

EXHIBIT "B"

INSTRUCTIONS TO BIDDERS

Proposals shall be prepared and submitted in accordance with the following instructions.

1.0 DEFINITIONS

- 1.1 "Owner": The person or entity having express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization.
- 1.2 "Construction Manager": A/Z Corporation, (hereinafter A/Z)
- 1.3 "Bidder": A person or entity that responds to an invitation to bid and undertakes the process of submitting an offer to provide goods or services to the Project. Reference to "Contractor", "General Contractor" or "GC" in the Bid Documents as it relates to the Work shall mean Bidder.
- 1.4 "Trade Contractor": A person or entity that has a direct contract with A/Z to perform a portion of or the whole of the Work.
- 1.5 "Subcontractor": A person or entity that has a direct or indirect contract with a Trade Contractor to perform a portion of the Work.
- 1.6 "Trade Contract": The contractual agreement between A/Z and a successful Bidder.
- 1.7 "Project": The total construction of which the Work, performed under the Bid Documents, may or may not be the whole of the Work.
- 1.8 "Bid Documents": The Bid Documents consist of the Agreement between the Owner and A/Z, General and Supplementary Conditions of the Agreement between the Owner and A/Z, the Plans and Specifications, the Bid Package Documents, Supplements and Addenda, Bulletins, Sketches, issued prior to the date of issuance of Trade Contracts.
- 1.9 "Work": The construction and services required by the Bid Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by Bidders to fulfill their obligations. The Work may constitute the whole or a part of the Project.

2.0 BID DOCUMENTS

- 2.1 The intent of the Bid Documents is to include all items necessary for the proper execution and completion of the Work. Bidders agree that the Work encompasses all elements necessary to construct and complete the Project and, as such, acknowledge that there may be items of the Work that Bidders must provide that are not shown or specified but that are necessary for the proper execution and completion of the Work and are consistent with and



reasonably inferable from the items of Work that are shown or specified. Such items of Work shall be included, without exception, and be included by Bidders in the overall cost to complete the Work.

- 2.2 Bidders shall use the complete set of Bid Documents in preparing their Proposals; A/Z assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.

3.0 RECEIPT OF BID DOCUMENTS

- 3.1 It is the sole responsibility of Bidders to carefully examine the Bid Documents and ensure that all Bid Documents have been received in their entirety.

4.0 PRE-BID CONFERENCE

- 4.1 Refer to the Invitation to Bid and the Proposal Form for information relating to a pre-bid conference. Agenda items for the pre-bid conference may include reviews of the Bid Documents, bid procedures, proposal format, statements of Work, site logistics, Project schedule, safety requirements, other Project specific requirements, Owner rules and regulations and the commercial documents.

5.0 EXAMINATION OF SITE AND BID DOCUMENTS

- 5.1 By submitting Proposals, Bidders represent that they have fully acquainted themselves with, and have carefully examined: (a) all documents and conditions relevant to the Work and the Project to ensure they are sufficient to properly prosecute the Work; (b) all relevant plans, specifications, surveys, measurements, dimensions, calculations and estimates to be sure they contain no errors or inaccuracies; (c) the nature and location of the Work; (d) the character of materials, equipment, machinery and facilities needed to prosecute the Work; (e) the general and local conditions and constraints including environmental concerns; (f) labor relations and availability; and, (g) all other matters which can in any way affect the Work, the Project or Project cost. The Owner and A/Z assume no responsibility whatsoever ascertaining for Bidders any facts that Bidders should have ascertained for themselves through such investigation. Bidders agree that by submitting Proposals there will be no claims for damages or additional compensation because of lack of information or any misunderstanding or misinterpretation of the requirements of the Bid Documents.
- 5.2 It is not intended that the Bid Documents enumerate every possible eventuality as applied to each item of the Work. Bidders represent they have full practical construction knowledge and experience in performing the Work. It is the intent that the Work be completed, tested and put into condition ready for use and operation and executed in the best and most workmanlike manner in accordance with the Bid Documents and manufacturers' instructions and recommendations.
- 5.3 Should conflicts exist between any of the Bid Documents the provisions imposing the more demanding term, condition, duty or standard regarding the performance of Bidders shall take precedence and govern.



