**INVITATION FOR BIDS**

**IFB NO.: 21-062**

**ADA ACCESSIBILITY IMPROVEMENT AT FAIRGROUNDS NORTH PARKING LOT**

Sealed best-value bids for the **ADA ACCESSIBILITY IMPROVEMENT AT FAIRGROUNDS NORTH PARKING LOT** for the El Paso County Facilities & Strategic Infrastructure Management will be received by the El Paso County Contracts & Procurement Division**,** via EMAIL to markmeans@elpasoco.com with a copy email to normaingalls@elpasoco.com, **by no later than 2:00 PM (MT), Wednesday April 28, 2021,** which time they will be publicly opened (VIA TELECONFERENCE) and read aloud.

A **Mandatory** **Pre-bid Meeting/Site Visit** will be held at **10:00 AM (MT), Friday April 16, 2021** at the El Paso County Fairgrounds North parking lot located at 366 10th Street, Calhan, CO. 80808. When attending the Pre-bid meeting, please bring your business card. Only those firms attending this meeting shall be allowed to bid on this project. **All attendees must comply with COVID-19 social distancing requirements and wear a proper face mask.**

A **BID SECURITY** in the form of a certified check, cashier’s check or bid bond made payable to El Paso County in the amount of 5% of your bid total must accompany your bid. Successful Contactor shall furnish a Performance Bond and labor and material Payment Bond in a form acceptable in a sum equal to 100% of the contract price, with surety listed on the Federal Treasurer’s list, to guarantee the completion of the work and also to guarantee that all labor and material used in this work, or incidental to the completion of this work, shall be fully paid for.

All questions regarding this Invitation for Bids (IFB) should be directed to Mark Means, Procurement Specialist, markmeans@elpasoco.com, Do not contact any other individual regarding this solicitation. **Final questions are due no later than 2:00 PM (MT), Monday April 19th, 2021 submitted in writing via EMAIL to** markmeans@elpasoco.com with a copy to Norma Ingalls at normaingalls@elpasoco.com

**PLEASE USE THE ROCKY MOUNTAIN E-PROCUREMENT WEBSITE &** **LOG ONTO www.bidnetdirect.com** **TO DOWNLOAD DOCUMENTS**

EL PASO COUNTY CONTRACTS & PROCUREMENT DIVISION WILL NOT BE HELD RESPONSIBLE

FOR MISINFORMATION RECEIVED FROM PRIVATE PLAN HOLDERS.

**It is the responsibility of all bidders to make sure that they have obtained all solicitation documents and addendums, and to include signed copies of each addendum signature page with their bid.**

BOARD OF COUNTY COMMISSIONERS

EL PASO COUNTY

 /s/ EILEEN GONZALES

CONTRACT MANAGER

**PUBLICATION DATES:**

**Fountain Valley News**

April 14, 2021

|  |  |  |
| --- | --- | --- |
| **IFB NO.: 21-062** |  |  **DUE DATE: April 28, 2021** |
|  |  |  |

EL PASO COUNTY

CONTRACTS AND PROCUREMENT DIVISION

**RESPONSE CHECKLIST**

**FOR**

**ADA ACCESSIBILITIY IMPROVEMENT AT FAIRGROUNDS NORTH PARKING LOT**

The Bidder’s attention is especially called to the items listed below, which must be submitted in full as part of the bid. Failure to submit any of the documents listed below as a part of your bid, or failure to acknowledge any addendum in writing with your bid, or submitting a bid on any condition, limitation, or provision not officially invited in this Invitation for Bids (IFB) may be cause for rejection of the bid.

The Bidder shall check each box indicating compliance.

**THIS CHECKLIST MUST BE SUBMITTED AS PART OF YOUR BID PACKAGE**

|  |  |
| --- | --- |
|  | Bid Form  |
|  | Response Checklist (included in this IFB package) |
|  | Addendum(s) acknowledged/signed (if applicable) |
|  | Bid Bond |
|  | Project Plan  |

|  |  |
| --- | --- |
| COMPANY | TELEPHONE NUMBER |
|  |  |
| STREET ADDRESS | FAX |
|  |  |
| CITY, STATE, ZIP | EMAIL |
|  |  |
| AUTHORIZED REPRESENTATIVE (PRINT) | TITLE |
|  |  |
| AUTHORIZED SIGNATURE | DATE |
|  |  |

|  |  |  |
| --- | --- | --- |
| **IFB NO.: 21-062** |  |  **DUE DATE: April 28, 2021** |

**GENERAL SPECIFICATIONS**

FOR

 **ADA ACCESSIBILITIY IMPROVEMENT AT FAIRGROUNDS NORTH PARKING LOT**

1. **OVERVIEW AND OBJECTIVE**

El Paso County is seeking written best-value bids from qualified, experienced contractors to provide ADA Accessibility Improvements at the El Paso County Fairgrounds North parking lot to meet the requirements identified herein and all attachments to this solicitation. El Paso County Fairgrounds North parking lot is located at 366 10th Street, Calhan, CO. 80808.

