



# **PUBLIC PLAN ROOM**

## **Document Information Sheet**

**Job Name:** TCC/Shore Transit – Phase III

**Bid Date:** February 20, 2018 3pm

**Placed on file by:** Becker Morgan Group

**Contact:** William Sieg 410-546-9100 x 136

### **Document Pricing**

**Individual Plan Sheets:** \$4/print, \$3/digital sheet + transfer

**Individual/Partial Specifications:** .50 print/digital + transfer

**Full Set Documents PRINTED:** \$ 106.20

**Full Set Documents DIGITAL:** \$ 74.35

**Review CD:** \$15.00, not printable

**Online Review:** Not Available

#### **Notes:**

**THIS IS A REVIEW DOCUMENT ONLY, NOT A COMPLETE SET OF BID DOCUMENTS.**

The full set of documents contains 23 – 24x36 plans and 522 specification images.

## SECTION 001200 - INVITATION TO BIDDERS

1. Sealed proposals for the TCC/Shore Transit– Phase III – Bid Pack #3 – Bus Wash Equipment (RFP #ST2018-2000) will be received by Tri County Council for the Lower Eastern Shore, Administrative Division, 31901 Tri-County Way, Salisbury, MD 21804 (Shore Transit Classroom, room 127) **until 3:00 PM local time on Tuesday February 20, 2018**. A Maryland Business License is required for both contractors and subcontractors at the time of bid.
2. A Pre-Bid Meeting will be held at the TCC Facility (31901 Tri-County Way, Salisbury, MD 21804 -Shore Transit Classroom, room 127) on **Thursday January 25, 2018 at 9:30 AM**.
3. Contract documents are on file at the office of the printer, DiCarlo Printing, 2006 Northwood Drive, Salisbury, Maryland 21801, 410.749.0112 or 800.974.6298. Copies of documents will be available by end of business day **Monday January 15, 2018**. Contract documents are available at cost, non-refundable. Purchaser must select sheets. All bidders must notify the printer of their interest in order to receive any addenda. It is recommended that all bidders and subcontractors purchase full sets. Owner and Architect are not responsible for bidders and/or subcontractors not obtaining the information provided through the full set of contract documents.
4. Each Bid must be submitted in a sealed envelope, addressed to Tri County Council for the Lower Eastern Shore. Each sealed envelope containing a Bid must be plainly marked on the outside, as TCC/Shore Transit Bus Maintenance Facility Project – Phase III, and the envelope should bear on the outside the Bidder's name and address. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed as indicated above.
5. All Bids must be made on the required Bid Form. All blank spaces for Bid prices must be filled in, in ink or typewritten, and the Bid Form must be fully completed and executed when submitted. Only one (1) copy of the Bid Form is required. A conditional or qualified Bid will not be accepted. Bids should be submitted in a sealed envelope, addressed to Tri County Council for the Lower Eastern Shore.
6. Bidders must satisfy themselves of the accuracy of the estimated quantities in the Bid schedule by examination of the site and review of the drawings and specifications including Addenda. After Bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the quantities of Work or of the nature of the Work to be done. Each Bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the Contract Documents. The failure or omission of any Bidder to do any of the foregoing shall in no way relieve any Bidder from any obligation in respect to its Bid.
7. Each Bid must be accompanied by a Bid Bond payable to the Owner for ten percent (10%) of the total amount of the Bid. When the Agreement is executed the bonds of the unsuccessful Bidders will be returned. The Bid Bond of the successful Bidder will be retained until the payment Bond and performance Bond have been executed and approved, after which it will be returned. The form of the Bid Bond shall be AIA Document A310-1970 Bid Bond or equivalent. A certified check may be used in lieu of a Bid Bond.
8. A Performance Bond and Labor and Material Payment Bond in the full amount of the contract award will be required by the successful bidder prior to the execution of the contract. The form of the bonds shall be AIA Document A312-1984.

9. It is the intention of the Owner to award a Contract to the lowest qualified bidder whose bid is determined to be the most advantageous to the Owner considering price, experience with this type of work, compliance with bidding qualifications, construction schedule and other submissions in accordance with the requirements of the Bidding Documents and does not exceed available funds. The Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's own best interest. The Owner intends to execute the contract for the full project using AIA A101-2007 *Standard Form of Agreement Between Owner and Contractor*.
10. It is the intention of the Owner to award a Contract to the bidder whose Proposal best meets the following Criteria:

- A. DBE Participation.** The DBE goal for this project is **3%** of the total contracted project cost. Proposals that meet the goal of **3%** will be given priority.

