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| **Contracts and Procurement Division**  **Eileen Gonzales, Division Manager**  **O:** 719-520-6390  EileenGonzales@elpasoco.com  15 E. Vermijo Ave.  Colorado Springs, CO 80903 |  | **Board of County Commissioners**  Holly Williams, District 1  Mark Waller, District 2  Stan VanderWerf, District 3  Longinos Gonzalez, Jr., District 4  Cami Bremer, District 5 |
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**INVITATION FOR BIDS**

**IFB NO. 20-114**

Sealed best-value bids for the **Construction of the Falcon Regional Park Phase 2 Project** for the El Paso County Community Services Department (Parks Division) will be received by the El Paso County Contracts & Procurement Division**,** 15 E. Vermijo Avenue,Colorado Springs, CO 80903**,** via EMAIL ONLY to [davidcarey@elpasoco.com](mailto:davidcarey@elpasoco.com) **by no later than 2:00 PM (MT), Thursday, October 1, 2020,** with a copy to[normaingalls@elpasoco.com](mailto:normaingalls@elpasoco.com) , at which time they will be publicly opened (VIA TELECONFERENCE) and read aloud.

This project is being funded by El Paso County. The Project is NOT subject to Davis-Bacon requirements, and there are no DBE requirements.

A **VOLUNTARY** **PRE-BID CONFERENCE** will be held on **Thursday, September 3 at 11:00 AM (MT)** at Falcon Regional Park, 10990 Eastonville Road, Falcon, CO 80106. While this meeting is not mandatory, it is strongly recommended that interested firms attend to have questions answered. When attending the pre-bid meeting, please bring your business card. **All attendees must comply with COVID-19 social distancing requirements and wear a proper face mask.**

A **BID SECURITY** in the form of a certified check, cashier’s check or bid bond made payable to El Paso County in the amount of 5% of your bid total must accompany your bid. The successful Contractor will be required to furnish 100% Performance and Payment Bonds.

Any questions regarding this bid should be directed to David Carey, CPPB, Procurement Specialist, email [davidcarey@elpasoco.com](mailto:davidcarey@elpasoco.com) or 719-520-7120. Do not contact any other individual regarding this IFB. Final questions are due **no later than 1:00 PM (MT)**, **Monday, September 14, 2020**, in writing by email.

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

**PLEASE USE THE ROCKY MOUNTAIN E-PROCUREMENT WEBSITE &** **LOG ONTO www.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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|  | **Fountain Valley News**  **August 26, 2020**  **September 2, 2020** |  |

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| **IFB NO. 20-114** |  | **DUE DATE: OCTOBER 1, 2020** |
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**EL PASO COUNTY**

**CONTRACTS AND PROCUREMENT DIVISION**

#### RESPONSE CHECKLIST

**FOR**

**CONSTRUCTION OF THE FALCON REGIONAL PARK PHASE 2**

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**

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|  | 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) |

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| --- | --- |
| COMPANY | TELEPHONE NUMBER |
|  |  |
| STREET ADDRESS | FAX |
|  |  |
| CITY, STATE, ZIP | EMAIL |
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| AUTHORIZED REPRESENTATIVE (PRINT) | TITLE |
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| AUTHORIZED SIGNATURE | DATE |
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**IFB NO. 20-114 DUE DATE: OCTOBER 1, 2020**

**EL PASO COUNTY**

**CONTRACTS AND PROCUREMENT DIVISION**

**GENERAL SPECIFICATIONS**

**FOR**

**CONSTRUCTION OF FALCON REGIONAL PARK PHASE 2**

El Paso County, Colorado is seeking written best value bids from qualified, licensed, and experienced contractors to provide all labor, materials, and equipment necessary for Construction of the **FALCON REGIONAL PARK PHASE 2** (Project), which will construct one baseball field, multi-use field, restroom, playground, parking lot, and drainage improvements, for the El Paso County Community Services Department (County) per the attached specifications and drawings herein.

All of the construction will be within County right-of-way or within County Property. The Project has El Paso County oversight. The Project is NOT subject to Davis-Bacon and there are no DBE requirements. Contractor must follow 2020 COVID-19 Colorado Construction Guidance.

