Request for Bid

Information

THIS IS NOT AN ORDER

RFB Number 4100027764
Coll. Number 9538
Date 03/04/2016
Requisition No. 10132370
Buyer/Phone Purchasing Dept. / 662-915-7448
Bid due on 04/07/2016

Please return the bid request to Procurement Services at the above address. Bids must be returned in the envelope provided, or addressed with the collective number and opening date displayed on the outside of envelope.

Vendor Address

SAMPLE BID VENDOR
OFFICE OF PURCHASING
UNIVERSITY MS 38677
Phone: 662-915-7448
Fax: 662-915-7752

Vendor Bid Information submitted by:

Printed Name ________________________________
Signature ________________________________
Delivery Date ARO ________________________________

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<tr>
<td></td>
<td>ALL BIDS ARE DUE IN PROPERLY IDENTIFIED, SEALED ENVELOPES TO THE FOLLOWING:</td>
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<tr>
<td></td>
<td>BID FILE # 9538</td>
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<tr>
<td></td>
<td>PROCUREMENT SERVICES</td>
</tr>
<tr>
<td></td>
<td>104 JEANETTE PHILLIPS DRIVE</td>
</tr>
<tr>
<td></td>
<td>UNIVERSITY, MS 38677</td>
</tr>
<tr>
<td></td>
<td>NO LATER THAN 3:00 PM, THURSDAY, APRIL 7, 2016. YOUR BID MUST ARRIVE AT THE PROCUREMENT SERVICES BUILDING NO LATER THAN THE STATED DATE AND TIME. PLEASE SEND YOUR BID IN A TIMELY FASHION THAT ALLOWS FOR UNFORESEEN DELAYS BY YOUR CHOSEN DELIVERY METHOD.</td>
</tr>
<tr>
<td></td>
<td>THE UNIVERSITY RESERVES THE RIGHT TO REJECT ALL BIDS RECEIVED.</td>
</tr>
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<td></td>
<td>PLEASE INCLUDE ORIGINAL REQUEST FOR BID DOCUMENTS. PLEASE MAKE SURE ALL DOCUMENTS INCLUDE YOUR CORRECT NAME, COMPANY NAME, AND CONTACT INFORMATION (ADDRESS, PHONE NUMBER, FAX NUMBER, ETC.).</td>
</tr>
<tr>
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<td>BID SUBMISSIONS SHOULD INCLUDE ONE ORIGINAL AND AT LEAST ONE COPY UNLESS MORE COPIES ARE SPECIFIED.</td>
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GENERAL SPECIFICATIONS
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<td>0001</td>
<td>Masonry Restoration and Leak Repairs at Treatment Plant #2 Ground Tank</td>
<td>1</td>
<td>each</td>
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<td></td>
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The University of Mississippi Facilities Management department requests sealed bids for Interior and Exterior Water Tank Masonry Restoration and Leak Repairs at Treatment Plant #2 Ground Tank on the Oxford Campus be submitted to the Director of Procurement Services at 164 Jeannette Phillips Drive, P.O. Box 1848, University, MS 38677 before 3:00 P.M. on April 7, 2016. Sealed bids should be marked on the outside of the envelope as follows:

Bid File 9538
Masonry Restoration and Leak Repairs at Treatment Plant #2 Ground Tank

This is a turn-key project. Contractor will provide all labor, materials and equipment needed to complete the project as defined.

Bid envelope must contain on the outside of the envelope the Contractor’s current Certificate of Responsibility number and the Contractor’s License Number, unless a statement on the exterior says that the bid enclosed is less than or did not exceed $50,000.00.

Bids must be accompanied by bid bond or certified check for at least five percent (5%) of the base bid payable to University of Mississippi.

Proposed bidders are encouraged to make a site visit prior to bid.