6.0 SUPPLEMENTAL INFORMATION

- 6.1 In the event Bidders discover any discrepancies, omissions, errors or other informality in the Bid Documents or in the event of doubt or need for clarification as to their intent or meaning, Bidders shall direct questions or requests for information in writing to the designated individual noted in the Invitation to Bid. Bidders shall not communicate directly with the Owner, the Architect or Engineers and reliance on any information so communicated shall be at the sole risk of Bidders. Bidders shall not rely on verbal or other non-formal responses to any inquiry whether from A/Z, the Owner, Architect or Engineer. Failure to comply with the aforementioned may result in rejection of Proposals.
- 6.2 When appropriate, all inquiries received a minimum of three (3) business days prior to the date set for receipt of Proposal will be answered in writing via Supplement and distributed to all document holders of record.
- 6.3 It is the sole responsibility of Bidders to keep informed of any Supplements issued and acknowledge receipt of all such Supplements on the Proposal Form. Failure keep informed of Supplements issued or to acknowledge any particular Supplement does not relieve Bidders from the requirements of the Supplement.

7.0 PREPARATION OF PROPOSALS

- 7.1 Proposals shall be prepared in strict accordance with these Instructions to Bidders and submitted on Exhibit "C: - Proposal Form. All information required in the Proposal Form shall be completed in its entirety without alterations, erasures or corrections.
- 7.2 Proposals shall be based on complying with all federal, state and municipal laws, ordinances, rules, regulations, codes and standards.
- 7.3 Bidders shall list on the Proposal Form any portion of the Work that is intended to be subcontracted. A/Z and the Owner reserve the right of approving any proposed subcontractor. After award, no subcontract or purchase order is to be awarded without the express written approval of A/Z and the Owner.
- 7.4 The lump sum price shall be based strictly on the materials and equipment specified in the Bid Documents and shall be firm for the duration of the Project. Bidders may propose "or equal" materials or equipment of alternate manufacture from those specified for consideration. Such substitution must be clearly identified and shall include the effect of the substitution on the lump sum price or completion schedule. Substitutions to specified materials or equipment will only be considered if submitted with the Proposal with sufficient, specific and detailed information including manufacturer's product data to describe in full the proposed substitution for a proper and thorough review by A/Z, the Owner, Architect and Engineer. Final decision on the acceptance of any proposed substitution will be made by A/Z and the Owner.



- 7.5 Proposals containing clarifications, qualifications, omissions, exceptions or other irregularities of any type may be rejected. If any item listed in the Proposal Form has no value or does not apply, enter “none”, “not applicable” or similar statement. Do not leave any items blank.

8.0 SUBMISSION OF PROPOSALS

- 8.1 Proposals shall be submitted in such quantity enumerated in the Invitation to Bid and must be received by the date and time stipulated in the Invitation to Bid and Proposal Form; late receipt of Proposals may be cause for rejection of Proposals. Proposal submission shall include, at a minimum, Exhibit “C” – Proposal Form, Exhibit “D” – Statement of Work, Exhibit “N” – Labor Rate Development and all other required attachments. Proposals shall be submitted via the *BuildingConnected* network or email to the person designated on the Proposal Form.
- 8.2 Bidders shall have a duly authorized company representative sign their proposal.
- 8.3 In submitting Proposals, Bidders acknowledge the acceptance of the standard A/Z Terms and Conditions of the Agreement, Exhibit “K”, without exception or modification and agree to sign and return the Trade Contract within ten (10) days from the date of receipt. Failure to sign the Trade Contract within ten (10) days after the date of receipt may be considered a default and result in the award being rescinded.
- 8.4 Submission of Proposals shall constitute irrevocable offers for sixty (60) business days following the deadline for submission. Proposals shall include all escalation costs for materials, equipment, wages and machinery and equipment rental rates for the duration of the Project.
- 8.5 All costs incurred by Bidders in the preparation, printing, delivery or presentation process related to Proposals shall be borne solely by Bidders as a normal business expense.

