

SECTION 001200 - INVITATION TO BIDDERS

1. Sealed bids for the **TCC/Shore Transit Bus Maintenance Facility Project – Phase II** will be received by Tri County Council for the Lower Eastern Shore, Administrative Division, 31901 Tri-County Way, Salisbury, MD 21804 until 2:00 PM local time on Wednesday, February 1, 2012. A Maryland Business License is required for both contractors and subcontractors at the time of bid.
2. A Pre-Bid Meeting will be held at 2:00 PM local time on Wednesday, January 11, 2012. This meeting will be held at the project site, on 31901 Tri-County Way, Salisbury, Maryland 21801. The purpose of this meeting is to review the project and answer questions and clarify issues relating to the bid process. The project site will be toured at the conclusion of this meeting.
3. Contract documents are on file at the office of the printer, DiCarlo Printing, 2006 Northwood Drive, Salisbury, Maryland 21801, 410.749.0112 or 800.974.6298. Copies of documents will be available by end of business day Thursday, January 5, 2012. Contract documents are available at cost, non-refundable. Purchaser must select sheets. All bidders must notify the printer of their interest in order to receive any addenda. It is recommended that all bidders and subcontractors purchase full sets. Owner and Architect are not responsible for bidders and/or subcontractors not obtaining the information provided through the full set of contract documents.
4. Each Bid must be submitted in a sealed envelope, addressed to Tri County Council for the Lower Eastern Shore. Each sealed envelope containing a Bid must be plainly marked on the outside, as **TCC/Shore Transit Bus Maintenance Facility Project – Phase II**, and the envelope should bear on the outside the Bidder's name and address. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed as indicated above.
5. 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 (1) copy of the Bid Form is required. A conditional or qualified Bid will not be accepted. Bids should be submitted in a sealed envelope, addressed to Tri County Council for the Lower Eastern Shore.
6. Bidders must satisfy themselves of the accuracy of the estimated quantities in the Bid schedule by examination of the site and 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. 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 its Bid.
7. Each Bid must be accompanied by a Bid Bond payable to the Owner for ten percent (10%) of the total amount of the Bid. When the Agreement is executed the bonds of the 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. The form of the Bid Bond shall be AIA Document A310-1970 Bid Bond or equivalent. A certified check may be used in lieu of a Bid Bond.
8. A Performance Bond and Labor and Material Payment Bond in the full amount of the contract award will be required by the successful bidder prior to the execution of the contract. The form of the bonds shall be AIA Document A312-1984.

9. It is the intention of the Owner to award a Contract to the lowest qualified bidder whose bid is determined to be the most advantageous to the Owner considering price, experience with this type of work, compliance with bidding qualifications, construction schedule and other submissions in accordance with the requirements of the Bidding Documents and does not exceed available funds. The Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's own best interest. The Owner intends to execute the contract for the full project using AIA A101-2007 *Standard Form of Agreement Between Owner and Contractor*.
10. It is the intention of the Owner to award a Contract to the bidder whose Proposal best meets the following Criteria:

- A. DBE Participation.** The DBE goal for this project is 24.02% of the total contracted project cost. Proposals that meet the goal of 24.02% will be given priority.

All Proposals **MUST complete the MDOT DBE Forms A, B, C, and D.** Any Proposal that does not contain these completed forms will be considered nonresponsive and will not be evaluated.

Form A Part 1. All Proposals must identify the amount of DBE participation they will achieve (From B). Those that meet or exceed the 24.02% should check off the first block. Those not meeting or exceeding the goal **must check off the second block and request a waiver.** Any proposal that does not meet or exceed the goal and does not request a waiver will be considered incomplete and will be discarded.

Form B. The Work Sheet and Part 2, DBE Participation Schedule, must be completed or Proposals will be considered non responsive and not be evaluated.

