**INVITATION FOR BIDS**

**IFB NO. 20-112**

Best-value bids for the **Paint Mines Interpretive Park Restoration Project** for the El Paso County Community Services Department, Parks Division will be received by the El Paso County Contracts & Procurement Division**,** 15 E. Vermijo Avenue,Colorado Springs, CO 80903**,** via EMAIL ONLY to davidcarey@elpasoco.com **by no later than 2:00 PM (MT), Monday, August 24, 2020,** with a copy tonormaingalls@elpasoco.com , at which time they will be publicly opened (VIA TELECONFERENCE) and read aloud.

This project is being funded by the CARES Act.

A **VOLUNTARY** **PRE-BID SITE VISIT** will be held on **Thursday, August 13, 2020 at 10:00 AM (MT)** at Paint Mines Interpretive Park: 29950 Paint Mine Road, Calhan, CO 80808. While this meeting is not mandatory, it is strongly recommended that interested firms attend to have questions answered. When attending the pre-bid meeting, please bring your business card. **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. The successful Contractor will be required to furnish 100% Performance and Payment Bonds.

Any questions regarding this bid should be directed to David Carey, CPPB, Procurement Specialist, email davidcarey@elpasoco.com or 719-520-7120. Do not contact any other individual regarding this IFB. **Final questions are due no later than 2:00 PM (MT), Monday, August 17, 2020**, **in writing by email.**

All interested firms are invited to submit a bid in accordance with the terms and conditions stated in this Invitation for Bids.

**PLEASE USE THE ROCKY MOUNTAIN E-PROCUREMENT WEBSITE &** **LOG ONTO** [**www.rockymountainbidsystem.com**](http://www.rockymountainbidsystem.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

**PUBLICATION DATES:** EL PASO COUNTY

**Fountain Valley News:** /s/ EILEEN GONZALES

**August 5, 2020** CONTRACTS MANAGER

**August 12, 2020**

|  |  |  |
| --- | --- | --- |
| **IFB NO. 20-112**  |  |  **DUE DATE: AUGUST 24, 2020** |
|  |  |  |

**EL PASO COUNTY**

**CONTRACTS AND PROCUREMENT DIVISION**

#### RESPONSE CHECKLIST

**FOR**

**PAINT MINES INTERPRETIVE PARK RESTORATION**

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**

|  |  |
| --- | --- |
|  | Response Checklist |
|  | Addendum(s) Acknowledgement (if applicable) |
|  | Bid Bond (5%) |
|  | Bid Form |
|  | Work Plan and Schedule |
|  | Qualification Statement |
|  | Non-Collusion Affidavit |
|  | Declaration Form |
|  | Statement of Anticipated Subcontractors |
|  | Copies of General/Vehicle Liability Insurance and Worker’s Compensation Certificates |
|  | Exceptions to Contract Terms and Conditions (if applicable) |

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

**IFB NO. 20-112 DUE DATE: AUGUST 24, 2020**

**EL PASO COUNTY**

**CONTRACTS AND PROCUREMENT DIVISION**

**GENERAL SPECIFICATIONS**

**FOR**

**PAINT MINES INTERPRETIVE PARK RESTORATION**

1. **GENERAL INFORMATION**
2. **BACKGROUND / INTRODUCTION**

El Paso County, Colorado is seeking written best-value bids from qualified, licensed, and experienced contractors to provide all labor, materials, and equipment necessary for Paint Mines Restoration(Project). The Project generally includes the resurfacing of 8-foot wide crushed limestone trail with shoulders, installation of drainage culverts, construction of associated trail drainage structures, and a new parking area within Paint Mines Interpretive Park. Completed work must meet the scope of work, attached specifications, and construction details.

The Paint Mines Interpretive Park is in the northeast section of the County near Calhan with approximately 750 acres. The address is located at 29950 Paint Mines Road, Calhan, CO 80808.The park features geological formations including spires and hoodoos that form through erosive action that creates incised gullies and colorful exposed layers of rock. The park includes a restroom facility, four (4) miles of trails, interpretive signage, and three (3) parking areas.

