

Document 00200

TABLE OF CONTENTS

INSTRUCTIONS TO BIDDERS

<u>PARAGRAPH</u>	<u>TITLE</u>	<u>PAGE</u>
1.0	RELATED DOCUMENTS.....	3
2.0	DEFINITIONS.....	3
3.0	NOTICE TO BIDDERS.....	3
4.0	BID DOCUMENTS	5
5.0	EXAMINATION OF DOCUMENTS, SITE, AND LOCAL CONDITIONS	5
6.0	INTERPRETATIONS DURING BIDDING.....	5
7.0	ADDENDA.....	6
8.0	SUBSTITUTION OF PRODUCTS	6
9.0	PREPARATION OF BIDS	6
10.0	BID SUBMISSION.....	6
11.0	BID SECURITY	6
12.0	SUBCONTRACTORS AND SUPPLIERS.....	7
13.0	MODIFICATION OR WITHDRAWAL OF BID.....	7
14.0	BID DISQUALIFICATION	7
15.0	PREBID MEETING.....	7
16.0	OPENING OF BIDS.....	7
17.0	EVALUATION AND CONSIDERATION OF BIDS	7
18.0	ACCEPTANCE OF THE BID.....	7

Document 00200

INSTRUCTIONS TO BIDDERS

1.0 RELATED DOCUMENTS

- A. Document 00210, Supplementary Instructions to Bidders.
- B. Document 00320, Geotechnical Information.
- C. Document 00330, Existing Conditions.
- D. Document 00410 – Bid Form, Parts A & B.
- E. Document 00495, Post-Bid Procedures.
- F. Document 00520, Agreement.
- G. Document 00700, General Conditions.
- H. Document 00800, Supplementary Conditions.

2.0 DEFINITIONS

- A. Definitions set forth in Document 00700, General Conditions, and in other documents of Project Manual, are applicable to Bid Documents.
- B. *Addendum*: Written or graphic instrument issued prior to Bid opening, which clarifies, modifies, corrects, or changes Bid Documents.
- C. *Alternate*: The total amount bid for additions to work, as described in Section 01110, Summary of Work. Each Alternate includes cost of effects on adjacent or related components, and Bidder's overhead and profit.
- D. *Bid*: A complete and properly signed offer to perform the Work in accordance with this Document and Document 00210, Supplementary Instructions to Bidders.
- E. *Bid Date*: Date and time set for receipt of Bids as stated in Document 00210, Supplementary Instructions to Bidders, or as modified by Addenda.
- F. *Bid Documents*: Project Manual, Drawings, and Addenda.
- G. *Bid Supplement*: A Bid submittal that is required in Document 00410, Bid Form.
- H. *Bidder*: Person or firm, identified in Document 00410B, Bid Form, Part B, including its successors, and its authorized representative.

- I. *Code*: Code of Ordinances, Houston, Texas.
- J. *Low Bidder*: Apparent successful Bidder that qualifies as a responsible Bidder and that submits Bid with lowest Total Bid Price.
- K. *Project Manager*: Person designated in Document 00100, Advertisement for Bids, and Document 00220, Request for Bid Information, to represent the City during bidding and post-bid periods.
- L. *Project Manual*: Volume assembled for the Work that includes the bidding requirements, sample forms, Conditions of the Contract, and Specifications.
- M. *Security Deposit*: A certified check, cashier's check, or bid bond in the amount of 10 percent of the Total Bid Price.
- N. *Total Bid Price*: Total amount bid for performing the Work as identified by Bidder in Document 00410B, Bid Form, Part B, which amount includes:
 - 1. Stipulated Price;
 - 2. Total Base Unit Prices;
 - 3. Total Extra Unit Prices;
 - 4. Total Cash Allowances; and
 - 5. Total Alternates.

3.0 NOTICE TO BIDDERS

- A. Chapter 18, Ethics and Financial Disclosure, of the City of Houston Code of Ordinances makes it unlawful for a Contractor to offer any contribution to a candidate for City elective office (including elected officers and officers-elect) during a certain period of time prior to and following the award of the Contract by the City Council. The term "Contractor" includes proprietors of proprietorships, all partners of partnerships, and all officers, directors, and holders of 10 percent or more of the outstanding shares of corporations. A statement disclosing the names and business addresses of each of those persons will be required to be submitted with each bid or proposal; for a City Contract. Bidder shall complete and submit Document 00455, Ownership Information Form, with its Bid to comply with this requirement. See Chapter 18 of

the Code for further information.

