

**EXHIBIT VIII-I**  
**INSTRUCTIONS TO BIDDERS**

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**USE OF SEPARATE BID FORMS**

These bid documents include a complete set of bidding and contract forms which are for the convenience of bidders. These forms are not to be detached from the Contract Document, filled out, or executed. SEPARATE COPIES OF BID FORMS ARE FURNISHED FOR THAT PURPOSE.

The documents to be submitted in a formal bid package are: appropriate bid documents (lump sum or unit price), bid bond, contractor/subcontractor certifications, insurance, and a list of subcontractors.

**INTERPRETATIONS OF ADDENDA**

No oral interpretation will be made to any Bidder as to the meaning of the Contract Documents or any part thereof. Every request for such an interpretation shall be made in writing to the Local Public Agency. Any inquiry received seven or more days prior to the date fixed for opening of Bids will be given consideration. Every interpretation made to a Bidder will be in the form of an Addendum to the Contract Documents, and when issued, will be on file in the office of the Local Public Agency and the office of the Engineer at least five days before Bids are opened. In addition, all Addenda will be mailed to each person holding Contract Documents, but it shall be the Bidder's responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the Contract and all Bidders shall be bound by such Addenda, whether or not received by the Bidders.

**INSPECTION OF SITE**

Each Bidder should visit the site of the proposed work and fully acquaint himself with the existing conditions there relating to construction and labor, and should fully inform himself as to the facilities involved, the difficulties and restrictions attending the performance of the Contract. The Bidder should thoroughly examine and familiarize himself with the Drawings, Technical Specifications, and all other Contract Documents. The Contractor by the execution of the Contract shall in no way be relieved of any obligation under it due to his failure to receive or examine any form or legal instrument or to visit the site and acquaint himself with the conditions there existing and the Local Public Agency will be justified in rejecting any claim based on facts regarding which he should have been on notice as a result thereof.

**ALTERNATIVE BIDS**

No alternative bids will be considered unless alternative bids are specifically requested by the technical specifications.

**BIDS**

All Bids must be submitted on forms supplied by the Local Public Agency and shall be subject to all requirements of the Contract Documents, including the Drawings, and these INSTRUCTIONS TO BIDDERS. All Bids must be regular in every respect and no interlineations, excisions or special conditions shall be made or included in the Bid Form by the Bidder.

Bid Documents including the Bid, the Bid Guaranty, the Non-Collusion Affidavit and the Statement of the Bidder's Qualifications (if requested) shall be enclosed in envelopes (outer and inner), both of which shall be sealed and clearly labeled with the words "Bid Documents", project number, name of Bidder, and the date and time of bid opening in order to guard against premature opening of the Bid.

## EXHIBIT VIII-I, Cont.

The Local Public Agency may consider as irregular any Bid on which there is an alteration of or departure from the Bid Form hereto attached and at its option may reject the same. If the Contract is awarded, it will be awarded by the Local Public Agency to a responsible Bidder on the basis of the lowest Bid and the selected Alternative Bid items, if any. The Contract will require the completion of the work according to the Contract Documents.

Each Bidder shall include in his Bid the following information:

### PRINCIPALS

Names  
Social Security Numbers  
Home Address, including City, State & ZIP Code

### FIRM

Name  
Treasury Number  
Address, including City, State & ZIP Code

### BID GUARANTY

The Bid must be accompanied by a Bid guaranty, which shall not be less than five (5) percent of the amount of the Bid. At the option of the Bidder, the guaranty may be a verified check, bank draft, negotiable U.S. Government Bond (at par value), or a bid bond in the form attached. A guaranty or a surety company listed in the latest issue of U.S. Treasury Circular 570 shall secure the Bid bond. The amount of such Bid bond shall be within the maximum amount specified for such Company in said Circular 570. No Bid will be considered unless it is accompanied by the required guaranty. Certified bank drafts or checks must be made payable to the order of \_\_\_\_\_

\_\_\_\_\_  
(Agency)

to be accepted. The Bid guaranty shall insure the execution of the agreement and the furnishing of the surety bond or bonds by the successful Bidder, all as required by the Contract Documents.