9.0 BID BONDS

- 9.1 Unless otherwise specifically stated to the contrary in the Invitation to Bid, Bid Bonds are not required to be submitted with Proposals.

10.0 UNIT PRICES

- 10.1 Unit prices shall be inclusive of all costs to Bidders including without limitation labor, materials, supervision, tools, equipment, machinery, field inspection, surveying, layout, staging, hoisting, handling, unloading, transportation, permits, licenses, services, per diem, travel, lodging, meals, overhead, profit, general and administrative costs and all other expenses relating to the unit price and shall remain firm for the duration of the Project.

11.0 ALTERNATES

- 11.1 Alternates are alternate products, materials, equipment, systems, or other components of the Project which may be selected for the Work by A/Z and the Owner in lieu of the corresponding requirements of the Bid Documents. Alternate prices shall include the provision of all Work required for a complete installation inclusive of all Work necessary to adjust or modify any affected adjacent work to integrate the Work of the alternate into the overall Project. Alternate prices shall be inclusive of all costs to Bidders including, without limitation, labor, material, equipment, supervision, tools, equipment, field inspection, layout, staging, hoisting, handling, unloading, transportation, permits, licenses, services, per diem, travel, lodging, meals, overhead, profit, general and administrative costs and all other expenses relating to the alternates and shall remain firm for the duration of the Project.

12.0 ALLOWANCES

- 12.1 Allowances shall cover the cost to Bidders of: (a) coordination with the work of others to ensure that each allowance is completely integrated and interfaced with related and adjacent work; (b) materials and equipment delivered to the site; (c) all applicable sales, use and other required taxes; and (d) unloading and handling, labor and equipment required for installation.
- 12.2 Small tools, supervision, administration, overhead, profit and other expenses contemplated for an allowance shall be included in the lump sum price and not in the cost of the allowance.
- 12.3 The Work included under any allowances shall only be performed if specifically authorized in writing in advance by A/Z.
- 12.4 Actual costs shall be documented by Bidders and verified by A/Z and, whenever actual costs are more than or less than the allowance amount, the Trade Contract sum shall be adjusted accordingly by change order.

13.0 LABOR RATES

- 13.1 Bidders shall provide A/Z with hourly labor rates for all labor categories and classifications consistent with the requirements of the Bid Documents and intended to be used in the Work. These rates shall include all costs and expenses inclusive of taxes, benefits, insurance, bonds, overhead and profit and shall be submitted on Exhibit "N" – Labor Rate Development. Labor rates are subject to review and acceptance by A/Z.

14.0 EQUIPMENT RATES

- 14.1 Equipment rates for machinery, tools and equipment, including costs of transportation, loading and unloading, installing, dismantling, removal, repair and replacement made necessary by ordinary wear and tear, exclusive of hand tools rates shall be submitted to A/Z for approval prior to onsite mobilization. Small tools, defined as machinery, tools and equipment with individual purchase prices of less than \$1,000.00 are considered overhead.

15.0 ACCEPTANCE AND REJECTION OF PROPOSALS



- 15.1 It is the intent of A/Z to award Trade Contracts to the lowest, most responsive, responsible, and best-valued Bidders provided Proposals have been submitted in accordance with the requirements of the Bid Documents and all appropriate and compliant qualification documentation has been received by A/Z.
- 15.2 A/Z and the Owner reserve the right to accept alternates in any order or combination and to determine the lowest Proposals submitted on the basis of the sum of the lump sum price and alternates accepted.
- 15.3 Bidders understand that A/Z and the Owner reserve the right to accept or reject any or all Proposals, with or without cause, in whole or in part, to waive any informality or irregularity therein and to waive any technicality in any Proposal or part thereof

16.0 TAXES

- 16.1 All applicable federal, state and municipal sales, use, excise, payroll and all other applicable taxes required to be the responsibility of Bidders by any federal, state or municipal law or ordinance are the sole responsibility of Bidders and shall be included in the lump sum price unless specifically stated otherwise.

