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**Holly Williams**

**Carrie Geitner**

**Longinos Gonzalez, Jr.**

**Commissioners:**

**Stan VanderWerf (Chair)**

**Cami Bremer (Vice-Chair)**

**Financial Services Department**

**Eileen Gonzales, cppo, cppb – Contracts & Procurement Manager**

**INVITATION FOR BIDS**

**IFB NO. 21-029**

**INSTALLATION OF LEXAN WALLS AT CJC**

Sealed **best-value** bids for the for the **Installation of Lexan Walls at CJC** for the El Paso County Sheriff’s Office will be received by the El Paso County Contracts & Procurement Division**,** 15 E. Vermijo Avenue,Colorado Springs, CO 80903**,** via EMAIL ONLY to [beckyschaffstein@elpasoco.com](mailto:beckyschaffstein@elpasoco.com) **by no later than 2:00 PM (MT), Monday, March 1, 2021,** with a copy to[normaingalls@elpasoco.com](mailto:normaingalls@elpasoco.com) , at which time they will be publicly opened (VIA TELECONFERNCE) and read aloud.

**A MANDATORY** Pre-Bid site visit/job walk through will be held on **Friday, February 12, 2021 at 2:00 PM (MT) at CJC Facility, 2739 E. Las Vegas, Colorado Springs, CO 80906.** Due to space limitations, vendors should attend with no more than two (2) representatives. The area that will be reviewed are high security and all vendors will be escorted and subject to search and must pass through metal detectors. When attending the Pre-Bid Conference, the attendee should bring his/her business card. **All attendees must comply with COVID-19 social distancing requirements and wear a proper face mask.**

Any questions regarding this bid should be directed to Becky Schaffstein, CPPB, Procurement Specialist, email [beckyschaffstein@elpaso](mailto:beckyschaffstein@elpaso)co.com or 719-520-6392. Do not contact any other individual regarding this IFB. **Final questions are due no later than 2:00 PM (MT), Tuesday, February 16, 2021. Questions should be submitted via Rocky Mountain E-Purchasing System.**

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 Contactor will be required to furnish 100% Performance and Payment Bonds.

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

CONTRACTS MANAGER

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| **PUBLICATION DATES:** | |
|  | **BidNet**  **February 1, 2021**  **Fountain Valley News**  **February 3rd & 10th, 2021** | |  |

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| --- | --- | --- |
| **IFB NO. 21-029** |  | **DUE DATE: March 1, 2021** |
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**EL PASO COUNTY**

**CONTRACTS AND PROCUREMENT DIVISION**

#### RESPONSE CHECKLIST

**FOR**

**INSTALLATION OF LEXAN WALLS AT CJC**

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 |
|  | Key Personnel |
|  | Copies of General/Vehicle Liability Insurance and Worker’s Compensation Certificates |
|  | Qualification Statement |
|  | Statement of Anticipated Subcontractors |
|  | Non-Collusion Affidavit |
|  | Declaration Form |
|  | References |
|  | 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. 21-029 DUE DATE: March 1, 2021**

EL PASO COUNTY

CONTRACTS & PROCUREMENT DIVISION

**GENERAL SPECIFICATIONS**

**FOR**

**INSTALLATION OF LEXAN WALLS AT CJC**

1. **GENERAL INFORMATION**
2. **BACKGROUND**

El Paso County Sheriff’s Office (ESPO) is seeking written best value bids from qualified, experienced contractors to furnish all labor and resources necessary (except as noted below), engineering if required and permits (if applicable) to install Lexan wall on the top tier in high risk wards as an optimal way to increase safety measures at The El Paso County Jail at 2739 E. Las Vegas Blvd, Colorado Springs, CO, 80906 at the CJC.

