

**CONSTRUCTION, REMODELING, REPAIR WORK  
INSTRUCTIONS FOR SUBMITTING BIDS**

To be considered, bids must be submitted in accordance with these instructions.

**NOTE: THESE ARE GENERAL INSTRUCTIONS FOR SUBMITTING BIDS. ADDITIONAL AND/OR CONFLICTING INSTRUCTIONS OUTLINED IN THE GENERAL SPECIFICATIONS IN THE INVITATION FOR BIDS (IFB) MAY SUPERSEDE THESE INSTRUCTIONS.**

**DEFINITIONS**

**Bidding Documents**

Includes the Invitation for Bid, Instructions to Bidders, Bid Form, General Conditions of the Contract and/or Supplemental Conditions of the Purchase Order, General and Standard Specifications, including any addenda issued prior to the due date of bids.

**Addenda**

Are written or graphic instructions issued by the County prior to the bid opening, which modify or interpret the bidding documents by additions, deletions, clarifications or corrections. Addenda will become part of the contract documents when the contract is executed.

**Bid**

Is a complete and properly signed offer to do the work requested in the Invitation for Bids, for the sum stipulated on the Bid Form, supported by data called for in the bidding documents.

**Alternate**

May be submitted if the alternate will fulfill the requirements of the bid. The County's decision of approval or disapproval of an alternate bid shall be final.

**Bidder**

Is a firm or individual that submits a bid for a prime contract with the County for the work described in the Invitation for Bids.

**Sub-Bidder**

Is one who submits a bid to a prime contractor to supply some or all materials or labor for the work.

**County Representative**

When reference is made to the County Representative this should be taken to mean either "Engineer" or "Architect", and may include a designated employee of El Paso County.

**BID DOCUMENTS**

If not included with the Invitation for Bids, interested bidders may obtain a complete set of bid documents from the Contracts and Procurement Division, 210 S Tejon Street, Suite 138, Colorado Springs, CO 80903.

Complete sets of bid documents shall be used in preparing bids. The County does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of bid documents.

The County, in making copies of the bid documents available on the above terms, does so only for the purpose of obtaining bids on the work and does not confer a license or grant for any other use. Bidder shall return all required bid documents to the County with the submission of their bids.

**EXAMINATION OF DOCUMENTS AND SITE**

Each bidder, by submitting a bid, represent that he/she has read and understands the bid documents and have visited the site to obtain first-hand knowledge of existing local conditions under which the work is to be performed. Contractors will not be given extra payments for conditions that could be determined by examination of the documents and the site.

**SUBSTITUTIONS**

The materials, products and equipment described in the bid documents establish a standard of required functions, dimensions, appearance and quality to be met by any proposed substitute. No substitutions will be considered unless a written or faxed request for approval has been submitted by the bidder and has been received by the County at least three (3) days prior to the date and hour for receipt of bids. Requests received after this time will not be considered.

Each such request shall include the name of the material for which a substitute is proposed and a complete description of the proposed substitute including catalog cuts, performance and test data or other information necessary for a complete evaluation of the substitute. The County's decision of approval or disapproval of a proposed substitute shall be final.

If the County approves any proposed substitution, such approval will be set forth in an addendum. Bidders shall not rely upon approvals made in any other manner.

**INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS**

Bidders shall promptly notify the Contracts and Procurement Division of any ambiguity, inconsistency or error which they may discover upon examination of the bid documents or of the site and local conditions. Bidders requiring a clarification or interpretation of the bid documents may call or make a written request to the Contracts Division Manager no later than three (3) calendar days prior to the date and time for receipt of bids. Mail or fax requests for clarification to: EPC Contracts & Procurement Division, 210 S Tejon Street, Suite 138, Colorado Springs, CO 80903 - Fax 719-520-6730

Any interpretation, correction or change of the bid documents will be made by the County by written addendum. Interpretations, corrections or changes in the bid documents made in any other manner will not be binding, and bidders shall not rely upon such interpretations, corrections or changes.