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<td>To schedule a site visit, contact Reid Russell at (662) 915-1462.</td>
<td></td>
<td></td>
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<tr>
<td>SCOPE OF WORK:</td>
<td></td>
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<tr>
<td>Chip out and saw out the cracked and defective concrete from the cracks with the efflorescence (approximately 1 inch deep) from the exterior surfaces of all sides of the tank.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Repair the cracks to original level with one layer of sonoborn epogel structural epoxy, or equal, covered with a layer of sonoborn geipatch polymer modified repair mortar, or equal. Finish the repairs to match the rubbed finish of the tank.</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Drill out, chip out and saw out the defective concrete, honeycombs, spaulds and around the holes on the cap of the water tank on top of the structure.</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Rebuild the prepared areas with structural paste epoxy, polymer modified repair mortars and hydraulic cement.</td>
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<td>Drill out the actively leaking cracks. Install ports and inject water into the ports to flush out the cracks and voids. Inject water activated prime flex 900LV, or equal, into the ports to fill the cracks/voids full depth.</td>
<td></td>
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<tr>
<td>Allow proper cure. Remove the ports. Seal the holes with hydraulic cement and seal over the repairs with a two part structural epoxy paste grout.</td>
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<td>Sandblast all the interior surfaces of the water tank, using proper</td>
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<td>confined space safety procedures and added ventilation.</td>
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<td></td>
<td>Shore up and replace the deteriorated steel bracing in sections with matching sized steel bracing that is potable water safe.</td>
</tr>
<tr>
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<td>Saw out and repair the large cracks with BASF masterseal polymer modified repair mortar, or equal. Saw out or chip out all the interior spaulds, honeycombs, and hollow sounding concrete. Rebuild the interior walls with BASF sonobomb gelpatch polymer modified repair mortars, or equal.</td>
</tr>
<tr>
<td></td>
<td>After the repairs, coat the interior concrete walls, floor and ceiling of tank with Masters seal 500 and thoroseal waterproof coating, or equals. All products must be safe for potable water containment.</td>
</tr>
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</table>
|      | Repair products listed in the scope of work are preferred. Bidders must disclose any product substitutions and get them approved by the Director of Facilities Management or his designee prior to bid. Substitution requests must be sent to Reid Russell at brrussel@olemiss.edu and received by 3:00 pm on Monday, March 28, 2016. Any approved substitutions will be issued on an addendum to this Request for Bid no later than 5:00 pm on Monday, April 4, 2016, which can be viewed/downloaded from the following website link: http://procurement.olemiss.edu/bid-file/.

**GENERAL CONDITIONS:**

Contractor will perform work during normal business hours, 7:30 a.m. to 4:30 p.m. Monday through Friday, and limit disruption to the normal campus business environment.

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<td>Contractor will provide all barricades, caution tape, portable signs and flagmen as necessary to safely control or divert pedestrian and vehicular traffic as needed. Maintenance of safe automotive and pedestrian traffic is very important throughout the project.</td>
</tr>
<tr>
<td></td>
<td>Contractor will be required to provide proof of $1,000,000.00 liability insurance and a copy of certificate of insurance must be provided before a purchase order will be issued.</td>
</tr>
<tr>
<td></td>
<td>All work performed under this Contract in accordance with project scope shall be invoiced based on percentage of completion and acceptance of work by the Director of the Facilities Management department or his designee at the end of each calendar month. Invoices must reference the University's purchase order number and be based upon accepted bid pricing.</td>
</tr>
<tr>
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<td>Contractor will warranty workmanship and materials for a minimum of 2 years from the project completion date.</td>
</tr>
<tr>
<td></td>
<td>The University reserves the right to go to the next low bidder on the occasion when the lowest bidder is not available to do the work in a timely manner.</td>
</tr>
<tr>
<td></td>
<td>The University reserves the right to reject any and all bids submitted based on available funding.</td>
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<td>Any contract resulting from the award of this bid is governed by laws of the state of Mississippi.</td>
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**OFFICE OF PURCHASING**

