

002100**INSTRUCTIONS FOR BIDDER'S PROPOSAL****I. RECEIPT AND OPENING OF BIDS**

- A. To be considered, the Bidder's Proposal (to be completed on the form attached hereto as **SECTION 004113**) must be complete, typewritten, in both words and figures and signed by the Bidder (the "Bid").
- B. An electronic copy of the Bid must be submitted with the name of the Bidder along with the Bidder's address and the name of the Project via email to Kristina Cannon at kristina@mainstreetskowhegan.org no later than **Noon on January 30th, 2026**.
- C. Any Bid received after the Bid Due Date will not be considered.
- D. Bids shall be valid for thirty (30) days after the Bid Due Date.
- E. Non-Responsive or Erroneous Bid:
 - 1. Owner may consider non-responsive any Bid not prepared and submitted in accordance with the provisions hereof and may waive informalities or reject any or all Bids.
 - 2. Bids may be withdrawn by written request received from the bidder prior to the time fixed for opening.
 - 3. A Bidder may submit a letter declaring a Bid error after Bid opening with documentation and/or justification why Owner should consider modifying or allowing the Bidder to withdraw the submitted Bid. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened, except in the case of a proven clerical error as permitted by applicable federal and state law.
- F. By submitting a Bid, Bidder agrees to carry out all of the provisions set forth in the Bid Documents, according to their full intent and meaning.
- G. No bid will be opened prior to the Bid Due Date. All bids will be opened publicly by Owner at 12:15pm on January 30th, 2026 at the offices of Main Street Skowhegan: 65 Water Street, Skowhegan, Maine, 04976. A public video link will be available for remote viewing at the bid website: <https://mainstreetskowhegan.org/bids/>

II. BID SECURITY

- A. Each Bid must be accompanied by a cashier's check, certified check or a bid bond, duly executed by the Bidder as principal and having as surety thereon a surety company approved by the

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Owner in the amount of five (5%) percent of the Base Bid (per CFR 200.326). Such checks or bid bonds will be returned to all, except the three (3) preferred Bidders within ten (10) days after the opening of the bids. The remaining checks or bid bonds will be returned promptly after the Owner and the accepted Bidder have executed the Contract. Upon a demand at any time thereafter, the remaining checks or bid bonds will be returned if no award has been made within thirty (30) days after the date of the opening of the Bids.

- B. The successful Bidder, upon failure or refusal to execute and deliver a contract and the required payment and performance bonds to the Owner within fifteen (15) days after Bidder has received notice of acceptance of its Bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with its Bid. Upon forfeiture, the Owner will disqualify said successful Bidder and award to the next responsible Bidder in accordance with Section XII of these Instructions to Bidders.
- C. Any attorney in fact who signs bid bonds or contract bonds must file with each bond a certified and effectively dated copy of such person's Power of Attorney.

III. QUALIFICATION OF BIDDERS

- A. Proposals shall be evaluated on the Proposal price as well as on the qualification of bidders as listed in the Request for Proposals and as noted below:
 - a. Project Understanding = 25%
 - b. Technical Approach = 25%
 - c. Experience of Firm / past performance = 40%
 - d. Specialized Expertise = 10%
- B. Written responses describing the evaluation factors above shall be completed on the form attached hereto as Section 004113. Written responses on separate letterhead are acceptable.
- C. Owner may make such investigation as it deems necessary to determine the ability of the Bidder to perform the Work, and the Bidder shall furnish to Owner all such information and data for this purpose as Owner may request. Owner to determine Bid winner per evaluation factor rubric. Owner reserves the right to reject any Bid if Owner determines that such Bidder is not properly qualified to carry out the obligation of the Contract and to complete the Work contemplated therein.

IV. BID DOCUMENTS

- A. The Plans are those drawings and specifications listed in Section IX.B herein. Plans will be available for examination and download after Noon on December 22nd, 2025, at the following website: <https://mainstreetskowhegan.org/bids/>

V. SITE VISIT AND WALK-THROUGH

- A. Bidders are encouraged to attend a pre-bid meeting and walk-through of the Site on **Noon on January 5th 2026** at Skowhegan Outdoors Basecamp, 65 Water Street (Riverside). All subcontractors are encouraged attend. Event will happen rain or shine.

