

- 10.2 If apparent Successful Bidder declines to make any such substitution, OWNER may award the contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers and other persons and organizations. The declining to make requested substitutions will not constitute grounds for sacrificing the Bid security of any Bidder. Any Subcontractor, Supplier, other person or organization listed and to whom OWNER or ENGINEER does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER and ENGINEER subject to revocation of such acceptance after the Effective Date of the Agreement as provided in the General Conditions.
- 10.3 No CONTRACTOR shall be required to employ any Subcontractor, Supplier, other person or organization against whom CONTRACTOR has reasonable objection.
11. Bid Form
- 11.1 The Bid Form is included with the Bidding documents; additional copies may be obtained from ENGINEER (or issuing office).
- 11.2 All Blanks on the Bid Form must be completed by printing in black ink or by typewriter.
- 11.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
- 11.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- 11.5 All names must be typed or printed in black ink below the signature.
- 11.6 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).
- 11.7 The address and telephone number for communications regarding the Bid must be shown.
- 11.8 Evidence of authority to conduct business as an out-of-state corporation in the state where the Work is to be performed shall be provided in accordance with Paragraph 3 above. State contractor license number must be shown where indicated on the bid form. Failure to include this license number will term the bid as non-responsive.
- 11.9 The Bid price shall include such amounts as the Bidder deems proper for overhead and profit.

- 11.10 The enclosed Bid Form shows a list of items to be bid. The price for each item is to be itemized and written on the bid sheet and totaled.
- 11.11 If this project requires a "two envelope system", the completed Bid Form shall be included in the second envelope marked "Bid Proposal" of the two envelope system.
12. Submission of Bid
- 12.1 Bids shall be submitted at the time and place indicated in the Advertisement or Invitation to Bid and shall comply with the Bid Opening Guidelines and Checklist included with the Bidding Requirements/Form of Proposal.
- 12.2 Each prospective Bidder is furnished one copy of the Bid Documents with one separate unbound copy each of the Bid Form and the Bid Bond. The Bidding Documents may be retained by Bidder. The unbound copy of the Bid Form is to be completed and submitted with the Bid Security.
13. Legal Status of Bidder
- 13.1 The legal status of the bidder, that is, as a corporation, a partnership, or an individual, must be stated in the proposal. A corporation bidder must name the state in which its articles of incorporation are held, and must give the title of the official having authority under the by-laws to sign contracts. A partnership bidder must give the full names and addresses of all partners.
14. Power of Attorney
- 14.1 The Attorney-in-fact who signs the bid bonds or contract bonds must file with each bond a certified effectively dated copy of their power of attorney.
15. Modification and Withdrawal of Bids
- 15.1 Bids may be modified or withdrawn by an appropriate document duly executed (in a manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids. No bid may be modified after the bid opening.
- 15.2 If, within 24 hours after Bids are opened, any Bidder files a duly signed, written notice with OWNER and promptly thereafter demonstrates to the reasonable satisfaction of OWNER that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid and the Bid security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work to be provided under the Contract Documents.

BID OPENING GUIDELINES AND CHECKLIST

The bid opening procedure shall be a two envelope system. The system shall consist of two separate and distinct envelopes each with proper identification. The first envelope shall be identified as "Bid Opening Requirements" and the second as "Bid Form". Both shall be submitted in a single, large envelope, labeled with Bidder's name, address, and name of project with contract numbers. The first envelope shall contain all items complete as shown in the checklist below. The second envelope ("Bid Form") shall consist solely of bid forms. In the event that all of the items are not complete from the first envelope, then the second envelope shall be returned to the Bidder, unopened. At that time, the ENGINEER will declare the bidder non-responsive. Then, the lowest responsive, responsible bidder shall be the bidder who has completed all of the requirements for the first envelope and has the lowest total on his bid forms.

Contractors submitting bids on both Contract 1 and Contract 2 must provide separate submittals.

BID OPENING REQUIREMENTS CHECKLIST

Item (Check if completed)

TO BE SUBMITTED IN ENVELOPE #1

- 1. Bid Bond (Must be Signed by a West Virginia Agent) _____
- 2. Certification of Nonsegregated Facilities _____
- 3. Certification of Receipt of All Addenda _____
- 4. Certification of West Virginia Contractor's License _____
- 5. Drug Free Workplace Conformance Affidavit _____

TO BE SUBMITTED IN ENVELOPE #2

- 1. Bid Form _____

FORM OF PROPOSAL
TO BE SUBMITTED IN ENVELOPE NO. 2

DATE: _____

TO THE OWNER: Harpers Ferry – Bolivar PSD
192 Lake Quigley Drive
PO Box 235
Harpers Ferry, WV 25425

PROJECT: Waste Water Treatment Plant Improvements, Phase 2, Contract 1
Harpers Ferry – Bolivar Public Service District
Harpers Ferry, WV

The undersigned, hereinafter called the Bidder, being familiar with and understanding the Bid Documents and also having examined the site and being familiar with all local conditions affecting the project, hereby proposes to furnish all labor, material, equipment, supplies and transportation, and to perform all work to complete the Project in accordance with the Contract Documents within 360 calendar days (substantially complete within 330 calendar days) at and for the following price.

Base Bid Lump Sum:

(\$ _____)
(Show amount in both words and numbers)

In the event of a difference between the written amounts and the numbered amounts of the Bid(s), the written amounts shall prevail.