1. **SCOPE OF SERVICE**

Contractor shall provide all material, labor, and any professional services required for the following parking lot improvements.

1. **El PASO COUNTY FAIRGROUNDS NORTH PARKING LOT**
2. Apply new Dense-Grade compacted Hot-Asphalt Mix to existing hard road top base parking lot approximately 47,425SqFt. Paint and stripe new parking stalls and ADA access aisles with CDOT approved yellow caution oil base paint.
3. Add a 5FT X 22FT concrete walking pad approximately 110 SQFT from access aisle to existing sidewalk.
4. Ensure that all ADA parking area, walkways and access aisle, and path of travel and cross slopes are in accordance with Chapter 4: Accessible Routes of the 2010 ADA Standard.
5. Install ADA signpost at recommended height standards with approved Blue background with white lettering ADA Parking signs, and ADA Van Accessible parking signs, and ISA painted at the foot of each parking stall as outlined in drawings.
6. ADA Parking stalls to measure 9FT wide from center of painted parking stall striping.
7. Install 6’WX 9” D X 5”H 4000PSI Precast Concrete Parking Curb/Bumper to all ADA parking stalls only at 24 inches backset from front edge of the access aisle.
8. **CONTRACTOR RESPONSIBILITIES**
9. Contractor shall verify all estimated measurements upon contract award.
10. Contractor shall ensure lot is clean prior to applying markings in parking lot.
11. Contractor shall provide information of proof of eligibility to work in the United States within 3 working days upon Notice-to-Proceed.
12. Contractor shall provide minimum one (1) year total coverage labor and workmanship warranty. Contractor shall provide all warranty information and documentation relevant to this project and materials used at the conclusion of the project.
13. Contractor shall ensure that concrete and asphalt paving meet Pikes Peak regional concrete and asphalt specifications.
14. Contractor shall schedule and perform all work between the hours of 7:00am to 5:00pm, Monday-Friday, unless otherwise approved by the County’s Project Manager. Contractor shall coordinate work schedule with County’s Project Manager prior the commencement of work.
15. **Licenses & Permits:** Contractor shall have or obtain all necessary permits, licenses, certifications and insurance required before commencing the work. Contractor shall be responsible to pay all costs for permits, licenses, certifications, fees, inspections and insurance which may be required to perform the work required. All costs to apply and comply with the permits shall be included in the contract and shall not be paid for separately.
16. **Pre-Construction Conference:** Prior to work commencing on the Project, a Pre-Construction Conference shall be held. It is anticipated that the Notice to Proceed shall be issued by the Contracts & Procurement Division prior to the date of the Pre-Construction Conference.
17. **Legal Relations & Responsibility To The Public:** The Contractor shall keep fully informed of all Federal, State, and Local laws, ordinances, and regulations and all orders and decree of Bodies or tribunals having any jurisdiction or authority, which may in any manner affect those engaged or employed on the Work or which in any way affect the conduct of Work, or Contractor’s ability to perform the Work. Contractor shall at all times observe and comply with such laws, ordinances, regulations, orders and decrees; and shall protect and indemnify the County of El Paso and its representatives against any claim or liability arising from or based on the violations of any such law, ordinance, regulations, order, or decree, whether by itself or its employees.
18. **Character of Workers, Methods, & Equipment:** The Contractor shall at all times employ sufficient labor and equipment to properly and efficiently perform the Work per this solicitation. All workers shall have sufficient skill and experience to properly perform the Work assigned them. All equipment, which is proposed to be used on the Work, shall be of sufficient size and in such mechanical conditions as to meet the requirement of the Work. **Contractor shall be responsible for any necessary lifts and/or cranes**. If in the opinion of the El Paso County, employees and/or a certain type of equipment are not producing the Work required by the contract, the Contractor shall discontinue the use of said employees and/or equipment, when notified in writing.
19. **Safety:** The Contractor shall ascertain and ensure that its personnel are equipped with and use all safety devices required to comply with Federal, State, and Local regulations, including but not limited to, the Occupational Safety and Health Administration (OSHA). Project Management: The Contractor shall identify a project manager who shall work directly for and support the County Project Manager in the management and administration of the project. The identified project manager shall have demonstrated experience implementing a minimum of five (5) stream restoration projects utilizing similar methods as to the ones outlined in the design plans. The contractor shall also commit to having the identified project manager on-site for a minimum of three (3) working days per week. The Contractor’s project manager shall be responsive on a daily basis Monday through Friday throughout the project. The Contractor shall also identify an assistant project manager capable of filling in for the project manager in the event that the project manager is not available due to travel, illness, or other event that will be longer than one week in length. The County Project Manager shall be the primary point of contact for the County, however daily coordination and communications shall occur between the Contractor and the Project Inspector. Substitutions for the project manager shall not be allowed unless specified in writing by the County.
20. **Construction Work Area:** Contractor shall be responsible for supplying dumpsters; removal and disposal of all trash and waste; and cleanup of working area at the end of each workday. Contractor shall assure that work is not done, nor equipment parked, in areas outside the construction boundaries. The Contractor shall clean areas wherein the construction equipment was placed and shall leave these areas in a condition acceptable to the County.
21. **Retainage, Payments, Acceptance, and Final Payments:**

