bidder a Notice to Proceed within 90 days. No work will begin until the Contractor receives a signed "Notice to Proceed" from the Wyoming Community Development Authority.

#### 10. Signing of Agreement

- A. When WCDA gives a Notice to Proceed to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Contract Agreement with all other written Contract Documents attached. Within fifteen days thereafter Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to WCDA. WCDA shall deliver one fully signed counterparts to Contractor.

### **Part 2: General Requirements**

#### **1. Summary**

##### A. Licensing requirements

- 1. The contractor must meet any State of Wyoming licensing requirements as well as any additional licensing requirements of the county or municipality in which work is to be performed.

##### B. Insurance Requirements

- 1. WCDA requires Contractors to carry the following insurance coverage:

##### Comprehensive General Liability Insurance:

General Liability \$1,000,000

Personal Injury \$1,000,000 each person; \$1,000,000 each occurrence.

Property Damage \$1,000,000 each occurrence

##### Comprehensive Automobile Liability

Bodily Injury \$300,000 each person and each accident  
Property Damage \$50,000 property damage

Worker's Compensation and Unemployment. Self employed workers and partnerships may be exempt.

C. Permits/Connection Charges

1. The contractor must secure all necessary building, plumbing and electrical permits.
2. Any sewer, water or electrical connection charges must be included in the bid.

**2. Quality Requirements**

All workmanship and materials must conform to the program's guidelines as stated in the Work Write-Up and Technical Specifications

A. Products

1. Provide new products unless specifically required or permitted by the Contract Documents.
2. Product substitutions will be reviewed during the bidding period. The Contractor is responsible for addressing this situation in a timely manner so as to avoid any potential delays. Product substitutions shall be submitted to WCDA and are due 5 days before the bid date.

B. Submittals

1. Deliver to WCDA at designated location, adequate samples of materials proposed to be used.
2. For equipment or parts of equipment put into service during construction with the WCDA's permission, submit manufacturer's documents and warranties prior to final payment.

C. Execution of Work

1. Monitor control over supplies, manufacturers, products, services, site conditions, and workmanship, to produce Work of professional and specified quality acceptable to the WCDA.
2. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.

3. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
4. Make neat transitions between different surfaces, maintaining texture and appearance.
5. Comply with manufacturer's instructions, including each step in sequence.
6. Have Work performed by persons qualified to produce required and specified quality.
7. Replace Work or portions of the Work not conforming to specified requirements in a reasonable amount of time after a Non Conformance Report is issued.
8. If, in the opinion of WCDA, it is not practical to remove and replace the Work, WCDA will direct an appropriate remedy and/or adjust payment.
9. Execute work by methods to avoid damage to other work, and restore damaged work to specified condition.
10. Protect installed or existing work from damage from construction activities.
11. Protect finished floors from traffic, dirt, wear or movement of heavy objects.

### **3. Administrative Requirements**

#### **A. Coordination**

1. Coordinate scheduling, submittals and work of the Work to ensure efficient and orderly sequence of installation.
2. Within 10 days after receipt of Notice to Proceed submit to WCDA a complete schedule.
3. When requested by WCDA, provide digital photographs via e-mail of specific site and construction activities and/or materials identified in the Application for Payment.

### **4. Temporary Facilities**

A. Temporary Facilities

1. The Contractor shall provide and pay for all electrical power, lighting, water, heating and cooling, and ventilation required for construction purposes. Remove all temporary facilities at the end of construction.
2. Existing facilities may be used for temporary facilities. Restore existing and new permanent facilities used during construction to original condition.

B. Waste and Disposal.

1. The Contractor shall provide and pay for all disposal of all waste, surplus materials, trash/rubbish in a legal manner; do not burn or bury.

C. Cleaning

1. Maintain areas free of waste materials, debris and rubbish. Maintain site in a clean and orderly condition.
2. Remove and dispose of debris and broom sweep on a daily basis. Remove debris from pipe chases, plenums, attics, crawl spaces, and all other areas.
3. Execute final cleaning prior to final project assessment. Use cleaning materials that are nonhazardous and compatible with the surface or object being cleaned.

D. Indoor Air Quality

1. Prevent deposition of dust and other particles in HVAC ducts and equipment. Execute work by methods to minimize raising dust from construction operations. Adhere to local building standards.
2. Avoid construction practices that could result in contamination of installed products leading to indoor air pollution.

**5. Payment Procedures**

- A. Submit an application for payment at intervals stipulated in the Contract Agreement.



1. For each application for payment provide the following:
  - a. Description of Work completed
  - b. Application for Payment
  - c. Lien Release
  
- B. Prior to any payment WCDA must have on file the following documents:
  1. Completed and current W-9
  2. Current Insurance Certificate

**Part 3: Post Bid Documents**

1. **The following documents may be used during the course of a project:**
  - A. Contract Agreement
  - B. Contractor Application Form
  - C. Bid Form
  - D. Work Write-Up
  - E. List of Subcontractors/Suppliers
  - F. Notice to Proceed
  - G. Application for Payment
  - H. Notice of Non-Conformance
  - I. Lien Release
  - J. Certificate of Completion