

April 16, 2014

TO ALL CONTRACT BIDDERS:

**RE: ADDENDUM NO. 1  
A.I. DU PONT HS CLOCK AND SPEAKER REPLACEMENT  
RED CLAY CONSOLIDATED SCHOOL DISTRICT, Bid # 12030A**

Ladies and Gentlemen:

Enclosed please find Addendum No. 1 for the above-referenced project. The inclusion of an executed Addendum in the bid package is mandatory for a bid to be considered. Please review the item(s) listed on the addendum and bid accordingly.

Sincerely,



David T. Spangler, PE  
Project Manager  
StudioJAED Architects & Engineers

Enclosures

cc: Marcin Michalski, RCCSD  
Mike Frick, EDIS

**Addendum #1 issued by:  
StudioJAED Architects & Engineers  
2500 Wrangle Hill Rd.  
Fox Run Office Plaza  
Suite 110  
Bear, Delaware 19701**

***Notice to holders of bidding Documents:***

This Addendum is generally separated into sections for convenience; however, all Contractors, Subcontractors, Material Men and other parties shall be responsible for reading the entire Addendum. The failure to list an item or items in all affected sections of this Addendum does not relieve any party affected from performing as per instructions; provided the information is set forth one time in the Addendum.

These documents shall become attached to and become a part of the construction contract for this project.

**GENERAL:**

1. See attached copy of Pre-bid Sign-in Sheet for the list of attendees at the April 14, 2014 Pre-bid Meeting. The pre-bid meeting was not a mandatory pre-requisite for submitting a bid on this project.
2. See attached Pre-bid Meeting notes.

**RFI RESPONSES:**

1. **Question: Not used  
Response: Not used**

**CLARIFICATIONS:**

1. Contact phone number for StudioJAED and David Spangler is 302-832-1652.
2. The following was discussed at the pre-bid meeting, and it is further clarified here:
  - a. Ceilings and or ceiling tiles shall be repaired and or replaced in kind where existing ceiling mounted PA speakers are demolished.
  - b. New ceiling mounted PA speakers shown to be installed in corridors and vestibules, etc. shall be mounted as close as possible to where shown along the corridor and in the center of the associated corridor between the corridor walls. The ceiling tiles shall be modified to allow for the speakers to be centered in the corridor. In many, if not most or all cases, this will require the speakers to be installed in the center of a 2x4 ceiling tile. In that case, it will require the installation of two lay in T-bar supports to support the cut ceiling tile pieces on either side of the speaker as well as the speaker itself.
  - c. Exceptions to centering in corridor are the following. In these areas the speakers shall be installed as close to as shown as possible:
    - i. West end of corridor 3A just south of the nearby stairwell
    - ii. North end of corridor 100-A

**SUBSTITUTIONS:**

1. General: Substitution permission is based upon the statement and data provided by the vendor that the requested component is in adherence to the performance requirements, size, shape, and function of the originally specified product. Refer to substitution requirements in the bidding documents for substitution request procedures.

**REVISIONS TO SPECIFICATIONS MANUAL:**

1. INSTRUCTIONS TO BIDDERS  
Section 00 21 13  
Pages 1-12  
Section Entire Section  
Replace existing section with attached section to correct typo in the header

**REVISIONS TO DRAWINGS:**

Information Technology

1. Drawing IT14.1D: See sketch SK-IT.1: Delete demolition of 16" clock in cafeteria where shown. It does not exist.



HEADQUARTERS

2500 WRANGLE HILL ROAD  
FOX RUN OFFICE PLAZA, SUITE 110  
BEAR, DE 19701

302.832.1652 PHONE  
302.832.1423 FAX

ARCHITECTS ENGINEERS FACILITIES SOLUTIONS

Project: Red Clay Consolidated School District  
AI Clock & Speaker Replacement  
Project No.: 14013

Pre-Bid Meeting  
April 14, 2014

SIGN IN SHEET

ATTACH BUSINESS CARD

or WRITE: Name, Firm, Phone, Email

Large empty rectangular box for business card attachment.

|        |                                  |
|--------|----------------------------------|
| Name:  | Matt Bailey                      |
| Firm:  | Power Plus Electrical Cont., Inc |
| Phone: | 302 736-5070                     |
| Fax:   | 302 736-5120                     |
| Email: | Mattb337@gmail.com               |
| Name:  | ROB SHARP                        |
| Firm:  | SUPERIOR ELECTRIC                |
| Phone: | 302-658-5949                     |
| Fax:   | 302-658-5983                     |
| Email: | rob@superiorelectric.biz         |
| Name:  | Kevin Twilley                    |
| Firm:  | SOUND-NSecure INC                |
| Phone: | 202-424-3670                     |
| Fax:   | 302-424-4764                     |
| Email: | KTwilley@SOUNDNSecure.NET        |



