

# PROPOSAL REQUEST FOR SEPARATE PRIME CONTRACTS FOR SITE WORK, BUILDING CONSTRUCTION, PLUMBING AND ELECTRICAL INSTRUCTION TO BIDDERS FOR SHEETZ PROJECT

#### 1. REQUEST FOR PROPOSAL

You are requested to submit a proposal based on these Bid Documents & Drawings. Your Proposal will not be considered if it does not include all properly completed technical and commercial information requested in these Bid Documents. Alteration of the base proposal without sufficient exceptions being provided may result in disqualification of the Proposal.

# 2. General Contractors Conditions-

This project will be bid with each separate prime contractor being responsible for overseeing and scheduling of all inspections, safety meetings, including soil & material testing. Also coordinate with the Petroleum Contractor on the installation of tanks & equipment. Also work with and coordinate with the Sheetz installation crew on the HVAC & Refrigeration.

Work with and coordinate the delivery of Sheetz supplied material with the Sheetz Project Manager.

There will be limited Sheetz Supervision on this site.

#### 3. PROPOSAL SUBMITTAL

Bidder shall submit Separate Prime Proposals for the Site Work, Building Construction, Plumbing and Electrical Package on the Bid Breakdown forms provided with the Request for Proposal. Submittal of Proposal on forms other than those provided, without prior approval from the Buyer (Sheetz), may result in bid disqualification. Proposal shall be submitted, either prior to or by the due date to:

SHEETZ INCORPORATED Attn: Ken Gardner 351 Sheetz Way Claysburg, PA 16625 FAX: (814) 239-8620

E mail: kgardner@sheetz.com

#### 4. DUE DATE

A complete Proposal must be submitted on or before **Noon 8/12/16** Any Proposal received after the due date and/or time will be rejected and returned.

## 5. COMPETITIVE BIDS AND RIGHT TO REJECT

The Buyer (Sheetz) will accept the most qualified Proposal based on price, quality, and the ability to execute the contract work by the schedule requirements. The Buyer does not obligate itself to accept the lowest or any other proposal and reserves the right to reject any and all proposals and discontinue the bidding process at any time.

#### 6. BID DOCUMENTS

Bidder shall notify the Buyer immediately of any omissions or conflicts in the Bid Documents that could affect the commercial aspects of the Proposal.

Technical exceptions shall be grounds for rejection of the Proposal if such exceptions are a deviation or a deletion from the requirements of the Project Drawings and Specifications.

If the Bidder with due consideration of the risk of rejection of the Proposal believes that technical exceptions must be taken, all such exceptions must be specifically and clearly defined and listed on a separate sheet titled "Technical Exceptions."

This sheet must be included as part of the Proposal

#### 7. MATTERS PERTAINING TO SUBMISSION OF PROPOSAL

All matters pertaining to the submission of Bidder's Proposal including apparent omissions or conflicting bid documents, and or requests for commercial or pricing clarifications shall be referred to:

Ken Gardner Sheetz Store Development Project Manager

Phone: (814) 239-1403

All questions pertaining to technical or construction details shall be written and faxed or e-mailed to:

Ken Gardner

kgardner@sheetz.com Phone: (814) 239-1403 Fax: (814) 239-8620

A copy of all questions asked by any bidder, with answers, will be forwarded to each bidder for reference and become part of the bid documents.

#### 8. PRICING

Prices shall be firm for the duration of the Purchase Order and shall include any applicable sales tax and shall be subject to acceptance by the Buyer at any time within 60 days from the date of receipt of Bidder's Proposal.

The Seller (Bidder) is responsible for determining and fulfilling any sales tax obligations.

#### 9. EXTRA WORK

Bidder shall state in its Proposal what levels of supervision and staff personnel shall be charged to extra work items performed on a time and material basis.

Bidders are required to attach a schedule of equipment rental rates as applicable on an Extra Work Pricing Sheet.

This schedule shall show make, model, size and pertinent data so as to identify equipment on applicable rental indices.

