



## **REQUEST FOR BID INSTRUCTIONS AND NOTICE OF POLICIES AND PRACTICES**

Thank you for considering the Precipice Properties Group’s (“PPG”) request for your bid (“Bid” or “Quote”) on the project identified below:

\_\_\_\_\_ (“Project”)

located at \_\_\_\_\_ in

\_\_\_\_\_ County in the State of \_\_\_\_\_.

We provide these Bid instructions (“Instructions”) to help you and us be more efficient and avoid miscommunication. Please read these Instructions carefully. We refer to you in these Instructions as “You” or the “Subcontractor”, which also applies to materials suppliers, service providers, rental companies, and any other provider of goods or services to PPG.

### **SUMMARY OF INSTRUCTIONS AND POLICIES**

To assist you in using and understanding the Instructions, we offer this summary, which is only an abbreviated statement of the Instructions. The Instruction Sections always control over the content of this summary. The capitalized terms in this summary are defined in the Instruction Sections

- If You do not sign these Bid Instructions, Your performance of any Work on the Project will be Your agreement to these Bid Instructions. Do NOT perform any Work on the Project if you do not accept these Bid Instructions as part of the legal relationship between You and PPG.
- Your Bid and required documents must be sent by email (email addresses in the footer of this document). Bid content must not be included in the body of an email or in a Microsoft Word, Microsoft Excel, Google Docs, Google Sheets, or other electronic file that could contain executable code, viruses, or other malware.
- Your Bid must price separately each of the line items we list in our request for bid (“RFB” or “RFQ”).
- If our RFB instructs You to price separately milestones for your work, we will issue a separate Purchase Order (“PO”) for each milestone. If You desire milestone payments (e.g., separate payment for rough-in and finish, or a deposit for materials), You must separately price each milestone.
- PPG will pay only once for each PO when the work or materials delivery (“Work”) described in the PO is verified as complete by PPG. You are required to obtain from PPG’s project manager a signed copy of our PO that verifies that Your Work is complete.



- If you accept a Purchase Order we issue to You, You will agree that Your Bid addresses completely all the requirements of our Project Documents.
- You must send your current W-9 and Acord Form 25 Certificate of Insurance with Your Bid. The COI must identify as Certificate Holders (a.k.a. additional insureds) every person or entity specified in the RFB, including, but not limited to, PPG. Please verify that none of the line items on the COI have a date earlier than the date of Your Bid.
- Your Bid must include all fees, taxes, charges, surcharges, assessments, or other costs you expect to collect. If you are unable to give the precise amount, You should make a good faith, maximum estimate. PPG does not pay fuel or other surcharges unilaterally imposed by You.
- PPG payment terms are Net 30 days. If you are not willing to accept our payment terms, please state in your Bid the payment terms you will accept. Unless our PO states otherwise, our payment terms (not yours) will apply.

## INSTRUCTION SECTIONS

1. **Compliance with Project Documents:** All Bids must meet all the requirements of the PPG Project Documents (defined below). Your Bid must meet the requirements of (a) the construction drawings ("Drawings" or "Plans") for the Project, (b) the specifications ("Specifications") for materials and procedures, methods, techniques, and other actions to be used in the Project, (c) PPG's schedule for the Project ("Schedule"), (d) the PO issued by PPG to Subcontractor for the Subcontractor's work on or materials or equipment ("Work") delivered to the Project as amended by any change order ("CO") approved in writing by PPG, (e) all applicable statutes, regulations, ordinances, and other laws ("Laws"), (f) all applicable building codes ("Codes"), (g) all applicable industry standards ("Standards"), and (h) any scope of work ("SOW") provided by PPG to Subcontractor. Subcontractor must be knowledgeable regarding the Plans, Specifications, Schedule, Laws, Codes, Standards, SOW, POs, and COs ("Project Documents") issued by PPG and applicable to the Subcontractor's trade. A copy of the latest Project Documents will be made available upon request by email. Copies of SOWs, Plans, Schedules, Specifications, SOWs, POs, COs, and Inspection Reports (defined below) may also be downloaded from the PPG BuilderTrend website at [www.buildertrend.net](http://www.buildertrend.net) and may also be available at [www.precipiceproperties.com](http://www.precipiceproperties.com). (If Subcontractor is unable to create an account on BuilderTrend, Subcontractor should request assistance by email.) At the time Subcontractor submits a Bid and any revisions to a Bid, Subcontractor shall ensure that it has the most recent version of the Project Documents. Subcontractor shall ensure that it obtains all revisions to the Project Documents. Subcontractor shall promptly notify PPG if any revision to the Project Documents will require a Bid revision. All Project Documents are the property of PPG and may not be used for any purpose other than submitting a Bid or performing the Work. Subcontractor shall not perform any Work, provide any services, or supply any material not described in a PO. Except as usual and customary in Subcontractor's trade or



