

## **INFORMATION FOR BIDDERS**

### **A. EXAMINATION OF CONTRACT DOCUMENTS AND SITE**

1. Work described herein shall be in accordance with the contract documents including the Contract Specifications and the Contract Drawings.
2. Before submitting its bid, each Bidder must (a) examine the Contract Documents thoroughly, (b) visit the site to familiarize itself with local conditions and on-going contracts that may in any manner affect performance of the Work, (c) determine to its own satisfaction the actual site conditions including the character and type of material it will encounter in the Work, (d) familiarize itself with Federal, State and local laws, ordinances, rules and regulations affecting performance of the Work; and (e) carefully correlate its observations with the requirements of the Contract Documents.
3. Before submitting its Bid, each Bidder will, at its own expense, make such additional investigations as it may deem necessary to determine its bid price for performance of the Work within the terms for the Contract Documents. Bidder shall be responsible for obtaining necessary permits and permission for such investigations, and any claims for damages arising therefrom.
4. The submission of a Bid will constitute a representation by the Bidder that it has complied with every requirement of this Article.
5. All permits and approvals will be provided by the Redevelopment Authority of Prince George's County (Owner) except those specifically excluded on the design plans or trade permits.

### **B. INTERPRETATIONS**

1. All questions about the meaning or intent, discrepancies or omissions of the Contract Documents shall be submitted in writing and addressed to Ben Dyer Associates, Inc., c/o Barry M. Caison, via fax 301-430-2001 or email [bcaison@bendyer.com](mailto:bcaison@bendyer.com). Replies where warranted will be issued by Addenda mailed or delivered to all parties recorded as having received the Contract Documents. Questions received less than 4 calendar days before the scheduled bid opening will not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

### **C. BOND AND INSURANCE REQUIREMENTS**

1. Bonds – The successful Bidder will be required to provide a Performance and a Labor and Material Payment Bond in an amount equal to 100% of the Contract Price and a Bid Bond in an amount equal to 5% of the Bid.
2. Insurance – Provide certificate of insurance meeting requirements of Article

24, General Conditions as part of the contract execution as stated in Article 7 herein.

#### D. CONTRACT TIME

The contract shall run 90 days from date of execution. The contract is anticipated to start on or about August 30, 2016.

#### E. BID FORMS

1. The Bid Form and attachments are included in the Contract Specifications. Bids shall be submitted on Bid Proposal Form and Exhibit D- Bid Submittal Template and shall be filled out in full, in ink or by typewriter. If changes and erasures are made, such changes and erasures shall be clear and legible, and shall be initialed by the person signing the Bid Form.

Bids in which the prices obviously are unbalanced may be rejected. Unbalanced prices shall be interpreted to mean that the unit price for any items is such that it is unreasonable for that particular item when considered by itself, and not considered in connection with the bid submitted on any other item or items.

Bids shall be based on products, materials and methods named in the Contract Documents.

The Bidder must detach the completed Bid Form and required attachments and submit them in a sealed, opaque envelope bearing the Bidder's name and address at the time and place indicated on the Invitation to Bid. Bids may be modified or withdrawn at any time prior to the opening of bids. Signing of Bids shall comply with instructions on the Bid Form.

2. The Bidder assumes full responsibility for timely delivery at location designated for receipt of Bids. Bids received after the designated time for the public bid opening will be returned to the Bidder unopened.

Oral, telephonic or telegraphic Bids are invalid and will not receive consideration.

3. Bids **will not** be publicly opened. .

In case of discrepancy between prices in writing and in figures, the writing shall govern. In case of error in the extension of prices in the Bid, unit prices will govern.

4. No Bidder may withdraw a Bid within one hundred twenty (120) calendar days after the actual date of the opening of the Bids. 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. Should there be reasons why the Contract cannot be

awarded within the specific period; the time may be extended by mutual agreement between the Owner and the Bidder.

