General

Documents and forms shown in the Bidding Requirements section are for reference only. Do not use or copy the examples herein for use in the Project Manual.

Obtain current documents and forms from the St. Vrain Valley School District website in the Operations & Maintenance Section:

http://www.stvrain.k12.co.us/Districtdept/Businessservices/business_frame.htm

The CONSULTANT is responsible for completing all forms and documents in this section for inclusion in the Project Manual EXCEPT Section 00100 Invitation to Bid which will be completed by the Owner. The Consultant must carefully coordinate information with O&M.

END OF CHECKLIST
INVITATION TO BID

The St. Vrain Valley School District RE-1J invites the following list of General Contractors to bid on the project listed above. Bids shall be on a lump-sum basis for the base contract; include a separate price for each alternate.

Site mobilization may take place once all necessary forms and bonding have been submitted and approved by the District. The project is to be substantially completed by .

Base Bids will be received until 2:00 p.m. and Alternate Bids will be received until 3:00 p.m. on . Both Base Bids and Alternate Bids will be opened at 3:00 p.m. Bids will be received at St. Vrain Valley School District RE-1J, Operations and Maintenance Department, 395 South Pratt Parkway; Longmont, Colorado 80501 (phone 303-682-7269). Any bids received after the above referenced time shall be disqualified and shall be returned unopened.

Bid Security as set in the Instructions to Bidders must accompany each bid.

Hand carried and mailed bids shall be sealed in an envelope and shall be identified in the following manner.

BIDDER'S COMPANY NAME

Bid #

A Mandatory Pre-Bid Conference will occur . Bidding Documents will be available to bidders . General Contractors may obtain up to sets of Bidding Documents upon depositing the sum of --payable to St. Vrain Valley School District RE-1J--for each set of documents. Any bidder, upon returning the documents in good condition following the public opening of the bids, shall be returned the deposit in full. Bidding documents may also be examined at the Plan Rooms listed in the Instructions to Bidders.

Please note clearly on your bid form any alternatives or deviations from the bidding documents and include justification for acceptance of same. Bids must show total cost to the School District. All quotes are understood F.O.B. St. Vrain Valley School District.

Before award of this contract, the successful vendor may be required to satisfy the District as to his experience and competence to provide the service and product specified in the bidding documents. The District may make such investigations as it deems necessary to determine the ability of the vendor to meet
the required needs, and the vendor shall furnish to the District all such information and data for this purpose as the District may request. The District reserves the right to reject any bid if the evidence submitted by or the investigation of such vendor fails to satisfy the District that such vendor is properly qualified to carry out the obligations of the contract and to deliver the work or product contemplated therein.

The District reserves the right to reject any and all bids, waive irregularities and accept the bid or portion of any bid which, in its opinion, best serves the needs and purposes of the District.

The St. Vrain Valley School District RE-1J is an "Equal Opportunity Employer".

St. Vrain Valley School District RE-1J

Operations and Maintenance Department

END OF SECTION
INSTRUCTIONS TO BIDDERS

Saint Vrain Valley School District No. RE-1J, 395 South Pratt Parkway, Longmont, Colorado 80501, hereinafter called the "Owner", has advertised for bids to be submitted for the construction work specified in the advertisement. Proposals to be entitled for consideration shall be in accordance with the following:

1. **ONE PRIME CONTRACT**

   The work for this project is to be executed under one Contractor covering all work in connection with General Work, Mechanical Work and Electrical Work, except where noted in Contract Documents.

