

**INSTRUCTIONS FOR SUBMITTING BIDS
FOR GENERAL SERVICES**

El Paso County is hereby contacting prospective bidders who have expressed an interest in supplying the services specified in this IFB. To be considered, all bids must be submitted in accordance with these instructions.

NOTE: THE FOLLOWING ARE GENERAL INSTRUCTIONS FOR SUBMITTING BIDS. ADDITIONAL AND/OR CONFLICTING INSTRUCTIONS OUTLINED IN THE GENERAL SPECIFICATIONS IN THIS INVITATION FOR BIDS (IFB) MAY SUPERSEDE THESE INSTRUCTIONS.

ISSUING OFFICE

This IFB is issued for El Paso County by the Financial and Contract Services Division.

PURPOSE

This IFB is designed to provide prospective bidders sufficient information to enable them to prepare and submit a bid for consideration by El Paso County.

SCOPE

This IFB contains the instructions for submitting bids and the Bid Form for you to submit your bid. The bid you are submitting should be your best and final offer to supply the service described in the attached bid specifications.

BID FORM

Bids shall be submitted on the Bid Form supplied. Failure to provide all information requested may subject your bid to disqualification. The Bid Form must be signed by an authorized representative of the firm or it will not be considered.

BID IDENTIFICATION

The envelope containing your bid must be properly and clearly marked as specified in the Bid Form. Variations from this requirement may result in the bid being misplaced or rejected. The bid must be submitted independently; that is, do not attach it to the outside of any package or enclosed in any package containing samples.

ADDENDUM OR SUPPLEMENT TO INVITATION FOR BIDS

In the event that it becomes necessary to revise any part of this IFB, an addendum will be provided to each vendor who received the original IFB or, if applicable, only those vendors who attended a Mandatory Pre-Bid Meeting or Walk Through.

LATE BIDS

Late bids will not be accepted. It is the responsibility of all firms to ensure that the bid arrives in the office of the Contracts and Procurement Division by, or prior to, the date and time specified in the RFP/IFB.

REJECTION OF BID

El Paso County reserves the right to reject any or all bids received, to waive informalities and minor irregularities, and to accept any portion of a bid deemed to be in the best interest of the County.

Bids received after the date and time specified in the IFB will be rejected and the carrier envelope returned to the bidder unopened. The envelope may have to be opened if the bidder's name and return address is not clearly marked on the outside of the envelope.

CONFLICT OF INTEREST

Full disclosure of any and all actual or perceived conflicts of interest must be included with your proposal. Examples of such conflicts of interests include, but are not limited to, vendor/County employee relationship, vendor/public official relationship, vendor's financial interest in the project.

PROPRIETARY INFORMATION

Any restrictions on the use of data contained within a bid must be clearly stated in the bid itself. Proprietary information submitted in response to this IFB will be respected in accordance with applicable El Paso County Procurement Regulations.

MATERIAL OWNERSHIP

All material submitted regarding the IFB becomes the property of El Paso County and will be returned to the bidder at the County's option.

INCURRING COSTS

El Paso County is not liable for any cost incurred by the bidder in preparing the bid.

DELAY IN BID OPENING

In the event of an emergency situation (i.e. large snow storm, tornado, etc) which causes the Board of County Commissioners (BOCC) to close the El Paso County Offices, the Contracts Division Manager has the authority to reschedule the bid opening date. All bidders will be allowed to submit their bids prior to the new date and time specified.

FACSIMILE POLICY

The Contracts and Procurement Division will accept bids received by facsimile machine under the following conditions:

- ◆ The faxed copy is received complete prior to the specified due date and time.
- ◆ The hard copy of the bid must be received in the Contracts and Procurement Division within twenty-four (24) hours after the specified IFB due date and time.
- ◆ The hard copy of the bid must be identical in every way to the faxed copy with no changes or alterations. If any changes or alterations are noted, the entire bid shall be disqualified.
- ◆ If a Bid Security is part of the bid package, it may also be faxed and will be accepted under the same conditions stated above.

El Paso County Contracts and Procurement Division does not accept any responsibility for bids which are not received on time due to (1) overloading the facsimile machine at the last minute, (2) the County's facsimile machine not operating or has malfunctioned, or (3) the bid material has been lost in transmission or inadvertently sent to an incorrect facsimile number by the bidder.