- B. Chapter 15, Article VIII, of the City's Code provides that no contract shall be let, nor any other business transaction entered into, by the City with any person indebted to the City or a qualifying entity, if the contractor or transaction comes within the provisions of Section 15-1 (c) of the Code. Exceptions are provided in Section 15-126 of the Code. Bidder shall complete and submit Document 00455, Ownership Information Form, with its Bid to comply with this requirement.
- C. Neither bidder(s) nor any person acting on bidder(s)'s behalf shall attempt to influence the outcome of the award by the offer, presentation or promise of gratuities, favors, or anything of value to any appointed or elected official or employee of the City of Houston, their families or staff members. All inquiries regarding the solicitation are to be directed to the designated City Representative identified on the first page of the solicitation. Upon issuance of the solicitation through the pre-award phase and up to the date the City Secretary publicly posts notice of any City Council agenda containing the applicable award, aside from bidder's formal response to the solicitation, through the pre-award phase, written requests for clarification during the period officially designated for such purpose by the City Representative, neither bidder(s) nor persons acting on their behalf shall communicate with any appointed or elected official or employee of the City of Houston, their families or staff through written or oral means in an attempt to persuade or influence the outcome of the award or to obtain or deliver information intended to or which could reasonably result in an advantage to any bidder. However, nothing in this paragraph shall prevent a bidder from making public statements to the City Council convened for a regularly scheduled session after the official selection has been made and placed on the City Council agenda for action, or to a City Council committee convened to discuss a recommendation regarding the solicitation.
- D. **Compliance with Certain State Law Requirements.**
1. *Anti-Boycott of Israel.* Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of this Agreement not to engage in, the boycott of Israel as defined by Section 808.001 of the Texas Government Code.
 2. *Anti-Boycott of Energy Companies.* Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of this Agreement not to engage in, the boycott of energy companies as defined by Section 809.001 of the Texas Government Code.
 3. *Anti-Boycott of Firearm Entities or Firearm Trade Associations.* Contractor certifies that Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, or will not discriminate against a firearm entity or firearm trade association for the duration of this Agreement, as defined by Section 2274.001 of the Texas Government Code.
 4. *Certification of No Business with Foreign Terrorist Organizations.* For purposes of Section 2252.152 of the Code, Contractor certifies that, at the time of this Agreement neither Contractor nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Contractor, is a company listed by the Texas Comptroller of Public Accounts under Sections 2252.153 or 2270.0201 of the Texas Government Code as a company known to have contracts with or provide supplies to a foreign terrorist organization.
- E. **Zero Tolerance Policy for Human Trafficking and Related Activities.** The requirements and terms of the City of Houston's Zero Tolerance Policy for Human Trafficking and Related Activities, as set forth in Executive Order 1-56, as revised from time to time, are incorporated into this Contract for all purposes. Bidder has reviewed Executive Order 1-56, as revised, and shall comply with its terms and conditions as they are set out at the time of this Contract's effective date. Bidder shall notify the City's Chief Procurement Officer, City Attorney, and the Director of any information regarding possible violation by the Bidder or its subcontractors providing services or goods under this Contract within 7 days of Bidder becoming aware of or having a

reasonable belief that such violations may have occurred, have occurred, or are reasonably likely to occur.

- F. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this bid and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

- G. **Prospective Vendor Responsibility.** The City will award contracts only to the responsible vendor possessing the ability to perform successfully under the terms and conditions of a proposed procurement. The City's policy is to award contracts only to a prospective vendor whom the City's contracting department has determined to be responsible, considering the following non-exhaustive factors:

- Record of integrity and business ethics, including timely payments to subcontractors/subconsultants, business judgment, reputation, and reliability.
- History of compliance with public policy and applicable laws, or the lack thereof.
- Record of past performance, including but not limited to, poor performance, failure to achieve reasonable progress, or defaulting on existing or previous City of Houston contracts, if any.
- Capacity to perform the required work or provide the required goods or services, which may include having (or having the ability to obtain) adequate financial and technical resources to perform the contract and any necessary equipment, facilities, organization, experience, efficiency, operational control, or technical skills, as applicable.
- Financial responsibility, including the ability to provide adequate bonds and insurance, as applicable.
- History of compliance with prevailing wage and other labor standards requirements.
- Record of failure to make good faith efforts to meet MWBE goals.
- Qualification and eligibility to receive an award under applicable laws and regulations, including any federal rules or regulations (e.g., 2 CFR Part 200).
- Ineligibility due to being suspended or debarred by federal, state, city, or county governmental agencies.