Form C. Efforts to identify DBE firms include research of approved firms on the Maryland Department of Transportation's website, www.mdot.maryland.gov. On the homepage click on Minority /Disadvantaged Business Enterprise. On the next page to appear, click on MBE/DBE Directory. Follow the instructions to identify applicable NAIS codes. Then search the counties within a reasonable distance to the worksite for **DBE firms. DO not look for MBE firms. A copy of the printout of identified firms must be submitted with Form C, even if it shows no registered firms.**

Outreach to identified firms must demonstrate a good faith effort. While one element can be running an advertisement in local papers to solicit DBE firms, this by itself **DOES NOT** prove best faith effort. Additional actions include sending letters to listed firms or calling them directly to see if they are interested in being a subcontractor on this project. Copies of all letters and any responses and/or a log of all phone conversations identifying date and time of call, person spoken to, and if they were or were not interested in participating.

Form D. Form D must be completed. Any Proposal that does not contain these completed forms will be considered nonresponsive and will not be evaluated. Firms that propose no DBE participation should mark this form NA.

- B. Cost.** It is the intent of the owner to award a contract to the lowest qualified bidder who best meets the DBE participation goal as described above and whose bid is determined to be the most advantageous to the Owner considering price, experience with this type of work, compliance with bidding qualifications, construction schedule and other submission in

accordance with the requirements of the Bidding Documents and does not exceed available funds.

C. Other Criteria. Proposals will be evaluated on the following(see attached bid evaluation/selection matrix):

- Fully completed and Executed Bid From
- Required Bid bond
- Experience with Project Type
- Accepted Proposed Construction Schedule

The Owner intends to execute the contract for the full project using AIA A101-2007 *Standard Form of Agreement Between Owner and Contractor*.

11. Certified Minority Business Enterprises are encouraged to respond to this solicitation notice.
12. Attention is called to provisions for minimum wages (Davis-Bacon Act). Bidders should base their labor rates on the most recent published. Attention is also called to other Federally mandated clauses in the Supplementary General Conditions.
13. The Owner may waive any informalities or minor defects 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 ninety (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.
14. 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.
15. The party to whom the contract is awarded will be required to execute the Agreement and obtain the Performance Bond and Payment Bond with ten (10) calendar days from the date when Notice of Award is delivered to the Bidder. In case of failure of the Bidder to execute the Agreement, the Owner may consider the Bidder in default, in which case the Bid Bond accompanying the proposal shall become the Property of the Owner.
16. The Owner, within ten (10) days of receipt of acceptable Performance Bond and 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 the signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the Owner.
17. The Notice to Proceed shall be issued within fifteen (15) 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.
18. The Contract Documents contain the 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 the contractor from fulfilling any of the conditions of the contract.

19. 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.
20. Owner: Tri County Council for the Lower Eastern Shore of Maryland, Owner's Representative and Primary Contact: Riggin Johnson, Transit Director, 31901 Tri County Way, Administrative Division, Salisbury, Maryland 21804, Phone: 410.632.3300
21. Architect: Becker Morgan Group, Inc., 312 West Main Street, Suite 300, Salisbury, MD, 21801. Phone: 410.546.9100. Architect's Representatives: Brad A. Hastings, AIA, LEED AP and William E. Sieg, AIA.
22. Bidders shall examine the Bid Documents carefully and shall promptly notify the Architect of any ambiguity, inconsistency or error, which they may discover. All work reasonably inferable or required to provide a complete and usable facility is to be included in the bid.
23. Bidders requiring clarification, interpretation, or correction, of the bidding documents, shall make a **written** request by the Architect. Direct requests to **Attn: William E.Sieg, Becker Morgan Group Architects: fax: 410-546-5824 or e-mail, PREFERRED: wsieg@beckermorgan.com.** Deadline for any questions will be received by the Architect until 2:00 PM local time, 7 business days prior to the bid-due date or the question cut-off date, whichever is earlier. Phone calls and verbal requests for interpretation will not be accepted.
24. Any interpretation, correction or change of the Bid Documents will be made by Addendum only. Interpretations, corrections, or changes of the Bid Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections, and changes. **Addenda will be in written form and may be faxed or sent electronically.** Contractor is responsible to ensure receipt of any and all addendums.
25. Provisions for Liquidated Damages as defined in the Supplementary General Conditions apply to this contract.

By order of: Riggin Johnson, Transit Director, Tri County Council for the Lower Eastern Shore of Maryland.

END OF INVITATION AND INSTRUCTIONS TO BIDDERS