

SECTION 1
SHORT FORM
INSTRUCTION TO BIDDERS

1. At the time of the opening of proposals, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents, including all addenda. The failure or omission of any bidder to receive or examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respect to his proposal. The owner reserves the right to accept or reject any or all proposals as may best serve the interest of the owner.
2. Subject to the owner's right, reserved herein, to accept or reject any or all proposals, the general contractor will be selected on the basis of the sum of the lowest acceptable proposal plus such of the alternates as the owner desires to use.
3. No proposal may be withdrawn during a period of sixty (60) calendar days immediately following the opening thereof.
4. No contract may be assigned, sublet or transferred without the written consent of the owner.
5. All foreign corporations intending to do business in the State of Maine must comply with provisions of 13-A M.R.S.A., Chapter 12. Any foreign corporation receiving notice of award of contract shall contact the Secretary of State for the purpose of complying with this statute.
6. All individuals not residents of this State must comply with the provisions of Title 14 M.R.S.A., Section 704.
7. It may be necessary for the contractor to submit to the owner documentary evidence that the above provisions have been complied with.
8. The selected general contractor will be required to furnish a 100% contract performance bond and a 100% contract payment bond to cover the execution of his contract. Form of bonds is shown in section 2-B2.
9. The owner shall retain a percentage of each payment due the contractor as part security for the fulfillment of the contract as described in Article 9 of the Supplemental Conditions.
10. The proposal shall be based on the materials, methods, equipment and products as specified. Any materials, methods, equipment or products not herein specified, but deemed worthy of consideration by any general contractor, may be introduced by a separate letter attached to his Proposal. He shall state the cost comparison with the specified materials, methods, equipment or products and the reason for the suggested substitution.

It shall be understood by the general contractor or subcontractor that the attached letter describing the proposed change will not be used in determining the low general or subcontract proposal submitted unless the general or subcontractor shall have submitted their list to the architect/engineer 10 days prior to the date set for the receipt of their respective proposals and shall have received written approval by the architect/engineer.

11. Any proposal that contains an escalation clause will be invalid
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