

SECTION 00100
INSTRUCTIONS TO BIDDERS

PART 1: DEFINED TERMS

- 1.01 Terms used in the Instructions to Bidders, which are defined in the General Conditions have the meanings assigned to them in the General Conditions. The term "Successful Bidder" means the lowest, qualified, responsible, responsive Bidder to whom Arkansas Valley Ambulance District (on the basis of Arkansas Valley Ambulance District's evaluation as hereinafter provided) makes an award.

PART 2: COPIES OF CONTRACT DOCUMENTS

- 2.01 Complete copies of the Contract Documents for use in preparing bids may be obtained in accordance with the Invitation to Bid.
- 2.02 No partial sets of Contract Documents will be issued. Complete sets of Contract Documents shall be used in preparing Bids; neither Arkansas Valley Ambulance District nor Architect assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Contract Documents.
- 2.03 Arkansas Valley Ambulance District and Architect in making copies of Contract Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.
- 2.04 The Invitation for Bid may provide for a nonrefundable fee for a full set of Contract Documents.

PART 3: QUALIFICATIONS OF BIDDERS

- 3.01 All licensed, bonded and insured contractors are qualified to bid on this job.

PART 4: EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- 4.01 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) attend pre-bid conference; d) 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 e) study and carefully correlate Bidder's observation with the Contract Documents and shall at once report to the Consultant errors, inconsistencies and/or ambiguities discovered.
- 4.02 Bidder can access the site to conduct such investigations and tests as each Bidder deems necessary for submission of its Bid. In general, site access will be allowed during daylight hours.
- 4.03 The lands upon which the Work is to be performed, rights-of-way for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents.

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- 4.04 The submission of a Bid will constitute an incontrovertible representation by the Bidder that it has complied with every requirement of Part 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 the Work.

PART 5: INTERPRETATIONS

- 5.01 All questions about the meaning or intent of the Contract Documents are to be submitted to the Owner or Engineer. Replies will be issued only by Addenda. Questions received less than five (5) 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. Addenda will be mailed or delivered to all parties recorded by Arkansas Valley Ambulance District as having received the Contract Documents. No Addenda will be issued later than four (4) days prior to the date for receipt of Bids except an Addenda, if necessary, postponing the date for receipt of Bids or withdrawing the request for Bids.

- 5.02 All Addenda to the Contract Documents, properly signed by the Bidder, shall accompany the Bid when submitted.

PART 6: PRE-BID CONFERENCE

- 6.01 A pre-bid conference will be held at the time, date and location as set forth in the Advertisement for Bids. The representatives of Arkansas Valley Ambulance District will be present to answer questions. Any questions which, in the opinion of District, cannot be answered by direct reference to the Contract Documents will be answered by formal written Addenda as outlined above under interpretations. The pre-bid conference may include a tour of the site of the Work conducted by representatives of Arkansas Valley Ambulance District and/or Architect.

PART 7: BASIS OF BIDS

- 7.01 The Bidder shall submit all unit and total sum prices as required by the Bid Form.

PART 8: [NOT USED]

PART 9: CONTRACT TIME

- 9.01 The notice to proceed will be issued on 9/19/22 with completion, ready for punch list on 9/26/22.

PART 10: LIQUIDATED DAMAGES

- 10.01 Provisions for liquidated damages are set forth in the Agreement and other Contract Documents.

PART 11: SUBSTITUTE MATERIAL AND EQUIPMENT

- 11.01 The Contract, if awarded, will be on the basis of material and equipment described in the specifications without consideration of possible substitute or "or equal" items. Whenever it is indicated in the specifications that a substitute or "or equal" item of material or equipment may be

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furnished or used by Contractor if acceptable to Consultant, application for such acceptance will not be considered by Consultant until after the "Effective Date of the Agreement". The procedure for submittal of any such application by Contractor and consideration by Consultant is set forth in the General Conditions which are supplemented in the Supplemental Conditions.

