

DOCUMENT 002213 - SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

PART 1 - GENERAL

1.1 INSTRUCTIONS TO BIDDERS

- A. Instructions to Bidders for Project consist of the following:
 - 1. AIA Document A701-2018, "Instructions to Bidders", Project-specific edited copy of which is bound in this Project Manual.
 - 2. The following Supplementary Instructions to Bidders that modify and add to the requirements of the Instructions to Bidders.

1.2 SUPPLEMENTARY INSTRUCTIONS TO BIDDERS, GENERAL

- A. The following supplements modify AIA Document A701-2018, "Instructions to Bidders." Where a portion of the Instructions to Bidders is modified or deleted by these Supplementary Instructions to Bidders, unaltered portions of the Instructions to Bidders will remain in effect.

1.3 ARTICLE 2 - BIDDER'S REPRESENTATIONS

- A. Add the following to 2.1:
 - 1. .7 The Bidder has investigated all required fees, permits, and regulatory requirements of authorities having jurisdiction and has properly included in the submitted bid the cost of such fees, permits, and requirements not otherwise indicated as provided by Owner.
 - 2. .8 The Bidder is a properly licensed Contractor according to the laws and regulations of the State of Maryland and the City of Baltimore and meets qualifications indicated in the Bidding Documents.
 - 3. .9 The Bidder has incorporated into the Bid adequate sums for work performed by Installers whose qualifications meet those indicated in the Bidding Documents.

1.4 ARTICLE 3 - BIDDING DOCUMENTS

- A. 3.1 - Distribution:
 - 1. Add the following to 3.1.1:
 - a. Obtain electronic Bidding Documents as instructed in the Advertisement for Bids.
- B. 3.2 - Modification or Interpretation of Bidding Documents:
 - 1. Add the following to 3.2.2:

- a. Submit Bidder's Requests for Interpretation using form furnished with electronic bid forms and submitted via email.

C. 3.4 - Addenda:

1. Add the following to 3.4.1:

- a. Addenda will be transmitted by the issuing office via email.

1.5 ARTICLE 4 - BIDDING PROCEDURES

A. 4.1 - Preparation of Bids:

1. Add the following to 4.1:

- a. 4.1.9 Owner may elect to disqualify a bid due to failure to submit a bid in the form requested, failure to complete entries in all blanks in the Bid Form, or inclusion by the Bidder of any alternates, conditions, limitations or provisions not called for.

B. 4.2 - Bid Security:

1. Add the following to 4.2.1:

- a. Provide bid security in the amount of 10 percent of the bid amount in the form of a cashier's check or surety bond meeting the requirements of 4.2.3.

C. 4.3 - Submission of Bids:

1. Add the following to 4.3.1:

- a. Submit printed bids at the time and place indicated in the Advertisement for Bids.

D. 4.4 - Modification or Withdrawal of Bids:

1. Add the following to 4.4.1:

- a. .1 Such modifications to or withdrawal of a bid may only be made by persons authorized to act on behalf of the Bidder. Authorized persons are those so identified in the Bidder's corporate bylaws, specifically empowered by the Bidder's charter or similar legally binding document acceptable to Owner, or by a power of attorney, signed and dated, describing the scope and limitations of the power of attorney. Make such documentation available to Owner at the time of seeking modifications or withdrawal of the Bid.

E. 4.5 - Break-Out Pricing Bid Supplement:

1. Add 4.5.

2. Add the following to 4.5:

- a. 4.5.1 If requested, in furtherance of Bid evaluation, provide detailed cost

breakdowns in format requested by the Architect, no later than two business days following Architect's request.

F. 4.6 - Subcontractors, Suppliers, and Manufacturers List Bid Supplement:

1. Add 4.6.
2. Add the following to 4.6:
 - a. 4.6.1 Provide list of major subcontractors, suppliers, and manufacturers furnishing or installing products no later than two business days following Architect's request. Include those subcontractors, suppliers, and manufacturers providing Work totaling three percent or more of the Bid amount. Do not change subcontractors, suppliers, and manufacturers from those submitted without approval of Architect.

1.6 ARTICLE 5 - CONSIDERATION OF BIDS

A. 5.2 - Rejection of Bids:

1. Add the following to 5.2:
 - a. 5.2.1 Owner reserves the right to reject a bid based on Owner's and Architect's evaluation of qualification information submitted following opening of bids. Owner's evaluation of the Bidder's qualifications will include: status of licensure and record of compliance with licensing requirements, record of quality of completed Work, record of Project completion and ability to complete, record of financial management including financial resources available to complete Project and record of timely payment of obligations, record of Project site management including compliance with requirements of authorities having jurisdiction, record of and number of current claims and disputes and the status of their resolution, and qualifications of the Bidder's proposed Project staff and proposed subcontractors.

1.7 ARTICLE 6 - POSTBID INFORMATION

A. 6.1 - Contractor's Qualification Statement:

1. Add the following to 6.1:
 - a. 6.1.1 Submit Contractor's Qualification Statement no later than two business days following Architect's request.

B. 6.3 - Submittals:

1. Add the following to 6.3.1:
 - a. .4 Submit information requested in 6.3.1. no later than two business days following Architect's request.

1.8 ARTICLE 7 - PERFORMANCE BOND AND PAYMENT BOND

A. 7.1 - Bond Requirements:

1. Add the following to 7.1.1:

- a. .1 Both a Performance Bond and a Payment Bond will be required, each in an amount equal to 100 percent of the Contract Sum.

B. 7.2 - Time of Delivery and Form of Bonds:

1. Replace the first sentence of 7.2.1 with the following:

- a. The Bidder shall deliver the required bonds to Owner no later than 10 business days after the date of a Notice of Intent to Award and no later than the date of execution of the Contract, whichever occurs first. Owner may deem the failure of the Bidder to deliver required bonds within the period of time allowed a default.

2. Replace 7.2.3 with the following:

- a. 7.2.3 Bonds shall be executed and be in force on the date of the execution of the Contract.

1.9 ARTICLE 9 - EXECUTION OF THE CONTRACT

A. Add Article 9.

B. Add the following to Article 9:

- 1. 9.1 Subsequent to the Notice of Intent to Award, and within 10 business days after the prescribed Form of Agreement is presented to the Awardee for signature, the Awardee shall execute and deliver the Agreement to Owner through Architect, in such number of counterparts as Owner may require.
- 2. 9.2 Owner may deem as a default the failure of the Awardee to execute the Contract and to supply the required bonds when the Agreement is presented for signature within the period of time allowed.
- 3. 9.3 Unless otherwise indicated in the Bidding Documents or the executed Agreement, the date of commencement of the Work shall be the date of the executed Agreement.
- 4. 9.4 In the event of a default, Owner may declare the amount of the Bid security forfeited and elect to either award the Contract to the next responsible bidder or re-advertise for bids.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF DOCUMENT 002213