The CARES (Coronavirus Aid, Relief, and Economic Security) Act established the Coronavirus Relief Fund and appropriated funding to the fund for State and Local Government Relief. The County received a direct allocation of federal funds from the CARES Act Relief Fund in order to cover necessary expenditures incurred due to the public health emergency with respect to the Coronavirus (COVID-19). Under the CARES Act, the federal funds may only be used to cover costs that are necessary economic recovery expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); and were incurred no earlier than March 1, 2020.

The general information and specifications provided herein is intended only to give an overview of the nature, complexity and type of construction included in this project. The estimated quantities, trail cross sections, and site maps provide the detailed requirements for construction.

Construction Management (CM) services and materials testing for quality assurance will be provided by El Paso County or a separate vendor.

1. **OBJECTIVE**

This restoration project is required to allow the County to restore the site from damage sustained from high usage, vandalism and overcrowding of trails and parking lots during the COVID-19 pandemic and help protect from future damage.

1. **IFB TIMETABLE**

|  |  |
| --- | --- |
| IFB NOTICE ADVERTISED | August 5 & 12, 2020  |
| PRE-BID MEETING (VOLUNTARY) | 10:00 AM (MT), Thursday, August 13, 2020 |
| FINAL IFB QUESTIONS DUE | 2:00 PM (MT), Monday, August 17, 2020 |
| **BID DUE DATE** | **2:00 PM (MT), Monday, August 24, 2020** |
| *BID REVIEW* | *Week of August 24, 2020* |
| *RECOMMENDATION OF AWARD TO BOCC* | *Week of September 7th, 2020* |
| *NOTICE TO PROCEED* | *Week of September 14th, 2020* |

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

1. **COMMENCEMENT AND COMPLETION OF WORK**

**Time is of the essence.** Work shall only begin upon issue of Notice to Proceed by the El Paso County Contracts & Procurement Division and as directed by the County Project Manager. The entire Scope of Services **must** be completed and invoiced by the selected contractor on or before the 1st of December 2020.

1. **PERMITS**

The following permits are required for the Project and shall be obtained by the Contractor:

* Construction Activity Permit (El Paso County Health Department)
1. **TECHNICAL REQUIREMENTS**

Construction signage shall follow the federal “MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES”, latest edition (MUTCD).

The El Paso County Engineering Criteria Manual can be downloaded from:

https://publicworks.elpasoco.com/policies-manuals/

1. **SCOPE OF WORK**
2. **Tier I (8 ft wide) Trail Resurfacing:** Resurface 14,600 LF of existing trail which includes placement and compaction of 4” crushed limestone surfacing over existing base course.
3. **Tier I (8 ft wide) New Trail Construction:**  Construct 1,500 LF of new trail which includes placement and compaction of 4” crushed limestone over 2” road base.
4. **Trail Culverts:** Installation of twelve (12) CMP culverts, 15’ long each along the existing trail. Excavation and placement of pipe; installation of geotextile, riprap, and soil.

**4. Expanded Parking Area:** The main parking area of the park will be expanded to the east which will allow for twenty (20) additional vehicles. The parking area will require grading, 6” of class 6 aggregate, and boulders as an edge barrier.

**5. Signage:** Three (3) existing signs at the east parking area will be removed. Existing five (5) mile marker signs will be removed. Twenty-two (22) new wayfinding signs and posts will be installed. Ten (10) new route markers will be installed.

**6. Trail Decommissioning:** Scarify, seed, and erosion control blanket 1,200 LF of trail. Install 1,600 LF of post & dowel fencing

**7. Erosion Control:** Ditches will be graded in strategic locations along the existing trail to mitigate drainage and to prevent future erosion of the trail.

**NOTE:** Contractor shall stake/flag culvert locations in the field for County review prior to construction. Estimated project quantities are provided in the bid form. Should the Contractor determine additional quantities are needed; Contractor shall notify Project Manager and receive approval in writing or via formal change order, if applicable, prior to ordering and placing additional material. **Contractor will be paid up to plan quantities** based on measurements and/or truck haul tickets, unless overruns are preapproved. Contractor shall provide truck haul tickets on a daily basis.