1. Partial payment shall be made no more frequently than once a month, for Work satisfactorily completed, and accepted by the County’s Project Manager, as the Work progresses. Said payments shall be based upon an invoice submitted by the Contractor, and if necessary, a written estimate prepared by the County’s Inspector of the value of Work performed and materials furnished and placed in accordance with the contract. The invoice shall reference the appropriate Purchase Order number, a detailed description of the Work performed including location(s), quantities, unit prices and extended prices. The County shall retain 5% of the amount estimated as payable, exclusive of mobilization and payments for materials on hand, to a maximum of 5% of the original contract amount, until successful completion and acceptance by the County of the entire contract Work. The County Project Manager shall approve and process payment requests. Then the balance less all previous payments shall be paid after appropriate Notice of Final Payment has been published by the County Contracts & Procurement Division.
2. Prior to acceptance by the County of the Project as fully completed, the Contractor shall clean areas wherein the construction equipment was parked; shall clear all the areas within the rights of way of all unnatural rubbish, excess materials; and shall leave these areas in a condition acceptable to the County.
3. Upon notice from the Contractor of presumptive completion of the entire contracted Work, the County shall make an inspection. If all the Work provided per the contract is found to have been satisfactorily completed, the County shall make final acceptance and shall notify the Contractor in writing of this acceptance. The Department of Public Works shall submit a Notice of Substantial Completion to the Contracts & Procurement Division, from which a Notice of Final Payment shall be published by Contracts & Procurement. Retainage cannot be released nor final payment made prior to the release date listed in the Notice of Final Payment.
4. Final payment shall be made after the Contractor has indicated in writing its acceptance of such final payment as full and complete, has released El Paso County from all claims arising from the prosecution of all Work under the contract, and after Notice of Final Payment has been published by the County Contracts & Procurement Division.
5. The County reserves the right to not approve payment wherein the service claimed on the invoice is not, in the County’s sole opinion, satisfactory or cannot be adequately verified by the County. If the County has to supply services and/or contract with another vendor for the services contracted hereunder, due to Contractor’s inability to perform as required, the cost shall be charged back to the Contractor.
6. The Contractor shall be responsible for invoicing the County. Invoices shall not reference more than one contract or purchase order. Invoices may not be submitted more frequently than once a month, and payment is Net 30 after receipt of invoice and ALL required backup documentation. ***The Contractor shall submit all listed information/documents/forms with their invoice***. The Contractor shall submit invoices which shall contain, at a minimum, the following detailed information:
7. Contract #
8. Issued Purchase Order #
9. Invoice #
10. Invoice date
11. Timeframe covered by Invoice
12. Type and amount of labor and materials used for Invoice time period
13. Dollar amount in unit price, extended price, and total value of Invoice
14. Invoice signed by Contractor
15. Subcontractor payment verification form
16. Updated master schedule (as applicable)
17. Progress photos

The County reserves the right to withhold / delay payment until all required information and paperwork are submitted.

1. Unacceptable and Unauthorized Work:
2. The Contractor shall be required to maintain rigid control of all materials which must comply with the specifications as stated. All materials not conforming to the requirements of the specifications at the time they are used shall be considered unacceptable.
3. Unacceptable work, whether the result of poor workmanship, use of unacceptable materials, or damage through carelessness or any other cause found to exist prior to the final acceptance of the Work, shall be removed immediately by Contractor and replaced in an acceptable manner, at no additional cost to the County.
4. Upon failure on the part of the Contractor to comply with any order of the County made under the provisions of this article, the County shall have authority to cause unacceptable work to be remedied or removed and replaced, and unauthorized work to be removed, and to deduct the costs from any monies due or to become due to the Contractor.
5. **BID PROCESS REQUIREMENTS**
6. **PRE-BID CONFERENCE**

A **Mandatory** **Pre-bid Meeting/Site Visit** shall be held at **10:00 AM (MT), Friday, April 16, 2021** at the El Paso County Fairgrounds parking lot located at 366 10th Street, Calhan, CO. 80808. When attending the Pre-bid meeting, please bring your business card. Only those firms attending this meeting shall be allowed to bid on this project. **All attendees must comply with COVID-19 social distancing requirements and wear a proper face mask.**