Revised Bids submitted before the opening of Bids, whether forwarded by mail or telegram, if representing an increase in excess of two (2) percent of the original Bid, must have the Bid guaranty adjusted accordingly; otherwise the Bid will not be considered.

Certified checks or bank drafts, or the amount thereof, Bid bonds and negotiable U.S. Government bonds of unsuccessful Bidders will be returned as soon as practical after the opening of the Bids.

### COLLUSIVE AGREEMENTS

Each Bidder submitting a Bid to the Local Public Agency for any portion of the work contemplated by the documents on which bidding is based shall execute and attach thereto, an affidavit substantially in the form herein provided, to the effect that he has not entered into a collusive agreement with any other person, firm, or corporation in regard to any Bid submitted.

Before executing any subcontract the successful Bidder shall submit the name of any proposed subcontractor for prior approval and an affidavit substantially in the form provided herein.

## **EXHIBIT VIII-I, Cont.**

### **STATEMENT OF BIDDER'S QUALIFICATIONS**

Each Bidder shall upon request of the Local Public Agency submit on the form furnished for that purpose, a statement of the Bidder's qualifications, his experience record in constructing the type of improvements embraced in the contract, his organization and equipment available for the work contemplated, and, when specifically requested by the Local Public Agency, a detailed financial statement. The Local Public Agency shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform his obligations under the Contract and the Bidder shall furnish the Local Public Agency all such information and data for this purpose as it may request. The right is reserved to reject any Bid where an investigation of the available evidence or information does not satisfy the Local Public Agency that the Bidder is qualified to carry out properly the terms of the Contract.

### **UNIT PRICES**

The unit price for each of the several items in the proposal of each Bidder shall include its prorata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price Bid represents the total Bid. Any Bid not conforming to this requirement may be rejected as informal. THE SPECIAL ATTENTION OF ALL BIDDERS IS CALLED TO THIS PROVISION, FOR SHOULD CONDITIONS MAKE IT NECESSARY TO REVISE THE QUANTITIES, NO LIMIT WILL BE FIXED FOR SUCH INCREASED OR DECREASED QUANTITIES NOR EXTRA COMPENSATION ALLOWED, PROVIDED THE NET MONETARY VALUE OF ALL SUCH ADDITIVE AND SUBTRACTIVE CHANGES IN QUANTITIES OF SUCH ITEMS OF WORK (i.e., difference in cost) SHALL NOT INCREASE OR DECREASE THE ORIGINAL CONTRACT PRICE BY MORE THAN TWENTY FIVE (25) PERCENT, except for work not covered in the Drawings and Technical Specifications as provided for in the Contract Documents. (If lump-sum Bids are deemed advisable due to local conditions, this section must be revised accordingly.)

### **CORRECTIONS**

Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder.

### **TIME FOR RECEIVING BIDS**

Bids received prior to the advertised hour of opening will be securely kept sealed. The officer whose duty it is to open them will decide when the specified time has arrived, and no Bid received hereafter will be considered; except that when a Bid arrives by mail after the time fixed for opening, but before the reading of all other Bids is completed, and it is shown to the satisfaction of the Local Public Agency that the non-arrival time was due solely to delay in the mails for which the Bidder is not responsible, such Bid will be received and considered.

Bidders are cautioned that, while telegraphic modifications of Bids may be received as provided above, such modifications, if not explicit and if in any sense subject to misinterpretation, shall make the Bid so modified or amended, subject to rejection.

### **OPENING OF BIDS**

At the time and place fixed for the opening of Bids, the Local Public Agency will cause to be opened and publicly read aloud every Bid received within the time set for receiving Bids, irrespective of any

irregularities therein. Bidders and other persons properly interested may be present, in person or by representative.

## EXHIBIT VIII-I, Cont.

### WITHDRAWAL OF BIDS

Bids may be withdrawn on written or telegraphic request dispatched by the Bidder in time for delivery in the normal course of business to the time fixed for opening; provided, that written confirmation of any telegraphic withdrawal over the signature of the Bidder is placed in the mail and postmarked prior to the time set for Bid opening. The Bid guaranty of any Bidder withdrawing his Bid in accordance with the foregoing conditions will be returned promptly.