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**PREFERRED ELECTRIC INC.**  
 New Construction,  
 Maintenance & Repairs,  
 Telecommunications,  
 Solar, Specialty Systems &  
 Computer Wiring

**Jim Orga**  
 505 Churchman's Road  
 New Castle, DE 19720  
 Phone: (302) 322-9568  
 Cell: (302) 420-0462  
 Fax: (302) 322-5378  
 e-mail: jorga@preferredinc.net  
 www.preferredinc.net

Name: *JIM ORGA*

Firm: *PEI*

Phone: *302 322 9568*

Fax: *302 322 5378*

Email: *jorga@preferredinc.net*

**ARG**  
 communications

**Joseph Ruggieri**  
 President  
 (302)-225-2000 ext. 301

Business Telephones  
 Hosted Phone Systems  
 Structured Cabling  
 Card Access Systems  
 Security Vision Systems

fax: (302)-225-2010  
 joe@whyarg.com  
 www.whyarg.com

Name: *Steve Schufield*

Firm: *PSX*

Phone: *(302)757-1428 (c) (610)444-8210 (o)*

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Email: *steven.schofield@psxgroup.com*

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April 14, 2014

**SIGN IN SHEET**

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or WRITE: Name, Firm, Phone, Email

|   |
|---|
| <p>Architects • Engineers • Facilities Solutions</p>  <p><b>David T. Spangler, P.E.</b><br/>Principal / IT Director</p> <p>Delaware: 302-832-1652<br/>Maryland: 410-928-5000<br/>Rhode Island: 401-648-0884</p> <p>Mobile: 302-270-0310</p> <p>spanglerd@studiojaed.com<br/>www.studiojaed.com</p> |
|   |
|   |

|                                 |
|---------------------------------|
| Name: David Spangler            |
| Firm: Studio JAED               |
| Phone: 302 832-1652             |
| Fax:                            |
| Email: spanglerd@studiojaed.com |
| Name:                           |
| Firm:                           |
| Phone:                          |
| Fax:                            |
| Email:                          |
| Name:                           |
| Firm:                           |
| Phone:                          |
| Fax:                            |
| Email:                          |

# Pre-Bid Meeting Minutes

## Red Clay Consolidated School District

4/14/14

### AI DU PONT HS CLOCK AND SPEAKER REPLACEMENT, PROJECT # 14013

| Item | Notes  |
|------|--|
| 1.1  | The meeting began at 3:00 p.m.   |
| 1.2  | It was noted that the pre-bid meeting is not a mandatory prerequisite for submitting a bid on this project.  |
| 1.3  | The general scope for the project was reviewed. It includes, but is not limited to, the following:<br>A. Demolition of all system clocks throughout the school<br>B. Installation of a new wireless clock system<br>C. Demolition of all PA speakers in hallways, the cafeteria, and gymnasiums.<br>D. Installation of new PA speakers in the hallways, the cafeteria, and gymnasiums.<br>E. Installation of new speaker wiring to accommodate all new speakers as well as to ensure that all currently functioning, existing to remain speakers remain in proper operation at the end of the project. |
| 1.4  | The bids are due at 2:00 p.m. on May 1, 2014 as noted in the bid documents.  |
| 1.5  | Bid documents are available from RCI as noted in the bid documents.  |
| 1.6  | The Owner has waived the requirements for bid bonds, performance bonds, and payment and material bonds.  |
| 1.7  | The school is currently undergoing renovations to the entire building. The renovations are approximately 70% complete. The successful bidder/contractor for this project will be responsible for coordinating their work with the on-site renovation construction manager (CM). The CM is EDIS. The onsite CM superintendent is Mr. Mike Frick. His email address is <a href="mailto:mfrick@ediscompany.com">mfrick@ediscompany.com</a> , and his mobile number is +1 (302) 218-4674. He maintains his office on the site of the school.   |
| 1.8  | It was noted that the bidders are especially encouraged to review specification section 27 51 17 Public Address Systems, 3.01 Installation and 3.04 Closeout Activities with respect to inspection and testing of existing to remain PA speakers both before and after the project work takes place, etc.  |
| 1.9  | It was noted that bidders are especially encouraged to review specification section 01 22 00 Unit Prices for detailed explanations of the unit prices to include on the bid form specification section 00 41 00. Bidders are required to include individual labor prices and material prices for each unit price as noted on the bid form.   |
| 1.10 | The successful bidder/contractor will have from June 16, 2014 and prior to August 15, 2014 to achieve substantial completion of the project as noted in the bidding documents.   |
| 1.11 | The head end of the PA speaker system was shown to the attendees.  |
| 1.12 | The meeting ended at approximately 3:30 p.m.   |

These minutes were prepared by David Spangler of StudioJAED. Report discrepancies within five (5) days of receipt.