**UNIVERSITY MS 38677**

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|      | Any contract resulting from the award of this bid will adhere to E-Verify language as follows:  
  "The Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq of the Mississippi Code Annotated (Supp 2008) and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Contractor agrees to maintain records of such compliance, and upon request of the State and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State. The Contractor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. The Contractor understands and agrees that any breach of these warranties may subject the Contractor to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to the Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, the Contractor would also be liable for any additional costs incurred by the State. |

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<td>Both parties to the contract agree to excuse from not performing its contractual obligations that become impossible or impracticable, due to an event or effect that the parties could not have anticipated or controlled. These events include natural disasters such as floods, earthquakes and other &quot;acts of God,&quot; as well as uncontrollable events such as war or terrorist attack.</td>
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<th>Vendor Bid Information submitted by:</th>
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<tbody>
<tr>
<td>Printed Name</td>
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</tbody>
</table>
The University of Mississippi ["UM"], despite any contrary provision contained in any contract to which UM is a party, does not waive any rights, benefits, or prohibitions that may be provided under any law, statute(s), regulation(s), or policies. All provisions to the contrary in any contract to which UM is a party are hereby null, void, and deleted. Not intended to be an exhaustive list, the following are examples of such matters and shall be exceptions to any contrary provision(s) in any contract to which UM is a party:

1. UM does not indemnify or hold harmless any party.
   Miss. Const. Art. 4, § 100; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct. 18, 2002).
2. UM does not make any warranty.
   Miss. Const. Art. 4, § 100; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct. 18, 2002).
3. UM does not waive any claim: past, present, or future.
   Miss. Const. Art. 4, § 100; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct. 18, 2002).
4. UM does not waive its sovereign immunity. UM shall only be responsible for liability resulting from the actions of its officers, agents, and employees acting within the course and scope of their official duties.
5. UM does not waive its Constitutional Eleventh (11th) Amendment immunity.
   U.S. Const. amend. XI.
6. UM does not agree to the application of the laws of another state.
   U.S. Const. amend XI; Miss. Code Ann. 11-11-3; Miss. Code Ann.

INSTRUCTIONS TO VENDOR

GENERAL SPECIFICATIONS
(1) Bids - All bids will be quoted F.O.B. University or Oxford, Mississippi. No bid will be considered unless F.O.B terms are as stated above. All prices are to be firm quotations. See ‘General Information to Bidder’ included with bid packet.
(2) Terms - Bidder will state terms of sale. Our terms are 2½ 10 days, net 45 days. These terms will apply unless otherwise specified.
(3) Delivery - Bidder will state in bid delivery that purchaser can expect on each item.

DETAILED SPECIFICATIONS
It is the intent of these specifications particularly where manufacturer's name and/or catalog number is used to select an item of comparable materials and/or design. It is not the intent to limit the bidding, however, all bidders are cautioned that the listed manufacturer's standards shall be a minimum. It is a requirement that all bidders who furnish quotations on products of manufacturer other than those listed shall furnish with their bid complete information together with full specifications of items they propose to furnish.
**Request for Bid**

**Information**

**THIS IS NOT AN ORDER**

| RFB Number | 4100027764 |
| Coll. Number | 9538 |
| Date | 03/04/2016 |
| Requisition No. | 10132370 |
| Buyer/Phone | Purchasing Dept. / 662-915-7448 |
| Bid due on | 04/07/2016 |

Please return the bid request to Procurement Services at the above address. Bids must be returned in the envelope provided, or addressed with the collective number and opening date displayed on the outside of envelope.

