

# INSTRUCTIONS TO BIDDERS

## TABLE OF CONTENTS

	<b>Page</b>
Article 1 – Qualifications of Bidders .....	1
Article 2 – Pre-Bid Conference .....	1
Article 3 – Interpretations and Addenda .....	1
Article 4 – Contract Times .....	1
Article 5 – Preparation of Bid .....	1
Article 6 – Basis of Bid; Comparison of Bids .....	2
Article 7 – Submittal of Bid .....	2
Article 8 – Opening of Bids.....	5
Article 9 – Bids to Remain Subject to Acceptance.....	5
Article 10 – Evaluation of Bids and Award of Contract.....	5

## **ARTICLE 1 – QUALIFICATIONS OF BIDDERS**

- 1.01 To demonstrate Bidder’s qualifications to perform the Work, Bidder shall provide previous experience and references.

## **ARTICLE 2 – PRE-BID CONFERENCE**

- 2.01 A pre-Bid conference will be held at 10:00 a.m. local time on April 25, 2016 at the Float Bridge Road causeway. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

## **ARTICLE 3 – INTERPRETATIONS AND ADDENDA**

- 3.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda electronically delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 3.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner or Engineer.

## **ARTICLE 4 – CONTRACT TIMES**

- 4.01 The date of Substantial Completion and readiness for final payment are to be set forth by Bidder in the Bid and will be entered into the Agreement (or incorporated therein by reference to the specific language of the Bid). The times will be taken into consideration by Owner during the evaluation of Bids, and it will be necessary for the apparent Successful Bidder to satisfy Owner that it will be able to achieve Substantial Completion and be ready for final payment within the times designated in the Bid.

## **ARTICLE 5 – PREPARATION OF BID**

- 5.01 The Bid Form is included with the Bidding Documents.
- 5.02 All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each base bid and alternative item listed therein.
- 5.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate

seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown.

- 5.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown.
- 5.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
- 5.06 A Bid by an individual shall show the Bidder's name and official address.
- 5.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.
- 5.08 All names shall be printed in ink below the signatures.
- 5.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 5.10 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.

## **ARTICLE 6 – BASIS OF BID; COMPARISON OF BIDS**

### 6.01 *Lump Sum*

- A. Bidders shall submit a Bid on a lump sum basis for the base Bid and include a separate price for each alternate described in the Bidding Documents as provided for in the Bid Form. The price for each alternate will be the amount added to the base Bid if Owner selects the alternate. In the comparison of Bids, alternates will be applied in the same order as listed in the Bid form.

### 6.02 *Completion Time Comparisons*

- A. Bid prices will be compared after adjusting for differences in the time designated by Bidders for Substantial Completion.

## **ARTICLE 7 – SUBMITTAL OF BID**

- 7.01 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title, the name and address of Bidder, and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." If the Bid is submitted electronically, each section shall be an attached .pdf file with the text "BID ENCLOSED" noted in the subject field.

## **ARTICLE 8 – OPENING OF BIDS**

- 8.01 Bids will be opened at the time and place indicated in the Advertisement or Invitation to Bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

## **ARTICLE 9 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

- 9.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid prior to the end of this period.

## **ARTICLE 10 – EVALUATION OF BIDS AND AWARD OF CONTRACT**

- 10.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. Owner may also reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Town to make an award to that Bidder. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.
- 10.02 In evaluating Bidders, Owner will consider the qualifications of Bidders.
- 10.03 If the Contract is to be awarded, Owner will award the Contract to the Bidder whose Bid is in the best interests of the Town.