**INVITATION FOR BIDS**

**IFB NO. 21-042**

**METRO JUSTICE SERVICES REMODEL PROJECT**

Sealed best-value bids for the Metro Justice Services Remodel Projectfor the El Paso County Facilities & Strategic Infrastructure Management 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), Wednesday, April 14, 2021,** 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 El Paso County. Not subject to Davis-Bacon Act requirements and has no DBE requirements. Colorado COVID-19 Construction Guidance applies.

A **Mandatory** **Pre-bid Meeting/Site Visit** will be held at **1:00 PM (MST), Monday March 22, 2021** in front of the El Paso County Metro Jail Complex entrance located at 210 South Tejon Street, Colorado Springs Colorado 80903. When attending the Pre-bid meeting, please bring your business card. Only those firms attending this meeting shall be allowed to bid on this project. **All attendees must comply with COVID-19 social distancing requirements and wear a proper face mask.**

A **Bid Security** in the form of a certified check, cashier’s check or bid bond made payable to El Paso County in the amount of 5% of your bid total must accompany your bid. 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, Friday, March 26, 2021 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.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

CONTRACT MANAGER

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| **PUBLICATION DATES:** |
|  | **Fountain Valley News**March 10, 2021March 17, 2021 |  |

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| --- | --- | --- |
| **IFB NO. 21-042** |  |  **DUE DATE: APRIL 14, 2021** |
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EL PASO COUNTY

CONTRACTS AND PROCUREMENT DIVISION

**RESPONSE CHECKLIST**

**FOR**

**METRO JUSTICE SERVICES REMODEL PROJECT**

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

**PLEASE READ THE “INSTRUCTIONS FOR SUBMITTING CONSTRUCTION BIDS” INCLUDED IN THIS PACKAGE.**

|  |  |
| --- | --- |
| COMPANY | TELEPHONE NUMBER |
|  |  |
| STREET ADDRESS | FAX |
|  |  |
| CITY, STATE, ZIP | EMAIL |
|  |  |
| AUTHORIZED REPRESENTATIVE (PRINT) | TITLE |
|  |  |
| AUTHORIZED SIGNATURE | DATE |
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| **IFB NO.: 21-042** |  |  **DUE DATE: APRIL 14, 2021** |

**GENERAL SPECIFICATIONS**

**FOR**

 **METRO JUSTICE SERVICES REMODEL PROJECT**

1. **OVERVIEW**
2. **General Information:**

El Paso County is seeking written best-value bids from qualified, experienced contractors to provide all labor, materials, equipment and services required for an interior remodel of approximately 1,738 square feet on the first floor of the El Paso County Metro Jail Complex to meet the requirements identified herein and all attachments to this solicitation.

The El Paso County Metro Jail Complex is located on 210 South Tejon Street, Colorado Springs, Colorado 80903.

This project is being funded by El Paso County. Not subject to Davis-Bacon Act requirements and has no DBE requirements. Colorado COVID-19 Construction Guidance applies.

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 | March 10 and March 17, 2021  |
| PRE-BID CONFERENCE | 1:00 PM MST, March 22, 2021 |
| FINAL IFB QUESTIONS / APPROVED EQUALS DUE | 2:00 PM MST, March 26, 2021 |
| **BID DUE DATE** | **2:00 PM MST, April 14, 2021** |
| *BID REVIEW* | *Week of April 19th* |
| *RECOMMENDATION OF AWARD TO BOCC* | *TBD* |
| *NOTICE TO PROCEED* | *Week of May 10th* |

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

1. **SCOPE OF WORK**

Contractor shall provide all labor, materials, equipment and services required for the following remodel. The work will involve creating five (5) private offices within two (2) open office areas. A third open office area will only have HVAC work done.

