



**COMMONWEALTH OF MASSACHUSETTS
INSTRUCTIONS TO BIDDERS
G.L. c.30, §39M - PROJECTS NOT EXCEEDING \$100,000**

Awarding Authority:
Telephone:
Project No.
Contract No.
Title:
Project Scope:

Deadline for filing General Bids is 2:00 p.m. on _____, 20__.

The minimum wage rate requirements for this Contract are located in Attachment A to these Instructions to Bidders.

Bid forms for this Contract are located in Attachment B to these Instructions to Bidders.

The applicable minority workforce utilization percentage, if any, is _____.
The applicable women workforce utilization percentage, if any, is _____.

The time for completion of the Work is specified in Article 2 of the Owner - Contractor Agreement. Liquidated damages for failure to complete work on time are as stated in Article 7 of the Owner - Contractor Agreement.

Bidding Documents may be examined at the above address and copies may be obtained by depositing cash or a company, treasurer's, cashier's, or bank check, in the sum of \$_____ payable to the _____. Refund will be made to those returning the documents in satisfactory condition within 10 working days after the general bid opening. Otherwise this deposit shall become the property of the Awarding Authority. (DCAM-approved Blanket Deposit Bond may be substituted for the foregoing deposit on DCAM projects.)

As used herein, capitalized terms shall have the meaning assigned to them in the General Conditions of the Contract and the Owner - Contractor Agreement unless the context clearly indicates otherwise.

ARTICLE 1 - BIDDER'S REPRESENTATION

- 1.1 Each Bidder by making a 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. Neither the Commonwealth nor the Designer will be responsible for errors, omissions and/or charges for extra work arising from Bidder's failure to familiarize itself with the Contract Documents or existing conditions.

ARTICLE 2 - REQUESTS FOR INTERPRETATION

- 2.1 Bidders shall promptly notify the Awarding Authority of any ambiguity, inconsistency, or error which they may discover upon examination of the Contract Documents, the site, and local conditions. Such notification must be received by the Awarding Authority well before the date bids are due in order to provide sufficient time for the Awarding Authority to review the notification and respond before the date bids are due if the Awarding Authority deems it appropriate.
- 2.2 Bidders requiring clarification or interpretation of the Contract Documents shall make such request to the Awarding Authority in the time frame set forth in 2.1 above.
- 2.3 It is the sole responsibility of the Bidder to ascertain the existence of any addenda issued by the Awarding Authority, whether or not the same are mailed to, or received by Bidder.

ARTICLE 3 - PREPARATION AND SUBMISSION OF BIDS

- 3.1 Bids shall be submitted on the "Form for General Bids" as appropriate, furnished at no cost by the Awarding Authority.
- 3.2 All entries on the Bid Form shall be made by typewriter or in ink.
- 3.3 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.
- 3.4 Each bid must be accompanied by a Bid Deposit. Bid Deposits shall be five (5%) percent of the highest possible bid amount, including all alternates. Bid Deposits shall be made payable to the _____ and shall be either in the form of cash, certified check, treasurer's or cashier's check issued by a responsible bank or trust company, or a bid bond issued by a surety licensed to do business in the Commonwealth of Massachusetts; and shall be conditioned upon the faithful performance by the principal of the agreements contained in the bid.

Bid deposits of the three (3) lowest responsible and eligible Bidders shall be retained until the execution and delivery of the Owner-Contractor Agreement.
- 3.5 The bid, including bid deposit, shall be enclosed in a sealed envelope with the following plainly marked on the outside:

BID FOR:

- NAME OF AWARDING AUTHORITY
- MASS STATE PROJECT NUMBER
- NAME OF PROJECT
- BIDDER'S NAME AND BUSINESS ADDRESS
- PHONE NUMBER & CONTACT PERSON

- 3.6 Date and time for receipt of bids is set forth on page 1 of these Instructions to Bidders. Any bid not received by the applicable deadline will not be accepted.
- 3.7 Timely delivery of a bid at the location designated shall be the full responsibility of the Bidders.

