

# **SAGUACHE COUNTY INSTRUCTIONS TO BIDDERS**

## **PROJECT NO. 12-001 - 2021 Gravel Crushing Services**

To be considered, all bids for this project shall be made in accordance with these instructions.

### **I. Definitions**

Bidding Documents include the Advertisement for Bids, Instructions to Bidders, Bid Forms, Contracts for Saguache County Projects, including any Addenda issued prior to receipt of bids.

Addenda are written or graphic instructions issued by the County prior to the execution of the contract, 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.

A BID is a complete and properly signed proposal to do the work, or designated portion thereof, for the sum stipulated therein, supported by data called for by the Bidding Documents.

An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Bids if the corresponding change in project scope or materials described in the Bidding Documents is accepted.

A Bidder is one who submits a Bid for a prime contract with the County for the work described in the proposed Contract Documents.

A Sub-Bidder is one who submits a Bid to a Bidder for materials or labor for a portion of the work.

Engineer – when reference is made to either “Engineer,” “Architect,” or “Landscape Architect,” this should be taken to mean County’s Representative, and may include an employee of Saguache County.

### **II. Bidding Documents**

Bidders may obtain one complete set of Bidding Documents from:

The Saguache County Road & Bridge Department  
PO Box 476 • 305 3<sup>rd</sup> Street  
Saguache, CO 81149

Online at: [saguachecounty.colorado.gov](http://saguachecounty.colorado.gov) (under the Road & Bridge tab)

By calling: 719-655-2554 (to request mailed documents)

By emailing: [mhashbarger@saguachcounty-co.gov](mailto:mhashbarger@saguachcounty-co.gov) (to request emailed documents)

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

The County, in making copies of the Bidding 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 Bidding Documents to the County with submission of bid.

**III. Examination of Documents and Site:**

Each bidder, by making his/her Bid, represents that he/she has read and understands the Bidding Documents and that he/she has 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 which can be determined by examination of the documents and the site.

**IV. Substitutions:**

The materials, products and equipment described in the Bidding Documents established a standard of required function, dimension, appearance and quality of required function, dimension, appearance and quality to be met by any proposed substitution. No substitution will be considered unless a written request for approval has been submitted by the Bidder and has been received by the County at least seven (7) days prior to the date and hour for receipt of bids. Requests received after this time may not be considered. Each such request shall include the name of the material for which it is to be substituted and a complete description of the proposed substitute including catalog cuts, performance and test date, evaluation of the submittal. 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.

**V. Interpretations or Correction of Bidding Documents:**

Bidders shall promptly notify the County of ambiguity, inconsistency or error which they may discover up examination of the Bidding Documents or of the site and local conditions. Bidders requiring clarification or interpretation of the Bidding Documents shall make a written request to reach the County no later than seven (7) calendar days prior to the date and time for receipt of bids.

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

**VI. Addenda:**

Addenda will be mailed or delivered to each person or firm recorded by Saguache County to have received complete sets of the Bidding Documents and copies will be available for inspection wherever Bidding Documents are on file for that purpose. No Addenda will be

issued later than five (5) working days prior to the date for receipt of bids, except an Addendum, if necessary, to postpone the date for receipt of bids or for withdrawing the request for bids.

Each bidder shall ascertain, prior to submitting his Bid, that he/she has received all Addenda issued, and shall acknowledge their receipt in his/her bid.

VII. **Preparation of Bids:**

Submit bids on Bid Forms if provided in the Bidding Documents. Fill all blank spaces on the Bid Form. Where so indicated by makeup of the Bid Form express sums in both words and figures; in case of discrepancy between the two, the word amount shall govern.

Include all requested alternate sums on the Bid Form; failure to comply may be cause for rejection. Segregated bids or assignments also may be cause for rejection.

Any interlineations, alternation or erasure must be initialed by the signer of the Bid. Bidder shall make no additional stipulations on the Bid Form nor qualify his/her Bid in any other manner.

Each copy of Bid shall include the legal name of the Bidder and a statement whether Bidder is a corporation, partnership, individual, or any other legal entity, and each copy shall be signed by the person or person(s) legally authorized to bind the bidder to a Contract. A bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached certifying agent's authority to bid Bidder.

VIII. **Bid Security:**

If required in the Invitation to Bid, each Bid shall be accompanied by a Bid Security, made payable to the County named on the Bid Form, in the amount of 5% of the Bid sum, pledging that the Bidder will enter into a contract with the County on the terms stated in his/her Bid and will, if required, furnish bonds as described hereafter. Should the bidder refuse to enter into such Contract or fail to furnish such bonds, if required, the amount of the Bid Security shall be forfeited to the County as liquidated damages, not as a penalty. Security shall be either a Certified Check, Cashiers Check, irrevocable Letter of Credit or Bid Bond. A Bid Bond shall be written on the County form, if provided, and the attorney in face who executes the bond on behalf of surety shall affix to the bond a certified and current copy of his/her power of attorney.