4.0 *BID DOCUMENTS*

- A. The Bid Documents may be obtained at

location specified in Document 00210, Supplementary Instructions to Bidders.

- B. The Bid Documents are made available only for the purpose of bidding on the Work. Receipt of Bid Documents does not grant a license for other purposes.
- C. On receipt of Bid Documents, Bidder shall verify that documents are legible and complete, compare contents of Project Manual with Document 00010, Table of Contents, and compare Index of Drawings with Document 00015, List of Drawings. Bidder shall notify Project Manager if Bid Documents are incomplete.
- D. If City of Houston Standard Specifications or Standard Details are required by the Project Manual, Bidder shall refer to Document 00210, Supplementary Instructions to Bidders for purchase information.

5.0 *EXAMINATION OF DOCUMENTS, SITE, AND LOCAL CONDITIONS*

- A. Bidder shall examine Project site, become familiar with local conditions under which the Work shall be performed, conduct appropriate investigations, and correlate personal observations with requirements of the Bid Documents before submitting a Bid.
- B. Bidder shall make site investigations to the extent Bidder deems necessary to ascertain extent of subsurface conditions.
- C. Failure of Bidder to perform the investigations prior to submitting a Bid does not relieve Bidder of responsibility for investigations, interpretations and proper use of available information in the preparation of its Bid.
- D. Bidder shall observe limitations of access to occupied or restricted site as stated in Document 00210, Supplementary Instructions to Bidders.

6.0 *INTERPRETATIONS DURING BIDDING*

- A. Bidder shall immediately submit Document 00220, Request for Bid Information, to Project Manager upon finding errors, discrepancies, or omissions in Bid Documents. Confirmation of receipt of questions by the City is the responsibility of Bidder. Verbal discussions and answers are not binding.
- B. Document 00220, Request for Bid Information, must be received at least 10 days before the Bid Date to allow issuance of Addenda in accordance with Paragraph 7.O.D. Replies, if issued, are by Addenda.

7.0 *ADDENDA*

- A. Addenda that affect bidding requirements are applicable only through issuance of the Notice to Proceed. Addenda that affect the Contract are a part of the Contract.
- B. BIDDERS WHO SUBMIT A BID ON THIS PROJECT SHALL BE PRESUMED TO HAVE RECEIVED ALL ADDENDA AND TO HAVE INCLUDED ANY COST THEREOF IN THEIR BIDS, REGARDLESS OF WHETHER THEY ACKNOWLEDGE THE ADDENDA OR NOT.
- C. The City will make Addenda available at same location where the Bid Documents may be obtained. The City will notify plan holders of record when Addenda are available. Bidders are responsible for obtaining Addenda after notification.
- D. No Addendum will be issued later than noon on Monday before Bid Date, except Addenda with minor clarifications, withdrawing request for Bids, or postponing Bid Date.

8.0 *SUBSTITUTION OF PRODUCTS*

- A. No substitutions of Products will be considered during the bidding period.

9.0 *PREPARATION OF BIDS*

- A. Bidder shall fill in applicable blanks in Document 00410A&B, Bid Form, Parts A & B, and Bid Supplements. In addition, Bidder shall bid all Alternates. Bidder shall properly sign Document 00410B, Bid Form.
- B. Bidder shall initial all pages, except signature page, of Document 00410B, Bid Form, Part B.
- C. Bidder is responsible for all costs incurred by the Bidder, associated with preparation of its Bid and compliance with Post-bid Procedures.
- D. Bidder may not adjust preprinted price on line items stating "Fixed Unit Price" in the description on the Bid Form.
- E. Bidder may increase, but not decrease, preprinted price on line items stating "Minimum Bid Price" in the description on the Bid Form by crossing out the minimum and inserting revised price on the line above. Bidder **may not** decrease the preprinted price on line items stating "Minimum Bid Price".

- F. Bidder may decrease, but not increase, preprinted price on line items stating "Maximum Bid Price" in the description on the Bid Form by crossing out the maximum and inserting revised price on the line above. Bidder **may not** increase the preprinted price on line items stating "Maximum Bid Price".
- G. Bidder shall insert a price no greater than the maximum preprinted range and no less than the preprinted range for line items stating "Fixed Range Unit Price" in the description on the Bid Form by crossing out prices noted and inserting revised price on the line above.
- H. Bidder may not adjust Cash Allowance amounts.

