

SPECIFICATIONS
FOR
ST CLOUD TECHNICAL AND COMMUNITY COLLEGE
2011/12 HOUSE PROJECT BUILDING MATERIALS
WESTWOOD PARKWAY, LOT 1, BLOCK 9
830 Savanna Avenue

OWNER: **St. Cloud Technical and Community College**
 1540 Northway Drive
 St. Cloud, MN 56303

BID OPENING DATE: **TUESDAY, SEPTEMBER 13, 2011 2:00 P.M. C.D.T.**

**ST. CLOUD TECHNICAL AND COMMUNITY COLLEGE
ST. CLOUD, MINNESOTA**

**REQUEST FOR BIDS
for
2011/12 HOUSE PROJECT BUILDING MATERIALS
WESTWOOD PARKWAY, LOT 1, BLOCK 9
830 Savanna Avenue**

Notice is hereby given that sealed bids will be received by the St. Cloud Technical and Community College, 1540 Northway Drive, St. Cloud, Minnesota, until 2:00 P.M. Central Daylight Time, Tuesday, September 13, 2011 for the purchase of 2011/12 HOUSE PROJECT BUILDING MATERIALS at Westwood Parkway, Lot 1, Block 9 according to specifications on file in the Business Office, Room 1-401, St. Cloud Technical and Community College, 1540 Northway Drive, St. Cloud, Minnesota, at which time the bids will be opened and tabulated for review by staff members who will make recommendations for purchase. Copies of the tabulation will be available to interested parties or the bids otherwise made public and action to purchase will be taken.

Specifications and bid forms may be obtained from the St. Cloud Technical and Community College Business Office, 1540 Northway Drive, St. Cloud, MN (320-308-5973).

Bids are to be submitted in an opaque, sealed envelope addressed to the Business Office, St. Cloud Technical and Community College, 1540 Northway Drive, St. Cloud, MN 56303, and clearly marked on the outside that it is a bid proposal for 2011/12 HOUSE PROJECT BUILDING MATERIALS for the Westwood Parkway, Lot 1, Block 9. Each bidder must furnish with each proposal a certified check or bid bond in the amount of 5% of the bid made payable to St. Cloud Technical and Community College, St. Cloud, Minnesota, to be forfeited as damages in case the proposal is accepted and the bidder fails to enter into a contract with the Owner or fails to deliver services as specified according to the provision of these bid specifications. The College reserves the right to reject any or all bids and to waive any informalities in bids.

Dated at St. Cloud, Minnesota, this 29th day of August 2011.

**ST. CLOUD TECHNICAL AND COMMUNITY COLLEGE
1540 NORTHWAY DRIVE
ST. CLOUD, MN 56303**

Susan Meyer

Purchasing Agent

GENERAL CONDITIONS

1. GENERAL PROVISIONS OF BID PROPOSAL

- A. Invitation to Bid: Sealed bids will be received by the Business Office, St. Cloud Technical and Community College, 1540 Northway Drive, St. Cloud, Minnesota, until 2:00 p.m. C.D.T., Tuesday, September 13, 2011.
- B. Specifications and bid forms are combined and bid proposals MUST be other forms provided. Failure to comply with this provision may cause rejection of a bid.
- C. The owner reserves the right to reject any or all bids and to waive any informalities of a bid.
- D. It shall be the responsibility of the bidders to acquaint themselves with all factors relative to this bid and all conditions that might affect the goods and/or services to be supplied under the bid call.
- E. Bid awards for those goods and/or services will be made by the St. Cloud Technical and Community College. The bid award will be based upon, but not limited to, pricing; ability of bidder to fulfill contract and specification requirements; and prior experience and performance of the bidder.

2. BID SECURITY

Bidders shall accompany each bid with a certified check, bid bond, or cashier's check, made payable to St. Cloud Technical and Community College, in the amount of 5% of total amount bid.

All bid securities will be held for sixty (60) days or until such time as the official award is made. All bid securities will then be released to all unsuccessful bidders, and the bid security of the successful bidder (s) will be held until the contract has been satisfactorily completed.

3. TAXES

The contractor shall pay all taxes imposed on any and all goods and/or services used so that there will be no liability on the part of the Owner for any type of tax assessed thereon.

4. CORRESPONDENCE

All correspondence regarding these specifications or other matters relating to this bid call should be directed to: St. Cloud Technical and Community College, Business Office, 1540 Northway Drive, St. Cloud, MN 56303 (Telephone 320-308-5973).

5. ESCALATOR CLAUSE

Only firm bids will be accepted.

6. SIGNING OF BIDS

Bids which are not signed by individuals making them should have attached thereto a power-of-attorney evidencing authority to sign the bid in the name of the person for whom it is signed.

Bids which are signed for a co-partnership should be signed by all of the co-partners or by an attorney-in-fact. If signed by an attorney-in-fact, there should be attached to the bid a power-of-attorney evidencing authority to sign the bid.

Bids which are signed for a corporation should have the correct corporate name thereof signed in handwriting or in typewriting and the signature of the president or other authorized officer of the corporation should be manually written below or typewritten, corporate name following the word "by_____". If such a bid is manually signed by an official other than the president of the corporation, a certified copy of a resolution of the Board of Directors evidencing the authority of such official to sign the bid should be attached to it.

7. EXECUTION OF CONTRACTS

A contract must be executed for the goods and/or services, and all provisions and conditions of these specifications will be considered as an official part of this contract.

