00.21.25
INSTRUCTIONS TO BIDDERS
Projects $25,000-$100,000

ARTICLE 1. BIDDER'S REPRESENTATION

1.1 Each General Bidder (hereinafter called the **"Bidder"**) by making a bid (hereinafter called **"bid"**) represents that:

1. The Bidder has read and understands the Contract Documents and the bid is made in accordance therewith.
2. The Bidder has visited the site and is familiar with the local conditions under which the Work has to be performed.

1.2 Failure to so examine the Contract Documents and site will not relieve any Bidder from any obligation under the bid as submitted.

ARTICLE 2. CONTRACTOR'S CERTIFICATION OSHA SAFETY TRAINING & LEAD

2.1 All employees who work on Massachusetts public works construction sites must have no less than 10 hours of OSHA-approved safety and health training. See Chapter 306 of the Acts of 2004,

2.2 The Contractor and all subcontractors on this project will be required to provide certification of compliance with this requirement in accordance with the provisions of Section 00.73.43 of these Contract Documents.

2.3 The Contractor and all subcontractors shall provide evidence of compliance with Certifications re: EPA regulation 40 CFR 745.

ARTICLE 3. REQUESTS FOR INTERPRETATION

3.1 Bidders shall promptly notify the Architect of any ambiguity, inconsistency, or error, which they may discover upon examination of the Contract Documents, the site, and local conditions.

3.2 Bidders requiring clarification or interpretation of the Contract Documents shall make a written request to the Architect. The Architect will answer such requests if received seven (7) calendar days before the date for receipt of the bids.

3.3 Interpretation, correction, or change in the Contract Documents will be made by written Addendum, which will become part of the Contract Documents. Neither the Housing Authority nor the Architect will be held accountable for any oral interpretations, corrections, or changes.

3.4 Addenda will be mailed by the Architect by U.S Postal Service, certificate of mailing, to every individual or firm on record as having taken a set of Contract Documents.

3.5 Copies of addenda will be made available for inspection at the locations listed in the Advertisement where Contract Documents are on file.

ARTICLE 4. PREPARATION AND SUBMISSION OF BIDS

4.1 Bids shall be submitted on the "Form for General Bid" furnished at no cost by the Housing Authority. The forms enclosed in the Project Manual shall not be extracted or used.

Additional forms are available at the location listed in the Advertisement.

4.2 All entries on the bid form shall be made by typewriter or in ink.
Where so indicated on the bid form, sums shall be expressed in both words and figures. Where there is a discrepancy between the bid sum expressed in words and the bid sum expressed in figures, the words shall control.

4.3 Bid Deposits shall be:

1. at least five percent (5%) of the greatest possible bid amount, considering all alternates;
2. made payable to the Housing Authority;
3. conditioned upon faithful performance by the principal of the agreements contained in the bid; and
4. in the form of:
   - **(a.)** cash,
   - **(b.)** certified check, treasurer's or cashier's check issued by a responsible bank or trust company, or
   - **(c.)** a bid bond issued by a surety company licensed to do business in the Commonwealth of Massachusetts.

4.4 Bid deposits of the three (3) lowest responsible and eligible General Bidders shall be retained until the execution and delivery of the Owner/Contractor Agreement.

4.5 The General Bid Form and the bid deposit shall be enclosed in a sealed envelope with the following plainly marked on the outside:

General Bid for:

- **Housing Authority State-Aided Project No.**
- **Bidder's Name, Business Address, and Phone Number**

4.6 Date and time for receipt of bids is set forth in the Advertisement.

4.7 Timely delivery of a bid to the location designated shall be the full responsibility of the Bidder.

ARTICLE 5. ALTERNATES

5.1 Each General Bidder shall acknowledge Alternates by listing the individual Alternate number in Section C on the Form for General Bid and enter the dollar amount of addition or subtraction necessitated by each Alternate listed in the corresponding space.

