

INSTRUCTIONS TO BIDDERS

PROJECT NAME: Ware Cove LLC

LOCATION: 6688 L's Island, Gloucester, VA 23061

CONTRACT NO. FEMA-4401-DR-VA-0014

ISSUE DATE: _____ **March 27** _____, 2024

Pre-Construction Meeting _ April 8th _____, 2024, 1:00 P.M.

Held at 6688 L's Island, Gloucester, VA 23061

DUE DATE/TIME: _____ **April 23rd** _____, 2024, 3:00 P.M.

CONSTRUCTION POINT OF CONTACT: Ashley Chriscoe, Chairman
Middle Peninsula Planning District Commission
125 Bowden Street
P.O. Box 286
Saluda, VA 23149
Email: achriscoe@gloucesterva.info
Phone: 757-870-7420

CONSTRUCTION ALTERNATE POINT OF CONTACT: Jackie Rickards, Special Projects Planner
Middle Peninsula Planning District Commission
125 Bowden Street
P.O. Box 286
Saluda, VA 23149
Email: jrickards@mppdc.com
Phone: 804-761-0186

DESIGN FIRM: Balzer and Associates (Engineering)
DESIGN POINT OF CONTACT: Kate Goodman
Email: kgoodman@balzer.cc
Phone: 804 794-0571

HOUSE PLANS:
DESIGN PROJECT MANAGER/POINT OF CONTACT: David DiSpirito
Email: david@homesiteinc.com
Phone: 804-693-7038

OWNER: Ware Cove LLC
OWNER POINT OF CONTACT: Lisa Lawrence, Ware Cove LLC Director
Email : Ayers@VIMS.edu
Phone: 804-815-4672

I. Introduction

MPPDC invites qualified firms to submit bids for the construction of a new, elevated, flood compliant, residential structure located at 6688 L's Island, Gloucester, Virginia 23061. The construction will be conducted in accordance with already drafted house plans. This procurement utilizes Firm Fixed Based Contracts due to the well-defined scope of work and commercial nature of the project. No contract is to be awarded which exceeds \$500,000.

Contract submitting winning turnkey bid will act as the general contractor for the project using labor provided by general contractor and/or subcontractors as required. General contractor using subcontractors will be required to clearly identify subcontractors in the bid response as to the inclusion or exclusion of socioeconomic subcontractors as part of the bid. See Bidder Instructions for Socioeconomic sub-contractor requirements Section 2.f(1) as well as Bid Instructions.

All responses to this Invitation for Bid and any resulting contract shall be consistent with and governed by the Virginia Public Procurement Act and 2 CFR Part 200.317-200.327 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

All bids shall be turned in no later than [3:00 P.M. EST] on [April 23rd], 2024 to the MPPDC Office located at 125 Bowden St., Saluda, Virginia 23149 or by mailing to PO Box 286, Saluda, Virginia 23149. If bids are sent via a mailing service or hand delivered, please address the bids to the Construction Point of Contact (MPPDC POC) listed above. Any bids that are submitted by e-mail, phone, or facsimile shall not be considered. Any bids received after the deadline shall be deemed non-responsive and returned unopened. *It is the Bidder's sole responsibility to ensure all information, including addendums, are complete and delivered on time.* If MPPDC closes its offices due to inclement weather, scheduled receipt of bids will be extended to the next business day, same time.

Any communications pertaining to the scope of work, the preparation or submittal of a bid, and all other communications referred to this solicitation must be made in **writing** to:

Middle Peninsula Planning District Commission
C/O Ashley Chriscoe, Chairman/Jackie Rickards, Planner
125 Bowden Street (hand delivered)
P.O. Box 286 (U.S.P.O.)
Saluda, VA 23149
Phone: 804-384-7509
Web: <https://www.mppdc.com/index.php/pdcinfo/bids>
Email: jrickards@mppdc.com

Questions and responses will be posted as an addendum to the posted bid packet and can be reviewed at MPPDC.com.

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, sexual orientation, gender identity, political affiliation, or veteran status or any other basis prohibited by state law relating to discrimination in employment.

II. Requirements for Bid Format and Content

A. Overview

The bids are to be submitted in a format that allows uniform review and easy access to information by the evaluation committee. A table of contents shall be provided, and pages and exhibits numbered in an organized manner. All bids shall provide a delineation of capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

B. Required Itemization

The following items must be itemized in the bid:

- Metal Roof and 30-year architectural shingles is to be quoted as an alternate. The owner will select.
- Whole-house propane generator purchase and installation is quote only and may be excluded from final contract.
- Elevator purchase and install is alternate quote only and may be excluded from final contract.