**ADDENDA**

Addenda will be mailed or delivered to each bidder recorded by the Financial Services and Contracts Division to have received complete sets of the bid documents. Copies will be made available for inspection wherever bid documents are on file for that purpose. No addenda will be issued later than three (3) working days prior to the date for receipt of bids, except an addendum to postpone the date for receipt of bids or for withdrawing the request for bids. Each bidder shall ascertain, prior to submitting their bid, that they have received all addendum's issued, and shall acknowledge receipt of such with their bid.

**PREPARATION OF BIDS**

Complete all necessary blank spaces on those forms indicated on the Bidder's Checklist. Include all alternate bids on a separate copy of the Bid Form labeled "Alternate Bid". Failure to comply may be cause for rejection.

Any interlineation, alteration or erasure must be initialed by the signer of the bid. Bidder shall make no additional stipulations on the Bid Form nor qualify the bid in any other manner.

Each copy of the bid shall include the legal name of the bidder and shall be signed by the person or persons legally authorized to bind the bidder to a contract. A bid by a corporation shall further indicate the State of Incorporation and have the corporate seal affixed. A bid submitted by a agent shall have a current Power of Attorney attached certifying the agent's authority to bind the bidder.

**BID SECURITY**

If required in the Invitation for Bids, a bid shall be accompanied by a Bid Security, made payable to the County in the amount of five (5%) of the sum, pledging that the bidder will enter into a contract with the County on the terms stated in the bid and will, if required, furnish Performance Bonds as described hereafter. Should the bidder refuse to enter into such a contract or fail to furnish bonds, the amount of the Bid Security shall be forfeited to the County as liquidated damages and not as a penalty.

Bid Security shall be either a certified check, cashiers check or Bid Bond. A Bid Bond shall be written in the form of A1A Document A310 and the attorney in fact who executes the bond on behalf of a surety shall affix to the bond a certified and current copy of their Power of Attorney.

The bidder's security will be retained until the successful bidder has signed the contract and furnished the required performance and payment bonds. The County reserves the right to retain the security of the next three (3) lowest bidders until the successful bidder enters into a contract, or until thirty (30) days after the bid opening, whichever comes first. All other bid securities will be returned as soon as possible.

**NON-COLLUSION AFFIDAVIT OF PRIME BIDDER**

If requested, bidder shall submit with the bid the completed and notarized Non-Collusion Affidavit.

**NON-DISCRIMINATORY PRACTICES**

Contracts issued for work under this bid will obligate the contractor and subcontractor(s) not to discriminate in employment practices.

**SALES & USE TAXES**

Bids are to be submitted without Federal Excise, Colorado Sales Taxes, and El Paso County Sales Tax as El Paso County is exempt. The bidder and all sub-bidders shall include in their bids all City of Colorado Springs Sales and Use Tax. The successful contractor shall furnish the County with originals of the City of Colorado Springs Sales Tax Forms 16 and ST16A with each monthly request for progress payment. If the contractor fails to keep such records resulting in the inability of the County to collect the amount of Sales Tax which the County would have recovered had the contractor kept satisfactory records.

**METRIC MEASUREMENTS**

The Financial Services and Contracts Division is encouraging the use of Metric measurements on bids and drawings for all lengths, weight, areas and volumes. If metric is quoted, all dimensions shall be shown as "duel measurements", i.e., both US and Metric.

**SUBCONTRACTOR LISTING**

If not a part of the bid, then within seven (7) days of receiving a NOTICE OF AWARD, the successful bidder shall submit a complete list of subcontractors proposed for the work. The subcontractor list shall be on the form supplied by the County and shall include all information required thereon.

**SUBMISSION OF BIDS**

All bids shall be submitted on the form provided in duplicate unless a greater quantity is requested in the specifications. Failure to fully and explicitly provide any information requested may subject the bid to disqualification. The bid must be signed by an authorized representative of your company to be considered.

Submit all copies of your bid and any other documents required in a sealed envelope. Address the envelope to El Paso County Financial Services and Contracts Division and identify it with the project name and bid number. If your bid is not clearly marked as specified and inadvertently opened, it may result in the bid being rejected.

Bids shall be delivered to the Financial and Contract Services Division prior to the time and date specified on the Invitation for Bids. The bidder assumes full responsibility for timely delivery. Bids received after the time and date will be returned to the bidder unopened.

