



PROCUREMENT: Bid and Contract Documents For Materials Procurement

PROCUREMENT – Materials

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FOR MATERIALS PROCUREMENT**

1 – MATERIALS / EQUIPMENT

1.1 Sample Advertisement and Invitation for Bids

Recipients may use the following format to advertise for bids on materials:

"The (name of Grant Recipient) will receive bids for (brief description of materials and or equipment) until (time) on (day and date) at (address of where bids are to be delivered). The bids will be publicly opened and read aloud at (time) on (day and date) at (address of bid opening location).

Bids are invited for the several items and quantities as follows:

1. [List a brief description of the required items and quantities here.]
- 2.
- 3.

Bid/Contract Documents, including Technical Specifications are on file at (address(s) at which specifications can be obtained).

A bid bond in the amount of 5% of the bid issued by an acceptable surety may be required with each bid. A certified check or bank draft payable to the (Grant Recipient's name) or negotiable U.S. Government Bonds (as par value) may be submitted in lieu of the Bid Bond.

The (name of Grant Recipient) reserves the right to reject any or all bids or to waive any informalities in the bidding.

Bids may be held by (name of Grant Recipient) for a period not to exceed 30 days from the date of the bid opening for the purpose of reviewing the bids and investigating the bidders' qualifications prior to the contract award.

(name of Grant Recipient) _____ (contracting officer), (title)
_____ (date)

All contractors and/or subcontractors who are debarred, suspended or otherwise excluded from or ineligible for participation on federal assistance programs may not undertake any activity in part or in full under this project."



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1.2 *Sample Instructions to Bidders for Materials Procurement Proposals*

Instructions to Bidders

1. Interpretations or Addenda

No oral interpretations will be made to any bidder. Each request for an interpretation shall be made in writing to (Grant Recipient or engineer) no less than seven (7) days prior to the bid opening. Each interpretation made will be in the form of an Addendum to the contract documents and will be distributed to all parties holding contract documents no less than five (5) days prior to the bid opening. It is, however, the bidder's responsibility to make inquiry as to any addenda issued. All such addenda shall become part of the contract documents and all bidders shall be bound by such addenda.

2. Alternate bid items

No alternate bids or bid items will be considered unless they are specifically requested by the technical specifications.

3. Bids

- a) All bids must be submitted on the forms provided and are subject to all requirements of the Contract Documents, including the Drawings.
- b) All bids must be regular in every respect and no interlineation, excisions or special conditions may be made or included by the bidder.
- c) Bid documents, including the bid, and the bid bond shall be sealed in an envelope and clearly labeled with the words "Bid Documents", the project number, name of bidder and the date and time of bid opening.
- d) The Grant Recipient may consider as irregular any bid on which there is an alteration of or departure from the bid form and, at its option, may reject any irregular bid.
- e) If a contract is awarded, it will be awarded to a responsible bidder on the basis of the lowest/best bid and the selected alternate bid items, if any.

4. Bid Modifications Prior to Bid Opening

- a) Any Bidder may modify his bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the Grant Recipient prior to the closing time, and provided further, the Grant Recipient is satisfied that a written confirmation of the telegraphic modification over the signature of the Bidder was mailed prior to the closing time. The telegraphic communication should not reveal the bid price but should provide the addition, subtractions or other modifications so that the final prices or terms will not be know by
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the Grant Recipient until the sealed bid is open. If written confirmation is not received within two (2) days from the closing time, no consideration will be given to the telegraphic modification.

- b) Likewise, any Bidder may modify a bid by submitting a supplemental bid in person prior to the scheduled closing time for receipt of bids. Such supplemental bid should mention only additions or subtractions to the original bid so as to not reveal the final prices or terms to the Grant Recipient until the sealed bid is open.

5. Bid Bond

A bid bond in the amount of 5% of the bid issued by an acceptable surety may be required with each bid. A certified check or bank draft payable to the Grant Recipient or negotiable U.S. Government Bonds (as par value) may be submitted in lieu of the Bid Bond.

6. Corrections

Erasures or other corrections in the bid must be noted over the signature of the bidder.

7. Time for Receiving Bids

Bid received prior to the advertised hour of opening shall be kept securely sealed. The officer appointed to open the bids shall decide when the specified time has arrived and no bid received thereafter will be considered.

8. Opening of Bids

The Grant Recipient shall, at the time and place fixed for the opening of bids, cause each bid to be publicly opened and read aloud, irrespective of any irregularities therein.