C. Material and Labor

Bid response preference should be for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This preference should be applied where appropriate, in a manner consistent with the law, and to the greatest extent practicable under a federal award. The preference includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

Preference, to the extent permitted by applicable law, shall be given to bids that prioritize procurement of items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

It is preferred that bids prioritize the installation of solid waste management services in a manner that maximizes energy and resource recovery.

Socioeconomic Contractors

If Contractor anticipates using subcontractors, the Contractor must document and include in its bid the 5 FEMA steps associated with Socioeconomic contracting 2 C.F.R. § 200.321(b)(6) further described in Section 2 Bid Form F Subcontractors 1.

A non-general contractor bid process is allowed and is encouraged for concurrent submissions for evaluation as an alternative to using a general contractor to encourage participation by small and minority businesses and women's business enterprises. Bids can be submitted for smaller tasks or quantities to permit maximum participation based on the two groupings as described in more detail in the Supplemental Instructions to Bidders. Each response shall be inclusive of all group activities for turnkey.

Socioeconomic Contractor bids shall follow all bid requirements including items purchased by Owner to be installed by Contractor.

Small and minority businesses, women's business enterprises, and LSA firms are encouraged bid in whole or parts or partner with contractors.

D. Bid Price

MPPDC will award a fixed based contract(s) based on FEMA levels of funding provided under grant agreement FEMA-4401-DR-VA-0014 and homeowner investment with a capped funding amount. *No contract is to be awarded which exceeds \$500,000.*

It is the intent for construction to adhere, without deviation, to the engineering and architectural specifications and plans. If the price for the entire scope of work exceeds \$500,000, the bidder shall itemize the cost of the work to be performed so that a value engineering exercise may occur. The price for completion of the exterior and first floor work must be less than \$500,000. Substitutions (e.g., vinyl siding, architectural shingles, double hung windows, and un-wrapped pilings and decks) will, however, be considered if such substitutions are necessary to maintain the contract price below \$500,000.

Provide estimates of the anticipated costs, including all materials, labor, equipment, appliances, clean-up, applicable sales, use and other taxes, permits or fees, and the Contractor's labor, overhead, profit, mobilization, and other mark-ups.

When economically feasible, pricing opportunities can be bid into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises in accordance with FEMA's Socioeconomic Contracting requirements 2 C.F.R. § 200.321(b)(3).

NOTE: Please see the addendum as homeowner has pre-purchased some items and has obtained quotes for certain items or like kind equivalent approved.

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ARTICLE 1

DEFINITIONS

- 1.1 Except as otherwise specifically provided, the definitions here set forth are applicable to all Bidding Documents.
- 1.2 The term “Addenda” means written or graphic instruments issued prior to the Bid Deadline which modify or interpret the Bidding Documents by additions, deletions, clarifications, or corrections.
- 1.3 The term “Alternate” means a proposed change in the Work, as described in the Bidding Documents which, if accepted, may result in a change to either the Contract Sum or the Contract Time, or both.
- 1.4 The term “Bid Deadline” means the date and time on or before which Bids must be received, as designated in the Advertisement for Bids and which may be revised by Addenda.
- 1.5 The term “Bidder” means a person or firm that submits a Bid.
- 1.6 The term “Bidding Documents” means the construction documents (plans, supplemental materials, and instructions to bidders) prepared and issued for bidding purposes including all Addenda thereto.
- 1.7 The term “Estimated Quantity” means the estimated quantity of an item of Unit Price Work.
- 1.8 The term “Fixed Price or Lump Sum Base Bid” means the sum stated in the Bid for which Bidder offers to perform the Work described in the Bidding Documents, but not including Unit Price items or Alternates.
- 1.9 The term “Planholder” means a person or entity known to have received a complete set of Bidding Documents and who has provided a street address for receipt of any written pre-bid communications.
- 1.10 The term “Unit Price” means an amount stated in the Bid for which Bidder offers to perform an item of Unit Price Work for a fixed price per unit of measurement.
- 1.11 As used in these Instructions to Bidders, the term “Business Day” means any day other than a Saturday, a Sunday, and the holidays specified herein. Holidays include every day designated by the State of Virginia as a holiday.
- 1.12 The term MPPDC as used in the Instruction to Bidders and Construction Documents refers to the Middle Peninsula Planning District Commission as the agent for the owner of 6688 L’s Island being, Ware Cove LLC

ARTICLE 2

BIDDER'S REPRESENTATIONS

2.1 The Bidder, by making a Bid, represents that:

2.1.1 Bidder has read, understood, and made the Bid in accordance with the provisions of the Bidding Documents.

2.1.2 Bidder has reviewed the construction plans for 6688 L's prepared by Homesite Inc and Balzer Engineering. Has visited the project site and is familiar with the conditions under which the Work is to be performed and the local conditions as related to the requirements of the Contract Documents.