**INSTRUCTIONS TO BIDDERS**

**TABLE OF ARTICLES**

1. DEFINITIONS
  
2. BIDDER'S REPRESENTATION
  
3. BIDDING DOCUMENTS
  
4. BIDDING PROCEDURES
  
5. CONSIDERATION OF BIDS
  
6. POST-BID INFORMATION
  
7. PERFORMANCE BOND AND PAYMENT BOND
  
8. FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

**ARTICLE 1: GENERAL**

1.1 DEFINITIONS

1.1.1 Whenever the following terms are used, their intent and meaning shall be interpreted as follows:

1.2 STATE: The State of Delaware.

1.3 AGENCY: Red Clay Consolidated School District.

1.4 DESIGNATED OFFICIAL: The agent authorized to act for the Agency.

1.5 BIDDING DOCUMENTS: Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Advertisement for Bid, Invitation to Bid, Instructions to Bidders, Supplementary Instructions to Bidders (if any), General Conditions, Supplementary General Conditions, General Requirements, Special Provisions (if any), the Bid Form (including the Non-collusion Statement), and other sample bidding and contract forms. The proposed Contract Documents consist of the form of Agreement between the Owner and Contractor, as well as the Drawings, Specifications (Project Manual) and all Addenda issued prior to execution of the Contract.

1.6 CONTRACT DOCUMENTS: The Contract Documents consist of the, Instructions to Bidders, Supplementary Instructions to Bidders (if any), General Conditions, Supplementary General Conditions, General Requirements, Special Provisions (if any), the form of agreement between the Owner and the Contractor, Drawings (if any), Specifications (Project Manual), and all addenda.

1.7 AGREEMENT: The form of the Agreement shall be AIA Document A101, Standard Form of Agreement between Owner and Contractor where the basis of payment is a STIPULATED SUM. In the case of conflict between the instructions contained therein and the General Requirements herein, these General Requirements shall prevail.

1.8 GENERAL REQUIREMENTS (or CONDITIONS): General Requirements (or conditions) are instructions pertaining to the Bidding Documents and to contracts in general. They contain, in summary, requirements of laws of the State; policies of the Agency and instructions to bidders.

1.9 SPECIAL PROVISIONS: Special Provisions are specific conditions or requirements peculiar to the bidding documents and to the contract under consideration and are supplemental to the General Requirements. Should the Special Provisions conflict with the General Requirements, the Special Provisions shall prevail.

1.10 ADDENDA: Written or graphic instruments issued by the Owner/Architect prior to the execution of the contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.

1.11 BIDDER OR VENDOR: A person or entity who formally submits a Bid for the material or Work contemplated, acting directly or through a duly authorized representative who meets the requirements set forth in the Bidding Documents.

- 1.12 SUB-BIDDER: A person or entity who submits a Bid to a Bidder for materials or labor, or both for a portion of the Work.
- 1.13 BID: A complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.
- 1.14 BASE BID: 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 (if any are required to be stated in the bid).
- 1.15 ALTERNATE BID (or ALTERNATE): An amount stated in the Bid, where applicable, 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.
- 1.16 UNIT PRICE: An amount stated in the Bid, where applicable, as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents.
- 1.17 SURETY: The corporate body which is bound with and for the Contract, or which is liable, and which engages to be responsible for the Contractor's payments of all debts pertaining to and for his acceptable performance of the Work for which he has contracted.
- 1.18 BIDDER'S DEPOSIT: The security designated in the Bid to be furnished by the Bidder as a guaranty of good faith to enter into a contract with the Agency if the Work to be performed or the material or equipment to be furnished is awarded to him.
- 1.19 CONTRACT: The written agreement covering the furnishing and delivery of material or work to be performed.
- 1.20 CONTRACTOR: Any individual, firm or corporation with whom a contract is made by the Agency.
- 1.21 SUBCONTRACTOR: An individual, partnership or corporation which has a direct contract with a contractor to furnish labor and materials at the job site, or to perform construction labor and furnish material in connection with such labor at the job site.
- 1.22 CONTRACT BOND: The approved form of security furnished by the contractor and his surety as a guaranty of good faith on the part of the contractor to execute the work in accordance with the terms of the contract.