5.2 General Bidders shall enter on the Form for General Bid a single amount for each Alternate the amount for work performed by the General Contractor.

5.3 In the event an Alternate does not involve a change in dollar value, the Bidder shall so indicate by listing the individual Alternate number and acknowledge the Alternate by inserting **"No Change", "No Charge", "N/C" or "0"** in the corresponding space provided for the dollar value of that Alternate.

5.4 The Low Bidder will be determined on the basis of the sum of the base bid and the accepted alternates.

ARTICLE 6. WITHDRAWAL OF BIDS

6.1 Before Opening of Bids

Any bid may be withdrawn prior to the time designated for receipt of bids upon written request. Withdrawal of bids must be confirmed over the Bidder's signature by written notice post-marked or sent by facsimile on or before the date and time set for receipt of bids.

Withdrawn bids may be resubmitted up to the time designated for the receipt of bids.

6.2 After Opening of Bids

Bidders may withdraw a bid, without penalty, any time up to the time of Award as defined in paragraph 8.1, and upon demonstrating, to the satisfaction of the Housing Authority, that a bona fide clerical error was made during the preparation of the bid. Failure to conclusively demonstrate a bona fide clerical error may result in forfeiture of the bid deposit.

ARTICLE 7. CONTRACT AWARD

7.1 Award means both the determination and selection of the lowest, responsible and eligible bidder, by Housing Authority board vote.

7.2 The Housing Authority will award the contract to the lowest responsible and eligible bidder within thirty days, Saturdays, Sundays, and legal holidays excluded after the opening of bids in accordance with M.G.L. c.149 §44A.

7.3 The award of this Contract is subject to the approval of the Undersecretary of the Commonwealth of Massachusetts, Department of Housing and Community Development (DHCD) or its Designee. Contracts without DHCD approval shall not be considered valid.

7.4 The Housing Authority reserves the right to waive any informality in or to reject any or all Bids if it be in the public interest to do so.

7.5 As used herein, the term "lowest responsible and eligible bidder" shall mean the General Bidder whose bid is the lowest of those Bidders demonstrably possessing the skill, ability, and integrity necessary for the faithful performance of the work, and who meets the requirements for Bidders set forth in M.G.L. c.l49 §44A-J and is not debarred from bidding under M.G.L. c.l49 §44C; and who shall certify that they are able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work.

ARTICLE 8. FORMS REQUIRED FOR CONTRACT APPROVAL

8.1 Upon Award, the General Bidder shall complete the following forms to ensure prompt contract validation. These forms will be provided to the selected General Bidder by DHCD.

8.2 Submit (3) originals of each of the following:

1. **Owner/Contractor Agreement and Form of Corporate Vote.**
2. **Form of Contractor's Equal Employment Certification** in accordance with Section 00.73.36 of the General Conditions.
3. **Form of Performance Bond and Form (00.61.13) and Form of Payment Bond (00.61.16)** must be submitted by the General Contractor on DHCD's form, in accordance with the General Conditions. The dates on the bonds must coincide with the contract date, and a current Power-of-Attorney must be attached to each bond.
4. **Insurance Certificates for the General Contractor** are required and must be submitted in accordance with the General Conditions**.**

   General Contractors must indicate on Builders Risk insurance Certificate or installation floater if stored materials are covered.
5. **Company Certification of Compliance with EPA Regulation 40 CFR 745** must be submitted before Contract validation

ARTICLE 9. CONTRACT VALIDATION

9.1 The Owner-Contractor Agreement shall not be valid until signed by the Undersecretary of DHCD.

9.2 The Notice to Proceed for construction shall not be issued until the Owner/Contractor Agreement has been validated by the Undersecretary of DHCD.

9.3 Incomplete or unacceptable submissions of forms required by paragraph 9.2 will delay the validation of the Owner/Contractor Agreement by DHCD.

END OF 00.21.25
INSTRUCTIONS TO BIDDERS