**ALTERNATE BIDS**

Alternate bids shall be submitted on separate Bid Forms and identified as such. However, such alternates must meet or exceed all functions of the original specifications. El Paso County retains the right to accept or reject all alternate bids.

**CONFLICT OF INTEREST**

Full disclosure of any and all actual or perceived conflicts of interest must be included with your proposal. Examples of such conflicts of interests include, but are not limited to, vendor/County employee relationship, vendor/public official relationship, vendor's financial interest in the project.

**MODIFICATION OR WITHDRAWAL OF BIDS**

Bids may be modified or withdrawn only by giving notice to the Financial Services and Contracts Division prior to the date and time designated for the opening of bids. Such notice shall be in writing or by fax and must be signed by an authorized representative of the bidder. If by fax, written confirmation must be mailed and postmarked on or before the date and time set for opening of bids and shall be so worded as to not reveal the amount of the original bid.

Withdrawn bids may be re-submitted up to the time and date designated for opening of bids provided they are in full conformance with these instructions.

Bids may not be modified, withdrawn or canceled by the bidder for a period of sixty (60) days after the bid opening. Bids may be withdrawn after the bid opening without forfeiture of the Bid Security only if the County refuses in writing to accept any person or firm listed on the bidder's subcontractor list.

**PRICING**

Your bid should be your best and final offer to supply labor, materials and equipment to include final as built drawings, necessary to perform the work specified in the bid documents. All quoted prices shall be firm for a period of sixty (60) days from the bid opening date or until a contract is awarded, whichever comes first.

**BID OPENING**

Bids will be publicly opened and read on the date and time specified in the Invitation for Bids. In the event of an emergency situation (i.e., large snow storm, tornado, etc.), which causes the Board of County Commissioners to close the El Paso County Offices, the Contracts Division Manager has the option to reschedule the bid opening date. All bidders will be allowed to submit their bids prior to the new date and time specified.

**AWARD OF CONTRACT**

It is the intent of the County to award a contract to the lowest conforming, responsible bidder or bidders, provided the bids are judged to be reasonable and do not exceed the amount of funds appropriated by the County for the specified work.

The County reserves the right to accept or reject any or all bids or any part of a bid, to award a contract to other than the lowest bidder, and to waive any informality or irregularity in the bids received. The County also reserves the right to reject a bid if the bidder fails to submit the data required by these Instructions to Bidders or if the bid is in any way incomplete or irregular. Award will be made based on assessment by the County of what is most advantageous for the County taking price and other factors into consideration.

El Paso County is not liable for any costs which may have been incurred by bidders prior to the issuance of a contract or purchase order.

**PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND**

If specified in the Invitation for Bids, the County shall require the successful bidder to furnish a performance bond and labor and material payment bonds, each in the amount of 100% of the contract sum, to cover faithful performance of the contract and payment of all obligations arising thereunder. Such bonds shall be written in the form of A1A Document A311, recent edition, or in such other form as the County may accept and with a surety company licensed to do business in the State of Colorado and listed on the US Treasury Federal Registry. Bidder shall require the Attorney in Fact who executes required bonds on behalf of the surety to affix a certified and current copy of their Power of Attorney thereto. Premium on such bonds shall be paid by the contractor.

The successful Bidder shall deliver the required bonds to the Financial Services and Contracts Division Manager prior to the date of execution of the contract. Failure or neglect to deliver said bonds as specified shall be considered as abandonment of the contract.

**INSURANCE**

Contractor shall procure and maintain for the duration of the work the following insurance coverage:

Standard Workers' Compensation and Employers' Liability, including occupational disease, covering all employees engaged in performance of work at the site, in the amount required by State statutes.

Comprehensive general public liability and property damages insurance	
Bodily injury:	\$150,000 (each person)
	\$600,000 (each occurrence)
Property damage:	\$600,000 (each occurrence)
Comprehensive auto liability insurance:	
Bodily injury:	\$150,000 (each person)
	\$600,000 (each occurrence)
Property damage:	\$600,000 (each occurrence)

If workers' compensation insurance is carried by the State Compensation Insurance Fund, evidence of such coverage shall be submitted on a certificate form; if by private carrier, on certificate of insurance.