**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 | August 26& September 2, 2020 |
| PRE-BID CONFERENCE | 11:00 AM MT, Thursday, September 3, 2020 |
| FINAL IFB QUESTIONS DUE | 1:00 PM MT, Monday, September 14, 2020 |
| BID DUE DATE | **2:00 PM MT, Thursday, October 1, 2020** |
| BID REVIEW | Week of October 5, 2020 |
| RECOMMENDATION OF AWARD TO BOCC | October 20, 2020 |
| NOTICE TO PROCEED | October 27, 2020 |

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

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

The project site is located in the 215-acre regional park in the Falcon area of El Paso County, northeast of the intersection of Stapleton Road and Eastonville Road. This will be the second phase of improvements for Falcon Regional Park.

El Paso County proposes to construct improvements within Falcon Regional Park to provide additional active recreational amenities and drainage improvements. The work will generally consist of constructing a baseball field for little league play, multi-use field for soccer and other field games, parking lot enhancements and expansion, restroom facility, playground and supporting landscape. This project also includes earthwork and other site grading with installation of culverts to improve site drainage and stormwater conveyance.

The Project requires collaboration and/or coordination with the affected utility companies during construction which include, but are not limited to private El Paso County water and electrical services, Mountain View Electric Association (MVEA), and Meridian Service Metropolitan District (MSMD).

The Work shall only begin upon issue of the Notice to Proceed and as directed by the County Project Manager. The Notice to Proceed by the El Paso County Contracts & Procurement Division will be issued on or around October 20, 2020. This is a tentative date.  The Contractor shall commence construction work within fifteen (15) calendar days following the Notice to Proceed. The construction contract is a working day contract with the number of days to be determined by the approved schedule in the Contractor’s bid package and memorialized in the contract. Construction shall be completed in one hundred twenty (120) workable working days.

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

1. **PERMITS**

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

* Construction Activity Permit (El Paso County Health Department)
* Stormwater Construction Permit (CDPS – SCP)
* Erosion and Stormwater Quality Control Permit (ESQCP)
* El Paso County Work in the Right-of-Way Permit

1. **TECHNICAL REQUIREMENTS**

These bid specifications incorporate the document entitled “STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION”, Colorado Department of Transportation, State of Colorado (2017), plus the documents entitled “Pikes Peak Region Asphalt Paving Specifications” (version 5, March 20, 2019) and “El Paso County Engineering Criteria Manual” (Revised 12/13/2016, revision 6) as if physically attached and bound herein. The bid specification documents also incorporate the document entitled “COLORADO STANDARD PLANS, COLORADO DEPARTMENT OF TRANSPORTATION, M&S STANDARDS” (2012), as if physically attached and bound herein.

Each Bidder/Contractor shall be responsible for procuring sufficient copies of the Colorado Department of Transportation “STANDARD SPECIFICATIONS”, the “COLORADO STANDARD PLANS-M&S STANDARDS”, and the El Paso Count Engineering Criteria Manual for use in proposing and construction of the Project.

The Colorado Department of Transportation Standard Specifications for Road and Bridge Construction, 2017, controls construction of this Project. The special provisions supplement or modify the Standard Specifications and take precedence over the Standard Specifications and Construction Plans. When specifications or special provisions contain both English units and SI units, the {English} units apply and are the specification requirement. All methods of procedures, materials, control or work, materials, and basis of measurements not herein covered will comply with the Standard Specifications for Road and Bridge Construction, Department of Transportation, State of Colorado, 2017.

Asphalt activities shall be performed in accordance with the “Pikes Peak Region Asphalt Paving Specifications”.

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

The El Paso County Engineering Criteria Manual and the Pikes Peak Region Asphalt Paving Specifications can be downloaded from: https://publicworks.elpasoco.com/policies-manuals/

1. **PROJECT SPECIAL PROVISIONS**

NOTE: This section is attached as a separate document.

1. **CDOT STANDARD SPECIAL PROVISIONS**

NOTE: This section is attached as a separate document.