2. **EXAMINATION OF SITE AND DOCUMENTS**

   Each Bidder shall visit the site of the proposed work and shall completely inform himself relative to construction hazards, procedure, labor, and all other conditions and factors, local and otherwise, which would affect prosecution and completion of the work and its cost. Such considerations shall include, without limitations, the arrangement and condition of existing structures and facilities; the procedure necessary for maintenance of uninterrupted, safe operation, use and occupancy of existing facilities; the availability and cost of labor; and facilities for transportation, handling and storage of materials and equipment. All such factors shall be properly investigated and considered in the preparation of the bid. Each bidder shall so fully examine the plans and specifications and acquaint himself with their requirements and with the conditions surrounding the construction on the site that he shall be fully familiar with and informed of all facilities, difficulties, and problems associated with or which might be incurred in the prosecution of the work. In case of disagreement between drawings and specifications or within either document itself, the better quality or greater quantity of work shall be figured in the bid (see GC. 6.04). It shall be the responsibility of the Bidder to direct to the attention of the Architect and Owner in writing and at least four (4) working days prior to the time set for the opening of the bids, any seeming inconsistencies, ambiguous requirements, omissions, or any other matter which seems to require explanation, and to request clarification. The submission of a bid shall be taken as prima facie evidence of compliance with this requirement and as an acknowledgment that the Bidder has received all the required documents and has visited the site. There will be no subsequent financial adjustment for lack of such prior information.

   There will be a pre-bid conference for contractors beginning at , at which time all selected bidders will be required to meet with representatives of the Owner and Architect for the purpose of examination of the project and to answer any questions concerning the project.

   **NOTE:** Attendance at this meeting is MANDATORY for Prequalified General Contractors as well as Potential Prequalified Subcontractors. Non-attendance will result in disqualification.

Meeting Location: 

3. **INTERPRETATION**

   No oral interpretations will be made by anyone to any Bidder as to the true meaning or requirements of any part of the drawings, specifications or other proposed Contract Documents. Every request for an interpretation shall be made in writing and addressed and forwarded to the Architect and the Owner not later than four (4) working days before the date fixed for opening of bids. The person submitting the request shall be responsible for its prompt delivery. Every interpretation made to a Bidder will be in the form of an addendum to the Contract Documents, which, if issued, will be sent as promptly as is practicable to all persons to whom the drawings, specifications, and other proposed Contract Documents have been issued. All such addenda shall become part of the Contract Documents and their receipt shall be acknowledged in the Bid Proposal. The Owner will not be responsible for any other explanations or interpretations of the proposed Contract Documents. Additional access to the school will be available to Bidders from 3:30 to 5:30 on Tuesdays and Thursdays until bid date.

Instructions to Bidders 00200

BR-5

Revised April 2003
4. **BID FORMS**

Bid forms are included in the Project Manual or may be obtained through the Architect. Proposals shall be made upon the forms provided.

Attention is directed to the fact that the Contract Documents contain one complete set of bidding and contract forms; these are sample forms included for the information of Bidders. They are not to be detached from the Contract Documents, filled out or executed. (They may be photocopied for Bid).

Special attention is directed to the Form of Bid Bond included in the bidding documents. Additional copies of this form may be secured from the Architect, but the use of this particular form is not mandatory. Any similar standard form of a recognized responsible surety which contains the same stipulations and guarantees, the same execution of the contract and indemnification of the Owner in case of default, will be acceptable.

Where applicable, in the event of a difference between extended price and unit price of the bid, the unit price shall control.

Where indicated by makeup or bid form, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the amount written in words shall govern.

Each copy of the Bid shall include the legal name of the Bidder and a statement that the Bidder is a sole proprietor, partnership, corporation, or other legal entity. Each copy shall be signed by the person or persons 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 the agent's authority to bind the Bidder.

All properly identified bids received on time will be opened publicly and will be read aloud. An abstract of the bids will be made available to bidders.

5. **PREPARATION OF BID FORMS**

All proposal forms must be prepared in single copy and in conformity with and be based upon and submitted subject to all requirements of the Contract Documents. They must be fully completed with all blanks appropriately filled in. Each bid shall be legibly written or printed in ink on the separate form provided. No alterations in bids, or in the printed forms there for, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the Bidder; if initialed, the Owner 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.

It will be the Bidder's responsibility to secure any and all addenda from the Architect. The Bidder will be required to acknowledge receipt of all addenda. Owner reserves the right to reject any bid which is received which has not been based upon all addenda issued by the Architect. No Bidder may submit more than one bid. Multiple bids under different names will not be accepted from one firm or association.