1. **INQUIRIES**

All questions regarding this Invitation for Bids (IFB) should be directed to Mark Means, Procurement Specialist, markmeans@elpasoco.com, Do not contact any other individual regarding this solicitation. **Final questions are due no later than 2:00 PM (MT), Monday, April 19, 2021 submitted in writing via EMAIL to** markmeans@elpasoco.com with a copy to Norma Ingalls at normaingalls@elpasoco.com

1. **IFB TIMETABLE**

*NOTE: THE DATES SHOWN IN ITALICS ARE APPROXIMATE, ARE NOT BINDING AND ARE SUBJECT TO CHANGE.*

|  |  |
| --- | --- |
| IFB NOTICE ADVERTISED | April 14, 2021  |
| PRE-BID CONFERENCE | 10:00 AM MT, April 16, 2021 |
| FINAL IFB QUESTIONS / APPROVED EQUALS DUE | 2:00 PM MT, April 19, 2021 |
| BID DUE DATE | 2:00 PM MT, April 28, 2021 |
| RECOMMENDATION OF AWARD TO BOCC | *Week of May 10th*  |

1. **REQUIRED BID DOCUMENTS**

The following information must be provided in the order listed below: Load Bid Form and all other documents can be in one file.

1. Bid Form: It is County’s intent to award a contract to one Contractor to complete all work stated herein. However, County reserves the right to delete one or requirements (by area) prior to the contract award based on the funding availability. Bidders are to use the Bid Form provided and quote the pricing as a lump sum bid with an Add Alternate.
2. Response Checklist (included in this IFB package).
3. Addendum(s) acknowledged/signed (if applicable).
4. Bid Bond: Each bid must be accompanied by a Bid Guarantee in the amount not less than five (5%) percent of the total bid price in the form of a bid surety bond issued by a company rated not lower than A- in Best’s Insurance Guide, latest edition, or have a Best’s Financial Rating of at least class X, cashier’s check, or certified check drawn on an acceptable bank and payable without qualification to El Paso County.
5. Project Plan: the following documents shall be in the order listed below:
	1. Work Plan and Schedule:Describe/show how the Bidder plans to schedule the Work by task, availability of materials, equipment & labor, etc. to maximize construction efficiency. Schedules shall include start date, key tasks, project milestones, phasing, completion date etc. and shall be as comprehensive as practicable. Project completion deadline date is **NO LATER THAN JUNE 30, 2021**. However, a project completion date/schedule shall be part of a best value evaluation criteria. The actual start date shall be based on the Notice to Proceed and approved schedule.
	2. Key personnel:The Contractor shall provide the name, contact information, and resume for the Project Manager
	3. Copies of General/Vehicle Liability Insurance and Worker’s Compensation Certificate
	4. Qualification Statement (included in this IFB package)
	5. Affidavit of Non-collusion (included in this IFB package)
	6. Any exception to the solicitation documents.
6. **BID SUBMISSION**

In effort to minimize unnecessary risk of exposure to the Coronavirus and comply with CDC guidelines for group gatherings, bids shall be submitted by EMAIL to markmeans@elpasoco.com with a copy tonormaingalls@elpasoco.com **by no later than 2:00 PM (MT), Wednesday April 28, 2021,** at which time they will be publicly opened (VIA TELECONFERENCE) and read aloud.

Bids shall be signed by an authorized representative of the bidder. Failure to submit the information requested may result in the El Paso County Contracts & Procurement Division requiring prompt submission of missing information and/or giving a lower evaluation of the bid. The Contracts & Procurement Division may reject bids which are substantially incomplete or lack key information.

IT IS THE BIDDERS RESPONSIBILITY TO VERIFY BY PHONE (IF ACKNOWLEDGEMENT OF RECEIPT OF BID IS NOT RECEIVED) COUNTY RECEIPT OF EMAILED BID. **The** **County is not responsible for any network and/or any other issues with receiving the bids on time. If bidders want to make sure the bid is received on time, Bid Form (not the entire package) can be faxed to 719-520-6730 between 1:15 PM-1:45 PM on the bid’s due date. Bidders are also encouraged to call 719-520-6402 to confirm the receipt of the bids. Late bids will not be accepted.**

1. **BID OPENING**

The Bid Opening for IFB No. 21-062 will take place VIA TELECONFERENCE utilizing the call-in information below. Bidders are not required to participate. No in person entry to our building will be permitted.

Participant-guest login:

Dial access number: 1-877-820-7831

Enter the participant-guest pass code: 514880#

1. **INSURANCE REQUIREMENTS**

For bid purposes, bidders must submit copies of certificates of insurance for general liability and automobile liability, as well as workers compensation (where applicable). Additional insurance requirements may be required elsewhere in this solicitation. The successful firm must provide original certificates prior to commencing services, at its own expense, ***naming El Paso as an additional insured***, on the liability insurance, with a thirty (30) day cancellation notice, and maintain such coverage for the duration of the contract.