1. **SPECIAL PROVISIONS**
2. **Noxious Weed Mediation:** Contractor shall ensure that all equipment moved onto the Project is free of soil, seeds, vegetative matter, or other debris that could contain or hold noxious weed seed. The Project Engineer may inspect all equipment prior to it being placed into service and may reject equipment that does not meet this specification.
3. **Clearing and Earthwork:** Contractor shall perform all necessary clearing, scraping, grading, and grubbing of vegetation along staked trail alignments prior to installation of aggregate base course. The Contractor shall excavate native ground to a 2” depth average. Excavated soil may be incorporated into native ground along trail shoulders. No soil or excavated materials shall be incorporated into the aggregate base course or crushed limestone surfacing. Contractor may mow vegetation along staked trail alignment prior to earthwork activities.
4. **Aggregate Base Course:** Contractor shall place aggregate base course as stated in descriptions and site maps. Material bid items will include any necessary work, such as: preparation, placement, rolling and compacting. Trail work to be done per County standards, see trail cross section details. Aggregate base course shall meet Class 6 standards for trail base course placement.

For all trail sections, only where necessary, Contractor shall grade existing material to cover tree roots with reasonable transitions to cover the hazards. No tree roots shall be removed, except as pre-approved by the County. The presence of rutting and roots are expected to be minimal. After grading work, Contractor will then place the full 6” depth trail sections (4” crushed limestone over 2” base course) and compact.

A conversion ratio of 1.77 tons/CY for Class 6 aggregate base course will be used on this project. This ratio was determined by Proctor tests performed by the County on similar material from other projects and assumes 95% compaction. Contractor may perform Proctor tests at their expense to revise the ratio for the County’s consideration. County may also perform a Proctor test to revise the ratio. Contractor is expected to place materials and quantities as stated in the specifications, estimated quantities sheet, and site maps. County will verify with measurements and truck tickets and pay up to quantities listed on the estimated quantities sheet and bid form.

1. **Crushed Limestone Surfacing:** This item consists of supplying, placing and compacting crushed limestone surfacing on the existing base material and/or newly placed base course trail platform as described in project specifications, or as directed by the Engineer. This material is sometimes labeled as “crushed limestone”, “Colorado white fines”, or “breeze”.

A conversion ratio of 1.75 tons/CY for limestone surfacing material will be used on this project. This ratio was determined by Proctor tests performed by the County on similar material from other projects and assumes 95% compaction. Contractor may perform Proctor tests at their expense to revise the ratio for the County’s consideration. County may also perform a Proctor test and revise the ratio. Contractor is expected to place materials and quantities as stated in the specifications, estimated quantities sheet, and site maps. County will verify with measurements and truck tickets and pay up to quantities listed on the estimated quantities sheet and bid form.

Crushed limestone surfacing shall consist of 3/8” minus crushed limestone to a compacted depth of 4” and meeting the following grading requirements:

|  |
| --- |
| Sieve Size % Passing |
| Particle Size | % Passing |
| 3/8" | 100% |
| #4 | 70 - 100% |
| #8 | 45 - 70% |
| #16 | 30 - 55% |
| #30 | 20 - 45% |
| #200 | 7 - 15% |

The rock must be crushed into irregular and angular particles to allow interlocking into a tight matrix. The crushed rock must have adequate fines and some natural binders in order to cement the particles together after the fines are moistened, compacted, and allowed to dry. The fines, when laid to a depth of 4 inches, should bind to each other in a consolidated slab which is porous yet resistant to water falling on the surface. If the gradation of crusher fines does not meet the 7% passing the #200, clay fines may be added and mixed with the aggregate.

Crushed limestone surfacing shall be “dense grade” limestone. The material shall be uniform in quality and substantially free from extraneous material.

Limestone shall be placed with a method that provides a finished surface of evenly mixed material free from large pockets of separated rock.

Crushed limestone material shall be within +/- 2% of the optimum moisture content at time of compaction.

Crushed limestone shall be compacted by mechanical methods to 95% of Standard Proctor maximum dry density (per ASTM D698 or AASHTO T-99).

1. **Trail Culvert Installation:** The County will provide fourteen (12) CMP culverts of various sizes for this project. Bands shall be provided by the Contractor. The Contractor shall install culverts and necessary flared end sections at the locations staked by the contractor and verified by El Paso County Project Engineer/Project Manager in the field.