The Bidder is required to bid on all alternates and complete all blanks on the bid form. If alternates are called for on a type or method of construction as to which the Bidder does not desire to bid, he shall insert the words "NO BID". In case the Bidder desires to bid on an alternate, he shall set forth in the space provided there for, the amount to be added or deducted from the base bid or in the event that the Bidder does not desire to make a change from the base bid, he shall so indicate by using the words 'NO CHANGE". In the selection of alternates, the Owner reserves the right to select or reject any or all alternates in the proposal if, in the judgment of the Board of Education, or its designees, the best interest of the School District will be so served.

6. **BID AND PERFORMANCE GUARANTIES**

Bid security (single copy) in the form of a cashier's check drawn on an acceptable bank or bid bond in the amount of at least ten percent (10%) of the bid price, payable without condition or qualification to Saint
Vrain Valley School District No. RE-1J, MUST accompany each bid, as evidence of good faith and as a
guarantee that if awarded the contract, the Bidder will execute the Contract and give bond as required. The
Bidder assumes all responsibility for furnishing acceptable bid security. **BIDS SUBMITTED WITHOUT
SECURITY WILL BE REJECTED.**

Bid security in the form of a bond will be accepted only if from a regularly established firm licensed to
write such surety in the State of Colorado and which is rated not lower than A- in Best's Insurance Guide,
latest edition, and have a Best's Financial Rating of X.

The bid security of each unsuccessful Bidder will be returned when the Construction Agreement is fully
executed. The bid security will be voided but retained by the Owner, if, after the Notice of Contract
Award, the Bidder shall enter into a Contract and file a satisfactory performance bond, labor and material
payment bond, and certificates of required insurance, all within ten (10) calendar days after the date such
notice is given by the Owner. The bid security of the second and third lowest responsible Bidders may be
retained for not to exceed forty-five (45) days after opening, pending the execution of the Construction
Agreement and submission of bond by the successful Bidder.

This bid security may be retained by the Owner as liquidated damages, if the bid is accepted and a contract
thereon is awarded but the successful Bidder fails to enter into a contract in the form prescribed with
legally responsible sureties, within ten (10) calendar days after date the Notice of Contract Award is given
by the Owner.

The Owner shall require the Bidder to whom a Contract is awarded to furnish to the Owner both
*Performance and *Labor and Material Payment bonds in the amount of one hundred percent (100%) of
the Contract price, covering the faithful performance of the Contract and the payment of all obligations
arising thereunder, and the Bidder will further provide warranties as required by the specifications or
General Conditions. **ONLY REQUIRED IF BASE BID IS EQUAL TO OR GREATER THAN $50,000.00.**

The bonds shall be executed on the forms included with the Contract Documents (forms shall not be
removed from the Contract Documents; Bidders shall obtain original copies of the bond forms from the
Owner.) Accompanying each bond form shall be a “Power of Attorney” authorizing the attorney in fact to
bind the surety company and certified to include the date of the bond.

7. **LIST OF SUBCONTRACTORS**

Following the opening of bids and prior to the award of a Contract, the apparent three low bidders shall
submit within three (3) days, a full and complete list of all subcontractors he intends to employ on the work
and the material suppliers from whom he intends to purchase materials for use on or incorporation in the
work in the event his bid is accepted.

The list of material suppliers shall include the manufacturer's name and descriptive data of the materials to
be furnished.

When said list is approved and a Contract is awarded, the list shall not be changed except by mutual
consent and upon written approval from the Owner.

Each Bidder shall identify and fully disclose on such list all those subcontractors and suppliers proposed for
the work with which the Bidder is connected either directly or indirectly as part owner, participant in
profits or losses or in any other manner financially or economically.

8. **CHANGES AND SUBSTITUTIONS**

Items herein specified under manufacturer's names and catalog numbers are intended as a basis of quality
and not as a closed specification unless noted otherwise.

Items other than those specifically named in the specifications or as indicated on the drawings will be
considered, provided request for approval of such items is received by the Architect in writing no later than
four (4) working days before the date and hour of opening bids.
If, in the opinion of the Architect and Owner, the item or items proposed for use are an acceptable substitute for the items specified in design, quality, material, and function, the Architect will issue an addendum to plan holders of record listing all such items approved for use. Bidders shall base their bid upon the use of any of the items specifically named in the specifications or on the drawings, or as approved in an addendum issued by the Architect.