8. COLLUSION OF BIDDERS

Collusion between bidders is cause for rejection of all bids of bidders involved.

9. NEW MATERIALS REQUIRED

Only new, unused and first quality materials or equipment shall be supplied under this bid invitation.

10. PATENTS

Equipment contractor shall hold and save the Owner and its officers, agents, servants, and employees, harmless from liability of any nature or kind, including cost and expense for, or on account of, any patented or unpatented invention, process, article or appliance manufactured or used in the performance of this contract, including its use by the Owner, unless specifically stipulated in the contract documents.

11. COMPLIANCE WITH THE LAWS

All products and service must comply in quality, type of material, methods of manufacture, and handling procedures, and all existing safety standards with all applicable local or state laws or codes pertaining thereto.

12. SAFETY

Bidders must comply with all existing and applicable Local, State, and/or Federal safety and health regulations in the performance of the conditions of this contract.

13. “APPROVED ALTERNATE” CLAUSE

Certain goods and/or services may be described in these specifications by using manufacturer names and catalog/model numbers. This description is intended to identify the goods and/or services and establish a means of comparison relating to quality and price, and is not intended to restrict consideration of other types and/or kinds of goods and services that meet these specifications.

14. SAMPLES

Bidders should make provision(s) to supply appropriate samples upon request. Failure to comply with this request may be cause to recommend rejection of a bid.

15. TRANSPORTATION

The vendor is to assume all responsibility of transport of materials, including shipping schedules, freight charges, shortages, backorders, errors in quantities and/or qualities, damages in transit and any negotiations with freight carriers resulting from these discrepancies. The Owner will accept no responsibility for any items ordered, until such as the material(s) specified are delivered, checked, and completely acceptable for use.

16. MODIFICATION TO BID SPECIFICATIONS

In the event that a bidder wishes to modify, qualify or in any way change the provisions or conditions of these bid specifications, these proposed modifications must be in writing, and submitted as a part of this bid. The Owner reserves the right to reject or accept these modifications as submitted.

17. “LUMP SUM” BIDDING

The Owner reserves the right to consider “accumulated pricing” by bidders by grouping items or sections for pricing advantages, or to take advantage of a manufacturer’s style and consistency. Any special pricing, lump sum bidding or accumulating of items for pricing must be clearly indicated within the respectable section when possible and dated and signed as an official part of this bid. The Owner reserves the right to accept the bid as a lump sum for the total project.

18. ALTERATIONS AND ERASURES

All bids must be typewritten or in ink.

As stated in the Minnesota Statute 123.37, a bid containing an alteration or erasure of any price contained in the bid which is used in deterring the lowest responsible bid shall be rejected unless the alteration or erasure is corrected as herein provided: An alteration or erasure may be crossed out and correction thereof printed in ink or typewritten adjacent thereto and initialed in ink by the person signing the bid.

DETAILED CONDITIONS AND BID PROPSAL

All items to be priced delivered to St Cloud Technical and Community College House Project Site:

Westwood Parkway, Lot 1, Block 9, 830 Savanna Ave., St. Cloud, MN, 56303, according to the Plat and survey thereof on file and of record in the office of the County Recorder, in and for Stearns County, Minnesota.

When manufacturer names and models are used to reference the quality desired, bids on alternates must include complete specifications on the model bid.

Quantities listed are approximate. St Cloud Technical and Community College reserves the right to make reasonable adjustments in quantities based upon actual need.

SEE ATTACHED FOR ITEM SPECIFICATIONS
2011/12 HOUSE PROJECT
WESTWOOD PARKWAY, LOT 1, BLOCK 9

BID PROPOSAL

We hereby agree to provide BUILDING MATERIALS - ST. CLOUD TECHNICAL AND COMMUNITY COLLEGE 2011/12 HOUSE PROJECT for Westwood Parkway, Lot 1, Block 9 in accordance with the provisions and conditions of these specifications.

We hereby agree to furnish materials as per the specifications dated September 13, 2011:

TOTAL BID

2011/12 HOUSE PROJECT Westwood Parkway: \$_____

FIRM NAME _____

FIRM ADDRESS _____

PHONE NO. _____

SIGNATURE _____

TITLE

BIDDER'S ASSURANCE OF COMPLIANCE

**St. Cloud Technical and Community College
1540 Northway Drive
St. Cloud, MN 56303**

Gentlemen/Ladies:

The Undersigned, being familiar with the provisions and conditions of these specifications for the purchase of BUILDING MATERIALS - ST. CLOUD TECHNICAL AND COMMUNITY COLLEGE 2011/12 HOUSE PROJECT Westwood Parkway, Lot 1, Block 9, hereby proposes to furnish and deliver as specified and directed to St. Cloud Technical and Community College, St. Cloud, Minnesota.

The bidder has carefully checked all items as to description listed on the specification form, has properly identified or described proposed substitutions of the bid proposal, including all special provisions, and any deviation or exceptions have been clearly cited herein. It is understood that these deviations and exceptions will be considered a conclusive and official part of this bid proposal. Accompanying this proposal is the Bid Security called for in the Call for Bids, the same being subject to forfeiture in the event of default by the undersigned.

In submitting this bid, it is understood that the right is reserved by the Owner to reject any or all bids, and it is agreed that this bid may not be withdrawn during a period of sixty (60) days from the time of the opening of the bid.

FIRM NAME

FIRM ADDRESS

PHONE NO.

SIGNATURE

TITLE

DATE