**ARTICLE 2: BIDDER'S REPRESENTATIONS**

- 2.1 PRE-BID MEETING
- 2.1.1 A pre-bid meeting for this project will be held at the time and place designated. Attendance at this meeting is a pre-requisite for submitting a Bid, unless this requirement is specifically waived elsewhere in the Bid Documents.
- 2.2 By submitting a Bid, the Bidder represents that:

- 2.2.1 The Bidder has read and understands the Bidding Documents and that the Bid is made in accordance therewith.
  - 2.2.2 The Bidder has visited the site, become familiar with existing conditions under which the Work is to be performed, and has correlated the Bidder's his personal observations with the requirements of the proposed Contract Documents.
  - 2.2.3 The Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception.
  - 2.3 **JOINT VENTURE REQUIREMENTS**
  - 2.3.1 For Public Works Contracts, each Joint Venturer shall be qualified and capable to complete the Work with their own forces.
  - 2.3.2 Included with the Bid submission, and as a requirement to bid, a copy of the executed Joint Venture Agreement shall be submitted and signed by all Joint Venturers involved.
  - 2.3.3 All required Bid Bonds, Performance Bonds, Material and Labor Payment Bonds must be executed by both Joint Venturers and be placed in both of their names.
  - 2.3.4 All required insurance certificates shall name both Joint Venturers.
  - 2.3.5 Both Joint Venturers shall sign the Bid Form and shall submit a valid Delaware Business License Number with their Bid or shall state that the process of application for a Delaware Business License has been initiated.
  - 2.3.6 Both Joint Venturers shall include their Federal E.I. Number with the Bid.
  - 2.3.7 In the event of a mandatory Pre-bid Meeting, each Joint Venturer shall have a representative in attendance.
  - 2.3.8 Due to exceptional circumstances and for good cause shown, one or more of these provisions may be waived at the discretion of the State.
  - 2.4 **ASSIGNMENT OF ANTITRUST CLAIMS**
  - 2.4.1 As consideration for the award and execution by the Owner of this contract, the Contractor hereby grants, conveys, sells, assigns and transfers to the State of Delaware all of its right, title and interests in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, relating to the particular goods or services purchased or acquired by the Owner pursuant to this contract.
- ARTICLE 3: BIDDING DOCUMENTS**
- 3.1 **COPIES OF BID DOCUMENTS**
  - 3.1.1 Bidders may obtain complete sets of the Bidding Documents from the Architectural/Engineering firm designated in the Advertisement or Invitation to Bid in the number and for the deposit sum, if any, stated therein.

- 3.1.2 Bidders shall use complete sets of Bidding Documents for preparation of Bids. The issuing Agency nor the Architect assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 3.1.3 Any errors, inconsistencies or omissions discovered shall be reported to the Architect immediately.
- 3.1.4 The Agency and Architect may make copies of the Bidding Documents available on the above terms for the purpose of obtaining Bids on the Work. No license or grant of use is conferred by issuance of copies of the Bidding Documents.

**3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS**

- 3.2.1 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 report any errors, inconsistencies, or ambiguities discovered to the Architect.
- 3.2.2 Bidders or Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request to the Architect at least seven days prior to the date for receipt of Bids. Interpretations, corrections and changes to the Bidding Documents will be made by written Addendum. Interpretations, corrections, or changes to the Bidding Documents made in any other manner shall not be binding.
- 3.2.3 The apparent silence of the specifications as to any detail, or the apparent omission from it of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality are to be used. Proof of specification compliance will be the responsibility of the Bidder.
- 3.2.4 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all permits, labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work.
- 3.2.5 The Owner will bear the costs for all impact and user fees associated with the project.

**3.3 SUBSTITUTIONS**

- 3.3.1 The materials, products and equipment described in the Bidding Documents establish a standard of quality, required function, dimension, and appearance to be met by any proposed substitution. The specification of a particular manufacturer or model number is not intended to be proprietary in any way. Substitutions of products for those named will be considered, providing that the Vendor certifies that the function, quality, and performance characteristics of the material offered is equal or superior to that specified. It shall be the Bidder's responsibility to assure that the proposed substitution will not affect the intent of the design, and to make any installation modifications required to accommodate the substitution.
- 3.3.2 Requests for substitutions shall be made in writing to the Architect at least ten days prior to the date of the Bid Opening. Such requests shall include a complete description of the proposed substitution, drawings, performance and test data, explanation of required installation modifications due the substitution, and any other information necessary for an

evaluation. The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval shall be final. The Architect is to notify Owner prior to any approvals.

3.3.3 If the Architect approves a substitution prior to the receipt of Bids, such approval shall be set forth in an Addendum. Approvals made in any other manner shall not be binding.

3.3.4 The Architect shall have no obligation to consider any substitutions after the Contract award.

3.4 ADDENDA

3.4.1 Addenda will be mailed or delivered to all who are known by the Architect to have received a complete set of the Bidding Documents.