9. Withdrawal of Bids

Bidder may withdraw the Bid before the time fixed for the opening of Bids by communicating his purpose in writing to the Grant Recipient. Upon receipt of such notice, the unopened Bid will be returned to the Bidder. The bid guaranty of any bidder withdrawing his bid in accordance with the above will be returned promptly.

10. Award of Contract/Rejection of Bids

The contract will be awarded to the responsive, responsible Bidder submitting the lowest/best bid. The bidder selected will be notified at the earliest possible date. The Grant Recipient reserves the right to reject any or all bids and to waive any informality in bids received where such rejection or waiver is in its interest.



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11. Execution of Agreement

The failure of the successful bidder to execute the agreement and supply the required bonds within ten (10) days after the prescribed forms are presented for signature, or within such extended period as the Grant Recipient may grant, shall constitute a default and the Grant Recipient may, at its option either award the contract to the next lowest responsible bidder, or re-advertise for bids. In either case, the Grant Recipient may charge against the bidder the difference between the amount of the bid, and the amount for which a contract is subsequently executed irrespective of whether this difference exceeds the amount of the bid bond. If a more favorable bid is received through re-advertisement, the defaulting bidder shall have no claim against the Grant Recipient for a refund.

12. Equal Employment Opportunity

Attention is called to the requirements for ensuring that employees and applicants for employment are not discriminated against because of their race, color, creed, sex, or national origin.

1.3 *Sample: General Contract Conditions*

General Contract Conditions

1. Materials and Workmanship

- a) Unless otherwise specifically provided for in the Technical Specifications, all materials and articles utilized in the work shall be new and the best grade available. Where equipment, materials, or articles are referred to in the Technical Specifications as "equal to" any particular standard, the Engineer shall decide the question of equality.
 - b) The successful bidder shall furnish to the Grant Recipient for approval the manufacturer's detailed specifications for all mechanical, other special equipment and all materials or articles, together with full information as to type, performance characteristics, and all other pertinent information as required.
 - c) Materials specified by reference to the number or symbol of a specific standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation for Bids, except as limited to type, class or grade, or modified in the Technical specifications shall have full force and effect as though printed therein.
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2. Samples and Tests

- a) Approval of any materials shall be general only and shall not constitute a waiver of the Grant Recipient's right to demand full compliance with Contract requirements. After actual deliveries, the Engineer will have such check tests made as he deems necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and articles have been given general approval.
- b) Except as otherwise specifically stated in the Contract, the costs of sampling and testing will be divided as follows:
 - The Contractor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, except those samples taken on the project by the Engineer;
 - The Contractor shall assume all costs of re-testing materials which fail to meet contract requirements;
 - The Contractor shall assume all costs of testing materials offered in substitution for those found deficient; and
 - The Grant Recipient will pay all other expenses.

3. Compliance with Air and Water Acts

- a) In compliance with the Clean Air Act, as amended, 41 U.S.C. 7401 et. seq., and the regulations of the Environmental Protection Agency (EPA) with respect thereto the Contractor agrees that:
 - Any facility to be utilized in the performance of this contract or any subcontract shall not be a facility listed on the EPA List of Violating Facilities pursuant to 40 CFR 15.20.
 - S/he will comply with all requirements of Section 114 of the Clean Air Act, as amended.
- b) Materials shall be free of any hazardous materials, except as may be specifically provided for in the specifications.

4. Equal Employment Opportunity

- a) The Contractor will not discriminate against any employee or the applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Grant Recipient.
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- b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- c) The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- d) The Contractor shall take affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions.
- e) Contractors are encouraged to participate in voluntary associations which assist in fulfilling their affirmative action obligations.
- f) A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority.
- g) The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- h) The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts.
- i) Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents.

5. Affirmative Action for Handicapped Workers

The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, promotion, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.



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6. Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

7. The Provision of Local Training, Employment, and Business Opportunities

- a) To the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project. See GLO Section 3 Policy.
- b) The Contractor will include this clause in every subcontract for work in connection with the project.

8. Non-segregated Facilities

The Contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Contractor covenants that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. As used in this paragraph the term "segregated facilities" means any waiting rooms, work areas, rest rooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise.

9. Liquidated Damages

Since the actual damages for any delay under this contract are impossible to determine, the Contractor and his Sureties shall be liable for and shall pay to the Grant Recipient the sum of (_____) Dollars (\$_____) as fixed, agreed and liquidated damages for each calendar day of delay from the above stipulated time for delivery.