**A. Architectural Work:**

1. Demolition and infill of an existing transaction window and finish to match existing walls.
2. Demolition of existing ceiling grid and tile in two (2) open offices.
3. Remove existing carpet.
4. Add new partition walls, tape texture and paint to six inches above new ceiling grid and tile.
5. Install sound batts, new door units with vision lights, classroom door hardware, closers, wall stops - match existing finishes.
6. New carpet tiles.
7. **HVAC Demolition:**
8. Inspection of return air grilles for cleaning and reuse.
9. Remove flex duct back to 8” duct, inspect and clean diffusers for reuse.
10. Check condition of existing flex duct, remove and replace as needed.
11. Remove and demolish existing baseboard heater to approximate location to accommodate new office wall.
12. Relocate thermostat.
13. New work to include new baseboard heater, provide new thermostat and control wiring to existing TU-4A and new BH-1
14. Relocate existing thermostat, provide new control wiring to existing TU-48 and existing baseboard heater.
15. New duct and flex duct.
16. Coordinate DDC controls with Honeywell.
17. **Existing Electrical Lighting Work:**
	1. Removal and reuse of light fixtures in two open offices. Clean and re-lamp as needed.
	2. Removal of light switches in two (2) open offices.
18. **New Electrical Lighting Work:**
	1. Relocation of existing light fixtures.
	2. New dual switching from existing switches.
	3. Provide Accuity WSX-D dimming occupancy switches for each office room identified.
19. **Existing Electrical Power Work**
	1. Removal of an existing power pole. Branch circuit to remain above ceiling.
	2. Trace and verify circuit and label face plate.
	3. Relocate an existing receptacle.
	4. Existing home run back to panel to remain. Install junction box above ceiling if required.
20. **New Electrical Power Work**
	1. New receptacle in place of removed power pole.
	2. New power poles for power and communications feeds with junction boxes above ceiling.
	3. Provide and install 1-1/4” EMT conduit for communication box at five locations.
	4. Provide and install 1-1/4” EMT conduit to 4x4 data box above ceiling at eight (8) locations.
	5. New Power and data outlets in new offices and existing rooms.
21. **Contractor Responsibilities:**
22. **Labor:** The Contractor shall conform to all the provisions of the Federal, State, and Local laws and regulations relating to labor.
23. **Work Hours:** Contractor shall schedule and perform all work between the hours of 7:00 AM to 5:00 PM, Monday-Friday, unless otherwise approved by the County’s Project Manager. Contractor shall coordinate work schedule with County’s Project Manager prior the commencement of work.

1. **Licenses & Permits:** Contractor must have or obtain all necessary permits, licenses, certifications, and insurance required before commencing the work. Contractor shall be responsible to pay all costs for permits, licenses, certifications, fees, inspections, and insurance which may be required to perform the work required. All costs to apply and comply with the permits shall be included in the contract and shall not be paid for separately.
2. **Pre-Construction Conference:** Prior to work commencing on the Project, a Pre-Construction Conference will be held. It is anticipated that the Notice to Proceed shall be issued by the Contracts & Procurement Division prior to the date of the Pre-Construction Conference.
3. **Legal Relations & Responsibility To The Public:** The Contractor shall keep fully informed of all Federal, State, and Local laws, ordinances, and regulations and all orders and decree of Bodies or tribunals having any jurisdiction or authority, which may in any manner affect those engaged or employed on the Work or which in any way affect the conduct of Work, or Contractor’s ability to perform the Work. Contractor shall at all times observe and comply with such laws, ordinances, regulations, orders and decrees; and shall protect and indemnify the County of El Paso and its representatives against any claim or liability arising from or based on the violations of any such law, ordinance, regulations, order, or decree, whether by itself or its employees.
4. **Measurements:** Contractor shall verify all estimated measurements upon contract award.
5. **Construction Progress:** 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.
6. **Character of Workers, Methods, & Equipment:** The Contractor shall at all times employ sufficient labor and equipment to properly and efficiently perform the Work per this solicitation. All workers shall have sufficient skill and experience to properly perform the Work assigned them. All equipment, which is proposed to be used on the Work, shall be of sufficient size and in such mechanical conditions as to meet the requirement of the Work. If in the opinion of the El Paso County, employees and/or a certain type of equipment are not producing the Work required by the contract, the Contractor shall discontinue the use of said employees and/or equipment, when notified in writing.
7. **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).
8. **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 identified project manager shall have demonstrated experience implementing a minimum of five (5) stream restoration projects utilizing similar methods as to the ones outlined in the design plans. The contractor shall also commit to having the identified project manager on-site for a minimum of three (3) working days per week. The Contractor’s project manager shall be responsive on a daily basis Monday through Friday throughout the project. The Contractor shall also identify an assistant project manager capable of filling in for the project manager in the event that the project manager is not available due to travel, illness, or other event that will be longer than one week in length. The County Project Manager will be the primary point of contact for the County, however daily coordination and communications shall occur between the Contractor and the Project Inspector. Substitutions for the project manager will not be allowed unless specified in writing by the County.