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

3.4.3 No Addenda will be issued later than 4 days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one which extends the time or changes the location for the opening of bids.

3.4.4 Each bidder shall ascertain prior to submitting his Bid that they have received all Addenda issued, and shall acknowledge their receipt in their Bid in the appropriate space. Not acknowledging an issued Addenda could be grounds for determining a bid to be non-responsive.

**ARTICLE 4: BIDDING PROCEDURES**

4.1 PREPARATION OF BIDS

4.1.1 Submit the bids on the Bid Forms included with the Bidding Documents.

4.1.2 Submit the original Bid Form for each bid. Bid Forms may be removed from the project manual for this purpose.

4.1.3 Execute all blanks on the Bid Form in a non-erasable medium (typewriter or manually in ink).

4.1.4 Where so indicated by the makeup on the Bid Form, express sums in both words and figures, in case of discrepancy between the two, the written amount shall govern.

4.1.5 Interlineations, alterations or erasures must be initialed by the signer of the Bid.

4.1.6 BID ALL REQUESTED ALTERNATES AND UNIT PRICES, IF ANY. If there is no change in the Base Bid for an Alternate, enter "No Change". The Contractor is responsible for verifying that they have received all addenda issued during the bidding period. Work required by Addenda shall automatically become part of the Contract.

4.1.7 Make no additional stipulations on the Bid Form and do not qualify the Bid in any other manner.

4.1.8 Each copy of the Bid shall include the legal name of the Bidder and a statement whether the Bidder is a sole proprietor, a partnership, a corporation, or any legal entity, and 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 a current Power of Attorney attached, certifying agent's authority to bind the Bidder.

4.1.9 Bidder shall complete the Non-Collusion Statement form included with the Bid Forms and include it with their Bid.

4.1.10 In the construction of all Public Works projects for the State of Delaware or any agency thereof, preference in employment of laborers, workers or mechanics shall be given to bona fide legal citizens of the State who have established citizenship by residence of at least 90 days in the State.

#### 4.2 BID SECURITY

4.2.1 All bids shall be accompanied by a deposit of either a good and sufficient bond to the agency for the benefit of the agency, with corporate surety authorized to do business in this State, the form of the bond and the surety to be approved by the agency, or a security of the bidder assigned to the agency, for a sum equal to at least 10% of the bid plus all add alternates, or in lieu of the bid bond a security deposit in the form of a certified check, bank treasurer's check, cashier's check, money order, or other prior approved secured deposit assigned to the State. The bid bond need not be for a specific sum, but may be stated to be for a sum equal to 10% of the bid plus all add alternates to which it relates and not to exceed a certain stated sum, if said sum is equal to at least 10% of the bid. The Bid Bond form used shall be the standard OMB form (attached).

4.2.2 The Agency has the right to retain the bid security of Bidders to whom an award is being considered until either a formal contract has been executed and bonds have been furnished or the specified time has elapsed so the Bids may be withdrawn or all Bids have been rejected.

4.2.3 In the event of any successful Bidder refusing or neglecting to execute a formal contract and bond within 5 days of the awarding of the contract, the bid bond or security deposited by the successful bidder shall be forfeited.

#### 4.3 SUBCONTRACTOR LIST

4.3.1 As required by Delaware Code, Title 29, section 6962(d)(10)b, each Bidder shall submit with their Bid a completed List of Sub-Contractors included with the Bid Form. NAME ONLY ONE SUBCONTRACTOR FOR EACH TRADE. A Bid will be considered non-responsive unless the completed list is included.

4.3.2 Provide the Name and Address for each listed subcontractor. Addresses by City, Town or Locality, plus State, will be acceptable.

4.3.3 It is the responsibility of the Contractor to ensure that their Subcontractors are in compliance with the provisions of this law. Also, if a Contractor elects to list themselves as a Subcontractor for any category, they must specifically name themselves on the Bid Form and be able to document their capability to act as Subcontractor in that category in accordance with this law.

#### 4.4 EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS

4.4.1 During the performance of this contract, the contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The Contractor will take affirmative action to ensure the applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided by the contracting agency setting forth this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin."

#### 4.5 PREVAILING WAGE REQUIREMENT

4.5.1 Wage Provisions: In accordance with Delaware Code, Title 29, Section 6960, renovation projects whose total cost shall exceed \$15,000, and \$100,000 for new construction, the minimum wage rates for various classes of laborers and mechanics shall be as determined by the Department of Labor, Division of Industrial Affairs of the State of Delaware.

