

INSTRUCTIONS TO BIDDERS

1. FILLING OUT BID FORMS

- A. Make an original and two copies for submission. Each copy of the proposal shall be bound in a single volume. All documents submitted with the proposal shall be bound in that single volume.
- B. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the bidder to a contract, using the legal name of the signer. A bid submitted by an agent shall have current Power of Attorney attached certifying the agent's authority to bind the Bidder.
- C. Bidder shall supply all information and submittals required by the documents to constitute a proper and responsible bid.
- D. Any ambiguity in any bid as a result of omission, error, lack of clarity or non-compliance by the bidder with specifications, instructions, and/or all conditions of bidding shall be constructed in the light most favorable to the Town of Princess Anne.

2. SUBMISSION OF BIDS

- A. All copies of the Bid, the Bid Security, if any, and any other documents required to be submitted with the Bid shall be enclosed in a sealed envelope. The envelope shall be addressed to the Public Works Director and shall be identified with the project name and the bidder's name and address. If the bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "**SEALED BID ENCLOSED**" on the face thereof.
- B. Bids shall be deposited at the designated location prior to the time and date for receipt of bids indicated in the Advertisement of Invitation to Bid, or any extension made by Addendum. Bids received after the time and date for receipt of bids will be returned unopened.
- C. Bidder shall assume full responsibility for taking whatever measures necessary to ensure that the bid reaches the Director of Public Works prior to the local time and date specified for receipt of bid. The Town shall **NOT BE RESPONSIBLE** for any bid delayed in the postal or other delivery service nor any late bid, amendment, or request for withdrawal of bid, received after the bid date.
- D. Bidders or their authorized agents are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids, failure to do so shall be at the bidder's own risk.
- E. A fully executed Affidavit of Qualifications to Bid shall be attached to each bid.
- F. ALL MINORITY BUSINESS ENTERPRISE CONTRACTORS ARE ENCOURAGED TO BID

- G. All proposals shall be valid for a minimum of sixty (60) days from the date of bid opening.

3. **ACCEPTANCE OR REJECTION OF BIDS**

- A. Unless otherwise specified, the contract shall be awarded to the most **RESPONSIBLE** and **RESPONSIVE** bidder complying with the provisions of the bid documents, provided the bid price is reasonable, does not exceed the funds available, and it is in the best interest of the Town to accept it. The Town reserves the right to reject the bidder who has previously failed to perform properly in any way or complete on time contracts of a similar nature; or a bid from a bidder who, investigation shows, is not in a position to perform the contract; or a bid from any person, firm, or corporation which is in arrears or in default to the Town of Princess Anne for any debt or contract.

In determining a bidder's **RESPONSIBILITY**, the Town may consider the following qualifications, in addition to price:

- (1) Ability, capacity, and skill to provide the commodities or services required within the specified time, including future maintenance and service, including current financial statement or other evidence of pecuniary resources and necessary facilities;
- (2) Character, integrity, reputation, experience and efficiency;
- (3) Quality of past performance on previous or existing contracts, including a list of current and past contracts and other evidence of performance ability.
- (4) Previous and existing compliance with laws and ordinances relating to contracts with the Town and to the bidder's employment practices;
- (5) Evidence of adequate insurance to comply with contract terms and conditions;
- (6) Statement of current work load and capacity;
- (7) Explanation of methods to be used in fulfilling the contract.

The bidder, if requested, shall be prepared to supply evidence of his qualifications, listed above, and his capacity to perform the work; such evidence to be supplied within a specified time and to the satisfaction of the Town of Princess Anne.

In determining a bidder's **RESPONSIVENESS**, the Town shall consider whether the bid conforms in all material respects to the bid documents. The Town reserves the right to waive any irregularities that may be in its best interest to do so.

- B. The Town shall have the right to reject any and all bids, where applicable to accept in whole or in part, to add or delete quantities, to waive any informalities or irregularities in the bids received, to reject a bid not accompanied by required bid security or other data required by the bidding documents, and to accept or reject any bid which deviates from specifications when in the best interest of the Town. The Town shall have the right to award the Contract in its own best interests.

- C. The Town of Princess Anne personal property taxes must be on a current basis. If any such taxes are delinquent, they must be paid before award of Contract. Failure to pay will result in the award of bid to another firm.

4. **CONTRACT AWARD**

- A. Bids and contracts issued by the Town of Princess Anne shall bind bidders to applicable conditions and requirements herein set forth, unless otherwise specified in the bid documents, and are subject to all federal, state, and municipal laws, rules, regulations, and limitations.

5. **MODIFICATIONS OR WITHDRAWAL OF BID**

A bid may not be modified, withdrawn or cancelled by the bidder during the stipulated time period following the time and date designated for the receipt of bids, and each bidder so agrees in submitting a bid.