All bidders **MUST complete the MDOT DBE Forms A, B, C, and D. MDOT DBE Forms A & B must be completed and submitted with the bid form.** MDOT DBE forms C & D must be received by TCC/Shore Transit no later than 5 days after the award of the contract. Address for forms C & D is as noted in item #1 of the invitation to bidders. Any Proposal that does not meet these criteria will be considered nonresponsive and will not be evaluated.

**Form A Part 1.** All Proposals must identify the amount of DBE participation they will achieve (From B). Those that meet or exceed the **3%** should check off the first block. Those not meeting or exceeding the goal **must check of the second block and request a waiver.** Any proposal that does not meet or exceed the goal and does not request a waiver will be considered incomplete and will be discarded.

**Form B.** The Work Sheet and Part 2, DBE Participation Schedule, must be completed or Proposals will be considered non responsive and not be evaluated.

**Form C.** Form C must be received by TCC/Shore Transit no later than 5 days after the award of the contract. Any Proposal that does not meet this requirement will be considered nonresponsive and will not be evaluated/allowed to proceed. Efforts to identify DBE firms include research of approved firms on the Maryland Department of Transportation's website, [www.mdot.maryland.gov](http://www.mdot.maryland.gov). On the homepage click on Minority /Disadvantaged Business Enterprise. On the next page to appear, click on MBE/DBE Directory. Follow the instructions to identify applicable NAIS codes. Then search the counties within a reasonable distance to the worksite for **DBE firms. DO not look for MBE firms. A copy of the printout of identified firms must be submitted with Form C, even if it shows no registered firms.**

Outreach to identified firms must demonstrate a good faith effort. While one element can be running an advertisement in local papers to solicit DBE firms, this by itself **DOES NOT** prove best faith effort. Additional actions include sending letters to listed firms or calling them directly to see if they are interested in being a subcontractor on this project. Copies of all letters and any responses and/or a log of all phone conversations identifying date and time of call, person spoken to, and if they were or were not interested in participating.

**Form D.** Form D must be received by TCC/Shore Transit no later than 5 days after the award of the contract. Any Proposal that does not meet this requirement will be considered nonresponsive and will not be evaluated/allowed to proceed. Firms that propose no DBE participation should mark this form NA.

- B. Cost.** It is the intent of the owner to award a contract to the lowest qualified bidder who best meets the DBE participation goal as described above and whose bid is determined to be the most advantageous to the Owner considering price, experience with this type of work, compliance with bidding qualifications, construction schedule and other submission in accordance with the requirements of the Bidding Documents and does not exceed available funds.
- C. Other Criteria.** Proposals will be evaluated on the following (see attached bid evaluation/selection matrix):

- \* Fully completed and Executed Bid From
- \* Required Bid bond
- \* Experience with Project Type (provide on AIA form A305 to be included w/bid form)
- \* References (provide on AIA form A305 to be included w/bid form)
- \* Overall Proposed Construction Schedule
- \* Full compliance that all project program elements meet ADA standards and regulations as defined by the US Department of Justice 2010 ADA standards for Accessible Design, DOT ADA standard 201 and DOT ADA regulation 49 C.F.R. 37.43 (A) (1)

The Owner intends to execute the contract for the full project using AIA A101-2007 *Standard Form of Agreement Between Owner and Contractor*.

**D. Bid Evaluation/Selection Matrix.** The matrix will be independently graded by a minimum of three representatives as outlined in spec section 001201. The selection criteria shall be as noted in sections A, B & C of note 10 of spec. section 001200.

#### 11. Procurement and Bid Protest Procedures (Tri-County Council Administration & Lower Shore Workforce Alliance (LSWA) Division)

Any award decision may be appealed by submitting an appeal letter to the TCC or LSWA within ten (10) calendar days after notification of the adverse award decision. Appeals will:

- \*Be in writing, dated and signed.
- \*State the reason for disputing the award.
- \*Include the desired remedy.
- \*Be acknowledged in writing by the TCC or LSWA.

An Appeals Committee will hear appeals within (30) calendar days after TCC or LSWA's receipt of the appeal letter. The Appeals Committee will include three or more persons appointed by the Chair of the awarding Board. No person may hear an appeal if they have a conflict of interest which may affect their judgment.

