

## INFORMATION FOR BIDDERS

### 1. SUBMISSION OF BIDS:

- (A) The Owner reserves the right to consider informal any bid not prepared and submitted in accordance with the provisions of this Information for Bidders and the General Conditions and to waive any informalities in or to reject any or all bids either before or after opening. No bidder may withdraw a bid within forty-five (45) business days after the actual date of the opening thereof.

### 2. PREPARATION OF PROPOSAL:

- (A) Bidders shall prepare their bids on the "Form of Proposal" sheets furnished by the Engineer and available at the Engineer's Office. All blank spaces pertinent to the Contract category proposal must be filled in, in both words and figures, with the unit price for the item or the lump sum for which the proposal is made.
- (B) All bids together with bid security must be submitted in sealed envelopes bearing on the outside of the envelope the name of the bidder, his address, the name of the project and the branch of work covered by the bid. If forwarded by mail or other form of courier, the sealed envelope containing the proposal, marked as above, must be enclosed in another envelope addressed to the Owner. Each bidder shall assume the risk of any delay in the mail or in handling of mail by employees of the Owner or others.
- (C) IMPORTANT: In the event that a prospective bidder, after securing drawings and specifications, decides not to present a proposal for the work, it is requested that the Engineer be so notified at earliest possible moment prior to the date of receipt of bids. All drawings and specifications shall be returned to the Engineer's Office and if returned in good condition within 30 days following the award of the Contract covered by such Plans and Specifications, a partial reimbursement in an amount equal to the full amount of such deposit less the actual cost of reproduction of the Plans and Specifications, and less postage and handling, shall be made.

### 3. BID PROPOSALS AND BIDDERS:

- (A) The Owner reserves the right to reject any or all bid proposals and to waive any informalities or defects in such proposals whether before or after the time of opening of bids.
- (B) Bidders may not withdraw proposals within forty-five (45) days following date of opening of bids.
- (C) All costs in connection with preparation and submission of bid proposals shall be borne by the bidders.
- (D) Bidders shall submit promptly upon request of the Owner or Engineer documentary evidence as to financial, technical, and practical ability to carry out the work.

### 4. QUALIFICATIONS OF BIDDERS:

- (A) The Owner may make such investigation as he deems necessary to determine the ability of the bidder to perform the work. The bidder shall furnish to the Owner all information and data for this purpose as the Owner may request including but not limited to current financial statements and a list of completed projects (within the last three years) with names and addresses of Owners.
- (B) 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 contract and to complete the work contemplated therein.
- (C) Conditional bids will not be accepted.

### 5. BID SECURITY:

- (A) Each bid must be accompanied by certified check of the bidder or by a bid bond prepared on a standard approved form, duly executed by the bidder as principal, and having as surety thereon a surety company authorized to do business within the State of New York.

- (B) Bid security shall be in an amount not less than 5% of the base bid or not less than 5% of the sum of base bids where such base bids may be considered cumulative. Such checks will be returned to all except the three lowest formal bidders, within three working days after the formal opening of bids & the remaining cash or checks will be returned to the three lowest bidders within 48 hours after the Owner and the accepted bidder have executed a contract. If no contract has been so executed within 45 days after the opening of bids, bid security will be returned upon demand of the bidder at any time thereafter so long as he has not been notified of the acceptance of his bid.

6. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT:

- (A) The successful low bidder, upon his failure or refusal to execute and deliver the contract and required bonds and insurance within 15 days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid, as specified in Paragraph 5.

7. CONDITIONS OF WORK:

- (A) 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 obligations 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.
- (B) 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.

8. ADDENDA AND INTERPRETATIONS:

- (A) No interpretations of the plans, specifications or other contract documents will be made to any bidder orally. **All requests for such interpretations shall submitted in writing to BCA Architects & Engineers (on the attached RFI Form).** To be given consideration a request for interpretation the RFI form must be received at least six days prior to the date fixed for the opening of bids. Any and all interpretations and any supplemental instructions will be issued in the form of written addenda. If issued, the addenda will be sent by UPS or via facsimile, to respective addresses furnished for such purposes, not later than two (2) days prior to the day fixed for opening Bids. Failure of any Bidder to receive any such addenda shall not relieve said Bidder from any obligation under his Bid as submitted. All addenda so issued shall become part of the Contract Documents
- (B) Prospective Bidders are cautioned concerning the use of a Post Office Box address as facsimile addenda cannot be sent to Post Office Boxes.

9. SECURITY FOR FAITHFUL PERFORMANCE:

- (A) Simultaneously with his delivery of the executed contract, the successful bidder must deliver to the Owner three (3) originals of an executed bond in the amount of 100% of the accepted bid as security for the faithful performance of the contract and for the payment of all persons performing labor or furnishing materials in connection therewith, prepared in the standard form of Performance Bond, Labor and Materials Payment Bond, AIA Form A-311 and having as surety thereon such surety company or companies as are acceptable to and approved by the Owner, and as are authorized to transact business in New York State. Each Bidder must obtain and submit with his Bid the Statement of Surety's Intent attached to the Bid form, completed and signed by a duly authorized surety company licensed to do business in New York State. This requirement will not apply in the case of contracts for supplies only and involving no labor on the site.
- (B) All Certificates of Insurance and Surety Bonds shall be delivered to the Engineer following award and at least one (1) week before the initial Pre-Construction Meeting in order to provide a timely and proper review of these documents prior to execution of the Contracts.