Requests for approval received after the above time and date will be considered only under conditions stated in paragraph 36.00 of the General Conditions.

9. **PERMITS AND FEES**

Each contractor shall secure and pay for the legal permits and inspection fees required for the execution of his work. The Owner is exempt from paying certain fees and it will be the Contractor’s responsibility to acquaint himself with the laws and regulations governing said fees. Attention is directed to the requirements of the General Conditions regarding obtaining permits. (GC-12.02)

10. **TAXES**

The Owner is exempt from the collection and payment of state sales and use taxes on any materials, supplies or other equipment used or installed in the work. Some cities and municipalities may charge a local sales or use tax for materials, supplies or equipment picked up by the contractor in that city or municipality for use at a job site outside of that city or municipality. In such cases the contractor, subcontractors and suppliers should have all building materials, supplies and equipment delivered to the job site by common carrier, by conveyance of the seller or by mail in order to be exempt from the local sales or use taxes. The contractor’s bid proposal and any agreed upon variations thereof shall not include the cost of any such taxes. For state sales and use taxes, it shall be the responsibility of the Contractor and each subcontractor to complete and file an "Application for Exemption Certificate" with the Colorado Department of Revenue and submit copies of such Certificate to the Owner upon award of the contract and prior to commencing any work.

11. **SIGNATURE OF BIDDERS**

Each Bidder shall sign the bid form and bid bond using his usual signature and giving his full business address. If the Bidder is an individual, he must sign in individual capacity. Bids by partnerships shall be signed with the partnership name followed by the signature and designation of one of the partners or other authorized representative. Bids by corporations shall be signed with the name of the corporation followed by the signature and designation of the president or other person authorized to bind the corporation and attested to by the secretary with corporate seal. Bids by joint ventures shall be signed by each participant in the joint venture or by an authorized agent of each participant. The names of all persons signing should also be typed or printed below the signature. A bid by a person who affixes to his signature the word "president", "secretary", "agent", or other designation without disclosing his principal may be held to be the bid of the individual signing. When requested by the Owner, evidence of Architect the authority or the person signing shall be furnished.

12. **SUBMISSION OF BIDS**

Bid Documents shall be enclosed in two envelopes (outer and inner), or one opaque envelope, each of which shall be sealed and clearly labeled "BID DOCUMENTS" and identified with the description of the work to which the proposal applies; the name of the project; the name and address of the Bidder; and the time of opening of bids; all in prominent lettering so as to guard against opening prior to the stipulated time. No responsibility shall attach to any employee of the Owner for the premature opening of any bid not prominently identified. The Bidder shall be responsible for placing his firm name and the name and number, if applicable, of the project and the time of the bidding on the outside of such bid envelope.

The Bid Documents shall be submitted at the time and location as noted in the Invitation to Bid. Bids received after the specified time of closing will be returned unopened.

13. **WITHDRAWAL OF BIDS**
Any Bidder may withdraw his bid if written request for withdrawal signed in the same manner and by the same person who signed the Bid Form is received by the individual of the School District requesting the bids prior to the time established for the opening of the bids.

No Bidder may withdraw his bid for forty-five (45) days after the scheduled time set for the opening thereof, or before award of the Contract, unless said award is delayed for a period exceeding forty-five (45) calendar days.

14. **MODIFICATIONS**

No oral, telephonic, or telegraphic modifications will be accepted or considered.

15. **ACCEPTANCE OF BIDS**

The Owner reserves the right to accept the bid which in its judgment is the most responsible and best bid or to reject any and all bids and alternatives and to waive or disregard irregularities or informalities in any bid as it may deem to be in the Owner's best interest. The Owner or its designees may consider as irregular any bid on which there is an alteration of, or departure from, the bid form. All proposals received after the specified time of closing shall be returned unopened.

Final determination of compliance with specifications will rest with the Owner.

