

INSTRUCTIONS TO BIDDERS

Bid Posting Date 5/22/24

PROJECT NAME: Captain Sinclair Pool House Addition

LOCATION: 9524 Whitaker Drive, Gloucester, VA 23061

CONTRACT NO. MPPAA 24-01

CONSTRUCTION PROJECT MANAGER

- **CONSTRUCTION POINT OF CONTACT:** Lewis L. Lawrence, Executive Director, Middle Peninsula Planning District Commission
EMAIL: llawrence@mppdc.com
PHONE: 804 758-2311
- **CONSTRUCTION ALTERNATE POINT OF CONTACT:** Neal J. Barber
Email: nealbarber1944@gmail.com
PHONE: 804 761-0186

DESIGN FIRM: Balzer and Associates

DESIGN PROJECT MANAGER

- **DESIGN POINT OF CONTACT NAME:** Taylor Goodman
EMAIL: tgoodman@balzer.cc
PHONE: 804 794-0571

OWNER: Middle Peninsula Chesapeake Bay Public Access Authority (MPPAA)

- **OWNER POINT OF CONTACT NAME;** Lewis L Lawrence, Executive Director, Middle Peninsula Chesapeake Bay Public Access Authority
EMAIL: llawrence@mppdc.com
PHONE: 804 758-2311

Pre Construction Meeting: May 29th, 2023 at 12:00 P.M. 9524 Whittaker Drive, Gloucester VA

All Bids Due: 12:00 P.M. EST on June 20th, 2023 to the MPPDC Office located at 125 Bowden St., Saluda, Virginia 23149

INTRODUCTION

Purpose

Instructions to Bidders provides or explains the following: definitions of terms used in the bidding documents, bidder's representations, information regarding the bidding documents and the pre-bid conference, bidding procedures, bid consideration procedures, and bid protest procedures.

All bids in response to this Invitation to Bid and any resulting contract shall be consistent with and governed by the Virginia Public Procurement Act.

All bids shall be turned in no later than [12:00 P.M. EST] on [June 20th], 2023 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 issuing department 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.

This procurement shall utilize competitive sealed bidding, pursuant to §§ 2.2-4302.1 and 2.2-4303.

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:

Lewis Lawrence

Executive Director

Middle Peninsula Planning District Commission

125 Bowden Street

Saluda, VA 23149

Phone: 804-384-7509

Web: www.mppdc.com

Email: llawrence@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.

Pricing

MPPDC will award a fee-for-service contract with a capped funding amount. 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.

Modifications and Additions:

Since the Instructions to Bidders is a core document, no modifications are allowed to this document. Authorized modifications are made by way of the Supplementary Instructions to Bidders.

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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 “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, Middle Peninsula Chesapeake Bay Public Access Authority (MPPSAA).

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 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 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 office 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 MPPDC makes copies of the Bidding Documents available, 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 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 to the MPPDC representative or alternate MPPDC representative.

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.

3.4 ADDENDA

3.4.1 Addenda will be issued only by MPPDC representatives and posted to MPPDC website: [Bids/RFPs/RFQs \(mppdc.com\)](http://Bids/RFPs/RFQs (mppdc.com)) or <https://www.mppdc.com/index.php/pdcinfo/bids>. Addenda will be identified as such and posted. 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.

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

3.4.3 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 reviewed all issued Addenda found at [Bids/RFPs/RFQs \(mppdc.com\)](http://Bids/RFPs/RFQs (mppdc.com)) or <https://www.mppdc.com/index.php/pdcinfo/bids>.

ARTICLE 4

PRE-BID CONFERENCE

4.1 Bidder is encouraged to 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 encourages all Pre-Bid Conference attendees to arrive for the meeting on time and to sign an attendance list.

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

10. Performance and Payment Bonds (Optional - Bid Bond in Appendix E)

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 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.

2. 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).
- 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).

Section 5 – Response Capability

State when the Bidder will be available to begin work on the project. Prepare and include a schedule of construction of the renovation of the Main House. 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.

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 is encouraged but not required to submit a Performance Bond and a Labor and Material Payment Bond each in a sum equal to 100% of the negotiated price and duly executed by the Bidder as principal and by a surety company 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 a Bidder from this procurement.

5.1.13 Each Bidder shall be prepared, if 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, 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 if 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 all Unit Prices multiplied by their respective Estimated Quantities as stated in the Bid Form, if any, plus the daily rate for Compensable Delay multiplied by the "multiplier" as stated in the Bid Form, plus 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 responsive and responsive Bidder for the Contract. A written copy of the MPPDC's decision must be received by the

protester, 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.