### AWARD OF CONTRACT: REJECTION OF BIDS

The Contract will be awarded to the responsible Bidder submitting the lowest Bid complying with the conditions of the Invitation for Bids. The Bidder to whom the award is made will be notified at the earliest possible date. The Local Public Agency, however, reserves the right to reject any and all bids and to waive any informality in Bids received whenever such rejection or waiver is in its interest.

The Local Public Agency reserves the right to consider as unqualified to do the work of general construction any Bidder who does not habitually perform with his forces the major portions of the work involved in construction of the Improvements embraced in this Contract.

### EXECUTION OF AGREEMENT: PERFORMANCE AND PAYMENT BONDS

Sections 38-26-105 and 38-26-106, CRS 1973, as amended, shall apply to all grants that require the contracting (or subcontracting) for construction or facility improvements. These sections require:

A PAYMENT BOND ON THE PART OF THE CONTRACTOR FOR PAYMENT OF ALL AMOUNTS LAWFULLY DUE WHEN THE CONTRACT PRICE IS FOR MORE THAN \$50,000. A "payment bond" is one executed in connection with a contractor to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract. (Section 38-26-105).

A PERFORMANCE BOND ON THE PART OF THE CONTRACTOR FOR NOT LESS THAN ONE-HALF ( $\frac{1}{2}$ ) OF THE TOTAL AMOUNT PAYABLE BY THE TERMS OF THE CONTRACT WHEN THE CONTRACT PRICE IS FOR MORE THAN \$50,000. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. (Section 38-26-106). Although State Statute requires only a 50 percent performance bond, the Department suggests all performance bonds be in payment of 100 percent of the contract price. The bonds shall be obtained from companies holding certificates of authority as acceptable sureties. A certified or cashier's check or a bank money order may be accepted in lieu of a bond.

Sample forms of both payment and performance bonds can be found in this guidebook beginning on **Exhibits VIII-N-3 & VIII-N-5**.

### WAGES AND SALARIES

Attention of Bidders is particularly called to the requirements concerning the payment of not less than the prevailing wage and salary rates specified in the Contract Documents and the conditions of employment with respect to certain categories and classifications of employees.

The rates of pay set forth under GENERAL CONDITIONS are the minimums to be paid during the life of the Contract. It is therefore the responsibility of Bidders to inform themselves as to Davis-Bacon requirements as well as to the local labor conditions such as the length of work day and work week, overtime compensation, health and welfare contributions, labor supply and prospective changes or adjustments of rates.

## EXHIBIT VIII-I, Cont.

### EQUAL EMPLOYMENT OPPORTUNITY

Attention of Bidders is particularly called to the requirement for ensuring that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin. The contractor will be required to take affirmative action to ensure that employees and applicants for employment are not discriminated against.

### "SECTION 3" COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES

- Section 3 requires recipients and contractors to make a **good faith effort** to utilize Section 3 area residents as trainees and employees in connection with this project.
- Section 3 also requires recipients and contractors to make a **good faith effort** to award contracts to Section 3 business concerns for work in connection with this project.
- Section 3 requires recipients and contractors to document their Section 3 **good faith efforts** taken and the results of these actions.
- For purposes Section 3 training and employment, the Section 3 area is the unit of general local government. For purposes of contracting, the Section 3 area is the county in which the project is located.

Compliance with this requirement **should not** be construed to mean that the state's grantee can exclude all outside the Section 3 trainees, employees, and contractors in favor of local concerns. It is the policy of this program that contractors hired under this program be the **LOWEST QUALIFIED BIDDER** regardless of location. The state grantee is responsible for making a **good faith effort TO NOTIFY** potential beneficiaries, that the grantee's project is available. This should be done in conjunction with the normal bidding process. The actual selection of the LOWEST QUALIFIED BIDDER must be done treating all bidders equally. BONUS OR PREFERENCE POINTS FOR BEING IN A "SECTION 3" AREA NOT ALLOWED!