2.1.3 The Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception.

2.1.4 At the time of submission of the Bid, Bidder and all Subcontractors, regardless of tier, have the appropriate current and active licenses issued by the appropriate departments of the State of Virginia, including a Class A Contractor's License, and Gloucester County for the Work to be performed and any licenses specifically required by the Bidding Documents.

2.1.5 Bidder has the expertise and financial capacity to perform and complete all obligations under the Bidding Documents.

2.1.6 The person executing the Bid Form is duly authorized and empowered to execute the Bid Form on behalf of Bidder.

2.1.7 Bidder is aware of and, if awarded the Contract, will comply with applicable Federal, Virginia and Gloucester code requirements in its performance of the Work.

2.1.8 Bidder agrees that by submitting a Bid pursuant to this solicitation, it accepts and will abide by MPPDC's Standard Terms and Conditions, attached to the Bid documents as Appendix D.

ARTICLE 3

BIDDING DOCUMENTS

3.1 COPIES

3.1.1 Bidders may obtain complete sets of the Bidding Documents from the MPPDC website [Bids/RFPs/RFQs \(mppdc.com\)](http://mppdc.com) or <https://www.mppdc.com/index.php/pdcinfo/bids> as designated in the Advertisement for Bids for the sum stated therein, if any. Documents are only available in full sets and shall not be returned.

3.1.2 Bidders shall use a complete set of Bidding Documents in preparing Bids.

3.1.3 In addition to bid documents, MPPDC can make 8.5x11 hard copies of the Bidding Documents available at cost, on the above terms, for the sole purpose of obtaining Bids for the Work and does not confer a license or grant permission for any other use of the Bidding Documents.

3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

3.2.1 Bidder shall, before submitting its Bid, carefully study and compare the components of the Bidding Documents and compare them with any other work being bid concurrently or presently under construction which relates to the Work for which the Bid is submitted; shall examine the Project site, the conditions under which the Work is to be performed, and the local conditions; and shall at once report to MPPDC's Construction Representative errors, inconsistencies, or ambiguities discovered. If Bidder is awarded the Contract, Bidder waives any claim arising from any errors, inconsistencies, or ambiguities, that Bidder, its subcontractors or suppliers, or any person or entity under Bidder on the Contract became aware of, or reasonably should have become aware of, prior to Bidder's submission of its Bid.

3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be addressed by the MPPDC representative or alternate MPPDC representative. Responses will be posted at MPPDC.com as an addendum to the bid packet.

3.2.3 Clarifications, interpretations, corrections, and changes to the Bidding Documents will be made by Addenda issued as provided in Article 3.5. Clarifications, interpretations, corrections, and changes to the Bidding Documents made in any other manner shall not be binding and Bidders shall not rely upon them.

3.3 PRODUCT SUBSTITUTIONS

3.3.1 No substitutions will be considered prior to award of Contract. Substitutions will only be considered after award of the Contract and as provided for in the Contract Documents. Substitutions shall be approved by MPPDC project managing staff and Ware Cove LLC

3.4 ADDENDA

3.4.1 Addenda will be issued only by MPPDC representatives and only in writing. Addenda will be identified as such and will be posted to <https://www.mppdc.com/index.php/pdcinfo/bids>. At its sole discretion, MPPDC may elect to deliver Addenda via facsimile or email to Planholders who have provided a facsimile number or email address. Addenda will be posted at the MPPDC offices.

3.4.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for inspection.

3.4.3 Addenda will be issued such that Planholders should receive them no later than 3 full business days prior to the Bid Deadline. Addenda withdrawing the request for Bids or postponing the Bid Deadline may be issued any time prior to the Bid Deadline.

3.4.4 Each Bidder shall be responsible for ascertaining, prior to submitting a Bid, that it has viewed <https://www.mppdc.com/index.php/pdcinfo/bids> for all issued Addenda.