All tasks to perform the earthwork for culvert pipe placement shall not be paid for separately, but to be included in the cost of the culvert, and shall include, but is not limited to: excavation of soil, placement of safe storage of soil on site, pipe bedding preparation, banding of pipes, end sections to pipe, grading into and out of culverts to allow water to flow, and placing stored material and compacting around new pipe. This item shall be considered “complete-in-place”.

If it is determined and agreed upon between the EPC PM and the Contractor that significant grading is required for positive flow into and/or away from the culvert(s), compensation for the work may be considered and would be paid for with the Clearing and Earthwork line item.

Riprap over geotextile shall be installed at both ends of the culverts per CDOT M Standard M-601-12.

1. **Erosion Control and Stormwater Management:** Contractor is responsible for the Erosion Control and Stormwater Management for this project. Prior to construction, the Contractor shall implement initial and/or temporary erosion control measures to minimize impacts to the work due to storm water and/or non-storm water flows. During construction, if additional erosion control measures and/or Best Management Practices (BMPs) are required, the Contractor shall implement the additional measures and/or BMPs.

Prior to construction, the Contractor shall evaluate the project site for water draining on to or through it. If such drainage is identified, Best Management Practices (BMPs) shall be used to prevent/reduce storm water from running on-site and becoming contaminated with sediment or other pollutants.

Contractor shall evaluate any non-storm water coming onto the site, such as springs, seeps, and landscape irrigation return flow. If such flow is identified, BMPs shall be used to protect off-site water from running on-site and becoming contaminated with sediment or other pollutants.

Contractor shall review existing inlets and culverts to determine if inlet protection is needed due to water flow patterns. Prior to construction commencing, inlets and culverts needing protection shall be protected and the location of the implemented BMP.

All erosion control items are subject to the requirements of section 208 of the CDOT specifications. The Contractor shall seed all disturbed areas, including along trail edges and graded swales, and rake seed into soil. Contractor shall use the Foothills Native seed mix or provide a seed mix to the Engineer for approval prior to placement of the seed. The seed mix application rate is 50 pounds per acre for all disturbed areas.

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|

|  |
| --- |
| Pawnee Buttes Seed Foothills Native Mix 50 lbs/ac. |
| 5% | Indian Ricegrass |
| 5% | Little Bluestem |
| 10% | Blue Grama |
| 10% | Switchgrass |
| 10% | Sideoats Grama |
| 10% | Big Bluestem |
| 10% | Sandberg Bluegrass |
| 5% | Green Needlegrass |
| 10% | Western Wheatgrass |
| 10% | Slender Wheatgrass |
| 10% | Mountain Brome |
| 5% | Prairie Junegrass |

 |
| 5% | Indian Ricegrass |
| 5% | Little Bluestem |
|  5% | Blue Grama |
| 10% | Yellow Indiangrass |
| 10% | Switchgrass |
| 5% | Sideoats Grama |
| 5% | Bearded Wheatgrass |
| 10% | Big Bluestem |
| 10% | Big Bluegrass |
| 10% | Slender Wheatgrass |
| 10% | Western Wheatgrass |
| 5% | Sand Dropseed |

BMPs shall be placed by the Contractor, as necessary, to protect the construction site and stockpiles. Specific seeding is required and paid to plan quantities, which includes shoulders and graded areas for the culverts. Should additional seeding be needed for reclaiming access routes, and general construction areas, the seeding will be incidental to the project, and not paid for separately.

Soil retention blankets maybe used to help soil stabilization throughout the project.

The erosion logs, aggregate bags, seeding and soil retention blanket line items were estimated for bidding purposes only and will be paid by actual quantities directed or approved by the County, installed and accepted.

