

INFORMATION FOR BIDDERS

BIDS will be received by the Town of Scarborough, (herein called the "OWNER"), at the Purchasing Office located in Scarborough Town Hall at 259 U.S. Route 1, Scarborough, Maine 04074 until **2:00 p.m. Prevailing Time, Tuesday March 29th, 2022**. THIS IS NOT A PUBLIC BID OPENING.

Each Bid must be submitted in a sealed envelope, addressed to:

Town of Scarborough
Purchasing Department
259 U.S. Route 1
Scarborough, Maine 04074

Faxed and/or emailed bids will not be accepted.

Each sealed envelope containing a hard copy Bid and an electronic copy of the bid on a flash drive, and must be plainly marked on the outside as Bid for **Gorham Road Phase 2 Project**.

The envelope should bear on the outside the name of the Bidder, their address, their license number if applicable and the name of the project for which the Bid is submitted. If forwarded by Registered Mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed to the Owner.

All Bids must be made on the required Bid form. All blank spaces for Bid prices must be filled in, in ink, or typewritten, and the Bid form must be fully completed and executed when submitted. Only one hard copy of the Bid form is required, along with an electronic copy on a flash drive.

The Town of Scarborough reserves the right to accept or reject any or all bids received, waive informalities, and award the contract to the lowest responsible bidder, with or without consideration of Bid Alternates. Town of Scarborough also reserves the right to reduce or increase the Scope of Work match available funds. Any Bid may be withdrawn prior to the above scheduled time for the opening of Bids or authorized postponement thereof. The Town of Scarborough also reserves the right to delete any bid item. Any Bid received after that time and date specified shall not be considered. No Bidder may withdraw his Bid within 90 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the Owner and the Bidder.

Bidders must satisfy themselves of the accuracy of the estimated quantities in the Bid Schedule by examination of the site and a review of the drawings and specifications including Addenda. After Bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.

A description of the payment items, together with the intended bid evaluation procedures is contained in Section 10 – Measurement and Payment of the Technical Specifications.

The Contract Documents contain provisions required for the construction of the Project. Information obtained from an officer, agent, or employee of the owner or any other person shall not affect the risks or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the contract.

Each Bid must be accompanied by a Bid Bond payable to the Owner for five percent (5%) of the total amount of the Base Bid Amount. As soon as the Bid prices have been compared, the Owner will return the bonds of all except the three lowest responsible Bidders. When the Agreement is executed, the Bonds of the two remaining unsuccessful Bidders will be returned. The Bid Bond of the successful Bidder will be retained until the Payment Bond and Performance Bond have been executed and approved, after which it will be returned. A certified check may be used in lieu of a Bid Bond.

Contractors should obtain such construction insurance (i.e. fire and extended coverage, workman's compensation, public liability and property damage, and "all risk" builders insurance) as is customary and appropriate. Minimum insurances for which certificates will be required are defined in the general conditions of the contract.

Attorneys-in-fact who sign Bid Bonds or Payment Bonds and Performance Bonds must file with each bond a certified and effective dated copy of their power of attorney.

The party to whom the contract is awarded will be required to execute the agreement and obtain the Performance Bond and Payment Bond equal to 100% of the contract value within ten calendar days from the date when Notice of Award is delivered to the Bidder. The Notice of Award shall be accompanied by the necessary Agreement and Bid forms. In case of failure of the Bidder to execute the Agreement, the Owner may at his option consider the Bidder in default, in which case the Bid Bond accompanying the proposal shall become the property of the Owner.

The Owner within 10 days of receipt of the acceptable Performance Bond, Payment Bond and Agreement signed by the party to whom the Agreement was awarded shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the Owner not execute the Agreement within such period, the Bidder may by written notice withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice of the Owner.

The Notice to Proceed shall be issued within 3 business days of the execution of the Agreement by the Owner. Should there be reasons why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between the Owner and Contractor. If the Notice to Proceed has not been issued within the 3 business day period or within the period mutually agreed upon, the Contractor may terminate the Agreement without further liability on the part of either party.

The Owner may make such investigations as he deems necessary to determine the ability of the Bidder to perform the Work and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Agreement and to complete the Work contemplated therein.

A conditional or qualified Bid will not be accepted. Award will be made to one Bidder.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout.

Each Bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the Contract Documents. The failure or omission of any Bidder to do any of the foregoing shall in no way relieve any Bidder from any obligation in respect to his Bid.

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 Kim Morrison, Purchasing Specialist, Town of Scarborough, 259 US Route One, Scarborough, ME 04074 (email: kmorrison@scarboroughmaine.org) and to be given consideration, must be received at least four (4) business days prior to the date fixed for the opening of bids (by March 23rd, 2022). 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 emailed, with return receipt requested, to all prospective bidders, at the respective addresses furnished for such purposes, no later than two (2) business days prior to the date fixed for the opening of bids (by March 25th, 2022). Failure of any bidder to receive any such addendum 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.

Wherever it may be written that an equipment manufacturer must have a specified period of experience with his product, equipment which does not meet the specified experience period can be considered if the equipment supplier or manufacturer is willing to provide a bond or cash deposit for the duration of the specified time period which will guarantee replacement of that equipment in the event of failure.

Whenever a material, article, or piece of equipment is identified by reference to a manufacturer or trade name, it shall be understood that this is referenced for defining the performance of the material, article, or piece of equipment and that other products of equal capacities, quality and function shall be considered. It shall be the CONTRACTOR'S responsibility to coordinate all submittals to the TOWN ENGINEER for approval to eliminate any conflicts which might arise due to the use of the "or equal" item. Any additional costs incident to the use of "or equal" items will be paid by the CONTRACTOR.