#### F. AWARD OF CONTRACT

1. The Owner reserves the right to reject any or all bids and to waive any or all irregularities, and the right to disregard any or all non-conforming, unbalanced or conditional bids or counter proposals. The Owner may reject, as non-responsive, any bids from Bidders that fail to acknowledge receipt of addenda as prescribed.
2. Award will be based on the prices bid for products, methods and materials named in the Contract Documents. Consideration of the decisions regarding substitutions will not be made until after Award of the Contract.
3. In evaluating Bids, the Owner will consider the qualifications of the Bidders as described in Article 10 herein, whether or not the Bids comply with the prescribed requirements and alternates and unit prices if requested in the Bid Form.

The Owner reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to the Owner's satisfaction.

4. If a contract is to be awarded, it will be awarded to the lowest responsive, responsible Bidder whose evaluation by the Owner indicates that the Award will be in the best interest of the Owner, within 90 days after the day of the Bid Opening.
5. The Owner reserves the right to cancel the Award of the Contract at any time prior to execution of the Contract without liability to the Owner.

#### G. EXECUTION OF THE CONTRACT

1. Copies of the Contract (Agreement Form) are contained in the specifications.

The Bidder to whom the Contract is awarded shall return two copies of the Contract and such other Documents as required by the Contract Documents properly executed to the Owner within seven (7) days after the date of issuance of the Notice of Award. The Owner will execute the Contract within 7 days after receipt of the Contractor's executed Contract Form.

Failure by the Contractor to execute the Contract and submit such other Documents as required by the Contract Documents and file acceptable insurance and bonds within the time aforesaid shall be just cause for annulment of the Award. Award may then be made to the next lowest responsible Bidder or the Work may be re-advertised and constructed under Contract or otherwise, as the Owner may decide.

2. By executing the Contract, the Contractor represents that it has familiarized himself with, and assume full responsibility for having familiarized itself with, the nature and extent of the Contract Document, work, locality, and with all local conditions and on-going Contracts and Federal, State and local laws, ordinances, rules and regulations that may in any manner affect performance of the Work, and represents that it has correlated its study and observations with the requirements of the Contract Documents. The Contractor also represents that it has studied all surveys and investigation reports of subsurface and latent physical conditions referred to in the Contract Documents and made such additional surveys and investigations as it deems necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents and that it has correlated the results of all such data with the requirements of the Contract Documents.
3. The Owner shall furnish free of charge to the Contractor five copies of the Contract Documents for the execution of the Work. Additional copies will be furnished upon request, at the cost of reproduction.

#### H. PRE-CONSTRUCTION CONFERENCE

1. Within three days after execution of the Contract, the Owner may arrange a pre-construction conference with the Contractor which will include but not necessarily be limited to discussion of the following items: Requirements of the Contract; Contractor's suggested sequence of construction and progress of schedule; erosion and sediment control permit and compliance; Owner's procedural requirements; Contractor's coordination with the Owner, other agencies, other Contractors, and property Owners; Contractor's proposed subcontractors and list of all material and equipment it will purchase, giving name, address and telephone number of the Supplier.

#### I. NOTICE TO PROCEED

1. After execution of the Contract, the Owner will issue a Notice to Proceed, through its duly appointed representative.
2. The Notice to Proceed will be the date upon which work under this Contract shall be initiated, and upon which the time provided in the Contract for performance of the work shall be commenced.
3. Materials ordered or work done on the site prior to the date set forth in the Notice to Proceed shall be at the Contractor's risk.
4. Failure by the Contractor to initiate work within ten days of the date of commencement set forth in the Notice to Proceed shall be construed as a Breach of Contract and may result in termination of the Contract by the Owner.

## J. BIDDER QUALIFICATIONS

### 1. Performance Capability

Bidders shall be responsible for performing and have the capability properly to perform classes of work contemplated according to the Contract terms, and shall have the necessary plant, expertise, manpower, equipment, and sufficient capital to execute the Work properly within the time specified.