1. **Trail Decommissioning:** Trails shall be decommissioned using a combination of scarifying the surface, seeding native grasses as specified, and covering with coconut erosion control blanket. Erosion control blanket shall be photo-degradable type.
2. **CONTRACTOR RESPONSIBILITIES**
3. **Licenses & Permits:** The Contractor must have or obtain all necessary licenses and permits required before commencing the Work.
4. **Pre-Construction Conference:** Prior to work commencing on the Project, a Pre-Construction Conference will be held at Paint Mines Interpretive Park: 29950 Paint Mine Road, Calhan, CO 80808. 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.
5. **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 their representatives, to include employees, agents, consultants, and subcontractors of each, 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.
6. **Labor:** The Contractor shall conform to all the provisions of the Federal, State, and Local laws and regulations relating to labor.
7. **Construction Requirements:** After Work has started under a contract award, the Contractor shall maintain a sufficient work force, machinery, and materials, on site at all times to ensure a smooth progression of Work and a timely completion of the Project within the allotted time. Contractor shall be required to maintain rigid control of all materials, which must comply with the specifications as stated. Contractor shall assure that Work is not done, nor equipment parked, in areas outside the construction boundaries.
8. **Surveying:** All surveying and staking for the project will be provided by the Contractor. Drawings are not anticipated for this project. Approximate location of trail alignment has been identified on site. It is the Contractor’s responsibility to verify and stake out the trail’s final alignment.
9. **Character of Workers, Methods, & Equipment:** The Contractor shall, at all times, employ sufficient labor and equipment to properly perform the Work per this solicitation. All workers shall have necessary skill and experience to properly perform the Work assigned them. All equipment, which is proposed to be used on the Work, shall be of appropriate size and in such mechanical conditions as to meet the requirement of the Work. If in the opinion of the El Paso County Engineer, 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.
10. **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).
11. **Load Restrictions & Truck Routes:** Haul routes must be planned, prior to bidding, observing load limits on bridges or roadways, existing roadway conditions, and Federal, State, and Local governmental regulations regarding truck traffic and truck routes. The Contractor shall comply with all legal load restrictions in hauling of materials on public roads.
12. **Inspections:** Quality control (QC), including but not limited to, materials testing is the Contractor’s responsibility. El Paso County may require random testing perform by contractor for materials compliance and/or compaction.
13. **Utilities:** Impacts to utilities is not anticipated, however, the Contractor shall coordinate all utility removals, resets, adjustments, or other work as necessary to construct the Project and maintain utility service with each affected utility company. The Work will require full cooperation between the Contractor and the utility companies.
14. **Traffic Control:** Paint Mine Road shall be open to traffic at all times during construction period. Complete directional shutdown of traffic flow will not be allowed for any duration. The Contractor shall provide traffic control on all roadways within and surrounding the Project area in accordance with an approved Method of Handling Traffic (MHT) for each phase of construction that requires a different setup.
15. **Project Management:** The Contractor shall identify a project manager who will work directly for and support the County Project Manager in the management and administration of the project. The Contractor’s project manager shall be available and responsive daily, Monday through Friday throughout the project. The Contractor shall also identify an assistant project manager capable of filling in for the project manager if 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 will be the primary point of contact for the County, however daily coordination and communications shall occur between the Contractor and the Project Inspector.
16. **UNACCEPTABLE AND UNAUTHORIZED WORK**

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.

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.

Upon failure on the part of the Contractor to comply with any order of the County Engineer made under the provisions of this article, the County Engineer will 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.

1. **EMERGENCY CANCELLATION OF CONTRACT / AGREEMENT**

In the event a national emergency crisis exists or arises, creating a shortage of materials, labor, and equipment, and such crisis will probably continue for an unreasonable length of time resulting in the Contractor’s inability to continue with construction, the County may cancel, without default, such contract wholly or in part, with appropriate written notice. In the event of an emergency arising in El Paso County, to such an extent that budgeted monies will have to be used for other more pressing purposes, the County may cancel the contract, per the provisions of the contract, without defaulting on the contract. Such Notice of Cancellation shall be processed through the County Procurement & Contracts Department.

The Contractor will be paid for amount of Work completed and materials used under the contract to the date of cancellation of said contract, for all Work deemed acceptable to the County. The Contractor will also be paid for materials obtained for the Project but not incorporated in the Work performed, said materials becoming the property of El Paso County, with the Contractor executing and delivering titles for said materials to the County representative. Settlement for the Work performed shall not relieve the Contractor or its surety from responsibility for defective work and/or materials on the completed portion of the Work.

1. **RETAINAGE, PAYMENTS, ACCEPTANCE, AND FINAL PAYMENT**

Partial payment will be made no more frequently than once a month, for Work satisfactorily completed, and accepted by the County Engineer, as the Work progresses. Said payments will 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 contracted Work. The County Project Manager will 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.

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 will leave these areas in a condition acceptable to the County.