16. **TIME OF COMPLETION**

It is to be understood that time is of the essence for this Contract and that the contractor will be required to perform the work within the allowable time set forth in the Contract. In this connection, attention is directed to the provisions of the General Conditions and Supplementary General Conditions, if any, relative to delays, extensions of time, and liquidated damages. The successful Bidder-Contractor shall prepare and submit for the Owner's approval, within ten (10) days after the Notice of Award, a Preliminary Construction Schedule or Schedules that will indicate the time of performance and completion of the various portions of the work and the dates on which the Owner may expect to be allowed to occupy portions of the building. A Detailed Construction Schedule shall be submitted by the Contractor prior to the submission of the first request for payment. No partial payment on account of work performed shall be made until such Detailed Construction Schedule has been approved by the Owner.

The Owner and the Contractor shall agree mutually on any changes in either the schedule or the rate of performance of the work which might either favorably or adversely affect such schedule dates. Unless otherwise specifically agreed in writing, no additional compensation or fee shall be paid by the Owner for any completion of all or any portions of the work earlier than scheduled.

17. **APPLICABLE LAWS AND REGULATIONS**

Each Bidder shall familiarize himself with all state and local laws, codes, ordinances, and regulations which might in any manner affect the work to be done; the materials to be supplied, the taxes, permits and fees to be paid; or the labor to be employed in and about the work. Any claim of misunderstanding or ignorance on the part of any successful Bidder will not in any way excuse such Bidder from the necessity of full compliance with every such law, code, ordinance, or regulation. All state laws, codes and regulations and local ordinances, which are applicable, shall be complied with, including but not limited to those specified in these documents. Preference shall be given to the employment of Colorado labor in accordance with Sec. 18-17-101, C.R.S.

18. **SUBCONTRACTOR QUALIFICATION:**

The General Contractor is required to provide qualified subcontractors. Prequalification shall be the responsibility of the General Contractor using the criteria which follows below. Each General Contractor shall submit a list of the proposed prequalified Subcontractors to the School District Operations Department no more than four business days following the Prebid Conference.

The Subcontractors required to pre-qualify are:
The Architect and School District shall publish a combined list of Subcontractors submitted by all General Contractors by addendum no later than ten calendar days prior to bid opening. Only Subcontractors who comply with the requirements below and are not challenged by the Architect or the School District will be allowed to bid and shall be included in the Addendum List. The prequalification forms shall not be sent to the Architect or School District prior to the Opening of Bids unless so requested.

CRITERIA FOR SUBCONTRACTOR PREQUALIFICATION:

2. Minimum of four (4) years in business in Colorado under present name.
3. Experience in successfully completing at least two projects of similar size, type, and complexity within the last five years. Include references and current telephone numbers for each.
4. The firm must submit a financial statement not less than twelve (12) months old.
5. Certification that the company is clear of any Federal, State or Local Tax Liens.

This is a prequalification process required of the General Contractors for bidding on this project. The successful General Contractor must submit the above qualification documents to the Owner for the proposed Subcontractors within three (3) days of the Opening of Bids. Bids shall only be accepted from Subcontractors who are on the Addendum List.

The General Contractor must submit a complete list of all subcontractors and material suppliers within three (3) days of the Opening of Bids for review by the Architect and the School District. All companies listed shall be subject to further review per Article 19 Evidence of Competency, Instruction to Bidders. Upon request of the Architect or School District, the prime bidder and/or the sub-bidders shall provide information requested under Article 19 within five (5) days of the date of request, prior to the Award of Contract.

19. EVIDENCE OF COMPETENCY (PRIME AND SUB-BIDDERS)

The Owner reserves the right to request qualification information from prime and sub-bidders prior to award of contract. Such information shall evidence the bidder's competency and practical knowledge to do the particular work covered by his proposal and the bidder's financial responsibility, resources, experience, organization, and equipment to complete the proposed work. All prime and sub-bidders must demonstrate qualifications and financial ability to complete this project. All parties must advise the Owner prior to award of contract as to any changes to the qualifications or financial ability as demonstrated in documents submitted relative to this project, including General Contractors' prequalification and subcontractor's qualifications. Failure to comply with this request may result in the rejection of consideration of such bid. The right is reserved to reject any bid where an investigation of the evidence or information submitted by such bidder does not demonstrate that the bidder is qualified to properly carry out the terms of the contract.