4.5.2 The prevailing wage shall be the wage paid to a majority of employees performing similar work as reported in the Department's annual prevailing wage survey or in the absence of a majority, the average paid to all employees reported.

4.5.3 The employer shall pay all mechanics and labors employed directly upon the site of work, unconditionally and not less often than once a week and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the specifications, regardless of any contractual relationship which may be alleged to exist between the employer and such laborers and mechanics.

4.5.4 The scale of the wages to be paid shall be posted by the employer in a prominent and easily accessible place at the site of the work.

4.5.5 Every contract based upon these specifications shall contain a stipulation that sworn payroll information, as required by the Department of Labor, be furnished weekly. The Department of Labor shall keep and maintain the sworn payroll information for a period of 6 months from the last day of the work week covered by the payroll.

#### 4.6 SUBMISSION OF BIDS

4.6.1 Enclose the Bid, the Bid Security, and any other documents required to be submitted with the Bid in a sealed opaque envelope. Address the envelope to the party receiving the Bids. Identify with the project name, project number, and the Bidder's name and address. If the Bid is sent by mail, enclose the sealed envelope in a separate mailing envelope with the notation "BID ENCLOSED" on the face thereof. The State is not responsible for the opening of bids prior to bid opening date and time that are not properly marked.

4.6.2 Deposit Bids at the designated location prior to the time and date for receipt of bids indicated in the Advertisement for Bids. Bids received after the time and date for receipt of bids will be marked "LATE BID" and returned.

4.6.3 Bidder assumes full responsibility for timely delivery at location designated for receipt of bids.

4.6.4 Oral, telephonic or telegraphic bids are invalid and will not receive consideration.

4.6.5 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids, provided that they are then fully in compliance with these Instructions to Bidders.

#### 4.7 MODIFICATION OR WITHDRAW OF BIDS

4.7.1 Prior to the closing date for receipt of Bids, a Bidder may withdraw a Bid by personal request and by showing proper identification to the Architect. A request for withdraw by letter or fax, if the Architect is notified in writing prior to receipt of fax, is acceptable. A fax directing a modification in the bid price will render the Bid informal, causing it to be ineligible for consideration of award. Telephone directives for modification of the bid price shall not be permitted and will have no bearing on the submitted proposal in any manner.

4.7.2 Bidders submitting Bids that are late shall be notified as soon as practicable and the bid shall be returned.

4.7.3 A Bid may not be modified, withdrawn or canceled by the Bidder during a thirty (30) day period following the time and date designated for the receipt and opening of Bids, and Bidder so agrees in submitting their Bid. Bids shall be binding for 30 days after the date of the Bid opening.

### **ARTICLE 5: CONSIDERATION OF BIDS**

#### 5.1 OPENING/REJECTION OF BIDS

5.1.1 Unless otherwise stated, Bids received on time will be publicly opened and will be read aloud. An abstract of the Bids will be made available to Bidders.

5.1.2 The Agency shall have the right to reject any and 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.

5.1.3 If the Bids are rejected, it will be done within thirty (30) calendar day of the Bid opening.

#### 5.2 COMPARISON OF BIDS

5.2.1 After the Bids have been opened and read, the bid prices will be compared and the result of such comparisons will be made available to the public. Comparisons of the Bids may be based on the Base Bid plus desired Alternates. The Agency shall have the right to accept Alternates in any order or combination.

5.2.2 The Agency reserves the right to waive technicalities, to reject any or all Bids, or any portion thereof, to advertise for new Bids, to proceed to do the Work otherwise, or to abandon the Work, if in the judgment of the Agency or its agent(s), it is in the best interest of the State.

- 5.2.3 An increase or decrease in the quantity for any item is not sufficient grounds for an increase or decrease in the Unit Price.
- 5.2.4 The prices quoted are to be those for which the material will be furnished F.O.B. Job Site and include all charges that may be imposed during the period of the Contract.
- 5.2.5 No qualifying letter or statements in or attached to the Bid, or separate discounts will be considered in determining the low Bid except as may be otherwise herein noted. Cash or separate discounts should be computed and incorporated into Unit Bid Price(s).
- 5.3 DISQUALIFICATION OF BIDDERS
- 5.3.1 An agency shall determine that each Bidder on any Public Works Contract is responsible before awarding the Contract. Factors to be considered in determining the responsibility of a Bidder include:
- A. The Bidder's financial, physical, personnel or other resources including Subcontracts;
  - B. The Bidder's record of performance on past public or private construction projects, including, but not limited to, defaults and/or final adjudication or admission of violations of the Prevailing Wage Laws in Delaware or any other state;
  - C. The Bidder's written safety plan;
  - D. Whether the Bidder is qualified legally to contract with the State;
  - E. Whether the Bidder supplied all necessary information concerning its responsibility; and,
  - F. Any other specific criteria for a particular procurement, which an agency may establish; provided however, that, the criteria be set forth in the Invitation to Bid and is otherwise in conformity with State and/or Federal law.
- 5.3.2 If an agency determines that a Bidder is nonresponsive and/or nonresponsible, the determination shall be in writing and set forth the basis for the determination. A copy of the determination shall be sent to the affected Bidder within five (5) working days of said determination.
- 5.3.3 In addition, any one or more of the following causes may be considered as sufficient for the disqualification of a Bidder and the rejection of their Bid or Bids.
- 5.3.3.1 More than one Bid for the same Contract from an individual, firm or corporation under the same or different names.
  - 5.3.3.2 Evidence of collusion among Bidders.
  - 5.3.3.3 Unsatisfactory performance record as evidenced by past experience.