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- B. Bidders and their subcontractors are encouraged to visit the Site to become familiar with the Project and the extent and character of the work involved, to verify all dimensions and to inform themselves fully of the existing conditions and the conditions under which the Work is to be performed.

VI. ADDITIONAL INFORMATION AND INTERPRETATIONS

- A. Additional information and document clarification will be issued in written addenda when and if required. All costs of work specified by addenda shall be included in the Bid.
- B. Verbal instructions or interpretations are not binding. Only a written interpretation or correction by addendum shall be binding and no Bidder shall rely upon interpretations or corrections given by any other method.
- C. Every request for an interpretation of Bid Documents must be in writing and submitted to the Architect or Engineer as applicable at the email address set forth on the Request for Proposals. Each Bidder shall examine the bidding documents carefully, and not later than **January 14, 2026**, shall make a written request for interpretations or corrections of any ambiguity, inconsistency, error or code violation therein which may be discovered. Any and all such interpretations and other supplemental instructions will be in the form of a written addendum to the Plans issued to all Bidders. Failure of any Bidder to receive such interpretation shall not relieve such Bidder from any obligation under the Bid as submitted. All addenda so issued shall become a part of the Contract Documents.
- D. Any and all addenda or RFI responses shall be posted to the RFP website no later than **5pm on January 21st, 2026**: <https://mainstreetskowhegan.org/bids/>
- E. Bidder shall acknowledge receipt of Addenda where noted in Item 2 of its Bid.

VII. OBLIGATION OF BIDDER

- A. At time of the opening of the Bids, each Bidder will be presumed to have inspected the Site and to have read and to be thoroughly familiar with the Plans and Bid Documents (including all Addenda). The failure or omission of any Bidder to visit the Site or examine any form, instrument or document shall in no way relieve any Bidder from any obligation in respect to its Bid.
- B. Each Bidder represents and warrants to Owner that it has examined and carefully studied the Bid Documents and acknowledges that it has observed no error, defect, deficiency, lack of clarity, inconsistency, conflict of any sort or omissions in any of the Plans, Specifications or other Bid Documents and that such Plans, Specifications or other Bid Documents are adequate to complete the Work for the price and in accordance with the time schedule set forth in its Bid.
- C. Each Bidder must inform itself fully of the conditions relating to the construction of the Project and the employment of labor thereon. Failure to do so will not relieve a successful Bidder of its obligations to furnish all the material and labor necessary to carry out the

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provisions of the Contract. Insofar as possible, the Bidder, in carrying out its work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

- D. Each Bidder by submission of a Bid agrees to abide by the terms and conditions of these Bid Documents as well as hold its Base Bid open and available for acceptance for a minimum of thirty (30) days after Bid opening.

VIII. TAXES AND PERMITS

- A. Taxes: Owner represents that it is exempt from sales tax under Maine State law. Owner will provide the successful Bidder with a Project Tax Exemption Certificate for the Project.
- B. Permits: Bidder shall at its own expense, procure and maintain all licenses, permits (including occupancy permits), inspections necessary for the execution of the Work.
1. Approvals: the Project has received the required national and local approvals including the HUD certification of Part 58 Environmental Review (NEPA compliance) which is on file in the HEROS database administered by the Town of Skowhegan.

