

**SECTION 00100**

**INVITATION TO BID & INSTRUCTIONS TO BIDDERS**

**1. SCOPE OF PROJECT:**

The Specifications and the accompanying drawings are intended to provide for all materials and labor necessary to complete the re-cover roof project at Rock Creek Jr/Sr High School, Flush, Kansas.

1.1 The Mechanical Contractor will be considered the General Contractor for this project.

1.2 The bid shall include all labor and materials necessary for a complete and operational system. Including work necessary to restore the site, removing debris, after the project is complete.

**2. CONTRACT DOCUMENTS:**

2.1 The General Contractor may obtain electronic plans and specifications from the office of the Architects, **HANNEY & ASSOCIATES ARCHITECTS**, 1726 South Hillside, Wichita, Kansas 67211, (316) 683-8965 Phone.

2.3 Contract Documents are on file and may be viewed at the office of the Architect, and;

2.3.1 Kansas Construction News, 230 Laura, Wichita, Kansas

2.3.2 Dodge Data & Analytics, 5700 Broadmoor #918, Mission, Kansas 66202

**3. PROPOSAL PROCEDURE:**

**3.1 BID DATE:**

3.1.1 Sealed proposal for this project will be received by the Owner, Rock Creek Unified School District 323, 201 S 3rd St, Westmoreland, Kansas 66549 on **Monday, February 10, 2020, up to and until 2:00 p.m.**

3.1.2 At which time proposals received will be opened **publicly**. Any proposals received after closing time will be returned unopened.

3.2 Should a proposer find discrepancies in, or omissions from the drawings or documents, or should he be in doubt as to their meaning, he shall at once notify the Architect, who will send written instructions to all proposers. Neither Owner nor Architect will be responsible for any oral instructions.

3.3 Proposals shall be made upon the PROPOSAL FORM or exact copy thereof bound into the specifications.

3.4 Fill in all blanks on the PROPOSAL FORM clearly with ink. Erasures or other changes in a proposal must be explained or noted over the signature of the proposer. Signatures shall be in longhand by a principal duly authorized to sign contracts, and if proposal is by a corporation, the signature shall be accompanied by the corporate seal impression. Proposals shall contain neither alterations nor recapitulation of work to be done.

3.5 Should the Contractor fail to complete all of the work required by the Contract Documents on or before the date bid by this contractor for substantial completion, the Contractor shall pay as liquidated damages, the sum of **\$200.00** for each consecutive calendar day thereafter, Sundays and holidays excluded.

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- 3.6 Each proposer is required to bid all alternates included in the Proposal Form except that should he desire not to bid an alternate he may insert the words “no bid” in the space provided for prices for such alternate. In such case, if it is determined to use such alternate, the fact that the cost of the type or method bid in the proposal may be lower than that chosen shall not constitute the basis of a claim by the proposer that the contract shall be awarded to him. If an alternate price called for involves no change in price, proposer shall so indicate by writing the words “no change” in the space provided.
- 3.7 No oral or telephonic proposals or modifications will be considered. No telegraphic proposals will be considered, but modification by telegraph of proposals already submitted will be considered if received prior to time set for proposal opening.
- 3.8 Before submitting his proposal, each proposer shall carefully examine all documents pertaining to the work, visit the site of work, and fully inform themselves as to all existing conditions under which the work will be performed. Submission of a proposal will be considered presumptive evidence that the proposer is fully aware of the Contract Documents, pertinent state and markets, and has made allowances in his proposal for all work and all contingencies.
- 3.9 Any addenda issued during the time of preparation of proposals are to be acknowledged in the Proposal Form and in closing a contract, they will become a part thereof.
- 3.10 Enclose the proposal along with the required Proposal Security, in an opaque envelope:  
Proposal For: (State category of the work)  
Roofing  
**Rock Creek Unified School District 323**  
**9355 Flush Road**  
**St. George, Kansas 66535**  
Name of Bidder.

**4. PROPOSAL SECURITY:**

- 4.1 Proposal Security, consisting of a bid bond, certified check or cashier’s check on a solvent bank, must be enclosed with each proposal for at least five percent (5%) of the Base Proposal.
- 4.2 Proposal Security shall be made payable, without condition to **Rock Creek Unified School District 323** as a guarantee that the bidder, if awarded the contract, will promptly execute the formal contract in accordance with the proposal and as required by the other Contract Documents, and that he will furnish good and sufficient bonds for the faithful performance in each category of work will be retained until the contract is awarded or other disposition is made thereof. Deposit checks shall be refunded if bidding documents are returned to the Architect in satisfactory condition within sixty (60) days after awarding the contract. If bidding documents are not returned, applicable deposit checks shall be returned to the Owner and deposited into the/his account. The successful contractor’s deposit shall be returned after the award of the contract.

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- 4.3 Performance Bond and Statutory Bond will be required in an amount of 100% of the contract amount. Such bonds shall be in such form as indicated in the Revisions in the General Conditions and registered at the **Pottawatomie County District Court**.
5. **PROPOSAL WITHDRAWAL:**  
A Proposal may be withdrawn on written or telegraphic request received from proposer prior to time for proposal opening. No proposal may be altered or withdrawn for a period of at least thirty (30) days after opening of proposals.
6. **SUBSTITUTIONS:**
- 6.1.1 The materials, products and equipment described in the bidding documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.
- 6.1.2 No substitution will be considered unless written request for approval has been submitted by the bidder and has been received by the architect at least ten (10) days prior to the date for receipt of bids. Each such request shall include the name of the material or equipment for which it is to be substituted and a completed description of the proposed substitute including drawings, cuts, performance and test data and any other information necessary for an evaluation. A statement setting forth any changed in other materials, equipment or work which incorporation of the substitute would require shall be included. The burden of proof of the merit of the proposed substitute is upon the proposer. The Architect's decision of approval disapproval of a proposed substitute shall be final.
- 6.1.3 If the Architect approves any proposed substitute, such approval will be set forth in an addendum. Bidders shall not rely upon approvals made in any other manner.
7. **AWARD OF CONTRACT:**  
Contract will be awarded to the responsible proposer submitting the lowest responsible proposal (i.e. combination of Base Proposal and accepted alternates, with due consideration to unit prices), provided:
- 7.1.1 Evidence of the experience, qualifications and financial responsibility of the bidder and his subcontractors, and the time of completion are all-acceptable to the Owner.
- 7.1.2 Manufacturer's Guarantee, Service Warranty and financial responsibility of manufacturer.
- 7.1.3 The total of acceptable proposals is within the financial budget for the project.
- 7.1.4 The Owner reserves the right to reject any or all proposals, to accept or reject alternate proposals and unit prices, and to waive all technicalities concerning the proposals received when it may be in his best interest to do so.

**End of Section 00100**