ARTICLE 4

PRE-BID CONFERENCE

4.1 Bidder should attend the Pre-Bid Conference at which the requirements of the Bidding Documents are reviewed by MPPDC, comments and questions are received from Bidders, and a Project site visit is conducted. MPPDC requires all Pre-Bid Conference attendees to arrive for the meeting on time and to sign an attendance list, which in turn is used to determine which Bidders attended the pre-bid conference. Any Bidder not attending the Pre-Bid Conference in its entirety will proceed at its own risk and agrees that it understands and has complied with the requirements of the Bidding Documents and its Bid.

ARTICLE 5

BIDDING PROCEDURES

5.1 CONTENTS OF BID PACKAGE.

The items to be addressed in the Bid in the order listed are:

1. Cover Sheet
2. Bid Form (Appendix A)
3. Licenses, Experience and Statement of Qualifications (Appendix B)
4. Required Licenses Form (Appendix C) (Not Applicable, covered under Appendix D)

5. Response Capability, Bonding, including schedule
6. References
7. Other Supporting Data
8. MPPDC Standard Terms and Conditions (Appendix D)
9. Submission of Proprietary Information

Section 1 – Cover Sheet

Included on the cover sheet shall be:

- a. The name of the firm and the location of the office that will have the responsibility for the services to be provided.
- b. The name, address, and phone number of a key representative who is knowledgeable about the bid.
- c. The name, address, and phone number of an officer or employee having the authority to bind the company by their signature.

Section 2 – Bid Form

- a. Bids shall be submitted on the Bid Form included with the Bidding Documents. Bids not submitted on the MPPDC's Bid Form (Appendix A) shall be rejected.
- b. The Bid Form shall be filled in legibly in ink or by printer. All portions of the Bid Form must be completed and the Bid Form must be signed before the Bid is submitted. Failure to comply with the requirements of this Article will result in the Bid being rejected as nonresponsive.
- c. Bidder's failure to submit a price for any Alternate will result in the Bid being considered as nonresponsive. If Alternates are called for and no change in the Lump Sum Base Bid is required, indicate "No Change" by marking the appropriate box.
- d. Bidder shall make no stipulations on the Bid Form nor qualify the Bid in any manner.
- e. The Bid Form shall be signed by a person or persons legally authorized to bind Bidder to a contract. Signatures by anyone other than the president, vice president, or general partner should have accompanying documentation that the individual is empowered to bind the company or partnership. Bidder's Representative shall sign and date the Declaration included in the Bid Form. Failure to sign and date the declaration will cause the Bid to be rejected.
- f. Subcontractors

1. Each Bidder shall include documentation including or attempting to address FEMA's 5 requirements for subcontractor affirmative action steps to ensure that small and minority businesses, women's business enterprises, and LSA firms are used when possible, in accordance with 2 C.F.R. § 200.321.
 - (1) Denote qualified small and minority businesses and women's business enterprises to be used, if not why
 - (2) Denote what small and minority businesses, and women's business enterprises are to be utilized, if not why
 - (3) Dividing bid requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;, if not why
 - (4) Utilize delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises, if not why
 - (5) Denote use of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce to identify small and minority businesses, and women's business enterprises, if not why .
2. List in the Bid Form all first-tier Subcontractors that will perform work, labor, or render such services. The Bid Form contains spaces for the following information when listing Subcontractors: (1) portion of the Work; (2) name of Subcontractor; (3) locality of Subcontractor's business location; and (4) contractor license number. An inadvertent error in listing the contractor license number shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive if the corrected contractor's license number is submitted in writing by, and actually received from, the Bidder prior to bid award and provided the corrected contractor's license number corresponds to the submitted name and location for that subcontractor. The failure to list, on the Bid Form, any one of the items set forth above will result in the MPPDC treating the Bid as if no Subcontractor was listed for that portion of the Work and Bidder will thereby represent to MPPDC that Bidder agrees that it is fully qualified to perform that portion of the Work and shall perform that portion of the Work.
3. Subcontractors listed in the Bid Form shall only be substituted after the Bid Deadline with the written consent of MPPDC.