BID RESPONSE

Your bid response must be submitted on the Bid Form included in this package to the Contracts and Procurement Division by the date and time stated in the IFB. In the event the bidder is unable to bid or cannot provide the services requested for any reason, a "NO BID" should be noted on the Bid Form along with the company name and authorized representative and signature by the authorized representative, then submitted by the date and time stated in the IFB.

ALL BIDS MUST BE SUBMITTED IN DUPLICATE, UNLESS STATED OTHERWISE IN THE SPECIFICATIONS.

ALTERNATE OR SUBSTITUTE BIDS

Bidders are encouraged to submit alternate (or substitute) bids **IN ADDITION** to the primary bid. If an alternate bid is submitted, it must meet the full scope of services as outlined in the General Specifications. El Paso County reserves the right to accept or reject the alternate bid. The alternate bid must be clearly identified from the primary bid. Alternate bids will be accepted in lieu of the primary bid only if the vendor clearly marks the bid form for the primary bid as "NO BID" and identifies the submittal of the "ALTERNATE BID" along with an explanation for why the specifications for the prime bid could not be met.

BID INFORMATION

All quoted terms, conditions, warranties and specifications for the bid must be clearly stated. All prices quoted shall be firm for a period of sixty (60) days after the bid opening date or until a Purchase Order is issued, whichever comes first.

BID ACCEPTANCE

El Paso County reserves the right to accept a bid other than the apparent low bid; to accept or reject all or part of any bid submitted; or accept such bids deemed to be in the best interest of the County.

AWARD

It is the intent of the County to award the bid to the vendor whose bid and evaluation results are in the best interest of the County.

USE BY OTHER JURISDICTIONS

Awarded vendor may elect to extend the resulting contract or price agreement, pricing, terms and conditions to any Colorado political subdivision, but is not obligated to do so.

EVALUATION CRITERIA

Evaluation criteria for bids will include, but not be limited to the following:

- ◆ Adequacy and completeness of bid submitted
- ◆ Compliance to bid specifications
- ◆ Previous relevant experience
- ◆ Total Cost
- ◆ Staff experience
- ◆ Quality of references
- ◆ Delivery or completion time after receipt of order (A.R.O.)
- ◆ Location of service facility

FAILURE TO PERFORM

Should the successful bidder be unwilling or unable to fulfill the terms of the Purchase Order after receiving the award of bid, the bidder's name will be removed from the active bidder's list for a period of twelve (12) months from the date of a written notice to the bidder.

BID SECURITY

If required in the IFB, the submitted bid shall be accompanied by a Bid Security, made payable to El Paso County, in the amount of five (5%) percent of the bid sum. This security assures that the bidder will enter into a contract with the County on the terms and conditions stated in the IFB. Should the bidder refuse to enter into such contract, the amount of the Bid Security shall be forfeited to the County as liquidated damages and not as a penalty.

DEPOSIT FOR PLANS/SPECIFICATIONS

A bid deposit may be required for a set of plans and specifications when made part of the bid. A refund, if applicable, will be as outlined in the IFB.

INSURANCE

The successful bidder may be required to provide any or all of the following insurance coverage at its own expense and maintain such coverage for the duration of the contract:

Comprehensive General Public Liability and Property Damage Insurance:			
	Bodily Injury	\$150,000 (per person)	\$600,000 (each occurrence)
	Property Damage		\$600,000 (each occurrence)
Comprehensive Auto Liability and Property Insurance:			
	Bodily Injury	\$150,000 (each person)	\$600,000 (each occurrence)
	Property Damage		\$600,000 (each occurrence)

If Workers' Compensation Insurance is carried by the State Compensation Insurance Fund, evidence of such coverage shall be submitted on a certificate form or, if the insurance is by private carrier, evidence shall be submitted to the Contracts and Procurement Division.

NOTE: EL PASO COUNTY SHALL BE NAMED AS AN ADDITIONAL OR CO-INSURED ON THE INSURANCE CERTIFICATE

ENVIRONMENTAL IMPACT

El Paso County reserves the right to consider the environmental impact a product or material will have on the community during the evaluation process of a bid.

CONFLICT OF INTEREST

Failure to disclose a conflict of interest is a misdemeanor criminal offense under Colorado Law. Such conflict may arise if any public servant exercises any substantial discretionary function in connection with a government contract, purchase, payment or other pecuniary transaction without necessary disclosure as defined by CRS 18-08-308 as amended.