10. POWER OF ATTORNEY:

- (A) Attorneys in fact who sign bid bonds or contracts bonds must file with each bond a certified copy of their power of attorney to sign said bonds.

11. STATE LAWS AND REGULATIONS:

- (A) The Contractor and each and every sub-contractor performing the work at the site of the project to which this contract relates shall comply with the applicable provisions of the "Labor Law," as amended, of the State of New York, and all other applicable laws and regulations governing such activities.
- (B) Dust Hazards:
  - 1. If, in the construction of the work covered by the Contract, a harmful dust hazard is created for which appliances or methods for the elimination of the dust have been approved by the Board of Standards and Appeals, such appliances or methods shall be installed and maintained and effectively operated by the Contractor at his expense.
  - 2. The Contract shall be void and of no effect unless the Contractor complies with the provisions of this subdivision of the Contract and Labor Law Section 222-a.
- (C) Non-Collusion Certification: Each bidder shall complete the Non-Collusive Bidding Certification attached to the Bid form.
- (D) Worker's Compensation: This Contract shall be void and of no effect unless the person or corporation making or performing such contract shall secure compensation for the benefit of, and keep insured during the life of such contract, such employees, in compliance with the provision of the Worker's Compensation Law and General Municipal Law Section 108.
  - 1. Effective September 9, 2007, all out-of-state employers (contractors and sub-contractors) working in New York State will be required to carry full, statutory New York State Workers' Compensation Insurance Policy. New York must be listed in Item 3A on the Information Page of the employer's workers' compensation policy in order to meet this requirement.
- (E) Lien Law:
  - 1. The attention of the Contractor is invited to the provisions of the Lien Law of the State of New York, wherein funds received by a contractor for a public improvement are declared to constitute trust funds in the hands of such contractor to be applied first to the payment of certain claims.
- (F) The November 9, 1997 guidelines set forth by the New York State Department of Labor regarding Certified Payrolls are as follows:
  - 1. "Every contractor and sub-contractor shall submit to the department of jurisdiction within thirty days after issuance of its first payroll, and every thirty days thereafter, a transcript of the original payroll record, as provided by this article, subscribed and affirmed as true under penalties of perjury. The DEPARTMENT OF JURISDICTION shall be required to receive and maintain such payroll records. The original payrolls or transcripts shall be preserved for three years from the completion of the work on the awarded project." *Excerpted from "The Fair Contractor"*
  - 2. Payroll shall be sent direct to the Owner. Bernier, Carr & Associates cannot accept the certified payrolls nor do we require copies of the transmittal to the Owner.
- (G) This provision is an addition to the existing prevailing wage rate law, Labor Law 220, Section 220-h. It requires that on all public work projects of at least \$250,000.00, all laborers, workers and mechanics working on the site, be certified as having successfully completed the OSHA 10-hour construction safety and health course. It further requires that the advertised bids and contracts for every public work contract of at least \$250,000.00, contain a provision of this requirement.

12. FEDERAL REGULATIONS:

- (A) Each Contractor and every sub-contractor performing work(including but not limited to repair, renovation, reconstruction and painting) that will disturb lead based paint existing within the project that house children under the age of six (6) shall comply with US EPA 40 CFR 745.80 Subpart E (also known a Lead Renovation, Repair and Painting Rule) effective April 22, 2010. The contractor (firm) and the individuals completing the work shall be certified in accordance with the US EPA requirements and shall provide copies of such certification to the Owner prior to the commencement of all work.

13. OBLIGATION OF BIDDER:

- (A) 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 drawings 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 bid.

14. EXEMPTION FROM SALES AND COMPENSATING USE TAXES:

- (A) The Owner is exempt from payment of sales and compensation taxes of the State of New York and of cities, counties and other sub-divisions of the State, of materials sold to it pursuant to the provisions of this contract. These taxes are not to be included in bids.
- (B) Contractor's purchases of tangible personal property which do not become an integral component part of the exempt organization's real property, and are consumed by the Contractor as well as purchases of taxable services, are subject to tax.

15. TIME OF COMPLETION:

- (A) Bidders are advised that time of completion is of the essence and shall be taken into account, by the Bidders, in the preparation of the proposals.
- (B) See Milestone Construction Schedule Specification Section 00 3113 for completion date.
- (C) Refer to Paragraph 12.4 and 12.5 of the Supplementary Conditions for information concerning damages for stretch out and delay.

16. POST BID INFORMATION:

- (A) Within 96 hours of the Bid Opening the apparent low bidder shall furnish in writing, the following information to the Engineer if so requested.
1. Statement that project can be completed within established time.
  2. Preliminary progress schedule showing dates for major elements of construction and dates by which major sub-contracts will be awarded.
  3. List of proposed major sub-contractors.
  4. AIA - Contractor Qualification Statement.
  5. Financial Statement.
  6. List of References.

