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**Carrie Geitner**

**Holly Williams**

**Longinos Gonzalez, Jr.**

**Commissioners:**

**Stan VanderWerf (Chair)**

**Cami Bremer (Vice-Chair)**

**Financial Services Department**

**Traci Gorman, cppo, cppb – Contracts & Procurement Division Manager**

**INVITATION FOR BIDS**

**IFB NO.: 21-120**

**PIONEER VILLAGE** **ROAD** **MAINTENANCE SERVICES**

Sealed best value bids for **PIONEER VILLAGE** **ROAD** **MAINTENANCE SERVICES** for the El Paso County Department of Public Works (DPW) on behalf of the Pioneer Village Road Public Improvement District (PID), will be received by the **Contracts and Procurement Division, 15 E. Vermijo Ave, Colorado Springs, CO 80903, via Rocky Mountain E-Purchasing System by no later than 3:00 PM (MT), Monday, September 20, 2021,** at which time they will be publicly opened and read aloud (via teleconference).

There will be **NO Pre-Bid** meeting for this IFB.

All questions regarding this Invitation for Bid (IFB) should be directed to Becky Schaffstein, Procurement Specialist, beckyschaffstein@elpasoco.com. Do not contact any other individual regarding this solicitation. **Final questions are due no later than 3:00 PM (MT), Friday, September 10, 2021 submitted in writing 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/ TRACI GORMAN

CONTRACTS MANAGER

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| --- |
|  **PUBLICATION DATES:** |
|  | **Fountain Valley News**September 1, 2021September 8, 2021 |

**EL PASO COUNTY**

**CONTRACTS AND PROCUREMENT DIVISION**

#### RESPONSE CHECKLIST

**FOR**

**PIONEER VILLAGE ROAD MAINTENANCE SERVICES**

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 |
|  | Project Plan and Schedule |
|  | References  |
|  | 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) |

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

**EL PASO COUNTY**

**CONTRACTS & PROCUREMENT DIVISION**

 **GENERAL SPECIFICATIONS**

**FOR**

**PIONEER VILLAGE** **ROAD** **MAINTENANCE SERVICES**

The El Paso County Department of Public Works (DPW) is seeking sealed best value bids from qualified agencies to provide labor, equipment, and materials to grade the roads in the Pioneer Village Roads Public Improvement District (PID) as per the following Statement of Work and included map.

**IFB TIMETABLE**

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

|  |  |
| --- | --- |
| IFB NOTICE ADVERTISED | September 1 & 8, 2021 |
| FINAL IFB QUESTIONS DUE | Friday, September 10, 2021@ 3 PM (MT) |
| BID DUE DATE | Monday, September 20, 2021 @ 3 PM (MT) |
| CLARIFICATIONS REQUESTS | *Week of September 20th*  |
| *NOTICE OF INTENT TO AWARD* | *Week of September 27th*  |
| *NOTICE TO PROCEED*  | *Late September/Early October*  |

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

1. **SCOPE OF SERVICES**
2. **TECHINCAL REQUIREMENTS**

Pioneer Village roads are public roads that are not constructed to El Paso County standards and have not been accepted for maintenance by El Paso County. These roads have not been regularly maintained in recent years. It is not the intent of this work to bring these roads to County standards but to address the surface condition of the traveled ways as the priority on the prioritized listing of roads provided herein.

Prior to each year’s work, the Pioneer Village Public Improvement District shall provide the Contractor and EPC DPW by April 1 with the list of work to be performed. The Contractor shall reply that the work list has been received and provide a schedule and work plan within 10 days. The schedule will be provided to the PID by EPC. Following the Notice to Proceed, the Contractor shall have no more than ten (10) days to begin work on the project. The Contractor shall notify EPC DPW at least one (1) week prior to beginning that years’ work and the Contractor shall provide daily records that include the operator’s title, operator’s time, equipment, equipment time, and quantities of materials. If the contractor fails to give the required notice and required daily records, no payment will be made for work completed. It is anticipated that the work shall be complete before October 31, 2021.

The scope / work extents are as depicted in the map included. Provide a cost to grade High Plains View from Vigilante View to Donner Pass View. The quantities in this IFB are based on grading using the attached Gravel Local Roadway detail.