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1. **CONTRACTOR RESPONSIBILITIES**
2. **Licenses & Permits:** The Contractor must have or obtain all necessary licenses and permits required before commencing the Work.
3. **Pre-Construction Conference:** Prior to work commencing on the Project, a Pre-Construction Conference will be held at the El Paso County Department of Public Works, 3275 Akers Drive, Colorado Springs, CO, 80922. 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.
4. **Legal Relations & Responsibility To The Public:** The Contractor shall keep fully informed of all Federal, State, and Local laws, ordinances, and regulations and all orders and decree of Bodies or tribunals having any jurisdiction or authority, which may in any manner affect those engaged or employed on the Work or which in any way affect the conduct of Work, or Contractor’s ability to perform the Work. Contractor shall at all times observe and comply with such laws, ordinances, regulations, orders and decrees; and shall protect and indemnify the County of El Paso, and their representatives, to include employees, agents, consultants, and subcontractors of each, against any claim or liability arising from or based on the violations of any such law, ordinance, regulations, order, or decree, whether by itself or its employees.
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. **Surveying:** All surveying for the project will be provided by the Contractor. CAD files are included with this IFB for information only and without warranty against deficiencies of any kind. Use of the CAD files does not entitle the Contractor to compensation for damages or loss which could be attributed to such use. Contractor shall complete construction surveying, as needed, and provide complete as-built drawings upon completion of the project. Instructions for downloading the CAD files are below: Click the link below or Copy/Paste into Windows Files Explorer.

[ftp://EPCDOT\_FilesOut:DOT\_output0@elpxfr.elpasoco.com:51171/Pineries/CAD Files](ftp://EPCDOT_FilesOut:DOT_output0@elpxfr.elpasoco.com:51171/Pineries/CAD%20Files)

1. **Character of Workers, Methods, & Equipment:** The Contractor shall, at all times, employ sufficient labor and equipment to properly perform the Work per this solicitation. All workers shall have 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 Engineer, employees and/or a certain type of equipment are not producing the Work required by the contract, the Contractor shall discontinue the use of said employees and/or equipment, when notified in writing.
2. **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).
3. **Load Restrictions & Truck Routes:** Haul routes must be planned, prior to bidding, observing load limits on bridges or roadways, existing roadway conditions, and Federal, State, and Local governmental regulations regarding truck traffic and truck routes. The Contractor shall comply with all legal load restrictions in hauling of materials on public roads.
4. **Inspections:** **Quality control (QC), including but not limited to, materials testing is the Contractor’s responsibility.** Contractor shall follow the requirements of the El Paso County Engineering Criteria Manual, Appendix J, see attachment #9.
5. **Utilities:** The Contractor shall coordinate all utility removals, resets, adjustments, or other work as necessary to construct the Project and maintain utility service with each affected utility company. The Work will require full cooperation between the Contractor and the utility companies.
6. **Traffic Control:** Eastonville Road shall be open to traffic at all times during construction period. Complete directional shutdown of traffic flow will not be allowed for any duration. The Contractor shall provide traffic control on all roadways within and surrounding the Project area in accordance with an approved Method of Handling Traffic (MHT) for each phase of construction that requires a different setup. The Contractor shall provide traffic control for all work within the project limits, including utility installations and relocations if applicable.
7. **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 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.
8. **COVID-19:** Contractor shall comply with 2020 COVID-19 Colorado Construction Guidance.
9. **UNACCEPTABLE AND UNAUTHORIZED WORK**
10. 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.
11. 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.
12. Upon failure on the part of the Contractor to comply with any order of the County Engineer made under the provisions of this article, the County Engineer will have authority to cause unacceptable work to be remedied or removed and replaced, and unauthorized work to be removed, and to deduct the costs from any monies due or to become due to the Contractor.
13. **EMERGENCY CANCELLATION OF CONTRACT / AGREEMENT**
14. 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.
15. 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.
16. **RETAINAGE, PAYMENTS, ACCEPTANCE, AND FINAL PAYMENT**
17. Partial payment will be made no more frequently than once a month, for Work satisfactorily completed, and accepted by the County Engineer, as the Work progresses. Said payments will be based upon an invoice submitted by the Contractor, and if necessary, a written estimate prepared by the County’s Inspector of the value of Work performed and materials furnished and placed in accordance with the contract. The invoice shall reference the appropriate Purchase Order number, a detailed description of the Work performed including location(s), quantities, unit prices and extended prices. The County shall retain 5% of the amount estimated as payable, exclusive of mobilization and payments for materials on hand, to a maximum of 5% of the original contract amount, until successful completion and acceptance by the County of the entire contracted Work. The County Project Manager will approve and process payment requests. Then the balance less all previous payments shall be paid after appropriate Notice of Final Payment has been published by the County Contracts & Procurement Division.
18. 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.
19. Upon notice from the Contractor of presumptive completion of the entire contracted Work, the County Project Manager will make an inspection. If all the Work provided per the contract is found to have been satisfactorily completed, the County Engineer will make final acceptance and shall notify the Contractor in writing of this acceptance. The Department of Public Works will submit a Notice of Substantial Completion to the Contracts & Procurement Division, from which a Notice of Final Payment will be published by Contracts & Procurement. Retainage cannot be released nor final payment made prior to the release date listed in the Notice of Final Payment.
20. 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.
21. 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.
22. 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 CONFERENCE**