1. **Warranty:** Contractor to provide all warranty information and documentation relevant to this project and materials used at the conclusion of the project.
2. **Eligibility:** Contractor shall provide information of proof of eligibility to work in the United States within three (3) working days upon Notice-to-Proceed. Provide a copy of all employee’s Driver’s License, and Social Security Numbers of those workers with good moral character who are assigned to this project, and who can pass a background check.
3. **Construction Work Area:** Contractor shall be responsible for supplying dumpsters; removal and disposal of all trash and waste; and cleanup of working area at the end of each workday. Contractor shall assure that work is not done, nor equipment parked, in areas outside the construction boundaries. The Contractor shall clean areas wherein the construction equipment was placed and will leave these areas in a condition acceptable to the County.
4. **COVID-19:** Contractor shall comply with COVID-19 Colorado Construction Guidance.
5. **Retainage, Payments, Acceptance, and Final Payments:**

* 1. Partial payment will be made no more frequently than once a month, for Work satisfactorily completed, and accepted by the County’s Project Manager, as the Work progresses. Said payments 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 contract 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 will make an inspection. If all the Work provided per the contract is found to have been satisfactorily completed, the County 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.
	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 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.
	6. The Contractor shall be responsible for invoicing the County. Invoices shall not reference more than one contract or purchase order. Invoices may not be submitted more frequently than once a month, and payment is Net 30 after receipt of invoice and ALL required backup documentation. ***The Contractor shall submit all listed information/documents/forms with their invoice***. The Contractor shall submit invoices which shall contain, at a minimum, the following detailed information:
* Contract #
* Issued Purchase Order #
* Invoice #
* 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
* Updated master schedule (as applicable)
* Progress photos

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

1. **Unacceptable and Unauthorized Work:**
	1. 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.
	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.
	3. Upon failure on the part of the Contractor to comply with any order of the County made under the provisions of this article, the County 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.
2. **Background Check:**

A CJIS Vendor Management Program certificate 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 service. 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 service for approval. Contractor’s fee proposal should consider the price for CJIS for their employees CJIS price is $39.50 per participating employee. Please, allow 2-3 weeks for background checks to clear.

* + 1. **BID PROCESS REQUIREMENTS**
1. **PRE-BID CONFERENCE**

A **Mandatory** **Pre-bid Meeting/Site Visit** will be held at **1:00 PM (MST), Monday, March 22, 2021** in front of the El Paso County Metro Jail Complex entrance located at 210 South Tejon Street, Colorado Springs Colorado 80903. When attending the Pre-bid meeting, please bring your business card. Only those firms attending this meeting shall be allowed to bid on this project. **All attendees must comply with COVID-19 social distancing requirements and wear a proper face mask.**

1. **INQUIRIES**

All questions shall be submitted to David Carey, CPPB, Procurement Specialist, Contracts & Procurement Division, email: davidcarey@elpasoco.com or 719-520-7120. All technical questions need to be submitted by email. 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. **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. 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:** 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. Bidders must have all licenses and certifications required to perform the Work requested herein in order to submit a bid.
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 shall show calendar days required per each floor. The actual start date will be based on the 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 Form:** Bidders must completely fill out all Forms included in this IFB but may attach additional pages if more space is needed. The Bid Form is a separate document, in spreadsheet format. Other forms/formats will not be accepted.

Bids shall be complete and signed by an authorized representative of the Bidder. 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.

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

1. **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.
2. **Licenses:** Bidders must have all licenses and certifications required to perform the Work requested herein in order to submit a bid.
3. **Similar Projects:** Describe/summarize the Company’s relevant experience. Include a maximum of 5 relevant projects with similar services, timelines and/or magnitudes, as applicable, on or with the Qualification Statement Form.
4. **Insurance:** Bidders must submit specimen copies of certificates of insurance identified on the attached Insurance Checklist.
5. **Exceptions:** Explain any exceptions you have with this document and/or the County’s standard contract. If none expressed, the County would interpret as no exceptions.
6. **BID 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%), if applicable.
4. Bid Form.
5. Work Plan and Schedule.
6. Key Personnel.
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.
13. Exceptions, if applicable.
14. **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 (MST), Wednesday April 14, 2021,** with copy to normaingalls@elpasoco.com. The Bid Opening for IFB No. 21-042 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.**

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. Also, that 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

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

1. **BEST VALUE BID EVALUATION CRITERIA**

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

* 1. 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.