ARTICLE 4 - ALTERNATES

- 4.1 Each Bidder shall acknowledge Alternates in Section C of the Form for General Bid.
- 4.2 In the event an Alternate does not involve a change in the amount of the base bid, the Bidder shall so indicate by writing "No Change", or "N/C" or "0" in the space provided for that Alternate.
- 4.3 Bidders shall enter on the Form for General Bid a single amount for each Alternate for work performed by the Contractor.
- 4.4 The low Bidder will be determined on the basis of the sum of the base bid and the accepted alternates.

ARTICLE 5 - WITHDRAWAL OF BIDS

5.1 Before Opening Bids

- 5.1.1 Any bid may be withdrawn prior to the specified deadline for the receipt of bids provided that the withdrawal shall be made by a written request signed by a person having the authority to bind the Bidder. The written request must be hand delivered or otherwise delivered to the Awarding Authority's Bid Room addressed to the attention of the Bid Room Manager and must be received on or before the date and time appointed as the deadline for the receipt of bids.
- 5.1.2 Withdrawn bids may be resubmitted up to the time designated for the receipt of bids.

5.2 After Opening Bids

A Bidder may withdraw its bid without penalty at any time up to the time of Award as defined below in subsection 8.1 only upon demonstrating to the satisfaction of the Awarding Authority that a death or disability has occurred or a bona fide clerical or mechanical error of a substantial nature was made during the preparation of the bid. Failure to demonstrate conclusively that a bona fide clerical or mechanical error of a substantial nature was made may result in forfeiture of the Bid Deposit.

ARTICLE 6 - CONTRACT AWARD

- 6.1 Award means the determination and selection of the lowest, responsible and eligible Bidder, by the Awarding Authority.

The Awarding Authority will award the contract to the lowest responsible and eligible Bidder within thirty (30) days, Saturdays, Sundays, and legal holidays excluded after the opening of bids.

- 6.2 The Awarding Authority reserves the right to waive any informalities in or to reject any or all bids if it be in the public interest to do so.
- 6.3 The Awarding Authority also reserves the right to reject any bid if it determines that such bid does not represent the bid of a person competent to perform the work as specified or if less than three (3) available bids are received.
- 6.4 The term ""lowest responsible and eligible bidder" shall mean the Bidder (1) whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the work; (2) who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (3) who, where the provisions of section eight B of chapter twenty-nine apply, shall have been determined to be qualified thereunder; and (4) who obtains within ten days of the notification of contract award the security by bond required under section twenty-nine of chapter one hundred and forty-nine.

ARTICLE 7 - FORMS REQUIRED AT CONTRACT APPROVAL

- 7.1 Upon award, the Bidder shall complete the following forms to ensure prompt contract validation. These forms will be provided to the Contractor by the Awarding Authority, and three (3) originals must be submitted.
 - 1 Owner - Contractor Agreement.**
 - 2 Form of Corporate Vote (If Applicable)**
 - 3 Certificate of Compliance with State Tax Laws**
 - 4 Payment and Performance Bonds (See General Conditions)**
- 7.2 Insurance Certificates for the coverage required by Article 7 of the General Conditions must be submitted prior to contract execution by the Awarding Authority.
- 7.5 The Notice to Proceed with construction shall not be issued until the Owner - Contractor Agreement has been executed.

ATTACHMENT A

PREVAILING WAGE SCHEDULE

The minimum wage rates provided in the following pages have been provided by the Division of Occupational Safety of the Massachusetts Department of Labor and Workforce Development. The Awarding Authority is not responsible for errors or omissions in such wage rates.

M.G.L. c. 149, §. 26 and 27 provide as follows:

". . . Payments by employers to health and welfare plans, pension plans and supplementary unemployment benefit plans under collective bargaining agreements or understandings between organized labor and employers shall be included for the purpose of establishing minimum wage rates as herein provided.

. . . The aforesaid rates of wages in the schedule of wage rates shall include payments by employers to health and welfare plans, pension plans and supplementary unemployment benefit plans as provided in said section twenty-six, and such payments shall be considered as payments to persons under this section performing work as herein provided. Any employer engaged in the construction of such works who does not make payments to a health and welfare plan, a pension plan and a supplementary unemployment benefit plan, where such payments are included in said rates of wages, shall pay the amount of said payments directly to each employee engaged in said construction "

**ATTACHMENT B:
Forms Used During Bidding**

Form of General Bid