



INVITATION FOR BID

Construction

Date issued: April 20, 2026

Bids Due: May 14, 2026

STATE HIGHWAY 184 & CR 25 ALIGNMENT

MONTEZUMA COUNTY

Contract Manager
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Primary Contact/Contract Specialist
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Montezuma County hereby solicits Firm Fixed Price (FFP) (or Fixed Unit Price (FUP)Bids, as detailed in this Invitation For Bids (IFB), for State Highway 184 & CR 25 Realignment.

This IFB is posted to Rocky Mountain E-Purchasing BidNet Direct and Montezuma County Website. It is available for all vendors free of charge, following free registration, at the Rocky Mountain E-Purchasing BidNet Directwebsite.

SUBMITTALS FOR THIS PROJECT WILL ONLY BE ACCEPTED ON THE ROCKY MOUNTAIN E-PURCHASING BIDNET DIRECT PLATFORM.

Please login to the following website to register (Free Registration) to submit a bid for this project. All required documents will be uploaded to the website.

<https://www.bidnetdirect.com/>

BIDNET Support

800-835-4603

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SECTION I – BID INFORMATION

1.0 BID INFORMATION

Section I provides general information to potential Bidders, such as bid submission instructions and other similar administrative elements. This Invitation for Bid (IFB) is available on BidNet (www.bidnetdirect.com). All addenda or amendments shall be issued through BidNet and may not be available through any other source.

1.1 SPECIAL TERMS

Please note the following definitions of terms as used herein:

The term “County” means Montezuma County, Colorado.

The term “Contractor” means the Bidder whose offer is accepted and is awarded the contract to provide the products or services specified in the IFB.

The term “Offer” or “Bid” means a bid submitted in response to this IFB.

The term “Offeror” or “Bidder” means the person, firm, or corporation that submits a formal bid or offer and that may or may not be successful in being awarded the contract.

The term “Project” refers to State Highway 184 & CR 25 Realignment Project.

The term “Invitation for Bid” or “IFB” means this solicitation of formal, competitive, sealed bids from prospective bidders in which the intent is to award a contract to the resultant lowest responsible and responsive bidder.

1.2 BID ISSUE DATE

Invitation for Bid (IFB) is being issued and posted on www.bidnetdirect.com on April 20, 2026.

1.3 SUBMISSION OF BIDS

A. Bids are to be submitted electronically on BidNet Direct (www.bidnetdirect.com). Please review the submission requirements **well in advance** of submission date and time, and allow for ample time to upload each required document. It is recommended that Offerors begin the submission process at least one (1) day in advance of the proposal deadline.

Offerors are solely responsible to ensure all required bid documents are uploaded and submitted correctly, and that a **confirmation number** is obtained upon successful submission. Customer support for BidNet Direct may be reached at (800) 835-4603.

B. Bids shall be received on or before: ***May 14th, 2026 by 4:00 PM MST***. Bids will be opened virtually via the MontezumaCounty.gov YouTube at May 14th, 2024 by 4:15PM MST.

C. Bid bond will be required. (Also see 1.24)

D. The cost of Bid preparation is not a reimbursable cost. Bid preparation shall be at the Bidder’s sole expense and is the Bidder’s total and sole responsibility.

1.4 PRE-BID CONFERENCE

A pre-bid meeting will be held onsite **Tuesday April 28th at 10:00 AM MST**. This meeting is highly encouraged but not mandatory.

1.5 LATE BIDS/LATE MODIFICATIONS OF BIDS

Bids, withdrawals or modifications of Bids received after the time set for opening, as designated in 1.3 above, are considered “late bids”, and will not be accepted by the County, except as provided for in the Montezuma County Procurement Policy, dated March 2021 and updated March 2026, and approved by the Montezuma County Board of County Commissioners. Bidders are solely responsible for insuring their bids arrive on time and to the place specified in this Invitation for Bid.

1.6 MISTAKES IN BIDS - CONFIRMATION OF BID

If it appears from a review of a Bid that a mistake has been made, the Bidder may be requested to confirm its Bid in writing. Situations in which the confirmation may be requested include obvious, apparent errors on the face of a Bid or a Bid unreasonably lower than the other Bids submitted. All mistakes in Bids will be handled in accordance with the Montezuma County Procurement Policy.

1.7 PROCUREMENT RULES AND REGULATIONS

All formal IFBs advertised by Montezuma County are solicited in accordance with the County’s Procurement Rules and Regulations. Any discrepancies or conflicting statements, decisions regarding bidding irregularities, or clarifications regarding clauses or specifications will be rectified utilizing the County’s Procurement Guidance, when applicable. It is the Bidder’s responsibility to advise the Bid Manager listed in this IFB of any perceived discrepancies, conflicting statements, or problems with clauses or specifications prior to the Bid opening date and time.