IX. BID DOCUMENTS

- A. The Bid Documents for this Project shall consist of the following:
1. Request for Proposal;
 2. Instruction for Bidder's Proposal;
 3. Bid Form;
 4. Written Addenda (if any);
 5. (Anticipated) Form of Agreement between Owner and Contractor AIA 101
 6. (Anticipated) General Conditions of the Contract AIA 201 and
 7. The Plans.
- B. The Plans consist of the following:
1. Drawings: See Attached List of Drawings
 2. Specifications: See Attached Specifications

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X. PAYMENT AND PERFORMANCE BONDS

- A. Bidder shall furnish evidence of Bidder's available bonding capacity as required by CFR 200.326
- B. Simultaneously with the delivery of the executed Contract, Bidder shall, furnish bonds covering the faithful performance of the Contract and payment of obligations arising thereunder. Bidder shall either furnish a copy of the bonds to Owner or shall permit a copy to be made.
 - 1. Performance Bond: A performance bond on the contractor's part for 100 percent of the contract price. A performance bond is a bond executed in connection with a contract to secure the fulfillment of all the contractor's requirements under a contract.
 - 2. Payment Bond: A payment bond on the contractor's part for 100 percent of the contract price. A payment bond is a bond executed in connection with a contract to assure payment as required by the law of all persons supplying labor and material in the execution of the work provided for under a contract
- C. Any attorney in fact who signs bid bonds or contract bonds must file with each bond a certified and effectively dated copy of such person's Power of Attorney.

XI. AWARD OF CONTRACT

- A. Any contract awarded for the Work shall be awarded on the basis of the qualified Bid, which is within the amount of the funds authorized for the Project and to be completed in a time agreeable to the Owner. The Owner reserves the right to reject any and all bids and re-bid the Project or to negotiate a contract with any Bidder.
- B. Upon receipt of a written Notice of Acceptance of Bid, the successful Bidder shall be required to execute a contract with the Owner for construction of the Work. Such Contract is anticipated in the form of **AIA Document A101-2017 (and corresponding General Conditions A201-2017)** and executed and delivered, along with any required payment and performance bonds, to Owner within fifteen (15) days of receipt of the Notice of Acceptance of Bid.
- C. Any contract awarded for the Work shall include as the contract documents all of the documents listed in **Section IX** of these Instructions for Bidder's Proposal and the executed Contract between the successful Bidder and Owner
- D. Upon execution of a Contract, the successful Bidder will be required to submit a certificate of insurance, properly endorsed, that complies with the insurance requirements of the Contract Documents. No employee or subcontractor of Bidder or any other person will be permitted to perform any work at the Project Location until Owner has received and approved the required certificate of insurance. Such certificate of insurance shall be delivered to the Owner's Representative who will be responsible for forwarding it to the appropriate individuals for review and approval.

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XII. OTHER REQUIREMENTS

- A. Alternates. In addition to the Base Bid, the Owner requests Alternate Proposals for ALTERNATE ONE which Owner may elect to accept.
- B. Material & Equipment: Owner Furnished, Owner Installed: Not Used.
- C. Material & Equipment: Owner Furnished, Contractor Installed: Not Used

XIII. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

A. Equal Employment Opportunity/Non-discrimination. By submitting a Bid, Bidder warrants that in any contract for work or services performed in connection with the Project, Bidder (which term for purposes of this section only shall include the Bidder, any transferees, lessees, designees, successors and assigns thereof, including without limitation any entity related to the Bidder by one of the relationships described in Section 267(b) of the United States Internal Revenue Code of 1986, as amended), its employees, contractors, subcontractors, and material suppliers shall comply with all applicable federal, state and local laws, ordinances or regulations governing equal opportunity and nondiscrimination (the "Laws"). Moreover, the Bidder shall contractually require its contractors, subcontractors and material suppliers to comply with the Laws. Neither the Bidder nor any of its contractors or subcontractors shall contract with any party known to have been found in violation of the Laws.

Additionally, the contract with the successful bidder will require that the contractor use reasonable and good faith efforts to ensure that minority business enterprises and qualified ethnic minorities have a meaningful opportunity to participate in the work that is the subject of the contract. The successful bidder will routinely meet with and report its efforts in these areas to Owner. The successful bidder will work cooperatively with the Owner to document its good faith efforts and to address areas of concern, if any.

XIV. OTHER POLICIES

- A. Bidder shall comply with all applicable Owner policies including, but not limited to, the policies set forth in the General Conditions of the Contract.