PART 12: BID FORM

- 12.01 The Bid Form is enclosed in the Project Manual and may be removed for submittal.
- 12.02 Bid forms must be completed in ink.
- 12.03 Bids by corporations must be executed in the corporate name by the president or 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 assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
- 12.04 Bids by partnerships must be executed in the partnership name and signed by a partner whose title must appear under the signature and accompanied by evidence of authority to sign. The official address of the partnership must be shown below the signature.
- 12.05 Bids by joint ventures shall be signed by each participant in the joint venture or by an authorized agent of each participant, and accompanied by evidence of authority to sign. The official address of the joint venture must be shown below the signature(s).
- 12.06 The names of all persons signing must also be legibly printed or typed below the signature. A bid by a person who affixes to his or her signature the work "president", "secretary", "agent", or other designation without disclosing his or her principal may be held to the bid of the individual signing. When requested by Arkansas Valley Ambulance District, evidence of the authority of the person signing shall be furnished.
- 12.07 The full name of each person or company interested in the bid shall be listed on the Bid Form.
- 12.08 The bid shall be accompanied by copies of all Addenda, properly signed by the Bidder.
- 12.09 No alterations in bids, or in the printed forms therefore, by erasures, interpolations, interlineations, or otherwise will be acceptable unless each such alteration is signed or initialed by the Bidder; if initialed, Arkansas Valley Ambulance District may require the Bidder to identify any alteration so initialed. No alteration in any bid, or in the form on which it is submitted, shall be made after the bid has been submitted.
- 12.10 The address to which communications regarding the bid are to be directed must be shown.

PART 13: SUBCONTRACTOR LISTING

- 13.01 Each Bidder shall list on the form provided the name and the address of each Subcontractor who will perform work or labor, or render service to the Bidder in or about the Work, or fabricate or install any portion of the Work. Bidder shall also list the portion of the Work which will be done by each Subcontractor so listed.

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- 13.02 If Bidder fails to specify a Subcontractor for any portion of the Work to be performed under this contract, it agrees to perform that portion himself. No Subcontractor will be used without the written approval of the Arkansas Valley Ambulance District.

PART 14: EQUIPMENT SUPPLIER LISTING

- 14.01 Each Bidder shall list on the form provided the name of the manufacturers or suppliers of the items of equipment and systems listed on the form which it proposes to furnish. Upon award of a contract, the named equipment shall be furnished. Substitutions will be permitted only if named equipment does not meet the specifications or the manufacturer is unable to meet delivery requirements of the construction schedule, or by mutual agreement between Contractor and Arkansas Valley Ambulance District.
- 14.02 Preliminary acceptance of equipment listed by manufacturer's name shall not in any way constitute a waiver of the specifications covering such equipment; final acceptance will be based on full conformity with the specifications covering the equipment.

PART 15: SUBMISSION OF BIDS

- 15.01 Bids shall be submitted at the time and place indicated on the Advertisement for Bids and shall be included in an opaque sealed envelope addressed to _____, ~~Executive Director~~, ^{Board of Directors} Arkansas Valley Ambulance District, PO Box 97, CO 81233 and identified on the outside with the Bidder's name and address and with the words "Sealed Bid - Arkansas Valley Ambulance District, Coaldale Ambulance Substation."
- 15.02 Each bid shall be accompanied by the Bid Security and other required documents. A copy of the project cover page shall be submitted with the bid.
- 15.03 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.
- 15.04 Bids shall be deposited at the designated location prior to the time and date for receipt of Bids indicated in the Invitation to Bid, or the modified time and date indicated by Addendum. Bids received after the time and date for receipt of bids will be returned unopened. Bidder shall assume full responsibility for timely delivery at the location designated for receipt of bids.
- 15.05 Oral, telephone, facsimile, or other electronically-submitted or transmitted bids are invalid and will not receive consideration. No Bidder may submit more than one bid. Multiple bids under different names will not be accepted from one firm or association.

PART 16: MODIFICATIONS AND WITHDRAWAL OF BIDS

- 16.01 Bids submitted early may be modified or withdrawn by notice to the party receiving bids at the place and prior to the time designated for receipt of bids. Such notice shall be in writing over the signature of the Bidder or be by e-mail. If by e-mail, written confirmation over the signature of Bidder must have been mailed and postmarked on or before the date and before time set for receipt of bids. It shall be so worded as not to reveal the amount of original bid. Bids may also be modified or withdrawn in person by the Bidder or an authorized representative provided the

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authorized representative can prove his or her identity and authority. Withdrawn bids may be resubmitted up to the time designated for the receipt of bids provided that they are then fully in conformance with these Instructions to Bidders.

- 16.02 If within 24 hours after bids are opened any Bidder files a duly signed written notice with Arkansas Valley Ambulance District and promptly thereafter demonstrates to the reasonable satisfaction of Arkansas Valley Ambulance District that there was a material and substantial mistake in the preparation of its bid, that Bidder may withdraw its bid and any Bid Security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work.