Section 3 – Licenses, Experience and Statement of Qualifications

- a. Include a copy of all required contractor and business licenses, including Bidder's Class A Contractor's License. Complete and attach the Required License Form (Appendix C Covered in Appendix D)).
- b. Include a list of projects performed over the past five years which contain work similar or related to that called for in this solicitation and, at a minimum, include for each project listed the following: project name, brief project description, location of the office responsible for the project, budgeted cost, completed cost, year completed and actual completion date relative to scheduled completion date.
- c. Include the names of all proposed subcontractors on the Bid Form. By proposing such firms or individuals, the Bidder assumes full liability for the subcontractor's performance. The Bidder shall state the amount of previous work experience with the subcontractor.

Section 4 – Required Licenses Form

Complete and attach the Required License Form (Appendix C). (Not Applicable, covered under Appendix D)

Section 5 – Response Capability

State when the Bidder will be available to begin work on the project. Prepare and include a schedule of construction for 6688 L's Island. The schedule shall provide a detailed timeline and significant milestones for completion of the project. The schedule of construction will be included as a part of the signed Agreement with the selected contractor. Give an overview of the workload priority to be assigned to this project and staffing available relative to the Bidder's ability to respond to MPPDC.

Each bidder must provide a bid guarantee equivalent to 5% of the bid price. The bid guarantee must be a firm commitment that, upon acceptance of the bid, the bidder will execute such contractual documents as may be required within the time specified. The bid guarantee must be in the form of a bid bond, certified check, or other negotiable instrument.

The contractor must also provide a performance bond for 100% of the contract price. A performance bond is to be executed in connection with the contract and its purpose is to protect MPPDC from sustaining losses if the contractor fails to fulfill its requirements under the contract.

The contractor must provide a payment bond for 100% of the contract price. A payment bond is executed in connection with a contract to assure payment as required by law for all persons supplying labor and materials in the execution of the work provided for in the contract. If the contractor does not fulfill its obligation in paying for the labor and supplies, the bond assures payment of any loss sustained by the obligation.

Section 6 – References

Give the name, address, and telephone number of references for whom similar work has been performed. MPPDC may, at its discretion, contact these and other known references to discuss the past performance of the firm and project team.

Section 7 – Other Supporting Data

Other information you feel to be relevant to the selection of your firm for this Contract.

Section 8 – MPPDC Standard Terms and Conditions

Complete and sign the MPPDC Standard Terms and Conditions Form in Appendix D.

Section 9 – Submission of Proprietary Information (Submit Under Separate Cover)

Pursuant to the Virginia Public Procurement Act (“VPPA”), Virginia Code § 2.2-4342, trade secrets or proprietary information submitted by an bidder in connection with this procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Bidder must invoke the protection of this section prior to or upon submission of the data or the materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary. Bidders shall submit under separate cover any information considered proprietary and any copyrighted material. Separate cover means that proprietary information must be placed in a separate area of the bid and be clearly identified as containing proprietary and/or copyrighted information.

References may be made within the body of the bid to proprietary information; however, all information contained within the body of the bid not under separate cover and labeled proprietary shall be public information in accordance with state statutes.

Section 10 – Performance and Labor and Material Payment Bond

The bidder must provide a performance bond for 100% of the contract price. A performance bond is to be executed in connection with the contract and its purpose is to protect MPPDC from sustaining losses if the contractor fails to fulfill its requirements under the contract.

The contractor must provide a payment bond for 100% of the contract price. A payment bond is executed in connection with a contract to assure payment as required by law for all persons supplying labor and materials in the execution of the work provided for in the contract. If the contractor does not fulfill its obligation in paying for the labor and supplies, the bond assures payment of any loss sustained by the obligation.

The Bidder is qualified to do business under the laws of the Commonwealth of Virginia and satisfactory to MPPDC, as surety, is request for the faithful performance of the contract, the payment from labor and materials, and for the guarantee and maintenance of the work. The successful Bidder may furnish the Performance and Labor and Material Payment Bonds within ten (10) days of the executed contract. The Bidder is requested to complete and the Bid Bond Form in Appendix E.

5.2 SUBMISSION OF BIDS

5.2.1 The Bid Form and all other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the MPPDC office. The envelope shall be identified with the Project name, Bidder's name and address, and, if applicable, the designated portion of the Project for which the Bid is submitted. 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.

5.2.2 Bids shall be deposited at the designated location on or before the Bid Deadline. A Bid received after the Bid Deadline will be returned to Bidder unopened.