---

**Vendor Address**

SAMPLE BID VENDOR
OFFICE OF PURCHASING
UNIVERSITY MS 38677
Phone: 662-915-7448
Fax: 662-915-7752

Vendor Bid Information submitted by:
Printed Name
Signature
Delivery Date ARO

<table>
<thead>
<tr>
<th>Item</th>
<th>Material/Description</th>
<th>Quantity</th>
<th>UM</th>
<th>Unit Price</th>
<th>Amount</th>
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<tr>
<td>11-45-1; City of Jackson v. Wallace, 196 So. 223 (1940)</td>
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<td>7. UM does not limit the tort liability of another party to the amount of the contract or to any other set amount. Miss. Const. Art. 4, § 100; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct. 18, 2002); Miss. AG Op., Hotham (May 28, 1992); Miss. AG Op., Davis (March 3, 1993).</td>
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<td>8. UM does not agree to waive warranties of merchantability, fitness for a particular purpose, or any common law warranties to which UM is entitled. Miss. Const. Art. 4, § 100; Miss. Code Ann. § 75-2-719; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct. 18, 2002).</td>
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<td>9. UM does not agree that a party may represent, prosecute or defend legal actions in the name of UM. IHL Board Policy 1102.</td>
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<td>10. Provisions that limit the time for UM to pursue legal actions are deleted and void. Miss. Const. Art 4, § 104; Miss. Const. Art. 4 § 100; Miss. Code Ann. § 15-1-5; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct. 18, 2002).</td>
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<tr>
<td>11. UM does not agree to submit to binding arbitration. Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct. 18, 2002).</td>
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<tr>
<td>12. UM will make payments for all amounts owed under a contract agreement in accordance with state law. Miss. Code Ann. § 31-7-305.</td>
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<td>13. In compliance with the Mississippi Accountability and Transparency Act of 2008, all payments made by UM will be posted on a public website beginning July 1, 2012. The information posted will include: the date of payment, vendor name, vendor's city and state.</td>
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- **UNIVERSITY MS 38677**
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- **Fax**: 662-915-7752

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Vendor Bid Information submitted by:

- **Printed Name**: 
- **Signature**: 
- **Delivery Date ARO**: 

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FOR QUESTIONS, PLEASE CONTACT REID RUSSELL AT 662-915-1462.

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**Total $**
GENERAL INFORMATION TO BIDDERS CONSTRUCTION

A. DELIVERY OF BIDS
1. All bids must be received at Procurement Services, 164 Jeanette Phillips Drive, University of Mississippi, University, MS 38677, unless otherwise specified, not later than time and date shown on bid invitation.

2. Bid must be in a sealed envelope and marked with name, bid file number, and opening date.

3. Telegraphic Bids and Mailgrams will be considered whenever they are delivered sealed at the designated office by the time and date set for receipt of bids. Such telegraphic bids or mailgrams shall contain specific reference to the Invitation for Bids; the items, quantities, and prices for which the bid is submitted; the time and place of delivery; and a statement that the bidder agrees to all the terms, conditions, and provisions of the Invitation for Bids.

4. Facsimile Bids shall require submission of original bid prior to any award being made. For a bid to be acceptable when transmitted by a facsimile machine, it shall have been faxed to an off-site location and delivered sealed to the proper purchasing entity prior to the time and date set for the bid opening.

B. RECEIPT AND OPENING OF BIDS
1. All construction bids have a written published bid opening time and date assigned that is the drop dead time for us to receive your sealed bid. All bids received are time stamped or clocked in using our time clock. There is no other time clock that will be considered. It is your responsibility to make sure you or your carrier is aware of the published deadline for each bid. BIDS THAT ARE LATE BY ONE (1) SECOND ARE REJECTED. Failure of Fed-Ex, UPS or the USPS to deliver your bids on time is not our responsibility. Bids will be opened publicly at the time and place stated in the invitation for bids. The officer whose duty it is to open them will decide when the specified time has arrived and no bid received thereafter will be considered. No responsibility will be attached to any officer for the premature opening of a bid not properly addressed and identified.

