

DOCUMENT 00200

INSTRUCTIONS TO BIDDERS

PART 1 - GENERAL

1.01 BIDDERS

- A. The School Board of Falcon School District 49 will receive bids.
- B. All required drawings are available in PDF and can be downloaded from the District web site: www.d49.org/district/vendors.
- C. Each Bidder is asked to provide pricing as follows:
 - 1. Design/Build of Varsity Locker Room at Vista Ridge High School
- D. The following are the Owner's Representatives for the project:
 - Celina Thrutchley
 - Marian Nall
- E. The following are the Engineers and Consultants involved with the project:
 - Design/Build

1.02 BIDDING INFORMATION

- A. The Bidder shall complete all blank spaces on Proposal Form. Only Proposals on forms included or referenced by the Bid Documents will be considered.
- B. The Bidder or an agent of the Bidder shall attend a mandatory Pre-Bid Meeting/Walk-Through. The date, time, and location are as follows:

Tuesday, December 1, 2009
at 8:00 am

Vista Ridge High School
6880 Black Forest Road
Colorado Springs, Colorado 80923

Visits to two other Falcon High School varsity locker room projects to follow.

- C. See Article 1.11 for substitutions.
- D. Please note that the project is exempt from State, County, and City taxes. All City taxes shall be tracked and reported with copies of all applicable invoices and receipts so that the School District can file for a refund.
- E. Each Proposal shall specify unit prices written with ink or typewritten in both words and figures of each of the separate items as required. In case of discrepancy between the written words and the figures, the written words shall govern.
- F. If the party bidding is an incorporated body, the Proposal shall be signed by the President and a duly authorized agent. If not a corporation, all interested Bidders must sign the Proposal.
- G. The Owner reserves the right to:

1. Reject any or all bids
 2. To award any or all portions of the work to a Bidder deemed by the Board of Education to be the most qualified to fulfill the needs of the School District; not just the low Bidder
 3. Waive or decline to waive any informalities and irregularities in received Proposals
 4. Negotiate changes in the Scope of Work or services to be received
 5. Withhold the award of contract
- H. Workmanship, quality of installation, and referrals at references projects will be considered in the bid evaluation.
- I. In order to be considered, a Bid must include the following completed and signed forms:
1. Proposal Form (Contract Exhibit D)
 2. Bid Bond
 3. Proof of Insurance
 4. Balance Sheet

1.02 EXAMINATION OF SITE AND CONSTRUCTION DOCUMENTS

- A. Prior to submitting Proposal for this project, each Bidder, shall have examined the sites of the work, compared them with the Drawings and Specifications, and satisfied himself to the existing conditions under which he will be required to work or that will affect the work under his contract. No allowances will be made in behalf of a Bidder for any error or negligence in determining these conditions.
- B. A mandatory Pre-Bid Meeting and Walk-Through is scheduled.
- C. Site visits during the Bid Period are prohibited while school is in session, for 30 minutes before school starts, and for 30 minutes after school ends. School site visits during the Bid Period may be arranged during weekends.
- D. Unannounced site visits, including walking around school exteriors without pre-arranged permission from school administration at each school, will be considered trespassing and may result in bid cancellation and/or notification of local law enforcement personnel.

1.04 INTERPRETATION OF DOCUMENTS

- A. No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any Bidder orally. Interpretations either written or oral by any of the Architect's consultants will not be valid. Only interpretations made in conformity with the following procedure will be valid. Each request for interpretation shall be in writing addressed to Vivian Harvel, Purchasing Agent, Falcon School District 49, 10850 Woodmen Road, Falcon, CO 80831, and e-mailed to Vharvell@d49.org. To be given consideration, requests must be received by 4:00 pm on Wednesday, December 9, 2009. The district in the form of written Addenda will issue responses to interpretations and supplemental instructions no later than 4:00 p.m. on Thursday, December 10, 2009. Responses will be posted to the vendor web site.

1.05 CONSULTANTS

- A. As matter of identification, the name of consultants employed by the Engineer for various phases of the work are listed in the Project Manual. Bidders or material suppliers shall not communicate directly with any of the consultants, without the permission of the Engineer. All questions and requests for decisions and interpretations shall be directed to the Engineer, who, if he deems it advisable, will confer with his consultants regarding the item.

1.06 ADDENDA

- A. Bidder shall acknowledge any Addenda issued during the time of bidding on the bid form in the spaces provided. Failure of a Bidder to receive any Addendum shall not release the Bidder from any obligations under his bid, provided said Addendum was sent by U.S. Mail, Express Mail, or facsimile to the address furnished by the Bidder for delivery or transmittal of Addenda. All Addenda so issued shall become a part of the Contract Documents.

1.07 INTERPRETATION OF QUOTED PRICES

- A. In case of a difference in written words and figures on the Proposal Form, the amount stated in written words shall govern, unless obviously incorrect.