5.2.3 Bidder assumes full responsibility for timely delivery at the location designated for receipt of Bids.

5.2.4 Oral, telephonic, electronic mail (e-mail), facsimile, or telegraphic Bids are invalid and will not be accepted.

5.2.5 Each Bidder shall submit one (1) original and five (5) copies of their bid.

5.2.6 All information requested in this solicitation should be submitted. Failure to submit all information requested may result in the bid being deemed non-responsive. Bids which are deemed non-responsive, incomplete, or lack key information may be rejected in full by MPPDC.

5.2.7 All pages of the bid should be numbered.

5.2.8 Bids should be organized and include all required information as required in this solicitation, including the Bid Form (**Appendix A**).

5.2.9 Each bid shall be printed in English.

5.2.10 Except as otherwise provided, and in accordance with Virginia Code § 2.2-4342, all proceedings, records, contracts, and other public records relating to MPPDC's procurement transactions shall be open to the inspection of any citizen, or any interested person, firm, or corporation, in accordance with the Virginia Freedom of Information Act (Virginia Code § 2.2-3700 et seq.). Bids shall not be available for inspection by Bidders until interviews, if scheduled, are completed. After award, all bids become a matter of public record and are available for inspection by the public, except those portions of the bids that were properly and timely identified as proprietary and/or copyrighted, and thus not subject to the Virginia Freedom of Information Act.

5.1.11 MPPDC will assume no responsibility for oral instruction or interpretation. Any question regarding the procurement solicitation shall be in writing.

5.1.12 Any contact with any MPPDC representative, other than that outlined above, concerning this RFP is prohibited. Such unauthorized contact may disqualify an Bidder from this procurement.

5.1.13 Each Bidder shall be prepared, if so requested by MPPDC, to present evidence of their experience, qualifications and financial ability to carry out the terms of the Contract.

5.3 MODIFICATION OR WITHDRAWAL OF BID

5.3.1 Prior to the Bid Deadline, a submitted Bid may be modified or withdrawn by notice to the MPPDC representative receiving Bids at the location designated for receipt of Bids. Such notice shall be in writing over the signature of Bidder and, in order to be effective, must be received on or before the Bid Deadline. A modification so made shall be worded so as not to reveal the amount of the original Bid.

5.3.2 A withdrawn Bid may be resubmitted on or before the Bid Deadline, provided that it fully complies with the Bidding Requirements.

5.3.4 Bids may not be modified, withdrawn, or canceled within 30 days after the Bid Deadline unless otherwise provided in Supplementary Instructions to Bidders.

ARTICLE 6

CONSIDERATION OF BIDS

6.1 OPENING OF BIDS

6.1.1 Bids which have the required identification and are received on or before the Bid Deadline will be opened publicly.

6.2 REJECTION OF BIDS

6.2.1 MPPDC will have the right to reject all Bids.

6.2.2 MPPDC will have the right to reject any Bid not accompanied by the required items in the Bidding Documents, or a Bid which is in any other way incomplete or irregular.

6.3 AWARD

6.3.1 MPPDC will have the right, but is not required, to waive nonmaterial irregularities in a Bid. If the MPPDC awards the Contract, it will be awarded to the responsible Bidder submitting the lowest responsive Bid as determined by MPPDC and who is not rejected by MPPDC for failing or refusing, within 10 days after receipt of notice of selection, to sign the Agreement or submit to MPPDC all of the items required by the Bidding Documents.

6.3.2 MPPDC will have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents. The opening of Bids and evaluation of Alternates will be conducted in accordance with MPPDC procedures. The representative of the MPPDC may select the Alternates to be used in determining the low Bidder. After determination of the apparent low Bidder has been made, MPPDC will publicly disclose the identity of each Bidder that submitted a Bid and the amount of each such Bid.

6.3.3 MPPDC will determine the low Bidder on the basis of the sum of the Lump Sum Base Bid plus or minus the amounts of all Alternates to be included in the Contract Sum at the time of award.

The Contract Sum will be the sum of the Lump Sum Base Bid and the additive or deductive amounts for all Alternates MPPDC has elected to be included in the Contract Sum as of the time of award.