The Appeals Committee will issue a written decision within fifteen (15) calendar days after hearing the appeal and subsequent closure of the record. Appeal hearings will be informal and open. A decision of the Appeals Committee will be binding unless reversed by vote of the TCC or LSWA, or by the State of Maryland

#### 12. Procurement and Bid Protest Procedures (Shore Transit Division)

All protests relating to solicitations, selections, and/or awards made by the TCC on behalf of Shore Transit must be filed in writing with the TCC procurement officer within seven (7) days of the notice of solicitation, notice of selection and/or notice of award. The date of notification shall be the date posted to the TCC procurement website:

<http://www.tcclesmd.org/departments/procurement.aspx>. Oral Protests will not be considered. Protests will only be considered valid if the protester is an “interested party”. An “interested party” is a party that is an actual or prospective bidder or proposer. The protest reviewing authority or designee(s) of the TCC shall be designated prior to the release of any solicitations and shall review the protest with a thorough evaluation of the issues raised and respond to the protester within seven (7) days of the receipt of such protest. A certified letter shall be sent to the protester from either the Executive Director of the TCC or the attorney for the TCC stating a concurrence or denial of the protest with supporting explanations. The certified letter to the protester shall constitute the final decision of TCC. Review appeal authority is TCC Executive Board, not MTA. MTA will not/cannot hear or judge appeals. If protester does not agree with TCC findings, they are directed to court. Shore Transit Division of the TCC is a sub-recipient of funding from the Federal Transit Administration (FTA) through the Maryland Transit Administration. Shore Transit Division of the TCC adheres to the contracting guidance for recipients of Federal funding awarded by the FTA as found in FTA Circular 4220.1F

13. Certified Minority Business Enterprises are encouraged to respond to this solicitation notice.
14. Attention is called to provisions for minimum wages (Davis-Bacon Act). Bidders should base their labor rates on the most recent published. Attention is also called to other Federally mandated clauses in the Supplementary General Conditions.
15. Attention is called to the Federal Clean Water Clause. Bidders are to read and review this clause which is included in section 003000 of the project manual. The signatory area of the clause must be signed and completed as part of the bid form.
16. The Owner may waive any informalities or minor defects or reject any and all Bids. Any Bid may be withdrawn prior to the above scheduled time for the opening of Bids or authorized postponement thereof. Any Bid received after the time and date specified shall not be considered. No Bidder may withdraw a Bid within ninety (90) days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the Owner and the Bidder.
17. 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 Agreement and to complete the Work contemplated therein.
18. The party to whom the contract is awarded will be required to execute the Agreement and obtain the Performance Bond and Payment Bond with ten (10) calendar days from the date when Notice of Award is delivered to the Bidder. In case of failure of the Bidder to execute the Agreement, the Owner may consider the Bidder in default, in which case the Bid Bond accompanying the proposal shall become the Property of the Owner.
19. The Owner, within ten (10) days of receipt of acceptable Performance Bond and Payment Bond and Agreement signed by the party to whom the Agreement was awarded shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the Owner not execute the Agreement within such period, the Bidder may by written notice withdraw the signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the Owner.

20. The Notice to Proceed shall be issued within fifteen (15) days of the execution of the Agreement by the Owner. Should there be reasons why the Notice to Proceed cannot be issued within such period; the time may be extended by mutual agreement between the Owner and Contractor.
21. The Contract Documents contain the provisions required for the construction of the Project. Information obtained from an officer, agent, or employee of the Owner or any other person shall not affect the risks or obligations assumed by the Contractor or relieve the contractor from fulfilling any of the conditions of the contract.
22. All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the contract throughout.
23. Owner: Tri County Council for the Lower Eastern Shore of Maryland, Owner's Representative and Primary Contact: Brad Bellacicco, Transit Director, 31901 Tri County Way, Administrative Division, Salisbury, Maryland 21804, Phone: 410.341.8951
24. Architect: Becker Morgan Group, Inc., 312 West Main Street, Suite 300, Salisbury, MD, 21801. Phone: 410.546.9100. Architect's Representatives: Jeffrey A. Harman, PE, and William E. Sieg, AIA.
25. Bidders shall examine the Bid Documents carefully and shall promptly notify the Architect of any ambiguity, inconsistency or error, which they may discover. All work reasonably inferable or required to provide a complete and usable facility is to be included in the bid.
26. Bidders requiring clarification, interpretation, or correction, of the bidding documents, shall make a **written** request by the Architect. Direct requests to **Attn: William E.Sieg, Becker Morgan Group Architects: fax: 410-546-5824 or e-mail, PREFERRED: wsieg@beckermorgan.com**. Deadline for any questions will be received by the Architect until 2:00 PM local time, 7 business days prior to the bid-due date or the question cut-off date, whichever is earlier. Phone calls and verbal requests for interpretation will not be accepted.
27. Any interpretation, correction or change of the Bid Documents will be made by Addendum only. Interpretations, corrections, or changes of the Bid Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections, and changes. **Addenda will be in written form and may be faxed or sent electronically.** Contractor is responsible to ensure receipt of any and all addendums.
28. Provisions for Liquidated Damages as defined in the Supplementary General Conditions apply to this contract.

By order of: Brad Bellacicco, Transit Director, Tri County Council for the Lower Eastern Shore of Maryland.

END OF INVITATION AND INSTRUCTIONS TO BIDDERS

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