17.0 NON-RESIDENT CONTRACTORS

- 17.1 Bidders that do not operate a permanent place of business in the state where the Project is located shall be subject to comply with said state's statutes and regulations regarding non-resident contractors. Bidders shall be required to post with the applicable state authority a Non-Resident Guarantee Bond or other instrument or be subject to a monetary withholding of certain monies from each application for payment as required by said state's statutes and regulations.

18.0 SUBCONTRACTOR DEFAULT INSURANCE PROGRAM AND PAYMENT AND PERFORMANCE BONDS

- 18.1 If the Project is enrolled in a Subcontractor Default Insurance (SDI) Program, before Bidders will be considered for award of a Trade Contract, the A/Z qualification process shall be completed by all Bidders in consideration of an award; completion and submission to A/Z of the Qualification Statement and submission of all required documentation including, without limitation, current financial information is mandatory for consideration for award.
- 18.2 If the Project is not enrolled in the A/Z SDI Program then a Labor and Material Payment Bond and a Performance Bond both in the penal sum of 100% of the lump sum price shall be required of Bidders for all awards in excess of \$150,000.00 or such lesser amount as determined by A/Z in its sole discretion. Bonds shall be issued by a surety duly authorized and licensed to do business in the state where the Project is located, have an A. M. Best's rating of A+VII and be satisfactory to A/Z and the Owner. The bonds shall name, at a minimum, A/Z and the Owner as dual obligees.

19.0 INSURANCE



19.1 Notwithstanding anything to the contrary stated in any Bid Document, Proposals shall include all costs for premiums to provide insurance coverage in such types and with such minimum limits as set forth herein.

Type of Insurance	Minimum Limits
General Liability	Bodily Injury and Property Damage \$1,000,000.00 each occurrence \$2,000,000.00 products and completed operations \$2,000,000.00 general aggregate per project \$1,000,000.00 personal & advertising injury aggregate
Automobile Liability	Bodily Injury \$1,000,000.00 per person \$1,000,000.00 per accident Property Damage \$1,000,000.00 per accident
Excess Liability	\$5,000,000.00 per occurrence \$5,000,000.00 aggregate
Workers' Compensation Employer's Liability	Statutory \$1,000,000.00 each accident \$1,000,000.00 disease each employee \$1,000,000.00 disease policy limit

19.2 The insurance shall be provided by insurance companies with an A. M. Best rating of A-, FSC VII or better and are authorized to conduct business in the state where the Project is located. It is the responsibility of Bidders to require their subcontractors of any tier to procure and maintain the same insurance required of Bidders including the requirement of naming the Owner and A/Z as additional insureds.

19.3 A/Z, the Owner and all other required entities shall be included as additional insureds under the Commercial General Liability policy using ISO Additional Insured Endorsements CG 20 10 07 04 and CG 20 37 07 04, or substitute forms of endorsement providing equivalent coverage, and under the Excess Liability policy. The additional insured status required in this paragraph shall include coverage for ongoing and completed operations, and the Commercial General Liability and Excess policies maintained by Bidders shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to, or maintained by, A/Z, the Owner or any other additionally insured entities. Any insurance or self-insurance programs afforded to, or maintained by, A/Z, The Owner or any other additional insured entities shall apply on an excess, non-contributing basis to any insurance



policy to which Bidders are required to add A/Z and the Owner and other entities as additional insureds.

- 19.4 All deductibles and self-insured retentions applicable within policies required herein shall be the sole responsibility of Bidders without reimbursement from A/Z, the Owner or any other additional insured. A/Z, the Owner or any other additional insured entities shall not, in any event, be responsible for deductibles or retentions.