PART 17: OPENING OF BIDS

- 17.01 Bids will be opened publicly and read aloud. An abstract of the amounts of the Base Bids and major alternates will be made available after the opening of bids.

PART 18: BIDS TO REMAIN OPEN

- 18.01 All bids shall remain open for the period of time indicated on the Advertisement for Bids, but Arkansas Valley Ambulance District may in its sole discretion release any bid and return the Bid Security prior to that date.

PART 19: SUBCONTRACTORS AND SUPPLIERS

- 19.01 The apparent Successful Bidder, and any other Bidder so requested, will within three days after the day of the bid opening submit to Arkansas Valley Ambulance District an experience statement with pertinent information as to similar projects and other evidence of qualification for each such Subcontractor or Supplier, if requested by Arkansas Valley Ambulance District. If Arkansas Valley Ambulance District or Architect after due investigation has reasonable objection to any proposed Subcontractor or Supplier, either may before giving the Notice of Award request the apparent Successful Bidder to submit an acceptable substitute without an increase in bid price. If the apparent Successful Bidder declines to make any such substitution, the contract shall not be awarded to such Bidder, but its declining to make any such substitution will not constitute grounds for sacrificing its Bid Security. Any Subcontractor or Supplier, so listed and to whom Arkansas Valley Ambulance District or Consultant does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to Arkansas Valley Ambulance District and Consultant.
- 19.02 No Contractor shall be required to employ any Subcontractor or Supplier against whom it has reasonable objection.

PART 20: AWARD OF CONTRACT

- 20.01 Arkansas Valley Ambulance District reserves the right to reject any and all bids, to waive any and all informalities and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, non-responsive or conditional bids. 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.
- 20.02 The Arkansas Valley Ambulance District shall have the right to accept the alternates in any order

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or combination, unless otherwise specifically provided in the Contract Documents and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted. The order in which alternates are listed on the Bid Form and in the Specifications is not indicative of the priority of the alternates.

- 20.03 In evaluating bids, Arkansas Valley Ambulance District shall consider the qualifications of the Bidders, and whether or not the bids comply with the prescribed requirements.
- 20.04 Arkansas Valley Ambulance District may consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the Work as to which the identity of Subcontractors and others persons and organizations must be submitted as provided in the Instructions to Bidders. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by Arkansas Valley Ambulance District. In considering the qualifications and experience of the Bidders and of Subcontractors and other persons and organizations including those who are to furnish the principal items of material or equipment) proposed for those portions of the Work as to which the identity of Subcontractors and others persons and organizations must be submitted as provided in the Instructions to Bidders, the District may consider and give preference to such individuals and entities that are based within the boundaries of the District and the surrounding area.
- 20.05 Arkansas Valley Ambulance District 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 Arkansas Valley Ambulance District's satisfaction within the prescribed time.
- 20.06 Arkansas Valley Ambulance District reserves the right to reject the bid of any Bidder who does not pass any such evaluation to Arkansas Valley Ambulance District's satisfaction.
- 20.07 If the contract is to be awarded, it will be awarded to the lowest, responsive, responsible Bidder whose evaluation by Arkansas Valley Ambulance District indicates to Arkansas Valley Ambulance District that the award will be in the best interests of the Arkansas Valley Ambulance District.
- 20.08 If the contract is to be awarded, Arkansas Valley Ambulance District will give the Successful Bidder a Notice of Award within the time bids are to be held open.

PART 21: PERFORMANCE AND OTHER BONDS

- 21.01 The Contract Documents set forth Arkansas Valley Ambulance District's requirements as to Performance and other Bonds. When the successful Bidder delivers the executed Agreement to Arkansas Valley Ambulance District, it shall be accompanied by the required Bonds and Insurance Certificates.

PART 22: SIGNING OF AGREEMENT

- 22.01 When Arkansas Valley Ambulance District gives a Notice of Award to the Successful Bidder, it will be accompanied by unsigned counterparts of the Agreement and all other Contract

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Documents. A successful Bidder shall execute the Agreement and deliver it, together with certificates of insurance and the required bonds, to the Arkansas Valley Ambulance District within seven (7) calendar days from the date of the Notice of Award. Failure to do so will be adequate and just cause for the annulment or cancellation of the award, and in such case the Bid Security shall be forfeited to the Arkansas Valley Ambulance District.