A Voluntary Pre-Bid Conference will be held at **Thursday, September 3 at 11:00 AM** at Falcon Regional Park, 10990 Eastonville Road, Falcon, CO 80106. While this meeting is not mandatory, it is strongly recommended that interested firms attend to have questions answered. The conference attendee shall be an agent of the Bidder, familiar and involved in the Bidder’s work and the bidding process. When attending the pre-bid meeting, please bring your business card. **All attendees must comply with COVID-19 social distancing requirements and wear a proper face mask.**

1. **INQUIRIES**

All questions shall be submitted to David Carey, CPPB, Procurement Specialist, Contracts & Procurement Division, email: [davidcarey@elpasoco.com](mailto:davidcarey@elpasoco.com) or 719-520-7120, no later than 1:00 PM, Monday, September 14, 2020.

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.

1. **BID REQUIREMENTS**
2. **Bidder Requirements:** The Bidder agrees that they will provide the materials and/or perform the Work herein under the terms and conditions set forth in the awarded Contract and/or Purchase Order; and shall furnish and be responsible for all the labor, materials, tools, equipment, transportation, insurance, notifications, permits, and all other services and facilities necessary, including all incidental work and appurtenances as may be reasonably implied and as described in the specifications and other contract documents. All costs incidental to these requirements will not be paid for separately, but shall be included in the Work, including any testing required to approve an alternate source of backfill. The Contractor shall be responsible to pay all costs for permits, licenses, fees, and insurance which may be required to perform the Work required, unless stated otherwise herein. Surcharges are not allowed.
3. **Bid Review:** It is recommended that bidders on this Project review the Work site and Plan details. The Bidder certifies that it has examined the location of the proposed Work, and is familiar with the drawings and the specifications and all contract documents related thereto, and the local conditions at the place where the Work is to be done. The Bidder has carefully checked all the quantities and understands that the County will not be responsible for any errors or omissions on the part of the Bidder in making this bid.
4. **Bid Bond:** Each bid must be accompanied by a Bid Guarantee in the amount not less than five (5%) percent of the total bid price in the form of a bid surety bond issued by a company rated not lower than A- in Best’s Insurance Guide, latest edition, or have a Best’s Financial Rating of at least class X, cashier’s check, or certified check drawn on an acceptable bank and payable without qualification to El Paso County.
5. **References:** Bidders must provide customer references on or with the Qualification Statement Form included in this IFB. These forms shall serve the purpose of determining whether or not a bidder is responsive, responsible, and able to perform the Work required in the time frame allowed. 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 submitted for this bid shall assume a Notice to Proceed per the IFB Timetable. The start date will be based on the actual Notice to Proceed and approved schedule.
7. **Key Personnel**: The Contractor shall provide the following information for, at a minimum, the Project Manager, Superintendent and Foreman(s):
   1. List of Key Personnel with name, title and scope of their work for each applicable phase of construction (multiple people may be named for each position for bidding purposes)
   2. Provide a resume’ or similar information
8. **Bid Forms:** Bidders must completely fill out all Forms included in this IFB, but may attach additional pages if more space is needed. Bids shall be complete and signed by an authorized representative of the Bidder. These forms shall serve the purpose of determining 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.
9. **Pricing:** For bidding purposes, if there is a conflict between the Extended Total of an item and the Unit Price, the Unit Price shall prevail. All costs incidental to these requirements will not be paid for separately, but shall be included in the Work. Quantities noted are estimates based on the most current information available to the County. Any approved changes shall be based upon the Unit Prices.
10. **Licenses:** Bidders must have all licenses and certifications required to perform the Work requested herein in order to submit a bid.
11. **BID 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](mailto:davidcarey@elpasoco.com)  **by no later than 2:00 PM (MT), Thursday , October 1, 2020** with copy to [normaingalls@elpasoco.com](mailto:normaingalls@elpasoco.com).  The Bid Opening for IFB 20-114 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.