Upon notice from the Contractor of presumptive completion of the entire contracted Work, an inspection will be performed by the County Project Manager. If all Work provided per the contract is found to have been satisfactorily completed, the County Engineer will make final acceptance and shall notify the Contractor in writing of this acceptance. The Department of Public Works will submit a Notice of Substantial Completion to the Contracts & Procurement Division, from which a Notice of Final Payment will 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.

Final payment will 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.

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 will be charged back to the Contractor.

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 required forms with their invoice; the County will not approve invoices without the forms.*** The Contractor shall submit invoices which shall contain, at a minimum, the following detailed information:

* Contract #
* Issued Purchase Order #
* Invoice #
* Pay Request #
* Invoice date
* Timeframe covered by Invoice
* Type and amount of labor and materials used for Invoice time period
* Dollar amount in unit price, extended price, and total value of Invoice
* Invoice signed by Contractor
* Subcontractor payment verification form to be attached
* Updated master schedule (as applicable)
1. **BID PROCESS REQUIREMENTS**
2. **PRE-BID MEETING**

A **Voluntary** Pre-Bid Meeting/Site Visitwill be held on **Thursday, August 13, 2020 at 10:00 AM (MT)** at Paint Mines Interpretive Park: 29950 Paint Mine Road, Calhan, CO 80808. While this meeting is not mandatory, it is strongly recommended that interested firms attend to have questions answered. When attending the pre-bid meeting, please bring your business card. **All attendees must comply with COVID-19 social distancing requirements and wear a proper face mask.**

1. **INQUIRIES**

All questions shall be submitted in writing via email by **2:00 PM (MT), Monday, August 17, 2020** to David Carey, CPPB, Procurement Specialist, Contracts & Procurement Division, email: DavidCarey@elpasoco.com or 719-520-7120. Do not contact any other individual regarding this solicitation.

As appropriate, questions submitted in writing shall be answered and published in an addendum(s) on [www.bidnetdirect.com](http://www.bidnetdirect.com). Bidders finding fault in the specifications contained in this IFB should notify the Procurement Specialist named above by the final questions due date and time listed above. The individual listed above is the only representative of the County with authority to provide any information, clarification, or interpretation regarding the plans, specifications, and any other contract documents or requirements.

1. **BID REQUIREMENTS**
2. **Bidder Requirements:** The Bidder agrees that they will provide the materials and/or perform the Work herein under the terms and conditions set forth in the awarded Contract and/or Purchase Order; and shall furnish and be responsible for all the labor, materials, tools, equipment, transportation, insurance, notifications, permits, and all other services and facilities necessary, including all incidental work and appurtenances as may be reasonably implied and as described in the specifications and other contract documents. All costs incidental to these requirements will not be paid for separately, but shall be included in the Work, including any testing required to approve an alternate source of backfill. The Contractor shall be responsible to pay all costs for permits, licenses, fees, and insurance which may be required to perform the Work required, unless stated otherwise herein. Surcharges are not allowed.
3. **Bid Review:** It is recommended that bidders on this Project review the Work site and Plan details. The Bidder certifies that it has examined the location of the proposed Work and is familiar with the drawings and the specifications and all contract documents related thereto, and the local conditions at the place where the Work is to be done. The Bidder has carefully checked all the quantities and understands that the County will not be responsible for any errors or omissions on the part of the Bidder in making this bid.
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. **References:** Bidders must provide customer references on or with the Qualification Statement Form included in this IFB. These forms shall serve the purpose of determining whether or not a bidder is responsive, responsible, and able to perform the Work required in the time frame allowed.
6. **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. Schedules submitted for this bid shall assume a Notice to Proceed per the IFB Timetable. The start date will be based on the actual Notice to Proceed and approved schedule.
7. **Key Personnel**: The Contractor shall provide the following information for, at a minimum, the Project Manager, Superintendent and Foreman(s):
	1. List of Key Personnel with name, title and scope of their work for each applicable phase of construction (multiple people may be named for each position for bidding purposes)
	2. Provide a resume’ or similar information
8. **Bid Forms:** Bidders must completely fill out all 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. These forms shall serve the purpose of determining if a bidder is responsive, responsible, and able to perform the Work required in the time frame allowed. 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.
9. **Pricing:** For bidding purposes, if there is a conflict between the Extended Total of an item and the Unit Price, the Unit Price shall prevail. All costs incidental to these requirements will not be paid for separately but shall be included in the Work. Quantities noted are estimates based on the most current information available to the County. Any approved changes shall be based upon the Unit Prices.
10. **Licenses:** Bidders must have all licenses and certifications required to perform the Work requested herein in order to submit a bid.
11. **BID DOCUMENTS**