1.8 MINOR INFORMALITIES/IRREGULARITIES IN BIDS

- A. A minor informality or irregularity is one that is merely a matter of form and not of substance. It also pertains to some immaterial defect in a Bid or variation of a Bid from the exact requirements of the invitation that can be corrected or waived without being prejudicial to other Bidders. The defect or variation is considered immaterial when the effect on price, quantity, quality, or delivery is negligible when contrasted with the total cost or scope of the goods and/or services being acquired.
- B. If the County determines that a Bid submitted contains a minor informality or irregularity, then the Contract Manager shall either give the Bidder an opportunity to cure any deficiency resulting from the minor informality or irregularity or waive the deficiency, whichever is to the advantage of the County. In no event will the Bidder be allowed to change the Bid amount. Examples of minor informalities or irregularities include but are not limited to the following:
 - 1. Bidder fails to sign the Bid, but only if the unsigned Bid is accompanied by other material evidence, which indicates the Bidder’s intention to be bound by the unsigned Bid (such as Bid security, or signed cover letter which references the Bid Number and amount of Bid).
 - 2. Bidder fails to acknowledge an Amendment, although this may be considered a minor informality only if the Amendment, which was not acknowledged, involves only a matter of form or has either no effect or merely a negligible effect on price, quantity, quality, or delivery of the item or services bid upon.

1.9 REJECTION OF BIDS

The Board of County Commissioners has the authority to reject any Bid based on, but not limited to, the following:

- A. Any Bid that fails to conform to the essential requirements of the Invitation for Bids shall be rejected.
- B. Any Bid that does not conform to the applicable specifications shall be rejected unless the IFB authorizes the submission of alternate bids and the items or services offered as alternates meet the requirements specified in the IFB.
- C. A Bid that fails to conform to the specified delivery schedule.
- D. A Bid shall be rejected when the Bidder imposes conditions that would modify requirements of the IFB or limit the Bidder's liability to the County, since to allow the Bidder to impose such conditions would be prejudicial to other Bidders.

For example, Bids shall be rejected in which the Bidder:

- 1. Protects against future changes in conditions, such as increased costs, if total possible costs to the County cannot be determined. This includes failure to completely fill out the required bid schedule.
 - 2. Fails to state a price and indicates that price shall be "price in effect at time delivery".
 - 3. States a price but qualifies it as being subject to "price in effect at time of delivery".
 - 4. Takes exceptions to the IFB terms and conditions.
 - 5. Inserts the Bidder's terms and conditions.
 - 6. Limits the rights of the County under any Contract/Invitation for Bid clause.
- E. Any Bid in which the price is considered to be unreasonable or is over budget.
 - F. Any Bid if the prices are determined to be unbalanced.
 - G. Bids received from any person or contractor that is suspended, debarred, proposed for debarment, or under investigation for fraud, including failure to pay federal, state, or local taxes.
 - H. When a bid guarantee is required and the bidder fails to furnish the guarantee in accordance with the requirements of the IFB.
 - I. Low Bids received from bidders who are determined to be non-responsible in accordance with the County's Procurement Rules and Regulations.
 - J. Any Bid that was prepared and submitted by a vendor who has been determined by the Board of County Commissioners to have an unfair advantage over other Bidders. Examples of an unfair advantage include, but are not limited to, the following:
 - 1. A previous or prior employee who in the last six (6) months was directly involved in the design or specification preparation of the competed procurement.
 - 2. A vendor who was directly involved in design or specification preparation of the competed project either for pay or voluntarily.

1.10 ESTIMATED QUANTITIES

If the Bid Form (Attachment A) herein contains estimated quantities, this provision is applicable. The quantities listed for each of the items in the Bid Form are only estimated quantities. Contractors are required to bid a firm unit price for each item specified. The actual quantities ordered may fluctuate up or down. The unit prices proposed by each Bidder will remain firm and will not be re-negotiated if the estimated quantities are not met or are exceeded. This clause will take precedence over any/all other estimated quantity clauses that conflict with this clause.

For bidding purposes, if there is a conflict between the extended total of an item and the unit price, the unit price shall prevail and be considered as the amount of the Bid. All unit prices shall include all necessary overhead and profit. Items not listed in the Bid Form such as overhead, profit, bonding, etc. shall be distributed throughout the Bidder's Unit Prices for the items listed on the Bid Form.

1.11 NUMBER OF COPIES

Bidders shall submit one electronic copy of each required document on the BidNet Direct Procurement Platform (www.bidnetdirect.com). Upon submission, all Bid documents shall become and remain the property of the County.

1.12 IDENTIFICATION OF BID

Bids must be submitted to the BidNet Direct Procurement Platform (www.bidnetdirect.com). The solicitation number and Offeror name must be clearly marked within the Bid.