The Bidder understands that to the extent allowed by West Virginia Code, the Owner reserves the right to waive any or all Bids in whole or in part; to reject a Bid not accompanied by the required bid security or by other data required by the Bidder that is in any way inconsistent with the requirements, terms and conditions of the Bidding Documents; or to reject a Bid that is in any way incomplete or irregular. The Bidder also understands that the Owner reserves the right to award the project as part of a combination bid if he decides that it is in his best interests.

The Bidder, if successful and awarded a Contract, agrees that, upon receipt of the Owner's written Notice to Proceed, all Work is to be begun and completed in accordance with the scope of work specified in the Contract Documents.

The Owner will suffer financial loss if the Work is not complete in accordance with the schedule. For each calendar day of delay, in achieving Substantial Completion, the Contractor shall be liable and shall pay an amount in accordance with the provisions of the Contract, not as penalty but as liquidated damages. For each calendar day of delay in achieving Substantial completion, the Contractor(s) shall be liable for the full \$1,000.00 per day amount of liquidated damages. For each calendar day of delay in achieving Final Completion, the Contractor shall be liable and pay half the amount of liquidated damages stated above. In both cases the damages to pay shall include any and all additional fees and expenses of the Engineer and Engineer's Consultants that may accrue. Allowances may be made for delays due to shortages of materials and/or energy resources, subject to proof documentation, and also for delays due to strikes or other delays beyond the control of the Contractor. All delays and any claim for extension of Contract Time must be properly documented by the Contractor in accordance with the Contract Documents.

Any work performed or any materials contracted for prior to receipt of the Owner's written Notice to Proceed and/or Purchase Order shall be at the Bidder's risk.

Upon receipt of the Owner's written notice of acceptance of this bid, the Bidder agrees that he shall execute and deliver the Contract along with the Bonds and Insurance Certificates as set forth in the Bidding Documents to the Owner within ten (10) consecutive calendar days, or the Bidder shall forfeit the Bid Security deposited with the bid.

The Bidder agrees that this bid may not be withdrawn for a period of ninety (90) consecutive calendar days following the date for receipt of bids without forfeiture of the Bid security deposited with this Bid.

The Bidder shall ascertain prior to submitting a bid that all Addenda issued have been received, and shall acknowledge their receipt in the space(s) provided below in Envelope 1. Failure to acknowledge receipt of each Addendum may result in the rejection of the Bid.

PROPOSALS MUST BE SUBMITTED IN SEALED ENVELOPES CLEARLY MARKED AS "BID FOR PROPOSED WASTE WATER TREATMENT PLANT IMPROVEMENTS, PHASE 2 - CONTRACT 1".

THE BIDDER ACKNOWLEDGES THE FOLLOWING ADDENDA:

No. _____ Date _____ ; No. _____ Date _____ ; No. _____ Date _____ ;

RESPECTFULLY SUBMITTED:

DATE: _____

WV CONTRACTOR NO: _____

BY: _____
(SIGNATURE IN INK)

TITLE: _____

FIRM'S NAME: _____

CORPORATE SEAL
IF APPLICABLE

ADDRESS: _____

END OF FORM OF PROPOSAL

BID BOND

TO BE SUBMITTED IN ENVELOPE #1

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____
_____ as Principal, and
_____ as Surety, are hereby
held and firmly bound unto _____ as OWNER
in the penal sum of _____
for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves,
successors and assigns.

Signed, this _____ day of _____, 2016.

The Condition of the above obligation is such that whereas the Principal has submitted to
_____ a certain BID,
attached hereto and hereby made a part hereof to enter into a contract in writing for the

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does not hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____, (L.S.)
Principal

Surety

By: _____

IMPORTANT – Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

CERTIFICATION OF BIDDER

REGARDING SECTION 3

AND

SEGREGATED FACILITIES

Name of Prime Contractor

Project Name and Number

The undersigned hereby certifies that:

- (a) If contract or subcontract is in excess of \$100,000 the Section 3 provisions will be included in the Contract.
- (b) No segregated facilities will be maintained.

Name and Title of Signer (Print or Type)

Signature

Date

**CERTIFICATION OF RECEIPT OF ALL ADDENDA TO CONTRACT DRAWINGS AND
SPECIFICATIONS**

TO BE SUBMITTED IN ENVELOPE #1

CERTIFICATION

In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that Bidder has examined copies of all the Contract Documents and the following addenda:

Addendum Number

Date

Signature

Date

Name

Title



State of West Virginia
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT
West Virginia Code §21-1D-5

STATE OF WEST VIRGINIA,

COUNTY OF _____, TO-WIT:

I, _____, after being first duly sworn, depose and state as follows:

1. I am an employee of _____; and,
(Company Name)

2. I do hereby attest that _____
(Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code §21-1D-5**.

The above statements are sworn to under the penalty of perjury.

(Company Name)

By: _____

Title: _____

Date: _____

Taken, subscribed and sworn to before me this _____ day of _____.

By Commission expires _____

(Seal)

(Notary Public)

THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.

**PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE
ACT: (effective August 25, 2009)**

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code*. The vendor **must** make said affirmation with its bid submission.

Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code* and who has not submitted that plan to the appropriate contracting authority in timely fashion.

For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the *West Virginia Code* may take place before their work on the public improvement is begun.