The successful Bidder's security will be retained until he/she 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 lowest bidder enters into a Contract, or until thirty (30) days after the bid opening.

IX. **Sales and Use Tax**

The Bidder and Sub-Bidders shall include in their bid all local city sales and use tax if applicable. State of Colorado and Saguache county tax shall not be included. Upon application, the State of Colorado Department of Revenue shall issue to a Bidder or Sub-bidder a certification or Certificates of Exemption indicating that the purchase of construction or building materials is for a purpose stated in Section 39-26-114 C.R.S., and is free from Colorado State Sales Tax.

X. **Subcontractor Listing:**

Within seven (7) days of notification of selection for award of a Contract for the work. Bidder shall submit a complete list of subcontractors on other persons or organizations proposed for the work. The list shall be in the form provided by the County and shall include all information required thereon. Include in the list all portions of the work to be performed by Bidder with his/her own forces and proprietary names and suppliers of principle items or systems of material and equipment.

XI. **Submission of Bids:**

Submit all copies of the Bid and any other documents required in accord with these Instructions to Bidders in a sealed opaque envelope. Address the envelope to Saguache County Road & Bridge Department and identify it with the project name, bid date and time, name and address of the Bidder. If sent by mail, enclose the envelope in a separate mailing envelope with the notation "Bid Enclosed" on the face thereof. Deposit Bids at the designated location prior to the time and date for receipt of bids as specified

XII. **Modification or Withdrawal of Bids:**

Bids submitted early may be modified or withdrawn only by notice to the Board of County Commissioners at the place and prior to the time and date designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder, or by telegram. If by telegram, written confirmation over the signature of the Bidder must have been mailed and postmarked on or before the date and time set for receipt of Bids, and shall be so worded as to not to reveal the amount of the original Bid.

Withdrawn Bids may be resubmitted up to the time and date designated for receipt of Bids provided that they are then fully in conformance with these instructions. Bids may not be modified, withdrawn or canceled by Bidder for thirty (30) days after bid opening or until Bidder has entered into a Contract with the County. Bids may be withdrawn after bid opening without forfeiture of Bid Security only if the County refuses in writing to accept any person or organization listed on the Bidder's Subcontractor Listing.

XIII. **Bid Opening:**

Bids will be received at the Saguache County Administration Office  
PO Box 100 505 3<sup>rd</sup> Street Saguache, CO 81149  
Bids received at the time and place stated in the Invitation to Bid.

XIV. **Award of Contract:**

It is the intent of the County to award the contract to the lowest conforming, reliable and responsible Bidder or Bidders provided the Bids are judged to be reasonable and do not exceed the amount of funds determined by the County to be available. If the County accepts any alternates, it shall have the right to accept alternates in any order or combination, and to determine the low bidders on the basis of the Base Bids and the alternates accepted.

The County reserves the right to reject any or all Bids, to accept other than the lowest Bid and to waive any informality or irregularity in any Bid 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.

XV. **Performance Bond and Labor and Material Payment Bond**

If required in the Invitation to Bid, the County will require the successful Bidder to furnish a Performance Bond and Labor and Material Bond, each in the amount of 100% of the Contract Sum, to cover faithful performance of the Contract and payment of all obligations arising there under. Such bonds shall be written in the form provided by the County and with a surety company acceptable to the County. A Surety company shall be licensed to do business in the State of Colorado. Bidder on behalf of the surety to affix a certified and current copy of his/her power of attorney thereto. Any premium on such bonds shall be paid by the contractor. At the Bidder's request the County will consider an irrevocable Letter of Credit in lieu of the payment and performance bond. Acceptance of a letter of credit will be at the County's discretion.

Bidder shall deliver the required bonds to the County not later than the date of execution of the Contract. Failure or neglect to deliver said bonds as specified shall be considered abandonment of the Contract.

XVI. **Execution of Contract**

Notwithstanding any delay in the preparation and execution of the formal Contract Agreement, each bidder shall be prepared, upon written Notice of Award, to commence work as specified in the Contract following receipt of official written Notice to Proceed.

The accepted Bidder shall assist and cooperate with the County in preparing the formal Contract Agreement, and within ten (10) calendar days following its presentation shall execute same and return it to the County.