**The following information must accompany your bid, in the order listed:**

1. Response Checklist.
2. Addendum Acknowledgement, if applicable.
3. Bid Bond (5%), if applicable.
4. Bid Form.
5. Work Plan and Schedule: Describe/show how the Bidder plans to schedule the work by task.
6. Key Personnel: List of key personnel with name, title and scope of their work for each applicable task (multiple people may be named for each position for bidding purposes).
7. Qualification Statement, using attached form.
8. Statement of Anticipated Subcontractors, using attached form.
9. Non-Collusion Affidavit, using attached form.
10. Declaration Form, using attached form.
11. References: Bidders must provide customer references on or with the Qualification Statement Form included in this IFB. These forms shall serve the purpose of determining whether a bidder is responsive, responsible, and able to perform the Work required in the time frame allowed.
12. Copies of General Liability Insurance and Worker’s Compensation Certificates.
13. Exceptions: Explain any exceptions you have with this document and/or the County’s standard contract. If none expressed, the County will interpret as no exceptions.

1. **BID SUBMISSION**

In effort to minimize unnecessary risk of exposure to the Coronavirus and comply with CDC guidelines for group gatherings, bids **MUST be emailed** to davidcarey@elpasoco.com  **by no later than 2:00 PM (MT), Monday, August 24, 2020** with copy to normaingalls@elpasoco.com.  The Bid Opening for IFB 20-112 will take place VIA TELECONFERENCE utilizing the call-in information below:

Participant-guest login:

1.  Dial access number: 1-877-820-7831

2. Enter the participant-guest pass code: 514880#

Bidders are NOT required to participate. No in person entry to our building will be permitted.

**IT IS THE BIDDERS RESPONSIBILITY TO VERIFY BY PHONE (IF ACKNOWLEDGEMENT OF RECEIPT OF BID IS NOT RECEIVED) COUNTY RECEIPT OF EMAILED BID.**

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.

By submitting a bid, the Bidder represents that it has:

1. Thoroughly examined and become familiar with the scope of services outlined in this IFB.
2. Is capable of performing quality work to achieve the County’s objectives.

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.

By submitting their bid, the Bidder certifies they are not currently debarred or suspended from submitting bids or proposals for federal contracts on the System for Award Management (SAM) Exclusions database and that they

are not currently debarred from submitting bids or proposals for contracts by any agency of El Paso County, Colorado and/or the State of Colorado, nor are they an agent of any person or entity that is currently debarred from submitting bids or proposals on contracts by El Paso County, Colorado or the State of Colorado.

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.

1. **INSURANCE REQUIREMENTS**

For bid purposes, bidders must submit copies of certificates of insurance for professional and general liability and workers' compensation, as referenced on the Response Checklist. The successful Bidder will be required to provide original certificates for Professional Liability; Comprehensive General Liability; Automobile Liability; and any specialized liability required by the nature of the Work, prior to commencing Work, at its own expense, **naming El Paso County as an additional insured**, along with an original Workers Compensation certificate, both with a 30-day cancellation notice, and maintain such coverage for the duration of the Bid Award/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. Ability of the firm to meet or exceed the requirements
2. Work Plan and Schedule
3. Bid responsiveness: Completeness of and compliance with IFB specifications & requirements
4. Bid quality: Completeness & clarity of organization’s bid to provide services.
5. Bidder's relevant experience in jobs of similar scope and complexity.
6. Past performance and references.
7. Price
8. Any exception submitted
9. **BID AWARD**

Issuance of this IFB and receipt of bids does not commit the County to award a purchase order or contract. The County reserves the right to postpone opening, to accept or reject any or all bids received in response to this IFB, to award a contract to one (1) or more bidders, or to cancel all or part of this IFB.

