



INSTRUCTIONS TO BIDDERS

Wendy's Reimage or Refresh

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These Instructions to Bidders govern the submission of Proposals.

Construction shall typically commence within three weeks of contractor's receipt of the contract, and the contractor shall complete the whole of the work within 40-50 calendar days (based on the scope of work) from the start of construction, or from the date of issuance of building permit, whichever comes first.

1. SUBMISSION OF PROPOSALS

You must submit your Proposal based on these Instructions to Bidders.

Your Proposal must be received electronically at the noted address on or before the closing date and time stated in the proposal letter. Any Proposals not complying with this condition will not be considered and shall be returned unopened.

A proposal will not be accepted without a complete list of your subcontractors, including names, addresses, and all contact information. If this information is not included your submittal will be returned to you. If time allows before the proposal is due, you may resubmit with the subcontractor information included. Please note on this list if you intend to perform any part of the work yourself.

2. DEFINITIONS

For all purposes of these Request for Proposal documents, except as it is otherwise expressly provided herein, or unless the context otherwise requires, the terms defined shall have the meaning assigned to them in this paragraph.

Owner means NPC INTERNATIONAL, INC.

Contractor means successful Bidder.

Addendum means the document issued by Owner to all Bidders during the bidding period, containing additional information or corrections, made by Owner, to the Request for Proposal document previously issued.

Bidder means the person, corporation, partnership, joint venture or other organization which has submitted a Proposal to Owner for performance of the work.

Successful Bidder means the bidder whose Proposal has been accepted by Owner in writing.

Contract means the contractual document signed by the successful Bidder and Owner in the form as defined in this Request for Proposal Document.

Request for Proposal or *RFP* means the solicitations to bid and includes all Addenda.

Terms defined in the paragraph importing the singular also include the plural and vice versa, where the context requires.

3. PREPARATION COSTS

All costs and expenses incurred by you in preparing your Proposal will be borne solely by you. You will be informed whether or not your Proposal has been successful. We reserve the right to reject any or all Proposals. Actual award of the contract is contingent upon execution of formal documents satisfactory to both parties.

4. RIGHT OF ACCEPTANCE

We reserve the right to accept other than the lowest Proposal and to accept or reject any Proposal in whole or in part, or to reject all Proposals with or without notice or reasons, and if no Proposal is accepted, to abandon the work or to have the work performed in such other manner as we may elect.

5. BIDDERS MODIFICATION AND WITHDRAWAL OF PROPOSAL

You may, without prejudice to yourself, modify or withdraw your Proposal by written request, provided the request is received by us prior to the due date and time at the address to which your Proposal was to be submitted. Following withdrawal of your Proposal, you may submit a new Proposal provided such new Proposal is received prior to the due date.

We may modify any provisions or part of the RFP documents at any time prior to closing time.

6. PRICING CONDITIONS

All pricing must be firm for the duration of this contract.

The quoted price(s) must include all costs to you for materials, labor, equipment, testing and any and all items of expense, fees, taxes, duties, overhead and profit for your full and complete performance of the work as set forth herein.

All pricing information requested in the RFP must be provided. Failure to comply with this request may result in a rejection of any Proposal.

You are advised that quantities reflected on the drawings are for information purposes only.

You must define all materials to be purchased by you that cannot be obtained within thirty (30) days after contract award.

Proposals for this work are being invited from other Bidders.

7. INSURANCE

The selected Contractor must, as a minimum requirement, provide the insurance coverage listed under ARTICLE 20 of the contract.

8. SCHEDULE

A milestone schedule outlining the manner in which the work will be executed will be required from the Bidder upon award of the contract.

9. EXCEPTIONS AND DEVIATIONS

If you feel it would be advantageous to us to deviate from the requirements, conditions and provisions set forth in the RFP, you may present such departures **as an alternative to, but together with** your principal Proposal, explaining in full detail the nature and extent of your proposed departure and the subsequent impact on the prices, schedules or any other aspect of your Proposal.

Such departures, if any, must be clearly identified and listed in a section of the Proposal devoted explicitly to that purpose. Consideration of any alternate Proposal will be at our sole discretion.

The submission of a Proposal indicates acceptance by you of all conditions contained herein.

We are not responsible for identifying or resolving, during Proposal review, any deviations that may be contained in your Proposal. If you are awarded the contract, the only deviations recognized will be those mutually agreed upon and written into the contract.

10. JOBSITE INSPECTION

You must inspect the site of the work (jobsite) in order to become acquainted with the site conditions. Arrangements for access to the site are to be made by contacting the Construction Manager named in the RFP Letter. The submission of a Proposal will be considered evidence that you are aware of all conditions which may affect the work and the Proposal, whether or not such conditions are referred to in the Proposal.

Specific site conditions and the construction schedule should also be addressed with the Construction Manager.

11. REQUEST FOR INFORMATION (RFI)

NPC will not accept any Requests for Information (RFI's) within **2** business days of the bid due date. **All RFI's must be submitted in an email to the CM on the attached RFI form.**

12. DISCREPANCIES AND OMISSIONS/ADDENDA

Should you find discrepancies in or omissions from the RFP documents, or should their intent or meaning appear unclear or ambiguous, you must notify the Construction Manager named in the RFP Letter requesting resolution. Replies to such notices may be made in the form of Addenda to the RFP documents which will be issued simultaneously to all invited Bidders. You must acknowledge receipt of all Addenda in your Proposal Letter. We will not be bound by, and you must not rely on, any oral interpretations or clarifications of the RFP documents.

13. RETURN OF DOCUMENTS

In the event you decide not to submit a Proposal, you are requested to return all RFP documents to us.