10.0 *BID SUBMISSION*

- A. City Secretary will receive Bids on Bid Date at location specified in Document 00210, Supplementary Instructions to Bidders.
- B. Bids submitted after Bid Date will be returned to Bidder unopened.
- C. Verbal, facsimile, or electronic Bids are invalid and will not be considered.
- D. Bidder shall submit in person or by mail one copy of the signed Document 00410, Bid Form, Parts A and B, along with required Security Deposit, and required Bid Supplements, in a sealed, opaque envelope. In addition, Bidder shall clearly identify Project, Bid Date and Bidder's name on outside of envelope. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed for postal delivery.

11.0 *BID SECURITY*

- A. Bidder shall submit a Security Deposit with its Bid.
- B. Certified Check or Cashier's Check
 - 1. Bidder shall make check payable to the City of Houston.
 - 2. A check is submitted on the condition that if Bidder is named Low Bidder and fails either to timely and properly submit documents required in Document 00495, Post-Bid Procedures, the City will cash the check in accordance with Paragraph 11.0.E.
- C. Bid Bond
 - 1. The bid bond must be a valid and

enforceable bond, signed by a surety that complies with other requirements set out by law.

2. The bid bond must name the City of Houston as obligee, and be signed by the Bidder as principal and signed and sealed by the surety.
3. The bid bond must be conditioned such that if Bidder is named Low Bidder and then fails to timely and properly submit documents required in Document 00495, Post-Bid Procedures, surety will be obligated to pay to the City an amount in accordance with Paragraph 11.0.E.

D. Security Deposits will be retained until after the Contract is awarded or all Bids are rejected.

E. Low Bidder forfeits Security Deposit if it fails to timely and properly submit documents required in Document 00495, Post-Bid Procedures. The City may claim an amount equal to the difference between the Total Bid Price of the defaulting Bidder and the Total Bid Price of the Bidder awarded the Contract. If Security Deposit is a check, the City will reimburse any remaining balance to the defaulting Bidder.

12.0 SUBCONTRACTORS AND SUPPLIERS

- A. The City may reject proposed Subcontractors or Suppliers.
- B. Refer to Document 00800,– Supplementary Conditions, for MWBE, PDBE, DBE and SBE goals.

13.0 MODIFICATION OR WITHDRAWAL OF BID

- A. A Bidder may modify or withdraw a Bid submitted before the Bid Date by written notice to the City Secretary. The notice may not reveal the amount of the original Bid and must be signed by the Bidder.
- B. Bidder may not modify or withdraw its Bid by verbal, facsimile, or electronic means.
- C. A withdrawn Bid may be resubmitted up to the time designated for receipt of Bids.

14.0 BID DISQUALIFICATION

- A. The City may disqualify a Bid if the Bidder:
 1. fails to provide required Security Deposit in the proper amount;
 2. improperly or illegibly completes

information required by the Bid Documents;

3. fails to sign Bid or improperly signs Bid;
 4. qualifies its Bid; or
 5. improperly submits its Bid.
- B. When requested, Low Bidder shall present satisfactory evidence that Bidder has regularly engaged in performing construction work as proposed, and has the capital, labor, equipment, and material to perform the Work.

15.0 PREBID MEETING

- A. A prebid meeting is scheduled to be held at the place, time, and date listed in Document 00210, Supplementary Instructions to Bidders.
- B. All Bidders, subcontractors, and suppliers are invited to attend.
- C. Representatives of City Engineer will attend.

16.0 OPENING OF BIDS

- A. Bids are opened by the City Secretary and publicly read in City Council Chambers on the Public Level in City Hall Annex at 11:00 a.m. on Bid Date.
- B. Place and date of Bid opening may be changed in accordance with Sections 15-45(c) of the City Code.

17.0 EVALUATION AND CONSIDERATION OF BIDS

- A. Project Manager will tabulate, record and evaluate Bids.
- B. The City may reject all Bids or may reject any defective Bid.

18.0 ACCEPTANCE OF THE BID

- A. The City will send to Low Bidder Document 00498, Notice of Intent to Award. Acceptance by the City is conditioned upon Bidder's timely and proper submittal of documents required in Document 00495, Post-Bid Procedures.
- B. The Bid remains open to acceptance and is irrevocable for the period of time stated in Document 00410A, Bid Form, Part A.

END OF DOCUMENT