Bid No.: State Highway 184 & CR 25 Realignment Project
Due Date and Time: May 14, 2026 4:00 PM MST

1.13 TAXES

Contractor shall pay all taxes imposed by law in connection with the Work.

1.14 PREPARATION OF BID OFFER

- A. Bidders are expected to examine the drawings, specifications, bid documents, proposed contract forms, terms and conditions, and all other instructions and solicitation documents.
Bidders are expected to visit the job-site to determine all requirements and conditions that will affect the work. Failure to do so will not relieve a Bidder from their responsibility to know what is contained in this Invitation for Bid, or site conditions affecting the work.
- B. The Bidder certifies that it has checked all of its figures and understands that the County will not be responsible for any errors or omissions on the part of the Bidders in preparing its Bid.
- C. All items, (unless the invitation specifically states otherwise) including any additive or deductive alternates on the Bid Form, must be completely filled out or the Bid will be determined non-responsive and ineligible for consideration for award.
- D. The Bidder declares that the person or persons signing this Bid is/are authorized to sign on behalf of the firm listed and to fully bind the Bidder to all the requirements of the IFB.
- E. The Bidder certifies that no person or firm other than the Bidder or as otherwise indicated has any interest whatsoever in the Bid or the contract that may be entered into as a result of the Bid and that in all respects the Bid is legal and firm, submitted in good faith without collusion or fraud.
- F. By submitting a Bid the Bidder certifies that it has complied and will comply with all requirements of local, state, and federal laws, and that no legal requirements have been or will be violated in

making or accepting this Bid. Bidders are expected to review the County's Procurement Guidance, which will be used when determining whether a Bidder is responsive and responsible and awarding contracts in the best interest of the County.

- G. If there is a discrepancy between the unit price and the total price, the unit price shall be used to determine the applicable total price. Bidders are responsible for including profit and overhead associated with the project when determining their unit prices.

1.15 BASIS OF AWARD

- A. Montezuma County intends to award a contract to the lowest responsive and responsible Bidder whose Bid meets the requirements and the criteria set forth in the Invitation for Bids and is determined to be in the best interest of the County.
- B. The County reserves the right to reject any or all Bids and to waive informalities and/or irregularities in a Bid. Whether or not a contract is awarded as a result of this Invitation for Bid, as stated above, Bid preparation costs are not reimbursable.

1.16 PERIOD OF ACCEPTANCE

The Bidder agrees that its Bid shall remain open for acceptance by the County for a period of sixty (60) calendar days from the date specified in the IFB for receipt of Bids.

1.17 CONTRACT AWARD

The signature of the Bidder indicates that within ten (10) calendar days from acceptance of its Bid, it will execute a contract with the County and, if indicated in this IFB, furnish a project specific Certificate of Insurance naming the County as Additional Insured, furnish Performance, Labor and Materials, Payment and Maintenance Bonds and any other documents required by the Specifications or Contract Documents.

1.18 NOTICE TO PROCEED

Upon bid opening, the apparent low bidder will be selected by the County, and the bid results will be prepared and submitted to the Montezuma County Board of County Commissioners for approvals. BOCC Board meetings typically occur once per week.

After the construction contract has been approved by the BOCC, the full Notice to Proceed will be issued by the County.

1.19 AMENDMENTS TO THE SOLICITATION

Amendments are also referred to as addendum or addenda; and these terms shall be considered synonymous. It is the Bidder's responsibility to contact the Contract Specialist listed in 1.21 below to confirm the number of Amendments which have been issued.

- A. If this solicitation is amended, then all specifications, terms and conditions, which are not specifically amended, remain unchanged.
- B. Bidders shall acknowledge receipt of any amendment to this solicitation by signing and returning the amendment and by identifying the amendment number and date in the space provided on the form for submitting a Bid.
- C. Acknowledged amendments must be received prior to Bid opening. Bidders are encouraged to include signed addenda or initialed acknowledgment with returned Bids.

1.20 EXPLANATIONS TO PROSPECTIVE OFFERORS

Any prospective Bidder desiring an explanation or interpretation of the IFB documents, drawings, specifications, etc., must request it in writing within ten days of the Bid due date to allow enough time for a reply to reach all prospective offerors before the time for submission of offers. Oral explanations or instructions given before the opening of Bids will not be binding. Any information provided to a prospective Bidder during the Bid preparation stage will be promptly furnished to all other prospective Bidders as an amendment to the solicitation, if that information is necessary in submitting Bids or if the lack of it would be prejudicial to other prospective Bidders.

1.21 QUESTIONS AND OTHER REQUESTS FOR INFORMATION

All questions shall be submitted electronically via the BidNet Direct Procurement Platform (www.bidnetdirect.com). All questions must be received no later than **May 1, 2026 2:00 PM MST**

DO NOT CONTACT ANY OTHER INDIVIDUAL AT MONTEZUMA COUNTY
REGARDING THIS SOLICITATION.