Data disclosed relative to financial statements shall be respected as confidential and each statement will be returned.

In determining the Bidder's qualifications, the following factors, among others, will be considered: work previously completed by the Bidder; the qualifications of the proposed subcontractors for their work; Bidder references; and whether the Bidder (a) maintains a permanent place of business; (b) has adequate plant and equipment to do the work properly and expeditiously; (c) has the financial resources to meet all obligations incident to the work; (d) has appropriate technical experience; and (e) has adequate, competent, experienced staff and supervisors who will be committed to the work until completion.

Each Bidder may be required to show that he has handled former work and that no just claims have been prosecuted or are pending against such work. No bid will be accepted from a Bidder who is engaged on any work which would impair his ability to perform or finance this work or Architect other work in progress.

20. INSURANCE

Throughout the life of the contract, the Contractor will be required to carry the types and amounts of insurance named in the General Conditions. Contractors shall provide Owner with Certificates of
Insurance evidencing all insurances required (G.C. 25.00) are in force. Copy of such Certificates of Insurance shall accompany the Bid Form.

21. **CONTRACTOR'S LICENSE**

Any successful Bidder may be required by the Owner to obtain the necessary and applicable Contractor's License from all appropriate governmental authorities and, if required, shall not allow any subcontractor to commence work on his subcontract until all similar provisions required of the subcontractor have been obtained and approved.

22. **ASBESTOS CONTAINING MATERIALS**

The Owner, through an asbestos management program, has identified some areas of the existing schools that have asbestos containing materials. The Contractor is alerted to this possible hazard in order to protect himself, his subcontractor, and other building occupants from exposure to asbestos containing material within the project area. Refer to GC-14.00 of General Conditions and the Supplementary Conditions.

23. **FINAL COMPLETION**

Final Completion shall have been obtained when in the opinion of the Architect and Owner, the Contractor has completed the work to such a degree that the Owner can occupy or utilize the Work for its intended purpose and do so without sacrificing the health and safety of the occupants.

24. **PLANS FOR REFERENCE**

Complete sets of Drawings and Project Manuals for all portions of the work will be available at the following locations where they may be examined by contractors, subcontractors and material suppliers:

**Reed Construction Data**
8878 S. Barrons Blvd.
Highlands Ranch, CO 80129
303.470.4826
303.470.4878 FAX

**Builder's Exchange**
223 South Link Lane
Ft. Collins, Colorado 80524
970.484.1616
970.484.3109 FAX

**FW Dodge Plan Room**
2000 Colorado Blvd., Suite 2000
Denver, CO 80222
303.584.6710
303.584.6764 FAX

**The Plan Room**
2175 S. Jasmine Street, Suite 219
Denver, Colorado 80222
303.757.7644
303.757.0116 FAX

END OF SECTION
ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J
SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

1. PREQUALIFIED GENERAL CONTRACTORS,
The Owner will accept bids only from the Prequalified General Contractors listed in the Invitation to Bid.

2. NOTICE TO PROCEED
The period of performance for the project shall commence on the date of issuance of the "Notice of Award" to the General Contractor. The Owner will issue the "Notice to Proceed" to the Contractor within five (5) days after the Contractor has submitted all bonds and insurance as required by and in accordance with the Contract Documents. Such requirements are specified under General Conditions. The Contractor will not be allowed on the project site until the "Notice to Proceed" has been issued.

3. LIQUIDATED DAMAGES
The Contractor and the Contractor's Surety shall be liable for and shall pay the Owner $ stipulated as liquidated damages for each calendar day of delay until the work is Substantially Complete.