17. APPROVAL OF SUB-CONTRACTORS:

- (A) Requests for approval of major sub-contractors, and other sub-contractors as may be designated by the Engineer, shall include a written statement by the proposed sub-contractor that delivery and installation of materials and equipment can and will be performed in accordance with the approved progress schedule.
- (B) After bid opening, if the Engineer or Owner require the identity of certain Subcontractors, Suppliers or other persons and organizations (including those who are to furnish the principal items of material and equipment) to be submitted, the apparent Successful Bidder, and any other Bidder so requested, shall within seven (7) days after the request submit to the Engineer a list of all such Subcontractors, Suppliers, and other persons or organizations proposed for those portions of the work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification.
- (C) Subcontractors must be persons or firms that perform work with persons either in their direct employ or over whom they have personal and direct subdivision.

18. EXAMINATION OF SITES:

- (A) Bidders shall be presumed to have visited the site prior to submission of proposals and to have familiarized themselves with surface and sub-surface conditions, existing structures and any and all conditions that may in any way affect the work. Failure to have so acted shall in no way relieve bidders from any obligations in respect to their bids.

19. EQUIVALENT/ "OR EQUAL" ITEMS:

- (A) In the Specifications, two or more kinds, types, brands, or manufacturers or materials are regarded as the required standard of quality and are presumed to be equal. The Contractor may select one of these items or, if the Contractor desires to use any kind, type, brand, or manufacturer or material other than those named in the specifications, they shall indicate in writing, when requested, and prior to award of contract, what kind, type, brand, or manufacturer is included in the base bid for the specified item.

20. HAZARDOUS WASTES:

- (A) It shall be the responsibility of all Contractors and subcontractors to strictly adhere to all Federal, State and Local Regulations pertaining to the use, transportation and disposal of hazardous wastes. These are to include, but not be limited to, the following:
1. Asbestos-containing materials
  2. Contamination of the atmosphere
  3. Contamination of soil surface or subsurface
  4. Contamination of water or water courses
  5. Contamination of objects or any other intangible matter
- (B) At the time of project close-out, each Contractor will be required to submit a post-construction certification that they have complied with the requirements as outlined.

21. HAZARDOUS MATERIALS

- (A) It shall be the responsibility of all contractors and subcontractors to furnish materials free of hazardous materials including but not limited to lead, asbestos, PCBs, and any and all material deemed hazardous by the EPA.

22. AWARD OF CONTRACT:

- (A) The Owner reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time or changes in the work and to negotiate contract terms with the Successful Bidder, and the right to disregard all non-conforming, non-responsive, unbalanced, or conditional Bids. Also, the Owner reserves the right to reject the Bid of any Bidder if the Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the Owner. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- (B) In evaluating Bids, the Owner will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such supplier alternatives, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- (C) The Owner may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. The Owner may also consider the operating costs, maintenance requirements, performance data, and guarantees of major items of materials and equipment to be submitted prior to the Notice of Award.

- (D) The Owner may conduct such investigations as the Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, and other personal and organizations to perform and furnish the work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.

23. BID REQUIREMENTS AND CONSIDERATIONS:

- (A) If the Bid is made by a corporation, the official corporation name shall be given, and the Bid shall be signed by an authorized officer of the corporation, and the corporate seal affixed. If the Bid is made by a partnership, the official name as it appears on the Assumed Name Certificate shall be given and the Bid shall be signed by a general partner. If the Bid is made by a sole proprietorship, the Bid shall be signed by the individual Owner.
- (B) All attachments, certifications or acknowledgments attached to the Bid shall be executed in the same manner as the Bid.
- (C) Where noted in the Bid, Bidders must submit a separate price for all materials and supplies required for the construction of the project, and a separate price, exclusive of materials and supplies, for all work and labor required for the construction of the Project. In such cases, Bidders must also submit a total Bid for the entire Project which is computed by adding together the Bid for materials and supplies and the Bid for work and labor.

24. MINIMUM WAGE RATE SCHEDULE:

- (A) Wage Rates: In accordance with Sections 220, Sub-division 3, and 220-D of the New York State Labor Law, there shall be paid each employee engaged in work on the project under this contract in the trades or occupations, not less than the prevailing rate set for the trade or occupation in which he is engaged.
- (C) In the event that the Contractor wishes to employ occupations other than that listed in these specifications, he shall request the establishment of a rate for that occupation and they shall pay the rate so established. This payment shall be retroactive if applicable.
- (D) Wage Rate Redetermination: New Wage Rates may be re-determined during the course of work under this contract by the New York State Department of Labor; Contractors shall use the re-determined Wage Rates when applicable and shall compensate for this increase in their bid proposal. The contract will not be changed nor will the Owner pay for any Wage Rate increase after the bid proposals have been submitted. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website [www.labor.state.ny.us](http://www.labor.state.ny.us). Updated PDF copies of your schedule can be accessed by entering the assigned PRC# at <http://wpp.labor.state.ny.us/wpp/showFindProject.do?method=showIt>.

**END OF SECTION**