2. If the University is closed for any reason, including but not limited to: acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters, (the “Force Majeure Events”), which closure prevents the opening of bids at the advertised date and time, all bids received shall be publicly opened and read aloud on the next business day that the University shall be open and at the previously advertised time. The new date and time of the bid opening, as determined in accordance with this paragraph, shall not be advertised, and all Vendors/Contractors, upon submission of a bid proposal, shall be deemed to have knowledge of and shall have agreed to the provisions of this paragraph. Bids shall be received by the University until the new date and time of the bid opening as set forth herein. The University shall not be held responsible for the receipt of any bids for which the delivery was attempted and failed due to the closure of the University as a result of a Force Majeure Event. Each Vendor/Contractor shall be required to ensure the delivery and receipt of its bid by the University prior to the new date and time of the bid opening.

3. On construction projects that exceed $50,000.00, state law requires contractors to place on the outside of their sealed bid envelopes the contractor’s Certificate of Responsibility Number or a written statement that the bid contained is less than $50,000.00. Failure to follow this state requirement will result in the bid being disqualified and the contractor’s sealed bid will received no further consideration. It is not our responsibility to point out this requirement when your bid is delivered to our office.

4. Bid Bonds are optional and at the discretion of the university. If a bid bond is required, there will be written language in the detailed specification of the bid document stating this requirement. If a bid bond is required, and one is not located in the bid envelope, the bid will receive no further consideration. Acceptable bid bonds consist of surety bonds issued through a licensed Mississippi agent, bank money orders, or a bank encumbered check made payable to the University of Mississippi. Personal and company checks are NOT bank encumbered and are NOT acceptable bid bonds.

5. On construction projects that exceed twenty five thousand dollars ($25,000.00), a Performance Bond is required. The performance bond must be issued through a licensed MS agent and will be made a part of the construction contract agreement.

6. Liability Insurance in the amount of one (1) million dollars will be required of the successful bidder before work begins on the university campus. We will need a Certificate of Insurance delivered to our department from your insurance company. Proof of insurance must be provided before work beings. This applies to jobs in excess of $5,000.00.

7. Changes to a Bid can be written on the outside of the already sealed envelope at which time the change will be read aloud prior to the bid envelope being publicly opened.

8. Bids are to be submitted in duplicate on the forms furnished for the purpose or on exact copies thereof.

9. Unless otherwise specified, bid shall be binding for minimum of 30 days.

10. Bids may be modified or withdrawn by written or telegraphic notice received in Procurement Services prior to time set for bid opening.

11. All bid prices must be typed or written in ink and any alterations to bid prices must be initialed. ALL BIDS MUST BE SIGNED IN INK.
12. Tax on Construction – It is incumbent upon the bidder to be familiar with the laws of the state concerning tax on construction. Any and all taxes due (State or Federal) will be responsibility of the vendor.

13. The contract will be awarded as soon as possible to the lowest and best responsible bidder, provided his bid is reasonable and it is to the best interest of the Owner to accept it.

14. Only the issuance of a purchase order or a signed acceptance of a proposal constitutes acceptance on the part of the University.

15. Assuming there is no prompt payment discount provision; payment will be made within 30 days from receipt of products in satisfactory condition, and receipt of the invoice.

C. WITHDRAWAL OF BIDS

Bids may be withdrawn on written or telegraphic request received from bidders prior to the time fixed for opening. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

THE UNIVERSITY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS AND TO WAIVE INFORMALITIES.

NON-RESIDENT BIDDER: When a non-resident Bidder (a Contractor whose principal place of business is outside the State of Mississippi) submits a bid for the Mississippi public works project, one of the following is required and shall be submitted with the Proposal Form:

A. Copy of Law: If the non-resident Bidder’s state has a resident Bidder preference law, a copy of that law shall be submitted with the Proposal Form.

B. Statement: If the state has no such law then a statement indicating the State of (Name of State) has no resident Contractor preference law shall be submitted with the Proposal Form.

It is inherent upon the challenging or protesting bidder to provide a certified copy of the preference law in question within 2 working days (48 hours) after bids are opened and a challenge made.