

INSTRUCTIONS TO BIDDERS

1. Introduction

This project is funded through a Community Development Block Grant Business Façade Grant. It is funded in part through an Environmental Protection Agency Brownfields Cleanup Grant for lead paint removal and abatement. This project requires David-Bacon Wage Rates and reporting of certified payrolls

Waterfall Art is a 501(c) 3 not-for-profit community arts organization in Belfast, ME. It is a public building, and access to the building must be maintained. This entrance door is not a primary entrance, but it is a required egress door, and it fronts onto public space. The site is used for a Farmers Market and Art Market on Fridays from 9:00 AM – 1:00 PM April through November. Protection of public health and safety is to be addressed at all times.

There will be a prebid meeting on site, 256 High Street, Belfast, ME on THURSDAY, OCTOBER 21 at 10:00AM.

Bidders are required to attend the prebid meeting.

2. Defined Terms

The term “Bidder” means one who submits a Bid directly to Owner, as distinct from a sub-bidder, who submits a bid to a Bidder. **The term “Successful Bidder” means the lowest, qualified, responsible and responsive Bidder** to whom Owner (on the basis of Owner’s evaluation as hereinafter provided) makes an award.

2. Contract Documents

- a. Complete sets of bidding Documents ***must*** be used in preparing Bids; neither Owner, Architect, or Administrator assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of bidding Documents.

3. Qualifications of Bidders

To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit, within five (5) days of Owner’s request, written evidence such as financial information, previous experience, present commitments and other data as requested by the Owner. Each bid must contain evidence of Bidder’s qualification to conduct business in the State of Maine, or covenant to obtain such qualification prior to award of the contract.

4. Examination of Contract Documents and Site

- a. Each Bidder shall be responsible, before submitting a Bid to: (1) examine the bid Documents thoroughly; (2) become familiar with site conditions that may affect cost, progress, performance and furnishing of the Work; (3) consider federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the Work; (4) study and carefully correlate Bidder's observations with the bid Documents; and (5) notify Owner of all conflicts, errors or discrepancies in the bid Documents.
- b. Owner will provide each Bidder access to the site in a Pre-Bid Meeting format. Each bidder may conduct such explorations Bidder deems necessary for submission of a Bid. Bidder shall clean up and restore the site to its former condition to the satisfaction of the Owner.
- c. The site upon which the Work is to be performed, and access thereto designated for use by the Contractor in performing the work are identified in the bid Documents.
- d. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this section, that without exception the Bid is premised upon performing and furnishing the Work required by the bid Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the bid Documents, and that bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

5. Interpretations and Addenda

All questions about the meaning or intent of the bid Documents are to be directed to the Program Administrator. Interpretations or clarifications necessary by the Program Administrator in response to such questions, will be issued by Addenda mailed or delivered to all parties recorded by the Program Administrator as having received the bid Documents. Questions received less than five (5) days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Addenda may also be issued to modify the bid Documents as deemed advisable by Program Administrator or Architect.

6. Contract Time

The number of days within which, or the dates by which, the work is to be substantially completed and also completed and ready for final payment are set forth in the Agreement.

7. Bid Form

- a. The Bid Form is included with the bid Documents.

- b. All blanks on the Bid Form must be completed in **INK** or by typewriter.
- c. Bids by corporations must be executed in the corporate name by the president or a vice president (or other corporate officer, and accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or assistant secretary. The corporate address and state of incorporation must be shown below the signature.
- d. Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature, and the official address of the partnership must be shown below the signature.
- e. All names must be typed or printed below the signature.
- f. The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).
- g. The address and telephone number for communication regarding the Bid must be shown.

8. Submission of Bids

Bids shall be submitted at the time and place indicated in the Advertisement or Invitation to Bid, and shall be enclosed in an opaque sealed envelope, marked with the Project title, name and address of the Bidder. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "**BID ENCLOSED**" on the face of it.

9. Modification and Withdrawal of Bids

- a. Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.
- b. If, within 24 hours after Bids are opened, any bidder files a duly signed, written notice with Program Administrator and promptly thereafter demonstrates to the reasonable satisfaction of Program Administrator that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid. Thereafter, that Bidder will be disqualified from further bidding on the Work to be provided under the bid Documents.

10. Opening of Bids

Bids will be opened at the time and place set forth in the Advertisement or Invitation to Bid.

11. Award of Contract

- a. Owner and Program Administrator reserves the right to reject any and all bids, to waive any and all informalities not involving price, time or changes in the work and to negotiate contract terms with the successful Bidder, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional Bids. Owner and Program Administrator reserves the right to reject the Bid of any Bidder if Owner and Program Administrator believe that it would not be in the best interest of the Project to make an award to that Bidder; whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established. Discrepancies in any sum of a Bidder's figures will be resolved in the favor of the correct sum.
- b. In evaluating Bids, the Owner and Program Administrator will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices (if applicable) and other data as may be requested in the Bid Form or prior to the Notice of Award.
- c. Owner and Program Administrator may conduct such investigations as they deem necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders to perform and furnish the work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.
- d. If the Contract is awarded, it will be awarded to the lowest Bidder whose evaluation by Owner and Program Administrator indicates to them that the award will be in the best interest of the Project.
- e. If the contract is awarded, Owner and Program Administrator will give the successful Bidder a Notice of Award within thirty (30) days after the Bid opening.

12. Signing of Agreement

When Owner and Program Administrator give a Notice of Award to the successful Bidder, it will be accompanied by three (3) unsigned counterparts of this Agreement, with all other written Documents attached. Within three (3) days thereafter Contractor shall sign and deliver the required three (3) counterparts of the Agreement and attached documents to the Program Administrator. Within two (2) days thereafter Program Administrator shall deliver one (1) fully signed counterpart to Contractor.

13. Sales and Use Taxes

Waterfall Arts is a 501c3 not-for-profit with tax exempt status. The bid price should not include sales tax.