approved by PPG in writing, Subcontractor shall perform all Work at the real property identified in the PO ("Site" or "Jobsite"), which also may be identified above.

2. **Cut Sheets and Specifications:** If Your Bid includes equipment, supplies, or materials for which cut sheets, brochures, specifications documents, or other written descriptions are available, Your Bid must include a copy of all of these documents.

3. **Lead Times:** For any materials, supplies, or other physical item ("Materials") that are requested by PPG in its RFB or Project Documents or that are used by You in performing the Work, please provide the lead time for obtaining the Materials if You do not have the Materials in Your possession or cannot obtain the Materials within five (5) business days. Please also provide the terms (e.g., deposit, storage fees) You will require to place an order for the Materials to ensure that the Materials are available on the date for the commencement of the Work described in the RFB.

4. **Multi-Unit Bids:** For multi-family projects or Bids for more than one unit or house, if Subcontractor's price in total or for any payment milestone will vary among the different units or houses because of material counts, square footage, or other factors, the Bid(s) must clearly describe the variables that determine the price for each Unit or house or payment milestone.

5. **Turnkey Bids:** If Your Bid includes labor and materials that you offer only as a combination ("Turnkey") and not separately, Your Bid still must provide separate pricing for the labor component and separate pricing for the materials component, and Your Bid should state that you are providing the labor and materials together in a Turnkey Bid. Separate pricing does not apply to incidental hardware or materials, such as nails, screws, tape, glue, and other materials used to assemble or secure other materials. Separate pricing in a lump sum for each line item of our RFP specifying materials does apply to, among other things, lumber, pre-assembled structural components, drywall, paint, finish electrical and plumbing fixtures, cabinets, countertops, flooring, roof tile or metal sheeting, gutters and downspouts, HVAC system operating components (but not duct components or vent grates), programmable thermostats, windows, doors, door hardware, exterior siding and natural or artificial veneers, exterior trim and shutters, garage doors and openers, interior custom trim moldings, tile, tubs, shower enclosures, shelving, bathroom accessories, all appliances including water heaters, fireplaces, and smarthome components (including any item with WiFi, Bluetooth, Zigbee, or other wireless capability). If Subcontractor is uncertain whether an item must be separately priced as a material, Subcontractor should contact PPG at [bids@precipiceproperties.com](mailto:bids@precipiceproperties.com).

6. **Tools, Supplies, and Equipment:** Unless a Bid clearly states otherwise, by submitting a Bid, a Subcontractor that provides any labor or services represents that all tools, supplies, cranes and other heavy equipment, generators, pumps, propane, diesel, gasoline, electricity, and the like required by Subcontractor to complete the Work will be provided by Subcontractor, including, but not limited to, all (a) components of systems



installed by Subcontractor, (b) fasteners, tapes, glues, nails, screws, and bolts, and (c) equipment needed to lift, move, pump, and place any equipment or materials. On-site electricity is not supplied by PPG except by written agreement in the PO issued by PPG. On-site water is supplied by PPG unless excluded in the PO issued by PPG. Unless a Bid clearly states excluded materials, parts, or components, by submitting a Bid, a Subcontractor that provides only materials represents that the Bid includes all accessory or incidental materials, parts, installation hardware, and components necessary for the installation of the material delivered by Subcontractor. If a Subcontractor of any kind believes that a PPG RFB is incomplete, the Subcontractor should request clarification in writing by email.