1. **BEST VALUE BID EVALUATION CRITERIA**

Additional information may be requested from any bidder for clarification purposes. These requests may be made prior to, during or after the bid evaluation, but in no way will change the original submitted bid. Bids will be evaluated for **best-value** award based on the following criteria:

1. Price – The County prefers Type A Curb/Gutter Solution. Depending on pricing the County may choose Type B Curb/Gutter Solution.
2. Information from Project plan
3. Exceptions, Constraints and/or Conditional Terms.
4. **SINGLE BID RECEIVED**

If a single bid is received, the County shall require the single bidder to provide a complete cost breakdown and perform a cost analysis of the proposed price and negotiate profit separately. If the County determines that the price is not fair and reasonable and re-solicitation would likely be futile, negotiations may be entered into with the single bidder.

When negotiating profit, the County will consider ***all*** of the following:

1. The complexity of the work to be performed.
2. Contractor’s risk.
3. Contractor's investment (labor, oversight, etc.) including how much and what type of resources the contractor has to dedicate to performing the contract.
4. Subcontracting to include the complexity, the size, nature and oversight needs of the subcontracts the contractor will use.
5. Quality of the contractor's past performance.
6. Industry profit rates in the surrounding geographical areas for similar work.

If the bidder refuses to provide a breakdown of their costs, the County reserves the right to cancel the solicitation and resolicit bids.

1. **TERM OF CONTRACT**

The term of the contract will be from date of award through Project completion. A Bidder shall be disqualified and rejected by the County if the price in the bid was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other bidder, County employee, or any competitor.

The Bidder is prohibited from submitting multiple bids in a different form (i.e. as a prime contractor and as a sub-contractor to another prime contractor). Submittal of multiple bids in different form may result in the disqualification of all Bidders associated with a multiple bid. Should any such prohibited action stated above in this section be detected any time during the term of the contract, such action shall be considered a material breach and grounds for Contract termination.

Bids shall be signed by an authorized representative of the Bidder. Failure to submit all information requested may result in the El Paso County Contracts & Procurement Department requiring prompt submission of missing information. Bids which are substantially incomplete or lack key information may be rejected by the Contracts & Procurement Division.

Bidders must completely fill out the Forms included in this IFB but may attach additional pages if more space is needed. Bids shall be complete and signed by an authorized representative of the Bidder. Failure to submit all information requested may result in the El Paso County Contracts & Procurement Division requiring prompt submission of missing information. Bids which are substantially incomplete or lack key information may be rejected by the Contracts & Procurement Division.

1. **IFB ATTACHMENTS**
2. County Construction Contract
3. General Conditions to Construction Contract
4. General Instructions for Construction Bids
5. Final Design Drawings - County Fairgrounds
6. Appendix C – Insurance Checklist
7. COVID 19 Colorado Construction Guidance
8. BID FORM

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| --- |
| **EL PASO COUNTY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY BIDS BASED ON ABILITY TO MEET OR EXCEED THE MINIMUM SPECIFICATIONS, PRICE, QUALITY, DELIVERY, AVAILABILITY OF MATERIALS, QUALIFICATIONS, EXPERIENCE, REFERENCES, DISCOUNTS, MANPOWER, EQUIPMENT, INSURANCE, BONDS, SCHEDULING, OR CAPABILITY OF BIDDERS TO PERFORM THE REQUIREMENTS AND ACCEPT THE BID THAT IS DEEMED TO BE IN THE BEST INTEREST OF EL PASO COUNTY.** |

Any questions regarding the contents of this IFB should be directed to Mark Means, Procurement Specialist at 719-520-6489 or by email**:** markmeans@elpasoco.com

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| --- |
| *Mark Means* |
| **Mark Means,****Procurement Specialist** |

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| --- | --- | --- |
| **IFB NO.: 21-062** |  | **DUE DATE: April 28, 2021** |

**EL PASO COUNTY**

**CONTRACTS AND PROCUREMENT DIVISION**

**CONTRACTOR’S QUALIFICATION STATEMENT**

**FOR**

**ADA ACCESSIBILITY IMPROVEMENT AT FAIRGROUNDS NORTH PARKING LOT**

This statement will provide information which will enable the County to evaluate the qualifications of your firm and staff with regard to the requirements of this Invitation for Bids (IFB). **Please complete this form in its entirety and submit it along with the other required bid documents**. If there is not enough room on the form to answer the questions, attach additional pages as necessary. If additional information is provided on a separate sheet for any of these items, clearly specify where it can be located in your submittal package.