1. **IFB TIMETABLE**

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

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| IFB NOTICE ADVERTISED | Monday, February 1, 2021 |
| PRE-BID MEETING | Friday, February 12, 2021 at 2PM (MT) |
| FINAL IFB QUESTIONS DUE | Tuesday, February 16, 2021 at 2PM (MT) |
| **BID DUE DATE** | **Monday, March 1, 2021 at 2PM (MT)** |
| *BID REVIEW* | *Week of March 1, 2021* |
| *RECOMMENDATION OF AWARD TO BOCC* | *TBD (early to mid-March) if applicable* |
| *NOTICE TO PROCEED* | *TBD (mid-March)* |

**For the purpose of this solicitation, the words “bid”/ “bidder” and “proposal”/“proposer” are used interchangeably.**

1. **SCOPE OF SERVICES**
2. **WORK TO INCLUDE, BUT NOT LIMITED TO, THE FOLLOWING:**
3. Install clear, non-tinted, Lexan walls along the top tier and down the stairway(s) of inmate housing units leaving no space or gaps. If gaps or spaces are required, they shall be filled with perforated metal sheets (as per attached gap picture #1).
4. The measurements from the railing to ceiling is approx. 53 inches. The largest gap between the frames is 4 inches.
5. All hardware needs to be security screws/bolts (as per safety screws bolts picture #1).
6. Installation will be in three (3) housing units A3, B3, and B4 with six (6) stairways (as per attached ward drawings).
7. Instillation shall be similar to existing walls in wards A2, B1, and B2 (as per attached wall picture #1 and stair way picture #1).
8. Installation in other housing units had metal frames welded to existing railing and affixed to ceiling (as per attached picture #2 and picture #3).
9. All bare metal will be painted in the Diamond Vogal DSI625-500 Semi-gloss coconut.
10. Itemize your bid by ward. Three (3) wards totals with six (6) stairways.
11. **CONTRACTOR RESPONSIBILITIES**
12. Contractor(s) shall field verify all measurements and size estimates prior to starting project.
13. Work hours will be M-F (except County holidays), 7:30AM-4:30PM, unless otherwise approved by the County Project Manager. All workers are to be check in and out together at the start and end of the workday.
14. All tools will be checked in and out by the job site Foreman, and verified by appointed CJC staff, or Facilities Maintenance personnel.
15. Work crew will be escorted to and from assigned wards by appointed staff.
16. Working crew will not at any time while at the CJC, interact with inmates, and will always follow established safety procedures.
17. On workday one, all employees will receive a safety brief given by a member of the CJC staff.
18. A CJIS Vendor Management Program certification is required. This program is part of the finger printing and background check requirement. All finger printing and background checks MUST be completed on employees before the start of services. This program is designed to make it easier for a vendor to meet CJIS Security Policy Standards. The Contractor shall enroll prior to entering County Facilities. CJIS certificates of personnel working this contract will be given to the County Representative prior to start of services for approval. CONTRACTOR’S fee proposal should consider the price for CJIS for their employees. CJIS price is $39.50 per participating employee.
19. Warranty information and all relevant documentation shall be supplied by Contractor(s) at the conclusion of the project. Awarded contractor(s) warrants that the product carries a manufactory’s warranty at a preferred period of five (5) years after acceptance of delivery of the new installation, and its related component parts. If a five-year warranty is not applicable, the state in your proposal what duration your product warranty covers. Awarded contractor(s) shall submit in their proposal any costs for an extended warranty on an annual basis after original warranty expires.
20. **Licenses & Permits:** The Contractor(s) shall be responsible to have or obtain all necessary licenses and permits required before commencing the Work.
21. **Pre-Construction Conference:** Prior to work commencing on the Project, a Pre-Construction Conference will be held with the El Paso County Project Manager. 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.
22. **Labor:** The Contractor shall conform to all the provisions of the Federal, State, and Local laws and regulations relating to labor.
23. **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.
24. Contractor(s) shall be responsible to provide an accurate tool inventory sheet of all tools to be used each day prior to the start and end of each workday to CJC staff at the front desk when entering the CJC each day.
25. Contractor(s) shall be responsible to provide and maintain in their possession all MSDS data sheets on all materials used while working on this project.
26. **Character of Workers, Methods, & Equipment:** The Contractor shall, at all times, employ sufficient labor and equipment to properly perform the Work per this solicitation. Contractor(s) shall provide workers capable of passing a background check and providing proof of eligibility to work in the United States. Contractor shall provide information of proof of eligibility to work in the United States within three (3) working days after contract has been awarded. Driver’s license and social security numbers for all works assigned to this project shall be provided. 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. If in the opinion of the EPSO, 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.
27. **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).
28. **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 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 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 will be the primary point of contact for the County, however daily coordination and communications shall occur between the Contractor and the Project Inspector.
29. **COVID-19:** Contractor shall comply with current state of Colorado COVID-19 guidance.
30. **UNACCEPTABLE AND UNAUTHORISED WORK** 
    1. The Contractor(s) 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.
    2. 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.
31. **EMERGENCY CANCELLATION OF CONTRACT/AGREEMENT**
    1. 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.
    2. The Contractor will be paid for the 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.
32. **RETAINAGE, PAYMENTS, ACCEPTANCE, AND FINAL PAYMENT**
    1. Partial payment will be made no more frequently than once a month, for Work satisfactorily completed, and accepted by the County Project Manager, 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.
    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 will 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 Project Manager will inspect. If all the Work provided per the contract is found to have been satisfactorily completed, the County Project Manager will make final acceptance and shall notify the Contractor in writing of this acceptance. The Project Manager 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.
    4. 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.
    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 must 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.
    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 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**
   1. **PRE-BID MEETING:**