6. **DEFAULT**

The contract may be cancelled or annulled by the Town in whole or in part by written notice of default to the Contractor upon non-performance, violation of contract terms, delivery failure, bankruptcy or insolvency, or the making of an assignment for the benefit of creditors. An award may then be made to the next low bidder, or when time is of the essence, similar commodities and/or service may be purchased on the open market. In either event, the defaulting contractor (or his surety) shall be liable to the Town for the cost to the Town in excess of the defaulted contract price.

7. **COLLUSION/FINANCIAL BENEFIT**

- A. The bidder certifies that his/her bid is made without any previous understanding, agreement, or connection with any person, firm, or corporation making a bid for the same project; without prior knowledge of competitive prices; and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.
- B. Upon signing the bid, Bidders certifies that no member of the governing body of the Town of Princess Anne, or members of his/her immediate family, including spouse, parents of children, or any other officer or employee of the Town, or any member or employee of the Commission, Board, or Corporation controlled or appointed by the Executive Officer or Council has received or has been promised, directly or indirectly, any financial benefit, related to this contract.

8. MATERIAL QUALIFICATIONS

A sample of material to be supplied under this Contract may be requested by the Town to be provided prior to the award of the contract. All materials shall be new, standard production, unless otherwise approved by the Town of Princess Anne.

9. SUB-CONTRACTORS

The bidder may be required to submit a list of sub-contractors proposed to be used in accomplishing the work. Use of sub-contractors may be subject to approval by the Town of Princess Anne. However, at least 75% of the work must be done by the Bidder.

10. TAX EXEMPTION

The Town of Princess Anne is exempt from Federal Excise Taxes, Maryland Sales and Use Taxes, and Transportation Taxes. This exemption cannot be used by Contractors doing business with the Town of Princess Anne. Contractors are responsible for the State Sales Tax of real property furnished and installed or constructed for the Town of Princess Anne.

11. EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION

- A. All bidders are subject to and must comply with the provisions of the Town's EEO policy and applicable state and federal anti-discrimination laws. The Town encourages equal employment opportunity to businesses owned and controlled by minorities and women.
- B. The successful Contractors shall not discriminate against any employee or applicant for employment or any member of the public because of race, color, creed, religion, national origin, sex, sexual preference, disability, marital status, age; or otherwise commit an unfair employment practice. Contractor further agrees that this non-discriminatory agreement shall be incorporated by the Contractor in all contracts entered into with suppliers of commodities and services, contractors and subcontractors, and all labor organizations furnishing skilled, unskilled, and craft union skilled labor, or who may perform any such labor or services in connection with this contract.

12. INDEMNITY

- A. The successful contractor agrees to indemnify, defend, and hold harmless the Town of Princess Anne and its officers, employees, and agents from any and all liability, loss, cost, damage, and expense (including reasonable attorney's fees and court costs) resulting from, arising out of, or incurred by reason of any claims, actions, or suits based upon or alleging bodily injury, including death, or property damage arising out of or resulting from the Contractor's operations under this Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by either of them.
- B. Contractor further agrees to furnish adequate protection against damages to all work and repair damages of any kind, to the building or equipment, due to contractor's own work or to the work of other contractors for which he or his workers are responsible.

13. CONTRACTOR STATUS

The Contractor shall be responsible to the Town of Princess Anne for acts and omissions of their employees, Subcontractors, and their agents and employees, and other persons performing portions of the Work under a Contract or other arrangement with the Contractor. It is understood that the relationship of Contractor to the Town of Princess Anne shall be that of an "independent contractor". Nothing contained herein or inferable here from shall be deemed or construed to (1) make the Contractor the agent, servant, or employee of the Town of Princess Anne, or (2) create any partnership, joint venture, or other association between the Town of Princess Anne and the Contractor.

14. APPLICABLE LAWS

Bidder/prospective Contractor shall observe and comply with all applicable federal, state, and local laws and regulations in the performance of the work. This contract shall be construed and interpreted in accordance with the laws of the State of Maryland and all questions of performance hereunder shall be determined in accordance with such laws.

15. CONTACTS

Questions regarding the bidding documents or procedures should be referred to Tracy Grangier, Director of Public Works, 30489 Broad St., Princess Anne, MD 21853, or by phone at 410-651-1818 or via fax at 410-651-4226.

16. INSURANCE

Unless otherwise required by Special Conditions for this Invitation to Bid, if a contract is awarded, the bidder will be required to purchase and maintain during the life of the contract the following types and amounts of insurance (at a minimum):

A. Comprehensive General Liability Insurance

- (1) Bodily Injury Liability Limit of \$1,000,000 each occurrence;
- (2) \$1,000,000 aggregate products and completed operations;
- (3) Property Damage Liability Limits of \$1,000,000 each occurrence and \$2,000,000 aggregate with respect to those coverages subject to an aggregate limit.