Grading shall consist of scarifying, moisture conditioning to within plus or minus 2% of optimum moisture content determined in accordance with AASHTO T-180, grading to the proper cross section, and compaction. The subgrade shall be compacted to at least 95 percent of the materials maximum dry density determined in accordance with AASHTO T-180. The scarifying, moisture conditioning, and compaction will not be paid for separately but will be included in the cost of the grading. The contractor shall be responsible for quality control (QC) testing and El Paso County shall be responsible for quality assurance (QA) testing.

The Contractor shall be responsible for all required surveying. The surveying will not be paid for separately but will be included in the cost of the grading, surface course material, or culvert installation.

***Optional:*** *Surface Course material may be required to be placed on High Plains View as part of this IFB. The extents would be starting near the intersection of Vigilante View and High Plains View, continuing southwest of the intersection, skipping over the creek crossing located about 1,100 feet southwest of the intersection of High Plains View and Vigilante View and continuing to Ocatillo View. Surface course material shall be placed, moisture conditioned to a level within plus or minus 2 % of optimum moisture content and compacted to at least 95% of the materials maximum dry density determined in accordance with AASHTO T-180. All weigh tickets for surface course material shall be submitted to EPC. The roadway surface shall be shaped in accordance with the attached cross section. The cross section shall have 12-foot lanes in each direction. Where gravel is placed, the shoulders should be used to tie into the existing grade. The quantities in this IFB are based on completing grading and graveling using the County spec below for gravel for gravel roads and the attached Gravel Local Roadway detail. Other materials may be used but shall be approved by EPC DPW prior to placement*.

|  |  |
| --- | --- |
| ***TaTable D-7. Gravel for Gravel Roads (Source EPC ECM)*** |  |
| **Sieve Designation** | **Percent Passing by Weight** |
| 3/4” | 100 |
| #4 | 50 - 78 |
| #8 | 37 - 67 |
| #40 | 13 - 35 |
| #200 | 4 - 15 |
| Plastic Index (PI) | 1. - 12
 |

1. **GENERAL INFORMATION**

The County’s normal workweek is currently Monday through Friday. **Work shall NOT be allowed on weekends or County holidays.** Work hours will be from 7:00 am to 7:00 pm. **Work shall NOT be allowed from 7:00 pm to 7:00 am.**

All work performed shall meet all federal, state, and local regulations and codes. The bidder furthermore agrees, if awarded a Contract for work included in this bid, to begin and to complete and to deliver the work contemplated in accordance with the conditions set forth in the Contract Documents.

Contractor shall submit before and after photo documentation to the County of all work completed. Where grading and surface course material will be placed, the contractor shall also submit photo documentation prior to placing surface course material.

Prior to the contractor demobilizing, a final walk-through shall be conducted on the project. A member of the PID, representative of the contractor, and a representative of EPC shall be present for the final walk-through. Work shall not be accepted without a member of the PID on site.

UTILITIES**:** The Contractor, prior to commencing any excavation work on this project, shall contact the Colorado 811 system and inform the owners of utilities in the proposed work, together with the starting date planned. It is understood and agreed that the Contractor has considered in its bid all utility appurtenances in their present positions and that no additional compensation will be allowed for any delays, inconvenience or damages sustained by Contractor due to an interference from said appurtenances, or the operation of moving and/or repairing them.

Right-of-Way: All work is to be completed within the County right-of-way. If the contractor needs to encroach on private property, they must obtain written permission directly from the property owner, prior to entering. Contractor shall supply the inspector on-site with a copy of the written permission prior to entering.

The Contractor shall perform all the work with its own organization, unless stipulated otherwise in the General Specifications or Standard Specifications, or Contract. The work under this contract shall include all labor, materials, equipment, 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. The contractor will be responsible for determining the need for all federal, state, and local permits. The contractor will also be responsible for obtaining all needed permits. All costs incidental to these requirements will not be paid for separately but shall be included in the work. Contractor shall be responsible to pay all costs for permits, licenses, fees, and insurance which may be required to perform the work required.