1.08 DELIVERY

- A. Entire Proposal Form: The Proposal Form, including all documents required as part of the Proposal must be delivered by the date shown on the Proposal Form. The Bidder shall be responsible for delivering the sealed bid Proposal at the proper time and to the proper place. The mere fact that a Proposal was dispatched will not be considered. The Bidder may mail or deliver his Proposal to the offices of:

Falcon School District 49 School Board
c/o Vivian Harvell, Bid #MLO-091102
10850 East Woodmen Road
Falcon, Colorado 80831

1. No Telephone or Fax Proposals will be accepted. E-mail submission is not acceptable for the entire Proposal Form and associated documents.

1.09 BID BOND AND INSURANCE CERTIFICATES

- A. The following items are required of the Design/builder:
1. Bid Bond is required in the amount of 10% of the Bid. Refer to Document 00600.
 2. General Liability, Auto Liability and Workmen's Compensation Insurance Certificates are required. Refer to General Conditions for insurance requirements.

1.10 COORDINATION OF WORK

- A. Design/Builder and all subcontractors shall, jointly and severally, coordinate the various portions of the work for installation procedures, shop drawings, and final installation of all related materials. Responsibility for enforcing coordination requirements will rest solely with the Design/Builder.

1.11 SUBSTITUTIONS

- A. Each Bidder represents that his bid is based on the materials and equipment described in the Contract Documents and Technical Specifications. Direct reference in the Specification to any article, device, product, materials, fixture, form or type of construction, etc., by name, make or catalog number, with or without the words "or equivalent" or "or approved substitute," shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition. The Design/Builder in such cases may, at his option, use any article, device, product, material, fixtures, form or type of construction that is deemed, in the judgment of the Engineer and expressed in writing, as equivalent to that named. In order to allow the fullest competition, consistent with the Owner's interest, the Engineer will give consideration, prior to submission of Bid Proposals, to requests for approval of products competitive with and similar to those specified by proprietary name. To be considered, all requests shall:
1. Be in writing.
 2. Be delivered to the Owner's Representative office no later than 4:00 pm on Wednesday, December 9, 2009. Requests for approval after the above date will not be considered.
 3. Be accompanied by complete technical data, including laboratory reports, if applicable, on the proposed product. Each item proposed for substitution shall be clearly identified.
 4. Submit listing of local installations where proposed products have been provided, include names and phone number of references familiar with installation and proposed product's performance.
 5. Explain fully the differences, if any, between the proposed product and the products named in the Specifications, i.e., and delivery time.
 6. State any time implications of the use of the proposed substitution.
 7. Give complete information on changes, in the event the proposed product requires, for its proper initiation, any change to the Drawings or Specifications for related work.
- B. If the request has been submitted in compliance with the above stated requirements, and if the Engineer and the Owner decide the proposed product is of equivalent value to the products named in the Specifications and is suitable in every respect for use in the project, the Engineer will accept it in an Addendum which will be sent to all parties who have received complete sets of the Contract Documents. Attention is called to the fact that prior approval is required only for substitution on those products specified by proprietary name. No increase in the Contract Sum will be considered whether or not the request for substitution is approved.

1.12 TIME OF COMPLETION

- A. All Bidders shall agree to the proposed date of completion for this work.
- B. All Bidders shall agree to the proposed date of substantial completion.

1.13 FEDERAL, STATE, AND LOCAL LAWS

- A. Bidders are expected to familiarize themselves with the laws and acts of the State of Colorado and the ordinances of the cities or counties in which the project is located as well as applicable federal laws.

1.14 TOBACCO, ALCOHOL, FIREARMS, AND ILLEGAL DRUG POLICY

- A. All school campuses are Tobacco Free. All Design/builders and Subcontractor employees will be held to this regulation.
- B. Possession and/or use of alcohol, firearms, or illegal drugs is prohibited on all school campuses.

1.15 PARKING RESTRICTIONS

- A. The use of school parking lots for construction traffic is prohibited while school is in session, 45 minutes prior to start of classes, and 45 minutes after classes are over.
- B. Construction parking at or around each school site shall be coordinated with the administration of that school when school is in session.

1.16 BID AWARD

- A. Proposals shall be evaluated for completeness, pricing, experience (including experience working on behalf of educational institutions), proposed completion schedule, bonding capacity, current and projected workload, proposed team, financial strength, and litigation history.
- B. Selected Bidder(s) will be required to:
 - 1. Enter into a Contract with Falcon School District 49.
 - 2. Provide all goods and services specified in the Project Documents (Drawings and Specifications) and Bid Requirements
 - 3. Assume all responsibility for all goods and services offered in the Proposal, whether or not the Bidder produces them. Further, the selected Bidder shall be the sole point of contact and responsibility with regard to all contractual matters, including payment of any and all charges resulting from the contract. The selected Bidder shall not assign or transfer any interest in the contract without prior written consent of the School District.
- C. The Bid Requirements will become part of the terms and conditions of the Contract issued to the Bidder.
- D. The School District shall not be liable for any costs incurred by the Bidder in the preparation and production of the Proposal or for any work performed prior to the execution of a Contract.
- E. Statutes require payment and performance bonds on public projects of more than \$50,000. Design/builders are required to post bond upon notification of award in conformance with Section 00610 & 00620. Labor and Material Payment Bond and Performance Bond will be equal to 100% of Contract price and must remain in effect until the completion of the Contract.

END OF SECTION