20.0 EQUAL OPPORTUNITY EMPLOYMENT AND AFFIRMATIVE ACTION

- 20.1 Bidders shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Bidders shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, 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. Bidders agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 20.2 Bidders shall comply with all provisions of Executive Order 11246, the Rehabilitation Act of 1973 as amended, the Vietnam Era Veteran's Readjustment Act of 1974 as amended and the Veteran's Employment Opportunities Act of 1998 as amended. Bidders, in addition to the foregoing, shall comply with the Fair Labor Standards Act and all other applicable federal, state and municipal laws, ordinances, orders, regulations, promulgations and directives.
- 20.3 Bidders shall require all subcontractors of any tier, for subcontracts valued in excess of \$10,000.00, to comply with the requirements of this Article 20.0.

21.0 DIVERSE BUSINESS UTILIZATION

- 21.1 It is the policy of A/Z that Diverse Business Enterprises including Minority Owned Business Entities, Woman Owned Business Enterprises, Veteran Owned Small Business Enterprises, Disabled Veteran Owned Business Enterprises, Service Disabled Veteran Owned Business Enterprises and HUBZone Small Business Enterprises are afforded the maximum opportunity to participate in A/Z Projects.
- 21.2 Bidders agree to make good faith efforts to carry out this policy in the awarding of subcontracts and purchase orders to the fullest extent consistent with efficient performance and award a minimum of ten percent (10%) of the total cost of the Work to such diverse business enterprises. The amount of participation included will be considered when evaluating Proposals. It is mandatory that the Diverse Business Utilization section of the Proposal Form be completed in its entirety; failure to complete this section may result in rejection of Proposals.



21.3 Bidders shall include the provisions of this Article 21.0 in all subcontracts that offer further subcontracting opportunities. Bidders further agree to cooperate with A/Z in the compilation of data and statistics regarding the utilization of such Diverse Business Enterprises.

22.0 PERMITS

22.1 Unless otherwise noted, the general building permit will be secured and paid for by A/Z. Bidders shall include in the Lump Sum Price all federal, state and municipal trade permits required for the Work and all A/Z and Owner required Project permits that include, without limitation, excavation, lockout/tagout, hot-work, crane, safe-work and confined space entry permits.

23.0 ENGINEERING AND LAYOUT

23.1 Bidders shall include in the lump sum price all costs for engineering, surveying, lines, grades and field measurements that will be required to complete the Work. A/Z will provide two (2) control points and a benchmark onsite. Bidders shall provide all necessary lines and grades from the established points and verifications necessary to prosecute the Work.

24.0 PROMOTIONAL INFORMATION

24.1 Bidders; (a) are prohibited from making any representation of or about the Project or the Work whether oral, photographic, pictorial, graphic, artistic, electronic or otherwise; (b) shall not publicize the Project, the subject matter of the Project or any design information provided in connection with the Project; (c) are prohibited from engaging in press releases, publications, advertising, interviews or other public disclosure without first obtaining express written consent in each instance from the Owner.

24.2 Company or organizational branding, including, without limitation, signs, banners and scrim will not be allowed on fences, gates, barricades, tarpaulins, trash chutes, structural steel members, cranes, swing staging and mast climber platforms without the express written consent of A/Z and the Owner.

25.0 CONFIDENTIALITY

25.1 Bidders acknowledge that the Bid Documents contain confidential or proprietary information which is the property of others. Bidders agree that such information shall not be disclosed, duplicated, published or utilized for any reason other than to assist Bidders in the preparation of Proposals. Bidders shall not disclose to any third party, for a period of three (3) years from the date of receipt of Proposals by A/Z, any such confidential or proprietary information. Unless expressly authorized in writing by the Owner and A/Z, Bidders shall return all Confidential Information to A/Z or the Owner when and as directed by A/Z or the Owner.