A Mandatory Pre-Bid site visit/job walk through will be held at the **CJC Facility, 2739 E. Las Vegas, Colorado Springs, CO 80906 on Friday, February 12, 2021 at 2:00 PM (MT).** The conference attendee shall be an agent of the Proposer, familiar and involved in the Proposer’s work and the proposal process. When attending the Pre-Proposal Conference, the attendee should bring his/her business card. Due to space limitations, vendors should attend with no more than two (2) representatives. The buildings that will be reviewed are high security and all vendors will be escorted and subject to search and must pass through metal detectors. **All attendees must comply with COVID-19 social distancing requirements and wear a proper face mask.**

* 1. **INQUIRIES**:

All questions shall be submitted via email to Becky Schaffstein, CPPB, Procurement Specialist, Contracts & Procurement Division, email: [beckyschaffstein@elapsoco.com](mailto:beckyschaffstein@elapsoco.com) . All questions must be submitted by **Tuesday, February 16, 2021 at 2:00 PM (MT) via Rocky Mountain E-Purchasing System.** 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. Do not contact any other individual regarding this IFB.

* 1. **IFB DOCUMENT REQUIREMENTS**

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

1. Response Checklist.
2. Addendum Acknowledgement, if applicable.
3. Bid Bond (5%)
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. Copies of General Liability Insurance and Worker’s Compensation Certificates.
8. Qualification Statement, using attached form.
9. Statement of Anticipated Subcontractors, using attached form.
10. Non-Collusion Affidavit, using attached form.
11. Declaration Form, using attached form.
12. 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.
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 [beckyschaffstein@elpasoco.com](mailto:beckyschaffstein@elpasoco.com)   **by no later than Monday, March 1, 2021 by 2:00 PM (MT)**, with copy to [normaingalls@elpasoco.com](mailto:normaingalls@elpasoco.com).  The Bid Opening for IFB 20-099 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:

* Thoroughly examined and become familiar with the scope of services outlined in this IFB.
* 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 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 thirty (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. Completeness of bid and compliance to the IFB specifications & requirements.
2. Bidder's relevant experience in jobs of similar scope and complexity.
3. Experience & Qualifications of key personnel assigned to this project.
4. References and Past Performance.
5. Work Plan and Schedule.
6. Pricing.
7. Any exceptions submitted.
8. **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. El Paso County reserves the right to reject bids based upon exceptions to the standard contract terms and conditions.

The Department 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 date of award through Project completion.