The bidder must be deemed responsive and responsible to be awarded this Project. To be deemed responsive, the bidder must be a person whose bid conforms in all material respects to the terms set out by the County in this Invitation for Bids. To be deemed responsible, the bidder must be a person who has the capability in all respects to perform in full the Contract requirements and the integrity and reliability that will assure good faith performance.

Any contract awarded between the County and the successful Contractor may consist of this IFB and any addendums, the submitted bid, original certificates of insurance, and the resulting Purchase Order(s). If the Bidder does not agree with any terms or conditions of the solicitation and award documents, the Bidder must present its exceptions with its bid. If no concerns are expressed by the Bidder, the County shall consider that all terms and conditions of the standard contract shall control. The County reserves the right to reject bids based upon exceptions to the standard contract terms and conditions.

The County reserves the right to award one or more contracts or no contracts at all in response to any proposals submitted and to the entire RFP process. In the event that more than one contract is awarded, it is expected that each vendor will collaborate with the Department and with any other vendors who receive a contract under this RFP, as necessary for proper and efficient performance of all contract responsibilities.

1. **TERM OF CONTRACT**

The term of the contract will be from the date of the BOCC approval to project completion, but no later than **December 12, 2020. Time is of the essence for this project.**

1. **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 with the single bidder.

When negotiating profit, the County will consider ***all*** 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.
7. **ATTACHMENTS**
8. Paint Mine Restoration Project Plan, Map and Construction Detail
9. Bid Form
10. Instructions for Submitting Bids
11. County Construction Contract
12. General Conditions to Construction Contract
13. Insurance Checklist
14. CARES Act Provisions
15. 2020 Covid-19 Colorado Construction Guidance

|  |
| --- |
| **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 this IFB should be directed to David Carey, Procurement Specialist, Contracts & Procurement Division by email to DavidCarey@elpasoco.com.

|  |  |
| --- | --- |
|  | *David Carey* |
|  |  DAVID CAREYPROCUREMENT SPECIALIST |

**IFB NO. 20-112 DUE DATE: AUGUST 24, 2020**

# EL PASO COUNTY

**CONTRACTS AND PROCUREMENT DIVISION**

**CONTRACTOR’S QUALIFICATION STATEMENT**

**FOR**

**PAINT MINES INTERPRETIVE PARK RESTORATION**

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:** |
|  |  |
|  |  |
|  |  |
|  |
| **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.** |  |
|  |  |
|  |  |
|  | **2.** |  |
|  |  |
|  |  |
|  | **3.** |  |
|  |  |
|  |  |
|  |
| **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.** |  |
|  |  |
|  |  |
|  | **3.** |  |
|  |  |
|  |  |

|  |  |
| --- | --- |
| **14.** | **LIST OF SUB-CONTRACTORS TO BE USED FOR THIS PROJECT:**(INCLUDE NAME, ADDRESS, TELEPHONE NUMBER, TYPE OF WORK, PERCENTAGE OF THE 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. |

**IFB NO. 20-112 DUE DATE: AUGUST 24, 2020**

**EL PASO COUNTY**

**CONTRACTS AND PROCUREMENT DIVISION**

**DECLARATION FORM**

**FOR**

**PAINT MINES INTERPRETIVE PARK RESTORATION**

TO: EL PASO COUNTY

 COLORADO SPRINGS, CO

SIR:

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 Engineer 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 Engineer 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 Engineer 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 Engineer 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 it legal evidence of their authority to do so.

**IFB NO. 20-112**  **DUE DATE: AUGUST 24, 2020**

**EL PASO COUNTY**

**CONTRACTS & PROCUREMENT DIVISION**

**STATEMENT OF ANTICIPATED SUBCONTRACTORS**

**FOR**

**PAINT MINES INTERPRETIVE PARK RESTORATION**

|  |  |  |
| --- | --- | --- |
| **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** |
|  |
|  |  |  |
|  |
|  |  |  |

**IFB NO. 20-112 DUE DATE: AUGUST 24, 2020**

**EL PASO COUNTY**

**CONTRACTS & PROCUREMENT DIVISION**

**NON-COLLUSION AFFIDAVIT**

**PAINT MINES INTERPRETIVE PARK RESTORATION**

|  |  |  |
| --- | --- | --- |
| **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.** **20-112** 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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2020.**

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