### 2. Certified Statement of Qualifications

The Owner will require any apparent low Bidder who has not performed comparable work for the Owner within the last five years to submit a certified statement of its financial resources, performance schedule, performance record, integrity, experience, other qualifications, and equipment and facilities pertinent to the proposed Contract. This certified statement shall be submitted within ten days after Bid Opening. The Owner, at its discretion, may make such investigations it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish the Owner all such information and data for this purpose as the Owner may request. The Owner may visit any prospective contractor's place of business, contracts in progress or contact persons knowledgeable of the Bidder's background to determine his ability, capacity, reliability, financial stability, or other factors necessary to perform the Work. This requirement will be waived if the Bidder has submitted such a statement to the Owner under the same company name for a comparable contract within five years prior to bid opening date, but will be required if the previous submission was under another name or organization or joint venture. The Owner, at its discretion, may require any or all of the above listed information from any Bidder. The Owner reserves the right to reject the bid of a Bidder who has previously failed to perform properly or to complete in a timely manner, contracts of a similar nature, or if investigation shows the Bidder unable to perform the requirements of the Contract or if the Bidder fails to complete and submit the Contractor's Information Report in its entirety.

### 3. Foreign Corporations

All foreign corporations or companies doing business within the State of Maryland are required by Maryland law to be registered with the State Department of Assessment and Taxation in order to be eligible to bid compliance with this law is mandatory.

### 4. Non-Collusion

The Owner is cooperating with the U.S. Department of Justice in a program designed to preclude collusive bidding and to make effective the enforcement of antitrust laws in the area of procurement of property and services by governmental and public agencies. Bidders must supply with its bids its U.S.

Treasury Department Employer's Identification Number as such number is shown on its Employment Quarterly Federal Tax Return (U.S. Treasury Department Form No. 941). This number shall be inserted on the Bid Form in the place designated.

5. Non Conviction

Pursuant to provisions set forth in 16-311 of the State Finance and Procurement Article of the Annotated Code of Maryland, persons convicted of bribery, attempted bribery or conspiracy to bribe based upon acts committed after July 1, 1977 in furtherance of obtaining a Contract with the State or any governmental agency thereof shall be disqualified from entering into a Contract with the Owner.

Bidders shall complete and submit with its bid the attached notarized Anti-Bribery Affidavit.

6. Bid Submittal Limit

A Bidder may submit only one Bid for each Contract. More than one Bid from an individual, firm or partnership, corporation or association under the same or different names will not be considered, and will be considered grounds for disqualification of the Bids involved, and rejection of the Bids.

K. SUBSTITUTIONS

1. Whenever a material, article or method is specified or described by using the name of proprietary product or the name of a particular manufacturer or vendor, followed by the phrase "or equal", the specific item mentioned shall be understood as establishing the type, function, dimension, appearance and quality desired and is to be the basis upon which bids are to be prepared. Other manufacturer's materials, articles or method not named will be considered after Award of the Contract provided the Contractor submits the proposed substitutions on the Equipment and Material List with his bid, and provided the substitution will not require substantial revisions of the Contract Documents.
2. Whenever a material, article or method is specified or described without the phrase "or equal" no substitutions will be allowed.

L. RESTRICTIVE PRICING

1. Should any supplier, vendor, manufacturer or fabricator lump together two or more items of materials of equipment in his quotation to Bidders, whether they all be specified items or not, and refuse to provide quotations for individual items to any bidder so requesting, that supplier, vendor, manufacturer or fabricator may be excluded from participation in this project.

#### M. SUBCONTRACTS

1. Before entering into any subcontracts, the Bidder to whom the Contract has been awarded shall fill out and submit together with his executed Contract Documents, a Subcontractors and Suppliers Form giving the name and address of the proposed subcontractors and suppliers, the portions of the Work and materials which each is to perform, and/or furnish, and shall certify that each proposed subcontractor has the necessary facilities, skill, integrity, past experience and financial resources to perform the Work in accordance with the terms and conditions of the Contract.

#### N. LAWS AND REGULATIONS

1. The Bidder's attention is directed to the fact that all applicable Federal, State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full. The Bidder is assumed to have made itself familiar with all such rules and regulations which in any way affect the work, and no plea of misunderstanding will be considered on account of the ignorance thereof. If the Bidder discovers any provision in the plans, specifications or other contract document that is contrary to, or inconsistent with, any such law, ordinance, rule or regulation; it shall forthwith report it to the Owner in writing.