1.22 INSURANCE

1. Standard Insurance Requirements

Contractor and its Subcontractors shall obtain and maintain insurance as specified in this section at all times during the term of this Contract. All policies evidencing the insurance coverage required hereunder shall be issued by insurance companies satisfactory to Contractor and Montezuma County.

2. Worker's Compensation

Worker's Compensation Insurance as required by State statute, and Employer's Liability Insurance covering all of Contractor or Subcontractor employees acting within the course and scope of their employment.

3. General Liability

Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: (a) \$1,000,000 each occurrence; (b) \$1,000,000 general aggregate; (c) \$1,000,000 products and completed operations aggregate; and (d) \$50,000 any one fire. If any aggregate limit is reduced below \$1,000,000 because of claims made or paid, Subcontractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish to Contractor a certificate or other document satisfactory to Contractor showing compliance with this provision.

4. Automobile Liability

Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

5. Additional Insured

The Montezuma County and the State of Colorado shall be named as additional insured on all Commercial General Liability and Automobile Liability Insurance policies (leases and construction contracts require additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent) required of Contractor and any Subcontractors hereunder.

6. Primacy of Coverage

Coverage required of Contractor and Subcontractor shall be primary over any insurance or

self-insurance program carried by Contractor or Montezuma County.

7. Cancellation

The above insurance policies shall include provisions preventing cancellation or non-renewal without at least 30 days prior notice to Contractor and Contractor shall forward such notice to Montezuma County in accordance with §16 (Notices and Representatives) within seven days of Contractor's receipt of such notice.

8. Subrogation Waiver

All insurance policies in any way related to this Contract and secured and maintained by Contractor or its Subcontractors as required herein shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against Contractor or Montezuma County, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

9. Certificates

Contractor and all Subcontractors shall provide certificates showing insurance coverage required hereunder to Montezuma County within seven business days of the Effective Date of this Contract. No later than 15 days prior to the expiration date of any such coverage, Contractor and each Subcontractor shall deliver to Montezuma County or Contractor certificates of insurance evidencing renewals thereof. In addition, upon request by Montezuma County at any other time during the term of this Contract or any subcontract, Contractor and each Subcontractor shall, within 10 days of such request, supply to Montezuma County evidence satisfactory to Montezuma County of compliance with the provisions.

1.23 SPECIFICATIONS AND DRAWINGS

Specifications and Drawings are included in the IFB and are included in this solicitation.

1.24 TYPE OF CONTRACT

As a result of this Invitation for Bids, it is the County's intention to award a fixed unit price Contract based on the prices offered by the lowest responsive and responsible bidder. Contract prices shall remain firm and fixed throughout the Contract performance period.

1.25 F.O.B. DESTINATION

Unless otherwise specified in the Invitation for Bid, all goods, materials, supplies, equipment or services covered by this IFB shall be delivered F.O.B. Destination shall be the location indicated in the awarded Contract or Purchase Order.

1.26 BID RESULTS

The County does not mail Bid results or tabulations. However, Bid tabulations are posted and can be downloaded from BidNet. Bidders submitting Bids in response to this solicitation may also request the Bid tabulation for this solicitation via email to the Contract Specialist defined in Section 1.21 indicated as the point of contact for this solicitation.

1.27 APPROPRIATION OF FUNDS

A. In the event funds are not appropriated in whole or in part sufficient for performance of the County's obligations under this IFB, then the County, without compensation to Bidders, may terminate or cancel this IFB or not award any contracts under this IFB.

B. Performance of the County's obligations under any resultant Contract will be expressly subject to

appropriations of funds by the Montezuma County Board of County Commissioners, and, in the event the budget or other means of appropriation for any year of the Contract fails to provide funds in sufficient amounts to discharge such obligations, such failure (i) shall act to terminate the Contract at such time as the then-existing and available appropriations are depleted, and (ii) neither such failure nor termination shall constitute a default or breach of the Contract, including any sub-agreement, attachment, schedule, or exhibit thereto, by the County.

1.28 PERIOD OF PERFORMANCE

Contract Days:

All work under this IFB shall be completed within 60 Working Days. Contract days will start once the Notice to Proceed (NTP) has been issued to the contractor.

The Contractor shall start work promptly after receipt of the Notice to Proceed and Pre-Construction Meeting and continue to work diligently until all work is completed and accepted by the County.

1.29 BID DOCUMENTS

The following are included in Section II and comprise this Invitation for Bid.

Attachment A - Bid Form
Attachment B – Project Special Provisions
Attachment C – Ad Plan Set

SECTION II – ATTACHMENTS

Attachment A - Bid Form
Attachment B – Project Special Provisions
Attachment C – Ad Plan Set