

## **INSTRUCTIONS TO BIDDERS**

### **1. DEFINED TERMS**

- 1.1 Terms used in these Instructions to Bidders which are defined in the Contract Documents (e.g., the contract form) have the meanings assigned to them therein. The term “Successful Bidder” means the lowest, qualified, responsible bidder to whom County, (hereinafter “Owner”) (on the basis of Owner’s evaluation as hereinafter provided) makes an award.

### **2. COPIES OF BIDDING DOCUMENTS**

- 2.1 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the advertisement of the Invitation to Bid may be obtained from the Road & Bridge Director.
- 2.2 Complete sets of the Bidding Documents shall be used in preparing bids; Owner does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.3 Owner in making copies of Bidding Documents available on the above terms does so only for the purpose of obtaining bids on work, and does not confer a license or grant for any other use.

### **3. QUALIFICATIONS OF BIDDERS**

- 3.1 To demonstrate qualifications to perform the work, each bidder must be prepared to submit, within five (5) days of Owner’s request, written evidence, such as financial data, previous experience, and evidence of authority to conduct business in the jurisdiction where the project is located. Each bid must contain evidence of the bidder’s qualification to do business in Colorado, or a covenant to obtain such qualification prior to award of the contract.

### **4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE**

- 4.1 Before submitting a bid, each bidder must (a) examine the Contract Documents thoroughly; (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress, or performance of the work; (c) familiarize himself with federal, state, and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the work; and (d) study and carefully correlate the bidder’s observations with the Contract Documents.
- 4.2 Before submitting his bid, each bidder will, at his own expense, make such investigations and tests as the bidder may deem necessary to determine his bid for

performance of the work in accordance with the time, price, and other terms and conditions of the Contract Documents.

4.3 Bidder must complete and sign the Proposal Form and submit it with other required bid documents.

4.4 Intentionally omitted.

4.5 The submission of a bid will constitute an incontrovertible representation by the bidder that he has complied with every requirement of this Article 4, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of this work.

5. INTERPRETATIONS

5.1 All questions about the meaning or intent of the Contract Documents shall be submitted to the Road & Bridge Director in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded by the Road & Bridge Director as having received the Bidding Documents. Questions received less than ten (10) days prior to the date for opening of bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

6. BID SECURITY

6.1 Bid security shall be made payable to Owner in an amount of five percent (5%) of the bidder's maximum bid price, and in the form of a certified or bank check, or a bid bond issued by a surety authorized to do business in the state of Colorado.

6.2 The bid security of the successful bidder will be retained until such bidder has executed the Agreement, whereupon it will be returned; if the successful bidder fails to execute and deliver the Agreement within fifteen (15) days of the Notice of Award, Owner may annul the Notice of Award and the bid security of the bidder will be forfeited. The bid security of any bidder whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the thirty-first (31<sup>st</sup>) day after the bid opening. Bid security of other bidders will be returned within seven (7) days of the bid opening.

7. CONTRACT TIME

7.1 The date by which the work is to be completed (the Contract Time) is set forth in the Bid Form and will be included in the Agreement.

8. LIQUIDATED DAMAGES

8.1 Provisions for liquidated damages, if any, are set forth in the Agreement.

9. Intentionally Omitted.
10. Intentionally Omitted.
11. BID FORM
  - 11.1 The Bid Form is attached hereto; additional copies may be obtained from the Road & Bridge Director.
  - 11.2 Bid Forms must be completed in ink or by typewriter.
  - 11.3 Bids by corporations, must be executed in the corporate name by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign), and the corporate seal must be affixed and attested by the secretary, or an assistance secretary. The corporate address and state of incorporation shall be shown below the signature.
  - 11.4 Bids by partnerships must be executed in the partnership name, and signed by a partner whose title must appear under the signature, and the official address of the partnership must be shown below the signature.
  - 11.5 All names must be typed or printed below the signature.
  - 11.6 The bid shall contain an acknowledgement of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).
  - 11.7 The address and telephone numbers to which communications regarding the bid are to be directed must be shown.
  - 11.8 Bidders shall also complete and submit the attached proposal form.
12. SUBMISSION OF BIDS
  - 12.1 The closing date for receiving bids is Thursday, February 21, 2019 at 10:00 a.m. in the office of the Eagle County Road & Bridge Department. At such time, all bids will be opened and read aloud in the Road & Bridge office. Road & Bridge will review all bids prior to a formal presentation to the Board of County Commissioners.

BIDS SHALL BE SUBMITTED IN A SEALED ENVELOPE AND MARKED "Eagle County 2019 Gravel Project" (the "Bid"). The outside of the envelope must also contain the name and address of the bidder. The Bid shall be accompanied by the required Bid Security and other required documents. No telephone, email or facsimile Bids will be accepted. All documents submitted with the Bid shall be clearly marked with the bidder's name.

No Bids will be considered which are received after the date and time set forth above and any Bids received after such date and time shall be returned to the bidder and will not be considered under any circumstances. Sole responsibility rests with the bidder to ensure that their Bid is received on time at the stated location.

13. MODIFICATION AND WITHDRAWAL OF BIDS

- 13.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that bid must be executed), and delivered the place where bids are to be submitted, at any time prior to the opening of bids.
- 13.2 If, within twenty-four (24) hours after Bids are opened, any bidder files a fully signed written notice with Owner, and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of his Bid, that bidder may withdraw his Bid, and the Bid Security will be returned. Thereafter, that bidder will be disqualified from further bidding on the work.

14. OPENING OF BIDS

- 14.1 When Bids are opened publicly, they will be read aloud, and an abstract of the amounts of the Bids will be made available after the opening Bids.

15. BIDS TO REMAIN OPEN

- 15.1 All Bids shall remain open for thirty (30) days after the day of the Bid opening, but Owner may, in its sole discretion, release any Bid and return the Bid Security prior to that date.

16. AWARD OF CONTRACT

- 16.1 Owner reserves the right to reject any and all bids, to waive any and all informalities or technicality in any Bid, to negotiate contract terms with the successful bidder, to disregard all nonconforming, non-responsive, or conditional Bids and to postpone the award of the Agreement for a period not exceeding ninety (90) days after the Bid opening. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures, and the correct sum thereof, will be resolved in favor of the correct sum.
- 16.2 In evaluating Bids, Owner shall consider the qualifications of the bidders, whether or not the Bids comply with the prescribed requirements, and alternates and unit prices if requested in the Bid Form. It is the Owner's intent to accept alternates

(if any are accepted) in the order in which they are listed in the Bid Form, but Owner may accept them in any order or combination.

- 16.3 Owner reserves the right to award Projects 1 – 7 (as set forth on Exhibit A to the Bid Form) to one successful bidder or may alternatively award Projects 1 – 7 to different bidders as Owner determines in its sole discretion.
- 16.4 Owner may conduct such investigations as it deems necessary to assist in the evaluation of any Bid, and to establish the responsibility, qualifications, and financial ability of the bidders, proposed subcontractors, and other persons and organizations to do the work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.
- 16.5 Owner reserves the right to reject the Bid of any bidder who does not pass any such evaluation to Owner's satisfaction.
- 16.6 If the Agreement is to be awarded, it will be awarded to the lowest bidder whose evaluation by Owner indicates to owner that the award will be the best interests of the project and to the County; Owner may accept a Bid other than the lowest responsive bid if it determines that doing so is in the best interests of the project and the County.

17. SIGNING OF AGREEMENT

- 17.1 When Owner gives a Notice of Award to the successful bidder, it will work with the Successful Bidder to electronically execute an Agreement, similar to the template Agreement in these RFP documents.