If necessary for Bidder to rent or lease non-owned equipment to perform requested extra work; the Buyer must approve the equipment rental and rental rate prior to such rental. Rental rates shall include all overhead and profit.

A copy of Sheetz Contract Agreement has been included with the bid documents.

It is requested that the Bidder review and account for the terms in their proposal.

The successful Bidder (Contractor) will be expected to execute and abide by the terms of this agreement.

Please advise potential subcontract bidders of any of the terms that may apply to their work.

#### 10. PRE BID MEETING

The Buyer will not schedule a pre-bid meeting at the project site. It is the bidders responsibility to visit the project site and become familiar with the existing conditions prior to submission of a proposal.

#### 11. BID CLARIFICATION MEETING

Prior to selection of a Successful Bidder, a bid clarification meeting may be held, either in person or via telephone, to discuss and clarify the Bid Documents and review the Bidder's Proposal, including a review of the Bidder's project schedule, plans for equipment and manpower utilization and a review of proposed subcontractors.

While the selection and use of subcontractors remain the responsibility of the Bidder, the Buyer reserves the right to reject a subcontractor without explanation.

## 12. COOPERATION WITH OTHERS

The Buyer reserves the right to perform work using other Contractors, which may interfere with the Contractor's (Successful Bidder's) work during the same time period.

The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and execution of their work.

The Contractor shall properly coordinate his work with others so no interference or delay in any manner with the work of the Buyer or of other Contractors or with the project schedule.

The Contractor recognizes and acknowledges that its price and schedule includes provisions for working in close proximity and, at times, in combined operations with other Contractors. In the event of differences of opinion or disputes between Contractors, which they cannot readily resolve, such matters shall be referred to the Buyer's Representative for mediation.

#### 13. SAFETY

A copy of the Sheetz Inc. Contractor Safety Guidelines has been included as part of the bid documents.

All bidders must acknowledge that they have read, understand and will abide by the requirements within if their proposal results in the award of a purchase order and/or subcontract.

Bidders are requested to submit an executed copy of the Acknowledgement included in Section XII of the Safety Guidelines.

Failure to submit will result in rejection of bidder's proposal.

#### 14. SCHEDULE

The anticipated start date on site is **08-15-2016**. Start Footings **08-29-2016**. Complete and turn over to Sheetz no later than **01-05-2017**.

The Contractor shall submit, within two (2) weeks of contract award, a bar chart (Gant Chart) project schedule showing all major construction activities with anticipated start and completion dates.

The Successful Bidder must submit to Sheetz, a list of all subcontractor contact information and listing all the work they will be performing within two weeks after Sheetz contract award.

# 15. LICENSES, TAXES & BONDS

The Contractor and his/her subcontractors are responsible to obtain all licenses and payment of license fees as required by all federal, state and local laws to perform the discipline scopes of work required by this project and shall pay all federal, state and local taxes required by law.

#### 16. ADDITIONAL CLARIFICATIONS AND CONTRACTOR REQUIREMENTS

Sheetz will supply the dumpster for trash removal. Sheetz will provide the temporary toilets for use by all Contractors.

Once building construction starts, Sheetz will supply a rough terrain fork truck for use by all Contractors employed by Sheetz.

It is the Contractor's responsibility to ensure all operators of the fork truck are properly certified.

Please take note that the all-terrain fork lift will not have a bucket and Sheetz will not allow the fork lift to be equipped with a bucket. The fork lift (That Sheetz provides) will only be used to load & unload equipment, & material, and to move material around site.

#### 17. Winter Heat and Conditions

Winter Heat and Protection for concrete and masonry should not be included in the proposal. If winter heat and protection are deemed necessary by Sheetz it will be paid for on a time and material basis. However depending on the time of year this work is to be performed additives should be included in the proposal. (Example – Most concrete companies charge for hot water after October 1<sup>st</sup>, if you know concrete will be poured after October 1<sup>st</sup> it should be included in your proposal).

-end of document-