6.3.4 The MPPDC will post the Bid results in a public place at the address where the Bids are received.

6.3.5 MPPDC will select the apparent lowest responsive and responsible Bidder and notify such Bidder within 20 days (unless the number of days is modified in Supplementary Instructions to Bidders) after the Bid Deadline or reject all Bids. Within 10 days after receipt of notice of selection as the apparent lowest responsive and responsible Bidder, Bidder shall submit to MPPDC all of the following items:

1. Three originals of the Agreement signed by Bidder.
2. Certificates of Insurance.
3. Name of, qualifications of, and references for the construction Superintendent proposed for the Work.
4. Names of all Subcontractors, with their addresses, telephone number, facsimile number, email address, contact person, portion of the Work, Virginia contractor license number, and designation of any Subcontractor as a Small-, Women- or Minority-owned Business Enterprise (SWAM) or Disabled Veteran Business Enterprise (DVBE). Evidence, as required by MPPDC, of the reliability and responsibility of the proposed Subcontractors such as statements of experience, statements of financial condition, and references.
5. The final construction schedule for the project.
6. Cost Breakdown as may be required.

6.3.6 Prior to award of the Contract, MPPDC will notify Bidder in writing, if MPPDC, after due investigation, objects to a Subcontractor or Superintendent proposed by Bidder, in which case Bidder shall propose a substitute acceptable to MPPDC. Failure of MPPDC to object to a proposed Superintendent or Subcontractor prior to award shall not preclude MPPDC from requiring

replacement of Superintendent or any Subcontractor based upon information received subsequent to award, information which cannot be properly evaluated prior to award due to time constraints, or information relating to a failure to comply with the requirements of the Contract.

6.3.7 If Bidder submits three originals of the signed Agreement and all other items required to be submitted to MPPDC within 10 days after receipt of notice of selection as the apparent lowest responsive and responsible Bidder, and if all such items comply with the requirements of the Bidding Documents and are acceptable to MPPDC, MPPDC will award the Contract to Bidder by signing the Agreement and returning a signed copy of the Agreement to Bidder.

6.3.8 If MPPDC consents to the withdrawal of the Bid of the apparent lowest responsive and responsible Bidder, or the apparent lowest responsive and responsible Bidder fails or refuses to sign the Agreement or submit to MPPDC all of the items required by the Bidding Documents, within 10 days after receipt of notice of selection, or that Bidder is not financially or otherwise qualified to perform the Contract, MPPDC may reject such Bidder's Bid and select the next apparent lowest responsible Bidder, until all Bids are exhausted, or reject all Bids.

ARTICLE 7

BID PROTEST

7.1 FILING A BID PROTEST

7.1.1 Any Bidder, person, or entity may file a Bid protest. The protest shall specify the reasons and facts upon which the protest is based and shall be in writing and received by MPPDC not later than 5:00 pm on the 3rd business day following:

1. The date of the Bid opening if the Bid Form does not contain any Alternate(s);
2. The date of posting of Bid results if the Bid Form contains any Alternate(s).

7.1.2 If a Bid is rejected by MPPDC, and such rejection is not in response to a Bid protest, any Bidder, person or entity may dispute that rejection by filing a Bid protest (limited to the rejection) in writing and received by MPPDC not later than 5:00 pm on the 3rd business day following the rejected Bidder's receipt of the notice of rejection.

7.1.3 For the purpose of computing the time period in this Article 7, the date of receipt of any notice shall be the date on which the intended recipient of such notice actually received it. Delivery of any notice may be by any means, with verbal or written confirmation of receipt by the intended recipient.

7.2 RESOLUTION OF BID CONTROVERSY

7.2.1 MPPDC will investigate the basis for the Bid protest and analyze the facts. MPPDC will notify Bidder whose Bid is the subject of the Bid protest of evidence presented in the Bid protest and evidence found because of the investigation, and, if deemed appropriate, afford Bidder an opportunity to rebut such evidence, and permit Bidder to present evidence that it should be allowed to perform the Work. If deemed appropriate, an informal hearing will be held. MPPDC will issue a written decision within 15 days following receipt of the Bid protest, unless factors beyond MPPDC's reasonable control prevent such a resolution, in which event such decision will be issued as expeditiously as circumstances reasonably permit. The decision will state the reasons for the action taken by MPPDC. A written copy of the decision will be furnished to the protestor, the Bidder whose Bid is the subject of the Bid protest, and all Bidders affected by the decision. As used in this Article 7, a Bidder is affected by the decision on a Bid protest if a decision on the protest could have resulted in the Bidder not being the lowest responsible and responsive Bidder for the Contract. A written copy of the MPPDC's decision must be received by the protestor, the Bidder whose Bid is the subject of the Bid protest, and all Bidders affected by the decision no later than 3 business days prior to award of the contract.