|  |  |
| --- | --- |
| **(PRINT or TYPE)** |  |
| FIRM NAME: |  |
| ADDRESS: |  |
| CITY STATE ZIP: |  |
| AUTHORIZED REPRESENTATIVE NAME: |  |
| AUTHORIZED REPRESENTATIVE TITLE: |  |
| **AUTHORIZED REPRESENTATIVE****SIGNATURE (sign here):** |  |
| PHONE: |  | FAX: |  | EMAIL: |  |
|  |  |
| **1. TYPE OF BUSINESS** | **2. TYPE OF LICENSE & LOCATION** |
| CORPORATION |  | INDIVIDUAL |  |  |  |
| PARTNERSHIP |  | JOINT VENTURE |  |  |  |
| OTHER: |  |  |  |
|  |
| **3. CONTRACTOR CLASSIFICATION** |
|  | GENERAL CONTRACTOR |  | ELECTRICAL CONTRACTOR |
|  | PLUMBING CONTRACTOR |  | HVAC CONTRACTOR |
|  | ROOFING CONTRACTOR |  | ASBESTOS REMOVAL |
|  | OTHER (PLEASE SPECIFY): |  |
|  |
| **4. NUMBER OF YEARS IN BUSINESS:** |  |
|  |
| **5. ON A SEPARATE SHEET PROVIDE A BRIEF HISTORY OF YOUR FIRM, STAFF SIZE AND EXPERIENCE.** |
| **SUBMIT A RESUME FOR THE PROJECT MANAGER AND EACH KEY PERSONNEL ASSIGNED TO THIS** |
| **PROJECT.** |
|  |
| **6. WHAT OTHER NAME(S) HAS YOUR COMPANY OPERATED UNDER:** |  |
|  |  |
|  |  |
|  |
| **7. HAVE YOU OR YOUR FIRM EVER FAILED TO COMPLETE ANY WORK AWARDED TO YOU?** |
|  | **YES** |  |  | **NO** |  |  | **IF “YES”, EXPLAIN:** |
|  |  |
|  |  |
|  |  |
|  |
| **8. HAS ANY OFFICER OR PARTNER OF YOUR ORGANIZATION EVER BEEN AN OFFICER OR PARTNER OF** |
|  | **ANOTHER ORGANIZATION THAT FAILED TO COMPLETE A CONSTRUCTION CONTRACT WITHIN THE** |
|  | **LAST FIVE (5) YEARS?** | **YES** |  |  | **NO** |  |  | **IF “YES”, EXPLAIN:** |
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| **9. HAS YOUR FIRM OR ANY PARTNERS OR OFFICERS EVER BEEN INVOLVED IN ANY** |
|  | **BANKRUPTCY ACTION? Yes**  |  |  **NO** |  |  **IF “YES”, EXPLAIN:** |
|  |  |
|  |  |
|  |  |
|  |
| **10. ARE YOU PRESENTLY INVOLVED IN ANY LITIGATION WITH AN OWNER OR OTHER** |
|  | **GOVERNMENT AGENCY?**  | **YES** |  | **NO** |  | **IF “YES”, EXPLAIN TYPE, KIND,**  |
|  | **PLAINTIFF, DEFENDANT, ETC., AND STATE THE CURRENT STATUS** (attach pages if necessary**):** |
|  |  |
|  |  |
|  |  |
|  |
| **11. BANK REFERENCE:** |  |
|  | **ADDRESS:** |  |
|  | **CONTACT:** |  | **PHONE:** |  |
|  |
| **12. LIST THREE (3) SIMILAR PROJECTS** (LOCAL OR STATE-WIDE) **FROM LAST FIVE (5) YEARS**. INCLUDE |
|  | LOCATION OF PROJECT; CONTACT NAME, ADDRESS, PHONE NUMBER; SIZE OF PROJECT (CONTRACT AMOUNT): |
|  | **NOTE: DETAILED INFORMATION ON THESE PROJECTS MAY ALSO BE REQUESTED IN THE IFB PACKAGE.** |
|  | **1.** |  |
|  |  |
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|  | **2.** |  |
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|  | **3.** |  |
|  |  |
|  |  |
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| **13. LIST CURRENT SIMILAR PROJECTS (LOCAL OR STATE-WIDE) UNDER CONTRACT-** |
|  | INCLUDE LOCATION OF PROJECT, CONTACT NAME, ADDRESS, TELEPHONE NUMBER, SIZE OF PROJECT (CONTRACT AMOUNT). **NOTE: DETAILED INFORMATION ON THESE PROJECTS MAY ALSO BE REQUESTED IN THE IFB PACKAGE.** |
|  | **1.** |  |
|  |  |
|  |  |
|  | **2.** |  |
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|  | **3.** |  |
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| --- | --- |
| **14.** | **LIST OF SUB-CONTRACTORS TO BE USED FOR THIS PROJECT:**(INCLUDE NAME, ADDRESS, TELEPHONE NUMBER, TYPE OF WORK) |
|  | **1.** |  |
|  |  |
|  | **2.** |  |
|  |  |  |
|  | **3.** |  |
|  |  |
|  | **4.** |  |
|  |  |
|  | **5.** |  |
|  |
| **15. LIST OF MATERIAL SUPPLIERS TO BE USED FOR THIS PROJECT:** (INCLUDE NAME, ADDRESS, TELEPHONE NUMBER, TYPE OF MATERIAL) |
|  | **1.** |  |
|  |  |
|  | **2.** |  |
|  |  |
|  | **3.** |  |
|  |  |  |
|  | **4.** |  |
|  |  |
|  | **5.** |  |
|  |  |
|  |
| **16. BONDING COMPANY AND AGENT:** |
|  | NAME: |  |
|  | PHONE: |  |
|  | (A) CURRENT BONDING RATE: |  |
|  | (B) LARGEST INDIVIDUAL PROJECT BOND TO DATE: |  |
|  |
| **17. SURETY** (insurance**) REFERENCE FOR LAST FIVE (5) YEARS:** |  |
|  |  |
|  |
| **IF ADDITIONAL INFORMATION IS PROVIDED ON A SEPARATE SHEET FOR ANY OF THESE ITEMS, CLEARLY SPECIFY WHERE IT CAN BE LOCATED IN YOUR BID PACKAGE.** |
| **The Signatory of this questionnaire guarantees the truth and accuracy of all statements herein.** |
| 1. I/We have cash and other liquid assets available for this project, independent of all other undertakings, in the amount of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. |
|  |
| 2. Following is a list of all work I/We have under contract at the present time: |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Location** | **Character** | **Total $** | **%** | **Date Of** |
| **Of Work** | **Of Work** | **Amount** | **Complete** | **Completion** |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |
| 3. The proposed work has been inspected by the BIDDER’s representative, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as follows:  |
|  |  |
|  |   |
|  |  |