- 5.3.3.4 If the Unit Prices are obviously unbalanced either in excess or below reasonable cost analysis values.
- 5.3.3.5 If there are any unauthorized additions, interlineation, conditional or alternate bids or irregularities of any kind which may tend to make the Bid incomplete, indefinite or ambiguous as to its meaning.
- 5.3.3.6 If the Bid is not accompanied by the required Bid Security and other data required by the Bidding Documents.
- 5.3.3.7 If any exceptions or qualifications of the Bid are noted on the Bid Form.
- 5.4 ACCEPTANCE OF BID AND AWARD OF CONTRACT
- 5.4.1 A formal Contract shall be executed with the successful Bidder within twenty (20) calendar days after the award of the Contract.
- 5.4.2 Per Section 6962(d)(13) a., Title 29, Delaware Code, "The contracting agency shall award any public works contract within thirty (30) days of the bid opening to the lowest responsive and responsible Bidder, unless the Agency elects to award on the basis of best value, in which case the election to award on the basis of best value shall be stated in the Invitation To Bid."
- 5.4.3 Each Bid on any Public Works Contract must be deemed responsive by the Agency to be considered for award. A responsive Bid shall conform in all material respects to the requirements and criteria set forth in the Contract Documents and specifications.
- 5.4.4 The Agency shall have the right to accept Alternates in any order or combination, and to determine the low Bidder on the basis of the sum of the Base Bid, plus accepted Alternates.
- 5.4.5 The successful Bidder shall execute a formal contract, submit the required Insurance Certificate, and furnish good and sufficient bonds, unless specifically waived in the General Requirements, in accordance with the General Requirement, within twenty (20) days of official notice of contract award. Bonds shall be for the benefit of the Agency with surety in the amount of 100% of the total contract award. Said Bonds shall be conditioned upon the faithful performance of the contract. Bonds shall remain in affect for period of one year after the date of substantial completion.
- 5.4.6 If the successful Bidder fails to execute the required Contract and Bond, as aforesaid, within twenty (20) calendar days after the date of official Notice of the Award of the Contract, their Bid guaranty shall immediately be taken and become the property of the State for the benefit of the Agency as liquidated damages, and not as a forfeiture or as a penalty. Award will then be made to the next lowest qualified Bidder of the Work or readvertised, as the Agency may decide.
- 5.4.7 Prior to receiving an award, the successful Bidder shall furnish to the Agency proof of State of Delaware Business Licensure. If the Bidder does not currently have a Business License, they may obtain an application by writing to: Division of Revenue, Carvel State Office Building, 820 French Street, Wilmington, DE 19899. A copy of the letter written to the Division of Revenue, sent with your Bid will be adequate proof for your firm to be considered for award until such time as you receive your license.

- 5.4.8 The Bid Security shall be returned to the successful Bidder upon the execution of the formal contract. The Bid Securities of unsuccessful bidders shall be returned within thirty (30) calendar days after the opening of the Bids.

**ARTICLE 6: POST-BID INFORMATION**

6.1 CONTRACTOR'S QUALIFICATION STATEMENT

- 6.1.1 Bidders to whom award of a Contract is under consideration shall, if requested by the Agency, submit a properly executed AIA Document A305, Contractor's Qualification Statement, unless such a statement has been previously required and submitted.