1. **ATTACHMENTS**
   * + 1. CONSTRUCTION contract
       2. GENERAL CONDITIONS TO CONSTRUCTION CONTRACT
       3. INSTRUCTIONS FOR SUBMITTING CONSTRUCITON BIDS
       4. INSURANCE CHECKLIST
       5. Bid form
       6. WALLS PICTURE #1
       7. Ward drawings
       8. Gap picture #1
       9. Picture #2
       10. Picture #3
       11. Gap Picture #1
       12. safety bolts picture #1

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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 this IFB should be directed to Becky Schaffstein, CPPB, Procurement Specialist, Contracts & Procurement Division by email to  [beckyschaffstein@elpasoco.com](mailto:%20beckyschaffstein@elpasoco.com).

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|  | ***Becky Schaffstein*** |
|  | Becky Schaffstein, CPPB  Procurement Specialist |

**EL PASO COUNTY**

**CONTRACTS & PROCUREMENT DIVISION**

**QUALIFICATION STATEMENT**

**For**

**INSTALLATION OF LEXAN WALLS AT CJC**

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 Bid (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 if necessary.

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| **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: | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | |
| PHONE: | | | | | | |  | | | | | | | | | | | | | | FAX: | | | | | | | | |  | | | | | Email: |  |
| AUTHORIZED REPRESENTATIVE NAME: | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | |
| AUTHORIZED REPRESENTATIVE TITLE: | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | |
| **AUTHORIZED REPRESENTATIVE**  **SIGNATURE (sign here):** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | |
|  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **1. TYPE OF BUSINESS** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | **2. TYPE OF LICENSE & LOCATION** | | |
| Corporation | | | | | | | | | | | | | | |  | | Individual | | | | | | | | | | | |  | |  | | |  | | |
| Partnership | | | | | | | | | | | | | | |  | | Joint Venture | | | | | | | | | | | |  | |  | | |  | | |
| Other: | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | |  | | |  | | |
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| **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, include a resume for the project manager and each key personnel assigned to this project. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **6.** | | | **What other name(s) has your company operated under:** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| **7.** | | | | **Have you or your firm ever failed to complete any work awarded to you?** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | | | **NO** | | | |  | | | |  | | | | | | **YES** | | | |  | | |  | | **IF “YES”, EXPLAIN:** | | | | | | | | | |
|  | | | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| **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?** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | | | **NO** | | | | | | |  | | |  | | | | | **YES** | | | | |  | |  | | **IF “YES”, EXPLAIN:** | | | | | | | | |
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| **9.** | | | | **Has your firm or any partners or officers ever been involved in any bankruptcy action?** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | | | **NO** | | | | | |  | | | **YES** | | | | | | |  | | | **IF “YES”, EXPLAIN:** | | | | | | | | | | | | | |
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| **10.** | | | | **Are you presently involved in any litigation with an owner or other government agency?** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | | | **NO** | | | | | |  | | | **YES** | | | | | | |  | | | **IF “YES”, EXPLAIN type, kind, plaintiff, defendant, etc. and state the current** | | | | | | | | | | | | | |
|  | | | |  | | | | | | | | | | | | | | | | | | | **status** (attach pages if necessary**):** | | | | | | | | | | | | | |
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| **11.** | | | | **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 solicitation package.)** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | | | **1.** | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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|  | | | | **2.** | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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|  | | | | **3.** | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| **12.** | | | | **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 solicitation package.)** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | | | **1.** | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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|  | | | | **2.** | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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|  | | | | **3.** | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| **13.** | **BANK REFERENCE:** | |  | | | | |
|  | Address: | |  | | | | |
|  | Contact Name: | |  | | | Phone: |  |
|  | | | | | | | |
| **14.** | **BONDING COMPANY AND AGENT:** | | | | | | |
|  | Company Name: |  | | | | | |
|  | Agent Name: |  | | | | Phone: |  |
|  | (A) Current Bonding Rate: | | |  | | | |
|  | (B) Largest Individual Project Bond To Date: | | | | **$** | | |
|  | | | | | | | |
| **15.** | **SURETY** (insurance**) REFERENCE FOR LAST FIVE (5) YEARS:** | | | | | | |
|  | Company Name: |  | | | | | |
|  | Agent Name: |  | | | | Phone: |  |
|  |  |  | | | |  |  |