**II. GENERAL PROVISIONS**

1. **CONTRACTOR RESPONSIBILITIES**
2. Contractor(s) shall field verify all measurements and size estimates prior to starting project.
3. **Licenses & Permits:** The Contractor(s) shall be responsible to have or obtain all necessary licenses and permits required before commencing the Work.
4. **Pre-Construction Conference:** Prior to work commencing on the Project, a Pre-Construction Conference will be held 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.
5. **Labor:** The Contractor shall conform to all the provisions of the Federal, State, and Local laws and regulations relating to labor.
6. **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.
7. **MSDS**: 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.
8. **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.
9. **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).
10. **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.
11. **COVID-19:** Contractor shall comply with current state of Colorado COVID-19 guidance.
12. **UNACCEPTABLE AND UNAUTHORIZED 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.
13. **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.
14. **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**
2. **PRE-BID MEETING:**

**There will be NO pre-bid meeting for this IFB.**

1. **INQUIRIES**:

All questions must be submitted by **Friday, September 10, 2021 by 3:00 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. References
7. Sample 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. 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.
13. **BID SUBMISSION**

In effort to minimize unnecessary risk of exposure to the Coronavirus and comply with CDC guidelines for group gatherings, bids MUST be submitted via Rocky Mountain E-Purchasing system **by no later than Monday, September 20, 2021 by 3:00 PM (MT)**. The Bid Opening for IFB 21-120 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 OR FAX IF ACKNOWLEDGEMENT OF RECEIPT OF BID BY COUNTY IS NOT RECEIVED BY VENDOR.**

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.
* Can perform 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. **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 the Construction Contract, 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. **INSURANCE REQUIREMENTS**

For bid purposes, proposers shall submit copies of its Certificates of Insurance for its’ buildings, auto, general liability and workers’ compensation. The Successful Contractor shall provide original certificates prior to commencing services, at its own expense, **naming El Paso County/Pioneer Village RoadsPID as additional insured and as a certificate holder**, with a thirty (30) day cancellation notice and maintain such coverage for the duration of the contract.

1. **TERM OF CONTRACT**

The initial term of the 2021 contract will be from date of award through October 31st, 2021. The same contract may be renewed for up to three (3) additional one-year periods at a negotiated rate at the sole discretion of the County contingent on approval and adoption of the budget for each fiscal year, and upon approval by the Board of County Commissioners. **Work shall be complete by August 31 each year that the contract is renewed**.

1. **ATTACHMENTS**
2. Construction Contract
3. General Conditions
4. Instructions for Construction Bids
5. Insurance Checklist – Appendix C
6. Bid Form
7. Rural Gravel Local Roadway Cross Section
8. Pioneer Village Work History

|  |
| --- |
| **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.

|  |  |
| --- | --- |
|  |  ***Becky Schaffstein*** |
|  |  Becky Schaffstein, CPPBProcurement Specialist |

**EL PASO COUNTY**

**CONTRACTS & PROCUREMENT DIVISION**

**QUALIFICATION STATEMENT**

**For**

**PIONEER VILLAGE ROAD MAINTENANCE SERVICES**

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.

|  |
| --- |
| **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: |  |  |  |
|  |
| **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:** |
|  |  |
|  |  |
|  |  |
|  |
| **7.**  | **Have you or your firm ever failed to complete any work awarded to you?** |
|  | **NO** |  |  |  **YES** |  |  | **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?** |
|  | **NO** |  |  | **YES** |  |  | **IF “YES”, EXPLAIN:** |
|  |  |
|  |  |
|  |  |
|  |
| **9.**  | **Has your firm or any partners or officers ever been involved in any bankruptcy action?** |
|  | **NO** |  |  **YES** |  |  **IF “YES”, EXPLAIN:** |
|  |  |
|  |  |
|  |  |
|  |
| **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**):** |
|  |  |
|  |  |
|  |  |
|  |
| **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.** |  |
|  |  |
|  |  |
|  | **2.** |  |
|  |  |
|  |  |
|  | **3.** |  |
|  |  |
|  |  |
|  |
| **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.** |  |
|  |  |
|  |  |
|  | **2.** |  |
|  |  |
|  |  |
|  | **3.** |  |
|  |  |
|  |  |

|  |  |  |
| --- | --- | --- |
| **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: |  |
|  |  |  |  |  |

|  |
| --- |
| **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** |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |
| 3.  | The proposed work has been inspected by the Bidder’s representative (list name and title): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 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. | List of Material Suppliers to be used for this project: (include name, address, phone number, type of material): |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
| 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.) |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  | \*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**

**PIONEER VILLAGE** **ROAD** **MAINTENANCE SERVICES**

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**

**PIONEER VILLAGE ROAD MAINTENANCE SERVICES**

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

**EL PASO COUNTY**

**CONTRACTS & PROCUREMENT DIVISION**

**PIONEER VILLAGE** **ROAD** **MAINTENANCE SERVICES**

**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 21-120** 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: |  |