The contractor shall not commence work under the contract until he has obtained all insurance required by the contract documents and such insurance has been approved by the Contracts Division Manager; nor shall the contractor allow any subcontractor to commence work on this project until all similar insurance required of the subcontractor has been obtained and approved. During the life of the contract, the contractor must maintain all insurance coverage listed above. **The County must be named as an additional insured on the insurance certificate.** Any subcontractors must also have coverage in the same amount and form as the prime contractor.

#### **EXECUTION OF CONTRACT**

Notwithstanding any delay in the preparation and execution of the formal contract, each bidder shall be prepared, upon receiving a written NOTICE OF AWARD, NOTICE TO PROCEED or a PURCHASE ORDER, to commence work per the bid documents.

The successful bidder shall assist and cooperate with the County in preparing the formal contract and within ten (10) calendar days following its presentation shall execute same and return it to the County Contracts Division Manager.

Should the successful bidder be unwilling to fulfill the contract, he must notify the County Financial Services & Contracts Division in writing. The contractor's name will then be removed from the approved bidder's list for a period of twelve (12) months from date of failure to perform.

#### **USE BY OTHER JURISDICTIONS**

Awarded vendor may elect to extend the resulting contract or price agreement, pricing, terms and conditions to any Colorado political subdivision, but is not obligated to do so.

#### **DEPOSIT FEE**

A deposit may be required for sets of plans and specifications when made a part of the Invitation for Bids. Details regarding the deposit amount and refund amount, if any, are explained in the Invitation for Bids.

#### **BIDDER LISTING**

A bidder who fails to respond to three (3) consecutive Invitation for Bids will be removed from the bidders list. Bidders are advised to respond with a "NO BID" or "UNABLE TO QUOTE" response in the event they are unable to bid. Bidders may be restored to the bidder's list only by written request.

#### **EVALUATION CRITERIA**

##### **GENERAL**

- ◆ The bids received will be evaluated in accordance with the general criteria defined herein or superseded in the bid documents. The recommendations of this committee will be forwarded to the Contracts Division Manager.
- ◆ Failure of the bidder to provide any information requested in this bid may result in disqualification of the bid and shall be the responsibility of the bidding individual or firm.
- ◆ The sole objective will be to recommend the contractor whose bid is most responsive to El Paso County 's needs while staying within the funds available. The specifications within this bid document represent the minimum performance required for bidding.

##### **CRITERIA**

- ◆ Adequacy and completeness of the bid with regard to the information requested in the bid. Compliance with terms, conditions and other provisions contained in the bid specifications.
- ◆ Total Cost
- ◆ Available equipment and qualified personnel appropriate to this project.
- ◆ Previous background and experience of contractor and staff relevant to this bid
- ◆ Contractor's apparent general financial conditions.
- ◆ Completion time quoted
- ◆ References (if requested as part of the bid)
- ◆ Warranty period (if not stated by the County)
- ◆ List of subcontractors submitted by contractor
- ◆ El Paso County reserves the right to consider the environmental impact a product or material will have on the community during the evaluation of a bid or proposal.

#### **FAX POLICY**

The Financial Services and Contracts Division will accept bids received by fax under the following conditions:

- ◆ The faxed copy is received complete **prior** to the specified due date and time.
- ◆ The hard copy of the bid must be received in the Financial Services and Contracts Division within twenty-four (24) hours after the specified due date and time.
- ◆ The hard copy of the bid must be identical in every way to the faxed copy with no changes or alterations.
- ◆ If a Bid Security is required as part of the bid package, it may also be faxed and will be accepted if conditions above are met.

El Paso County Financial Services and Contracts Division does not accept any responsibility for bids which are not received on time due to (1) overloading the fax machine at the last minute, (2) the County fax machine is not operating or has malfunctioned, or (3) the bid response has been lost in transmission or inadvertently sent to an incorrect fax number by bidder.

#### **NOTE**

Failing to disclose a conflict of interest is a misdemeanor criminal offense under Colorado Law. Such conflict may arise if any public servant exercises any substantial discretionary function in connection with a government contract, purchase payment or other pecuniary transaction without necessary disclosure as defined by CRS Section 18-8-308 as amended.