|  |  |
| --- | --- |
| 4. | If awarded the Contract, I/We propose to carry out the work according to the following plan (attach pages if necessary): |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
| 5. | I/We own and have available for the work the following equipment (attach additional pages if needed): |
| **EQUIPMENT:** (fully describe: size,  condition, years of service, etc.) | **LOCATED AT:** | **DATE AVAILABLE:** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
| 6. | I/We expect to purchase the following equipment, which will reduce the available quick assets indicated in Paragraph 1 of this form by $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_: |
|  |  |
|  |  |
|  |  |
|  |
| 7. | I/We expect to rent the following equipment: |
|  |  |
|  |  |
|  |  |
|  |
| 8. | I/We expect to sublet the following items: (If the total amount of items is more than 20% of the entire contract, the name of the sub-contractor\* must be given.) |
|  |  |
|  |  |
|  |  |
|  |  |
|  | \*The proposed sub-contractor must add his statement that his name has been used with his knowledge and consent, and add his proper signature to such statement. |

EL PASO COUNTY

CONTRACTS & PROCUREMENT DIVISION

**NON-COLLUSION AFFIDAVIT**

**For**

**ADA ACCESSIBILITY IMPROVEMENT AT FAIRGROUNDS NORTH PARKING LOT**

|  |  |  |
| --- | --- | --- |
| **STATE OF** |  | **)** |
|  |  | **) SS** |
| **COUNTY OF** |  | **)** |

**A. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, being first duly sworn, deposes and says that:**

1. Representative is the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Owner, partner, officer, representative or agent) of (name of firm) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ who is submitting the attached bid.
2. Representative is fully informed respecting the preparation and contents of the bid and of all pertinent circumstance respecting such bid;
3. Such information provided as a response to **IFB NO.:** **21-062** is genuine and not collusive.
4. No representative(s) or any of the officer(s), partner(s), owner(s), agent(s), employee(s) or party(s) in interest, including this affidavit, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other company, firm or person replying to this IFB to submit information that is collusive or a sham in connection with such contract or has any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other company, firm or person to fix any overhead, profit or cost element of the submitted proposed price or the proposed price of any other company/firm submitting a bid, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against El Paso County or any person interested in the proposed contract; and
5. The price(s) quoted in the attached bid is fair and proper and not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the company or firm submitting a bid or any of its agent(s), owner(s), representative(s), employee(s), or party(s) in interest, including this affidavit.
6. Signed:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**B. Subscribed and sworn to before me this \_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2021.**

|  |  |
| --- | --- |
|  |  |
|  | (NOTARY PUBLIC) |
|  |  |
|  |  |
| My Commission Expires: |  |

**EL PASO COUNTY**

**CONTRACTS AND PROCUREMENT DIVISION**

**DECLARATION FORM**

**FOR**

**ADA ACCESSIBILITY IMPROVEMENT AT FAIRGROUNDS NORTH PARKING LOT**

TO: EL PASO COUNTY

 COLORADO SPRINGS, CO

I have examined the specifications for the proposed work.

