

## INSTRUCTIONS TO BIDDERS

### 1. RECEIPT AND OPENING OF BIDS.

See Section 00020 Invitation to Bid.

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof, and may waive any informalities in, or reject, any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 30 days after the actual date of the opening thereof.

### 2. PREPARATION OF BID.

Bids shall be submitted on the prescribed form. All blank spaces for bid prices must be filled in, in ink, in both words and figures with the unit price for the item or the lump sum for which the bid is made.

All bids must be submitted in sealed envelopes, bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope, containing the proposal and marked as directed above, must be enclosed in another envelope addressed as specified, preferably by registered mail.

### 3. FILED SUB-BIDS.

Sub-Contractors for trades, as listed in Section 00020 Invitation to Bid, are required to deliver their proposals to the Maine Construction Bid Depository, Whitten Road, P.O. Box N, Augusta, Maine 04330.

At the expiration of the time stated for the filing of sub-proposals, the Maine Construction Bid Depository will mail to the General Contractors, who have taken plans and specifications, the names of Sub-Contractors who have filed their sub-proposals with the bid depository in accordance with the provisions of these instructions to bidders. If any General Contractor has not received a copy of this list of sub-bidders, within a reasonable time following the time set for their delivery, General Contractor should contact the Maine Construction Bid Depository for confirmation of the list of sub-bidders who have filed, prior to the completion of their own proposal.

Filed Sub-Bids will be reviewed by the Architect after General Contractors' bids are received. After opening, any filed subcontract proposal not in conformity with these instructions or not in conformity with the requirement of the plans and specifications shall be declared invalid and the filed subcontract proposal of the next acceptable filed Sub-Contractor will be substituted. Such substitutions will be made prior to the selection of the General Contractor. General Contractors should not attempt to adjust the filed sub-bid numbers during the bid period.

Any proposal, submitted by a General Contractor, with a sub-proposal amount for a Sub-Contractor's work different from the sub-proposal amount filed by that Sub-Contractor, shall have the sub-proposal amount filed substituted for the sub-proposal amount carried by the General Contractor, after which the proposal of the General Contractor shall be adjusted by the difference, prior to the selection of the low General Contractor.

Allowances specified in Section 01020, Allowances, if any, shall be included in the General Contractor's bid, and are not part of the filed sub-bids. Allowances specified in the individual sections of filed sub-bidders, shall be included in the filed sub-bid.

Filed Sub-bidders bidding trades that have unit prices requested in General Contractor bid form shall list the unit prices on a separate sheet and attach it to the Filed Sub-Bid Proposal Form.

Filed Sub-bidders shall comply with the applicable requirements of Division 1 Specifications.

#### 4. CONDITIONS OF WORK.

Each bidder must inform himself fully of the conditions relating to the construction and labor under which the work is now being or will be performed. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of the Contract Documents and to complete the contemplated work for the consideration set forth in his bid. Insofar as possible, the Contractor, in the carrying out of his work, must employ such methods or means as will not cause any interruption of, or interference with, the work of any other Contractor, or with the Owner's operations.

Each bidder is encouraged to attend the pre-bid conference at the site. Attendance is mandatory for General Contractors. See Section 00020 Invitation to Bid.

#### 5. ADDENDA AND INTERPRETATIONS.

No interpretation of the meaning of the Plans, Specifications or other Contract Documents will be made to any bidder orally. Every request for such interpretation should be in writing, addressed to Harriman Associates, at One Auburn Business Park, Auburn, Maine, fax number (207)782-3017, and to be given consideration, must be received at least 3 days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the Specifications which, if issued, will be mailed to all prospective bidders (at the respective addresses furnished for such purposes) not later than 2 days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addenda or interpretation shall not relieve any bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.

#### 6. CONSTRUCTION TERMS AND CONDITIONS.

The bidder is warned that the Construction Terms and conditions hereinafter fully set forth in the AGREEMENT will be rigidly enforced.

#### 7. AWARD OR REJECTION OF BIDS.

The Owner reserves the right to reject any and all bids, and to waive any informality in bids received, whenever such rejection or waiver is in the interest of the Owner. Owner reserves the right to select any of the submitted bids. Owner will have no restrictions on selection.

#### 8. SECURITY FOR FAITHFUL PERFORMANCE.

Simultaneously with his delivery of the executed Contract, the Contractor shall furnish a Surety Bond in the amount at least equal to 100% of the Contract price as security for faithful performance of this Contract and for payment to all persons performing labor for furnishing materials in connection with this Contract, prepared in the form of "Performance-Payment Bond" AIA Form A-311. The surety on such bond shall be a Surety Company acceptable and approved by the Owner, and authorized to transact business in this State.

#### 9. OBLIGATION OF BIDDERS.

At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the 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 bid.

#### 10. SUBSTITUTIONS.

(a) The bid shall be based on the materials or products as specified. Whenever in the Specifications a particular article is specified by proprietary name, the bidder shall base bid on same.

(b) For an item to be considered as an approved equal where allowed, the request shall be made in writing, received

at least 7 days prior to the bid date, with a complete submittal for the proposed item, and the identification of the item and specification section. All approvals will be issued as addenda. See Section 01630 for additional requirements.

END OF INSTRUCTIONS TO BIDDERS