ON ALL LIABILITY INSURANCE POLICIES, TOWN OF PRINCESS ANNE, ITS EMPLOYEES, AND OFFICERS MUST BE NAMED AS ADDITIONAL INSURED, AND INSURANCE CERTIFICATONS FURNISHED TO THE TOWN SHALL INDICATE SUCH COVERAGE.

B. Comprehensive Automobile Liability Insurance

Bodily Injury Limits of \$1,000,000 each person and \$1,000,000 each occurrence; and a Property Damage Liability Limit of \$1,000,000 each occurrence.

C. Worker's Compensation Insurance

Statutory coverage, including Employer's Liability coverage with a limit of at least \$500,000.

D. The bidders shall provide the Town with certificates of insurance evidencing the coverages required above. Such certificates shall provide that the Town be given at least thirty (30) days prior written notice of any cancellation of, intention to not renew, or material change in such coverage. Bidder must provide certificates of insurance before commencing work in connection with the contract.

E. THE PROVIDING OF ANY INSURANCE REQUIRED HEREIN DOES NOT RELIEVE THE BIDDER OF ANY OF THE RESPONSIBILITIES OR OBLIGATIONS ASSUMED BY THE

BIDDER IN THE CONTRACT AWARDED, OR FOR WHICH THE BIDDER MAY BE LIABLE BY LAW OR OTHERWISE.

- F. Failure to provide and continue in force such insurance as required above, shall be deemed a material breach of the Contract, shall cause the Vendor to be in DEFAULT, and shall operate as an immediate termination thereof.

17. QUALIFICATIONS OF BIDDERS

The Town may require the bidder to present satisfactory evidence that he has sufficient experience and that he is prepared with the necessary capital, materials, machinery, and skilled workman to carry out the contract, prior to the award of contract.

CONTRACTOR'S AFFIDAVIT OF QUALIFICATION TO BID

I HEREBY AFFIRM THAT:

1. I, _____ (Name, Printed) am the
_____ (title) and duly authorized representative of the
firm of _____ (name of corporation) whose address
is _____

_____ and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

2. Except as described in paragraph 3 below, neither I nor the above firm, not to the best of my knowledge and of its officers, directors or partners, or any of its employees directly involved in obtaining contracts with the State or any county, bi-county or multi-county agency, or subdivision of the State have been convicted of, or have pleaded nolo-contendere to a charge of, or have during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions which constitute bribery, or conspiracy to bribe under the provisions of Article 27 of the Annotated Code of Maryland or under the laws of any state or federal government (conduct prior to July 1, 1977 is not required to be reported).

3. (State "none" or, as appropriate, list any conviction, plea or admission described in paragraph 2 above, with the date, court, official or administrative body, the individuals involved and their position with the firm, and the sentence or disposition, if any.) _____

_____ I acknowledge that this affidavit is to be furnished to the Town of Princess Anne, I acknowledge that, if the representations set forth in this affidavit are not true and correct, the Town of Princess Anne may terminate any contract awarded and take any other appropriate action. I further acknowledge that I am executing this affidavit in compliance with section 16D of Article 78A of the Annotated Code of Maryland, which provides that certain persons who have been convicted of or have admitted to bribery, attempted bribery or conspiracy to bribe may be disqualified, either by operation of law or after a hearing, from entering into contracts with the State or any of its agencies or subdivisions.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Sign for Identification

Name, Printed

NON-CONCLUSIVE AFFIDAVIT

_____ being first duly sworn, deposes and says that:

1. He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____, the Offeror that has submitted the attached Proposal;
2. He/she is fully informed respecting the preparation and contents of the attached Proposal and all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither said Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Offeror, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Offeror, firm, or person to fix the price or prices in the attached Proposal of any other Offeror, or to fix any overhead, profit, or cost elements on the Proposal price or the Proposal price of any other Offeror, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any disadvantage against (Recipient), or any person interested in the proposed Work;
5. The price quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Offeror or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

Witness

Witness

By: _____
Signature

Name, Printed

Title

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS

To: Town of Princess Anne
30489 Broad St
Princess Anne, MD 21853

Contractor's Name: _____

The undersigned hereby certifies that, except as listed below, or on attachment, he/she has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible.

EXCEPTIONS: (If none, write "NONE"). If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each exception. If additional space is needed, attach list to this form.

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment.
Whenever Surety is involved, Consent of Surety is required. AIA DOCUMENT G707, CONSENT OF SURETY, may be used for this purpose.

Indicate attachment: (yes) (no) By: _____
President

Subscribed and sworn before me this day of _____(Date)

NOTARY PUBLIC: _____(Name)
My Commission expires: _____(Date)