

SECTION 002000 – SUPPLEMENTARY INSTRUCTIONS TO BIDDERS  
(Modifications to AIA A701-1997 Edition)

Article 3 - BIDDING DOCUMENTS

3.1 COPIES

Delete present 3.1.1 and insert new as follows:

- 3.1.1 “Bidders may obtain complete sets of the bidding documents as designated in the Invitation to Bid.”

Article 4 - BIDDING PROCEDURES

Add new paragraphs:

- 4.3.1.1 Only one original bid form and only one original of other forms required at bid time need to be submitted. Owner will make his own copies of bids and other forms required of bidder.

- 4.3.5 State License and Tax Requirements: Each Contractor and Subcontractor shall be licensed to do business in the State of Maryland and shall pay all fees and taxes due under State Laws.

- 4.3.6 Equal Employment Opportunity: During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The Contractor will take affirmative action to ensure the applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment notices to be provided by the contracting agency setting forth his nondiscrimination clause.

- 4.3.7 The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.

Article 5 - CONSIDERATION OF BID

- 5.3.1 Delete entirely, insert new 5.3.1 as follows:

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, 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.

- 5.3.2 Delete and replace with new 5.3.2 as follows:

"If alternates are solicited in the Construction Bid Form, alternates may be awarded at the

discretion of the Owner in the order in which the alternates are listed in the Construction Bid Form; provided that the Owner may forego the award of an alternate for which funds are not available but may award one or more succeeding alternates, in the order listed in the bid form, for which funds are available."

Article 6 – POST BID INFORMATION

6.2 Delete in entirety.

Article 7 - PERFORMANCE BOND & LABOR AND MATERIAL PAYMENT BOND

7.1 BOND REQUIREMENTS

Add new paragraphs:

7.1.1.1 "The Contractor shall provide a Performance Bond and a Labor and Material Payment Bond in the amount of one hundred percent of the Contract Award written in the standard form of AIA Document A312. The cost of the bond shall be paid by the Contractor and included in his Bid as a unit price."

7.1.1.2 "The Contractor shall provide a Labor and Material Payment Bond in the amount of one hundred percent of the Contract Award written in the standard form of AIA Document A312. The cost of the bond shall be paid by the Contractor and included in his Bid."

7.1.1.3 "Bonds shall be written by companies satisfactory to the Owner and licensed in Maryland."

7.1.1.4 "The bond shall also contain the successful Bidder's guarantee to indemnify and save harmless the Owner and their agents, servants and employees from all costs, damages and expenses growing out of or by reason of the successful Bidder's failure to comply and perform the work and complete the contract in accordance with the contract."

7.1.1.5 "Bonds shall be submitted with the executed contract."

END OF SUPPLEMENTARY INSTRUCTIONS TO BIDDERS