It is understood and agreed that completion of the entire project within the time stated in the Contract Agreement is a matter of vital necessity to the Owner, that the Owner will suffer substantial damages if the entire project is not completed within that time, and that it would not be possible to accurately determine the amount of such damages. In view of these facts the Contractor agrees to pay the Owner liquidated damages in the sum set forth above for each calendar day, if any, which elapses between the date stated in the Construction Agreement, as extended by any extensions of time under the provisions of the General Conditions for the Contract, and the date when the entire project is finally accepted within the meaning of the acceptance and Final Payment provision of the General Conditions of the Contract. If the Contractor shall fail to pay such liquidated damages promptly upon demand therefore, the surety on his performance bond shall pay such damages. Also, the Owner may withhold all or any part of such liquidated damages from any payments due the Contractor. No changes in the work shall extend the time for completion unless set forth on the properly approved change order.

4. LIST OF SUBCONTRACTORS
The Board of Education is interested in using qualified local subcontractors and suppliers when applicable. Contractors are encouraged to give considerations to local subcontractors and suppliers in the selections of products and services.

5. SUBCONTRACTOR QUALIFICATION
Potential subcontractors wishing to receive consideration for prequalification on this project shall attend the mandatory Pre-bid Conference.

END OF SECTION
GENERAL CONTRACT BID FORM
Bid #

TO:  
Board of Education  
St. Vrain Valley School District  
395 S. Pratt Parkway  
Longmont, Colorado  80501

FROM:  
Company Name  

Address  

City, State  ZIP  

Telephone  

ACKNOWLEDGEMENTS:
Having carefully examined the Invitation for Bids, Instructions to Bidders, Supplementary Instructions to Bidders, General Conditions of the Contract, Supplementary Conditions, the Project Manual and Drawings entitled **[INSERT TITLE]** of the St. Vrain Valley School District RE-1J, as well as the premises and the conditions affecting their work, the undersigned proposes to furnish all labor and materials for general construction, including, but not limited to, site work, mechanical and electrical and all work called for by them in strict accordance with the said documents.

The undersigned acknowledges receipt of  Addenda Number(s):  

If a Notice of Award is issued within thirty (30) days after date of this proposal, the undersigned proposes to substantially complete the work on or before the date stated in the CONSTRUCTION AGREEMENT, Section 00500 and failing to do so agrees to pay the Owner the sum stated in the Supplementary Instructions to Bidders per calendar day thereafter that the work remains substantially uncompleted.

The undersigned recognizes the Owner's right to waive informalities in the bidding and to accept or reject any or all bids. Upon receipt of Notice of Award, the undersigned agrees to execute a formal Contract or the work within seven (7) days of receipt of such notice and will deliver a surety bond for the faithful performance of this Contract.

BASE BID:
(in writing)  

$__________________________  

(in numerals)$__________________________  

If awarded a contract for this project, undersigned agrees to employ the following subcontractors:

  Electrical:  
  Mechanical:  

Bid Form 00410  
BR-13  
Revised Nov 2002
ATTACHMENTS:
1. Bid Security is to become in full the property of St. Vrain Valley School District, in the event the contract and bonds are not executed within the time set forth above, as liquidated damages for the delay and additional work caused thereby. (Bid Security is 10% of base bid submitted. Do not include alternates in figuring amount of bid security)
2. Non-Collusion Affidavit
3. Certificate of Insurance

ATTEST:

Date: ________________________________

Bidder: ________________________________

______________________________

type/print name

signature

SEAL

Attest: ________________________________

______________________________

type/print name

signature

END OF SECTION
ATTACHMENT TO GENERAL CONTRACT BID FORM
ALTERNATES
Bid #

TO: Board of Education
St. Vrain Valley School District
395 S. Pratt Parkway
Longmont, Colorado 80501

FROM: Company Name
Address
City, State ZIP
Telephone

ACKNOWLEDGEMENTS:
Having carefully examined the Invitation for Bids, Instructions to Bidders, Supplementary Instructions to Bidders, General Conditions of the Contract, Supplementary Conditions, the Project Manual and Drawings entitled of the St. Vrain Valley School District RE-1J, as well as the premises and the conditions affecting their work, the undersigned proposes to furnish all labor and materials for general construction, including, but not limited to, site work, mechanical and electrical and all work called for by them in strict accordance with the said documents.