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| **The Signatory of this questionnaire guarantees the truth and accuracy of all statements herein, including the following items:** | | | | | | |
| 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 of Work** | | **Character of Work** | **Total $ Amount** | | **% Complete** | **Date Completed** |
|  | |  |  | |  |  |
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| 3. | The proposed work has been inspected by the Bidder’s representative (list name and title): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as follows: | | | | | |
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| --- | --- | --- | --- | --- |
| 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:** | |
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| 6. | I/We expect to purchase the following equipment, which will reduce the available quick assets indicated in Paragraph 1 of this form by $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_: | | | |
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| 7. | I/We expect to rent the following equipment: | | | |
|  |  | | | |
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|  |  | | | |
|  | | | | |
| 8. | List of Material Suppliers to be used for this project: (include name, address, phone number, type of material): | | | |
|  |  | | | |
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| 9. | 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.) | | | |
|  |  | | | |
|  |  | | | |
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|  |  | | | |
|  |  | | | |
|  | \*The proposed sub-contractor must add their statement that their name has been used with their knowledge and consent, and add their proper signature to such statement: | | | |

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | **If additional subcontractors are anticipated, list on a separate piece of paper and attach to this document:** | | | | | | | | |
| a. | | Subcontractor’s Name: | | |  | | | | |
|  | | Street Address: | |  | | | | | |
|  | | City, State, Zip | |  | | | | | |
|  | | Contact Name: | |  | | | Phone: |  | |
|  | | Anticipated Subcontracted Amount $ | | | |  | Email: |  | |
|  | | Description of Work: | | |  | | | | |
|  | |  | | |  | | | | |
|  | | | | | | | | | |
| b. | | Subcontractor’s Name | | |  | | | | |
|  | | Street Address: | |  | | | | | |
|  | | City, State, Zip |  | | | | | | |
|  | | Contact Name: |  | | | | Phone: |  | |
|  | | Anticipated Subcontracted Amount $ | | | |  | Email: |  | |
|  | | Description of Work: | | |  | | | | |
|  | |  | | |  | | | | |
|  | | | | | | | | | |
| c. | | Subcontractor’s Name: | | |  | | | | |
|  | | Street Address: | |  | | | | | |
|  | | City, State, Zip |  | | | | | | |
|  | | Contact Name: |  | | | | Phone: |  | |
|  | | Anticipated Subcontracted Amount $ | | | |  | Email: |  | |
|  | | Description of Work: | | |  | | | | |
|  | |  | | |  | | | | |
|  | |  | | | | | | | |
| d. | | Subcontractor’s Name: | | |  | | | | |
|  | | Street Address: | |  | | | | | |
|  | | City, State, Zip | |  | | | | | |
|  | | Contact Name: | |  | | | Phone: | |  |
|  | | Anticipated Subcontracted Amount $ | | | |  | Email: | |  |
|  | | Description of Work: | | |  | | | | |
|  | |  | | |  | | | | |
|  | |  | | | | | | | |
|  | **NOTE: Subcontractors shall abide by the same general conditions and contract terms as contractor.** | | | | | | | | |
|  | **UPON REVIEW OF SUBCONTRACTOR LIST, EL PASO COUNTY RETAINS THE RIGHT TO APPROVE OR DISAPPROVE ANY SUBCONTRACTOR ON THIS LIST.** | | | | | | | | |

**EL PASO COUNTY**

**CONTRACTS AND PROCUREMENT DIVISION**

**DECLARATION FORM**

**FOR**

**INSTALLATION OF LEXAN WALLS AT CJC**

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**

**INSTALLATION OF LEXAN WALLS AT CJC**

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 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. 21-029 DUE DATE: March 1, 2021**

**EL PASO COUNTY**

**CONTRACTS & PROCUREMENT DIVISION**

**INSTALLATION OF LEXAN WALLS AT CJC**

**NON-COLLUSION AFFIDAVIT**

|  |  |  |
| --- | --- | --- |
| **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 21-029** 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: |  |