

## **INSTRUCTION TO BIDDERS**

### **1. Preparation of Bid**

Each bidder shall prepare Bid in ink on forms furnished by the District. Blank spaces for each item in Bid shall be filled. Bidder shall submit a price for each item in bid. The Bid shall be executed with complete and correct name of individual, partnership, firm, corporation or other legal entity.

Bid prices shall not include sales tax on materials, supplies or equipment used or consumed in performance of Purchase Order.

Any corrections to Bid shall be initialed by the person signing the Bid. Bids tendered after due date and time designated in Notice to Bidders will not be accepted.

Persons desiring further information or interpretation of Purchase Order Documents shall make a request in writing for such information to the District's Representative no later than seven working days before Bid opening. District will not be responsible for any other interpretations of Purchase Order Documents.

### **2. District Representative – Receiving Agent**

Bidder shall address all bid and technical questions in writing to:

Pete Rodriguez/Maintenance Manager  
P.O. Box 749  
Clint, TX 79836  
Ph: (915)872-4000  
E-mail: [prodriquez@epcwidl.org](mailto:prodriquez@epcwidl.org)

### **3. Consideration of Bid Amount**

For the purpose of award, after Bids are opened and read aloud, total amount Bid, including accepted Bid alternatives, will be considered the amount of Bid. District reserves the right to reject any or all Bids or to waive any informalities and irregularities.

### **4. Submission of Bid**

Each Bid, completed and signed by person(s) authorized to bind individual, partnership, firm, or corporation or any other legal entity, the following information shall be sealed in a 12 x 15 ½ non-transparent envelope.

- (a) One copy of Bid Form completed and signed.
- (b) Acknowledgement of receipt of Addenda issued, if any.
- (c) Any other required information indicated in Purchase Order Documents.

Bid shall include all specified items in this section and be placed in the envelope, sealed and clearly identified on outside as a Bid to District, with project name, and name and address of Bidder. Failure to submit Bid in a sealed envelope may subject Bidder to disqualification. Bids will not be considered unless received by the District on or before the date and time designated in the Invitation to Bid.

## **5. Withdrawal of Bid**

A Bid may be withdrawn by a Bidder, provided an authorized individual of the Bidder submits a written request to withdraw the Bid before the time set for opening the Bids.

## **6. Rejection of Bids**

The following may be cause to reject a Bid:

- (a) Bids containing omissions, alterations of form, qualifications or conditions not called for by District, incomplete Bids, may be considered in noncompliance and may be rejected. In any case of ambiguity or lack of clarity in the Bid, District reserves the right to determine most advantageous bid or to reject the Bid.
- (b) Unreasonable or unbalanced unit Bid prices.
- (c) More than one bid for same Work from an individual, firm partnership or corporation.
- (d) Collusion among Bidders.
- (e) Poor performance in execution of work under previous Purchase Order.
- (f) Default on previous Purchase Orders or failure to execute Purchase Order after award.
- (g) Evidence of failure to pay Subcontractors, Suppliers or employees.
- (h) Bidder has not adequately demonstrated to District that Bidder has experience, knowledge and readily available equipment necessary to meet requirements of Purchase Order Documents.
- (i) District reserves right to reject any or all Bids or to waive any informalities and irregularities.

## **7. Submission of Post Bid Information**

The Bidder that submits the bid which is most advantageous to the District shall submit such information as is required by District to evaluate Bid or Bidder to the district within sixty (60) calendar days after apparent low Bidder has been named. If low Bidder does not submit such information or if the information submitted by the Bidder does not sufficiently meet the District request, or if the Bidder fails to meet any conditions of the Bid, the District reserves the right to disqualify the apparent low Bidder, and either re-Bid the project or pursue awarding of the Bid to the bidder with the bid the next most advantageous to the District.

## **8. Award and Execution of Purchase Order**

District will process Bids expeditiously. Award of Purchase Order will occur within 90 days after the opening of Bid, unless otherwise mutually agreed between the parties. The District will process the Purchase Order expeditiously, however, the District will not be liable for any delays prior to the award or execution of Purchase Order.

### **9. Subchapter I of Chapter 49 of the Texas Water Code**

Subchapter I of Chapter 49 of the Texas Water Code is attached and made a part of this document. All Bids shall be submitted in accordance with the requirements and provisions of Subchapter I.

### **10. Appendix II to 2 CFR Subtitle A Chapter 2 Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards**

Appendix II to 2 CFR Subtitle A Chapter 2 Part 200 is attached and made a part of this document. All Bids shall be submitted in accordance with the requirements and provisions of Appendix II to 2 CFR Subtitle A Chapter 2 Part 200.

### **11. Purchase Order Documents**

The Purchase Order Documents consists and includes as a part of the Purchase Order the following documents:

1. Notice to Bidders
2. Instructions to Bidders
3. Bid Form
4. Bidding Specifications
5. Purchase Order Terms and Conditions
6. Purchase Order Form (provided at time the Bid is awarded)
7. Non-Bribery and Anti-Collusions Letter

### **12. Addenda to Purchase Order Documents**

The District may issue addenda to the Purchase Order Documents from time to time during the Bid period. Such addenda shall be available through the internet at <http://epcwid1.org>. It is the Bidders responsibility to periodically check with the District or at the above internet site for such addenda.

### **13. Bidder and Seller**

The entity preparing and submitting the sealed Bid to the District (The “Bidder”) and the entity agreeing to sell the District the material specified in the Purchase Order (the “Seller”) shall be the same and identical entity.

### **14. Opening of Bids**

The Bids shall be opened at the location, date and time indicated in the Notice to Bidders.

### **15. Bid Quantities**

The District reserves the right to order up to or equivalent, as specified by the Seller on the Bid Form.

### **16. Delivery Locations and Schedule**

Bid price shall include delivery of the fiber reinforced concrete within the El Paso County, Texas. The District will provide reasonable needed labor only. Bidder must provide all equipment necessary to deliver the fiber reinforced concrete. The above delivery location shall be at the sole discretion of the District and the bidder shall contract and coordinate with the District’s Agents for the duration of the Projects.