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 into with the single bidder.

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

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

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

1. **BID AWARD**

It is County’s intent to award a contract to one Contractor to complete all work stated herein. However, County reserves the right to delete one or requirements (by area) prior to the contract award based on the funding availability. Bidders are to use the Bid Form provided and quote the pricing by area.

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.

1. **TERM OF CONTRACT**

The term of the contract will be from date of award through Project completion.

1. **IFB ATTACHMENTS**
2. Justice Service Remodel Electrical Drawings
3. Justice Service Remodel Mechanical Drawings
4. Justice Service Remodel Architectural Drawings
5. Bid Form
6. County Construction Contract
7. General Conditions to Construction Contract
8. General Instructions for Construction Bids
9. Insurance Checklist
10. COVID 19 Colorado Construction Guidance

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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.** |

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| ***David Carey*** |
| David Carey, CPPBProcurement Specialist |

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| **IFB NO. 21-042** |  |  **DUE DATE: APRIL 14, 2021** |

**EL PASO COUNTY**

**CONTRACTS AND PROCUREMENT DIVISION**

**CONTRACTOR’S QUALIFICATION STATEMENT**

**FOR**

**METRO JUSTICE SERVICES REMODEL PROJECT**

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) |
|  | **1.** |  |
|  |  |
|  | **2.** |  |
|  |  |  |
|  | **3.** |  |
|  |  |
|  | **4.** |  |
|  |  |
|  | **5.** |  |
|  |
| **15. LIST OF MATERIAL SUPPLIERS TO BE USED FOR THIS PROJECT:** (INCLUDE NAME, ADDRESS, TELEPHONE NUMBER, TYPE OF MATERIAL) |
|  | **1.** |  |
|  |  |
|  | **2.** |  |
|  |  |
|  | **3.** |  |
|  |  |  |
|  | **4.** |  |
|  |  |
|  | **5.** |  |
|  |  |
|  |
| **16. BONDING COMPANY AND AGENT:** |
|  | NAME: |  |
|  | PHONE: |  |
|  | (A) CURRENT BONDING RATE: |  |
|  | (B) LARGEST INDIVIDUAL PROJECT BOND TO DATE: |  |
|  |
| **17. SURETY** (insurance**) REFERENCE FOR LAST FIVE (5) YEARS:** |  |
|  |  |
|  |
| **IF ADDITIONAL INFORMATION IS PROVIDED ON A SEPARATE SHEET FOR ANY OF THESE ITEMS, CLEARLY SPECIFY WHERE IT CAN BE LOCATED IN YOUR BID PACKAGE.** |
| **The Signatory of this questionnaire guarantees the truth and accuracy of all statements herein.** |
| 1. I/We have cash and other liquid assets available for this project, independent of all other undertakings, in the amount of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. |
|  |
| 2. Following is a list of all work I/We have under contract at the present time: |

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

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

EL PASO COUNTY

CONTRACTS & PROCUREMENT DIVISION

**NON-COLLUSION AFFIDAVIT**

**For**

**METRO JUSTICE SERVICES REMODEL PROJECT**

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

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

1. Representative is the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Owner, partner, officer, representative or agent) of (name of firm) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ who is submitting the attached bid.
2. Representative is fully informed respecting the preparation and contents of the bid and of all pertinent circumstance respecting such bid;
3. Such information provided as a response to **IFB NO. 21-042** is genuine and not collusive;
4. No representative(s) or any of the officer(s), partner(s), owner(s), agent(s), employee(s) or party(s) in interest, including this affidavit, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other company, firm or person replying to this IFB to submit information that is collusive or a sham in connection with such contract or has any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other company, firm or person to fix any overhead, profit or cost element of the submitted proposed price or the proposed price of any other company/firm submitting a bid, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against El Paso County or any person interested in the proposed contract; and
5. The price(s) quoted in the attached bid is fair and proper and not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the company or firm submitting a bid or any of its agent(s), owner(s), representative(s), employee(s), or party(s) in interest, including this affidavit.
6. Signed:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

**EL PASO COUNTY**

**CONTRACTS AND PROCUREMENT DIVISION**

**DECLARATION FORM**

**FOR**

**METRO JUSTICE SERVICES REMODEL PROJECT**

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**

**METRO JUSTICE SERVICES REMODEL PROJECT**

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