6.2 BUSINESS DESIGNATION FORM

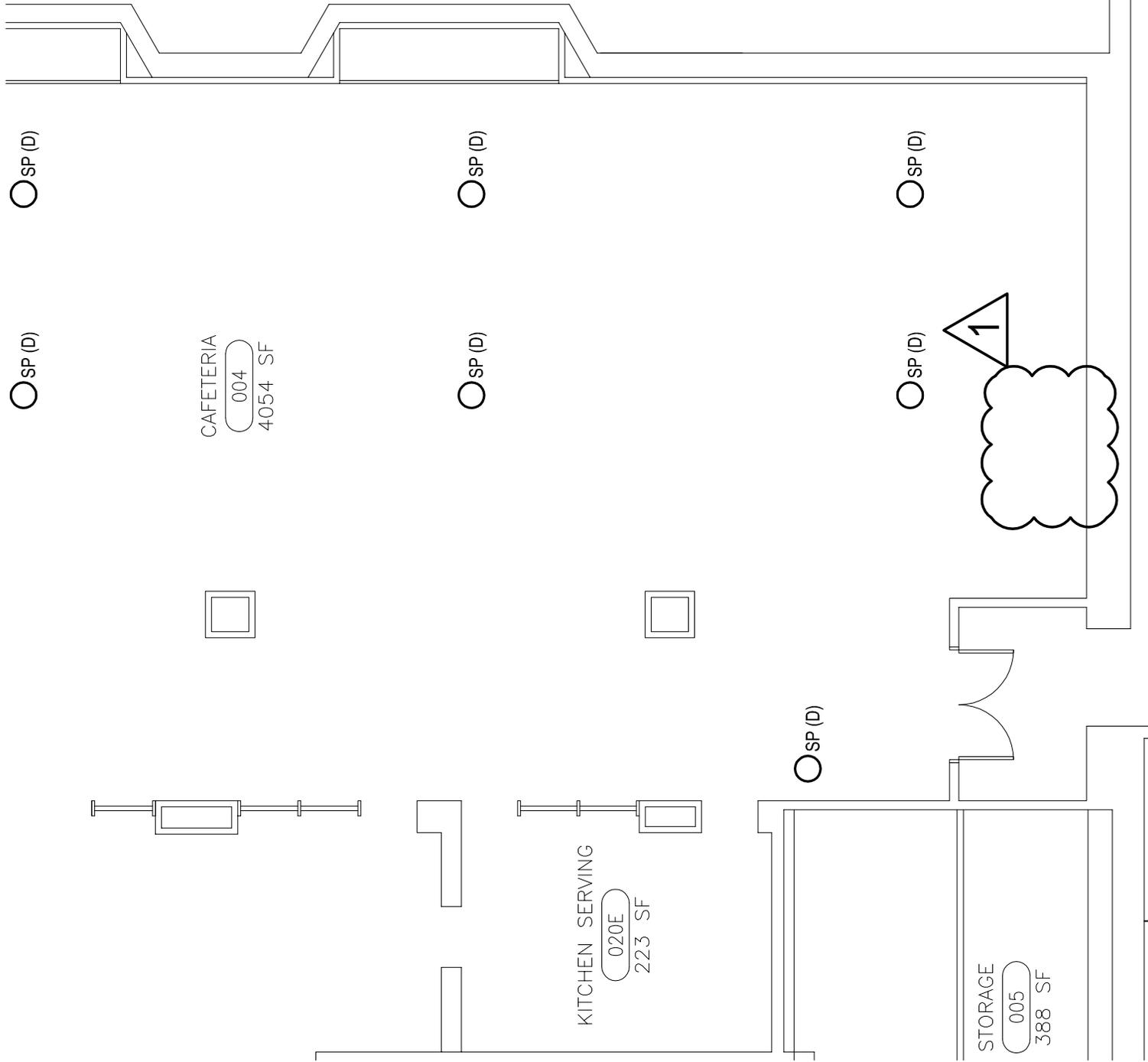
- 6.2.1 Successful bidder shall be required to accurately complete an Office of Management and Budget Business Designation Form for Subcontractors.

**ARTICLE 7: PERFORMANCE BOND AND PAYMENT BOND (Not Used)**

**ARTICLE 8: FORM OF AGREEMENT BETWEEN AGENCY AND CONTRACTOR**

- 8.1 Unless otherwise required in the Bidding Documents, the Agreement for the Work will be written on AIA Document A101, Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment is a Stipulated Sum.

**END OF INSTRUCTIONS TO BIDDERS**



**LOWER LEVEL TECHNOLOGY DEMOLITION PLAN - AREA B**

1  
IT14.1D

SCALE: 1/8" = 1'-0"

04 / 15 / 2014  
DATE

14013  
PROJECT NO.

IT14.1D  
SHEET NO.

SK-IT.1

PROJECT:  
RED CLAY CONSOLIDATED SCHOOL DISTRICT  
**A.J DUPONT HIGH SCHOOL**  
CLOCK AND SPEAKER REPLACEMENT  
50 HILLSIDE ROAD  
GREENVILLE, DE

**STUDIO JAED**  
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REVISIONS:  
▲ ADDENDUM #1

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