The undersigned acknowledges receipt of Addenda Number(s): ______________________________

If a Notice of Award is issued within thirty (30) days after date of this proposal, the undersigned proposes to substantially complete the work on or before the date stated in the CONSTRUCTION AGREEMENT, Section 00500 and failing to do so agrees to pay the Owner the sum stated in the Supplementary Instructions to Bidders per calendar day thereafter that the work remains substantially uncompleted.

The undersigned recognizes the Owner's right to waive informalities in the bidding and to accept or reject any or all bids. Upon receipt of Notice of Award, the undersigned agrees to execute a formal Contract or the work within seven (7) days of receipt of such notice and will deliver a surety bond for the faithful performance of this Contract.

ALTERNATES TO BE CONSIDERED WITH BASE BID PROPOSAL:

ALTERNATE NO. 1

Dollars ($____________________)

ALTERNATE NO. 2

Dollars ($____________________)

ALTERNATE NO. 3

Dollars ($____________________)
ALTERNATE NO. 4

__________________________________________ Dollars ($_______________)

ALTERNATE NO. 5

__________________________________________ Dollars ($_______________)

ALTERNATE NO. 6

__________________________________________ Dollars ($_______________)

ATTEST:

Date: ________________________________

Bidder: ________________________________

  type/print name

  signature

SEAL

Attest: ________________________________

  type/print name

  signature

END OF SECTION
KNOW ALL MEN BY THESE PRESENTS that______________________________of
______________________________, as Principal, and______________________________,
a Corporation duly organized under the laws of the State of______________, and authorized to transact
business in the State of Colorado, as Surety, are held and firmly bound unto the SAINT VRAIN VALLEY
SCHOOL DISTRICT NO. RE-1J, 395 South Pratt Parkway, Longmont, Colorado 80501, as Obligee, in the full and
just sum of ten percent (10%) of the Principal's total bid price, lawful money of the United States, for the payment of
which sum, well and truly to be made, the Principal and the Surety bind ourselves, our heirs, executors,
administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal is herewith submitting its proposal for the construction of ___________, and

WHEREAS, the Obligee has required that said proposal be accompanied by a Proposal Guarantee in an amount not
less than ten percent (10%) of the Principal's total bid price in fulfillment of which requirement this Bid Bond is
made, executed and delivered.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the aforesaid Principal shall be
awarded the Contract, the said Principal will, within the time required, enter into a formal contract and give a good
and sufficient bond to secure the performance of the terms and conditions of the contract and the prompt payment of
labor and material furnished in the prosecution thereof, then this obligation shall be void; otherwise the Principal
and Surety will pay unto the Obligee the difference in money between the amount of the bid of the said Principal
and the amount for which the Obligee legally contracts with another party to perform the work if the latter amount
be in excess of the former; in no event shall the Surety's liability exceed the penal sum hereof. The Surety, for value
received, hereby stipulates and agrees that the obligation of said Surety and its bond shall in no way be impaired or
affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby
waive notice of any such extension.

Signed, sealed, and delivered ___________________________

Date

(SEAL)

Witness to the Principal

(SEAL)

(SEAL)

This Bond must be accompanied by a current Power of Attorney

THIS BOND will be acceptable only if issued by an insurer rated not less than A- in Best's Insurance Guide, and
have a Best's Financial Rating of at least Class X.

END OF SECTION
NON-COLLUSION AFFIDAVIT OF PRIME BIDDER
Must be attached to General Contract Bid Form 00410

State of _____________________________

County of ____________________________

______________________________, being duly sworn, deposes and says that:

(1) He is (owner, partner, officer, representative, or agent) of

______________________________, the Bidder that has submitted the attached bid;

(2) He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Saint Vrain Valley School District or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owner, employees, or parties in interest, including this affiant.

______________________________
(Signed)

______________________________
(Title)

Subscribed and sworn to before me

this _______ day of _____________, 20____

______________________________
Notary Public

______________________________
Address

My commission expires________________________

Seal:

END OF SECTION