**7. Equipment and Materials Details:** The Bid shall state the manufacturer, model, color (if more than one color is available), dimensions, warranty duration, and country of manufacture of all equipment, fixtures, flooring, cabinets, countertops, appliances, paint, off-site-fabricated structures. The Bid shall provide images of all supplies and materials that will be visible upon completion of the structure. A link to a web page providing specifications and images for the specific manufacturer and model and color of an item is acceptable. Subcontractor shall ensure that all links are functional and point to the correct item.

**8. Equipment and Materials Quantities and Capacities:** A Bid that proposes to supply materials or equipment for which the Subcontractor calculated quantities (for example, lumber or roofing) or capacities (for example, HVAC) must include the complete calculations with sufficient detail to allow PPG to reproduce and / or verify the calculations. PPG will provide take-offs if available upon request by email.

**9. Delivery:** All Bids shall include delivery to the Project site, removal from the delivery vehicle, and placement at any location specified by PPG on the Project site.

**10. Sales Tax:** All Bids shall include sales tax as a separate line item.

**11. Validity of Bid:** All Bids shall be valid for ninety (90) days unless the Bid states otherwise.

**12. Substitutions:** If Your Bid proposes equipment, materials, supplies, methods, procedures, or techniques that differ in any way from the Project Documents, Your Bid must clearly state the difference in all details, the reason for the difference, and the impact of the difference on price, time for completion of the Work, warranty, and serviceability.

**13. Use of Sub-subcontractors:** You must perform all Work using persons legally employed by You as an "employee" as defined in the state in which the Work is performed and properly licensed if required by law or by persons or entities engaged by You as an independent contractor and identified to PPG in writing before such person or entity performs any Work and for whom You have provided to PPG a W-9, an Acord Form 25, evidence of all required licensure, and any other documents requested by PPG at any time.



**14. Relationship With Project Owner:** PPG may introduce the Subcontractor to the owner of a project ("Owner") for which PPG is or seeks to be the general contractor. The Subcontractor recognizes and affirms that the relationship between PPG and Owner is important and valuable and may be confidential. The Subcontractor will not solicit or accept any work directly from Owner for a period of one (1) year from the later of the date of the introduction of Subcontractor to Owner or the date of completion of any project performed by PPG for Owner. This provision shall apply regardless of whether the Subcontractor performs any work for PPG on a project for Owner.

**15. Invoices:** Invoices must be sent to [invoices@precipiceproperties.com](mailto:invoices@precipiceproperties.com). No other method of delivery will be accepted.

**16. Form of Communication and Sending of Notices:** Only written communications between PPG and You will be binding on us. Verbal communications may occur between You and PPG to expedite the sharing of information, but verbal communications will not be binding on You or PPG. If PPG sends a written communication to You and You do not respond, all content of the email will be binding on You as though You responded and explicitly accepted as an agreement the content of the email. PPG may notify Subcontractor at any time with modification of the means of submitting documents or communicating with PPG.

**17. Applicable Law and Other Provisions:** The law governing the relationship between You and PPG will be the law of the State in which the Project is located. Any legal



proceeding with respect to the Project will be brought in the state or federal courts for the County in which the Project is located.

The undersigned is an authorized representative of the Subcontractor identified below, has read and understands these Instructions and agrees on behalf of Subcontractor and all its employees and independent contractors to be bound by and comply with these Instructions.

If You do not sign these Bid Instructions, Your performance of any Work on the Project will be Your agreement to these Bid Instructions.

**SUBCONTRACTOR**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Position / Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Date: \_\_\_\_\_

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**FOR PRECIPICE PROPERTIES GROUP COMPLETION ONLY**

Job Number: \_\_\_\_\_

W-9 Received

G/L ACORD Received

W/C ACORD Received

SOW(s) Sent to Sub

All Docs Scanned to Drive