I understand and accept the proposition that the estimate of quantities is approximate only, that the quantities are subject to either be increased or decreased and therefore propose to perform any increase and/or decrease in quantities at the unit price named in the bid schedule.

I agree that the Invitation for Bid, Instructions to Bidders, the General Specifications, any Addendums, Non-Collusion Affidavit, Bid Form and this Declaration Form shall be part of the Contract.

If my bid is accepted, I will furnish a Performance Bond and labor and material Payment Bond in a form acceptable to the Procurement Director, in a sum equal to 100% of the contract price, with surety listed on the Federal Treasurer’s list, to guarantee the completion of the work and also to guarantee that all labor and material used in this work, or incidental to the completion of this work, shall be fully paid for.

I hereby propose to furnish all labor, equipment, materials and supplies and to sustain all the expenses incurred in doing the work hereinafter described and in accordance with the Plans and bid Specifications and under the direction and instructions of the County PM or his authorized assistant, for the prices shown in the bid schedule.

I agree to protect all of my employees on this contract by enforcing adequate safety practices and providing Workman’s Compensation insurance.

I agree that any extra work and/or materials which the County PM may order in writing is to be paid for either at a unit price and extended price as agreed upon prior to the work. Force account bills will be checked and signed at the end of each day by the PM or his designated representative and the Contractor’s Representative provided that nothing for which a bid price is provided in this bid schedule is to be classed as extra work.

I hereby agree to execute a Contract and provide Bonds as required within ten (10) days, or such further time as may be allowed in writing by the Procurement Director, after receiving the Notification of Award based on this bid. If I do not respond within the designated time frame, the Board of County Commissioners may proceed to award the contract to another, to re-advertise the work for bids or proceed in any lawful manner deemed advisable. The Bid Bond accompanying my bid shall become forfeited to the County of El Paso as liquidated damages.

I hereby agree to conform to the specifications, which indicate procedures of commencing and completing the work or to bid by any changes thereof as may be designated in writing by the County PM and mutually agreed to.

It is agreed that in case the Contract is awarded another, the Bid Bond, unless forfeited as stated above, will be returned to my firm designated below.

|  |  |
| --- | --- |
| **RESPECTFULLY SUBMITTED:** |  |
| **AUTHORIZED SIGNATURE:** |  |
| **COMPANY NAME:** |  |
| **ADDRESS:** |  |
| **CITY/STATE/ZIP:** |  |
| **DATE:** |  |
| **PHONE:** |  |
|  |  |
| **ATTEST:** |  |
|  |  |

This bid must be signed in ink by a signing officer for the company. When a corporation is the bidder, the person signing shall state under the laws of what state the corporation was chartered and the name and title of the officer having authority under the by-laws to sign contracts. The bid shall also bear the seal of the corporation attested by its secretary. Anyone signing the bid as agent must file with its legal evidence of their authority to do so.

**EL PASO COUNTY**

**CONTRACTS & PROCUREMENT DIVISION**

**STATEMENT OF ANTICIPATED SUBCONTRACTORS**

**FOR**

**ADA ACCESSIBILITY IMPROVEMENT AT FAIRGROUNDS NORTH PARKING LOT**

|  |  |  |
| --- | --- | --- |
| 1. | SUBCONTRACTOR’S NAME: |  |
|  | ADDRESS: |  |
|  | CONTACT NAME: |  | PHONE: |  |
|  | DESCRIPTION OF WORK: |  |
|  | ANTICIPATED SUBCONTRACTED AMOUNT $ |  |
|  |
| 2. | SUBCONTRACTOR’S NAME |  |
|  | ADDRESS: |  |
|  | CONTACT NAME: |  | PHONE: |  |
|  | DESCRIPTION OF WORK: |  |
|  | ANTICIPATED SUBCONTRACTED AMOUNT $ |  |
|  |
| 3. | SUBCONTRACTOR’S NAME: |  |
|  | ADDRESS: |  |
|  | CONTACT NAME: |  | PHONE: |  |
|  | DESCRIPTION OF WORK: |  |
|  | ANTICIPATED SUBCONTRACTED AMOUNT $ |  |
|  |
|  | IF ADDITIONAL SUBCONTRACTORS ARE ANTICIPATED, LIST ON A SEPARATE PAPER AND ATTACH TO THIS DOCUMENT.UPON REVIEW OF SUBCONTRACTOR LIST, EL PASO COUNTY RETAINS THE RIGHT TO APPROVE OR DISAPPROVE ANY SUBCONTRACTOR ON THIS LIST.NOTE: SUBCONTRACTORS SHALL ABIDE BY THE SAME GENERAL CONDITIONS AND CONTRACT TERMS AS CONTRACTOR. |
|   |
| CONTRACTOR NAME |
|  |
|  |  |  |
| AUTHORIZED REPRESENTATIVE (PRINT) |  | TITLE |
|  |
|  |  |  |