A Bidder shall be disqualified and rejected by the County if the price in the bid was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other bidder, County employee, or any competitor.

1. **INSURANCE REQUIREMENTS**

For bid purposes, bidders must submit copies of certificates of insurance for professional and general liability and workers' compensation, as referenced on the Response Checklist. The successful Bidder will be required to provide original certificates for Professional Liability; Comprehensive General Liability; Automobile Liability; and any specialized liability required by the nature of the Work, prior to commencing Work, at its own expense, **naming El Paso County as an additional insured**, along with an original Workers Compensation certificate, both with a 30-day cancellation notice, and maintain such coverage for the duration of the Bid Award/Contract.

1. **BEST VALUE BID EVALUATION CRITERIA**

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

* Price
* Qualification Statement
* Work Plan and Schedule
* Completeness of bid and compliance to the IFB specifications & requirements
* Any exception submitted

1. **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.

1. **TERM OF CONTRACT**

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

1. **IFB REQUIREMENTS**

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

1. **ATTACHMENTS**
2. Project Specifications
3. Construction Plans (Bid Set)
4. Stormwater Management Plan
5. Bid Form
6. Instructions for Submitting Construction Bids
7. County Construction Contract
8. General Conditions to Construction Contract
9. Insurance Checklist
10. 2020 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.** |

Any questions regarding this IFB should be directed to David Carey, CPPB, Procurement Specialist, Contracts & Procurement Division, by email to  [davidcarey@elpasoco.com](mailto:%20davidcarey@elpasoco.com)

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| --- | --- |
|  | *David Carey* |
|  | DAVID CAREY, CPPB  PROCUREMENT SPECIALIST |

**IFB NO. 20-114 DUE DATE: OCTOBER 1, 2020**

# EL PASO COUNTY

**CONTRACTS AND PROCUREMENT DIVISION**

**CONTRACTOR’S QUALIFICATION STATEMENT**

**FOR**

**CONSTRUCTION OF FALCON REGIONAL PARK PHASE 2**

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.

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| **(PRINT or TYPE)** | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| FIRM NAME: | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| ADDRESS: | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| CITY STATE ZIP: | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| AUTHORIZED REPRESENTATIVE NAME: | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | |
| AUTHORIZED REPRESENTATIVE TITLE: | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | |
| **AUTHORIZED REPRESENTATIVE**  **SIGNATURE (sign here):** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | |
| PHONE: | | | | |  | | | | | | | | | | | | | FAX: | | | |  | | | | | | | | | | | | | | | | | | EMAIL: | |  | |
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| **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): | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | |
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| **4. NUMBER OF YEARS IN BUSINESS:** | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | |
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| **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.** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| **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?** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | **YES** | | | | | |  | | |  | | | | | **NO** | | |  | | | |  | | | | **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?** | | | | | | | | | | | | | | | **YES** | |  | | | |  | | | | **NO** | | | | |  | | |  | | | **IF “YES”, EXPLAIN:** | | | | | |
|  |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| **9. HAS YOUR FIRM OR ANY PARTNERS OR OFFICERS EVER BEEN INVOLVED IN ANY** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | **BANKRUPTCY ACTION? YES** | | | | | | | | | | | | | | | | | | | | |  | | | **NO** | | | | | | | |  | | **IF “YES”, EXPLAIN:** | | | | | | | |
|  | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| **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**):** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| **11. BANK REFERENCE:** | | | | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | **ADDRESS:** | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | **CONTACT:** | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | **PHONE:** | | | |  | | |
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| **12. LIST THREE (3) SIMILAR PROJECTS** (LOCAL OR STATE-WIDE) **FROM LAST FIVE (5) YEARS**. INCLUDE | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | LOCATION OF PROJECT; CONTACT NAME, ADDRESS, PHONE NUMBER; SIZE OF PROJECT (CONTRACT AMOUNT): | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | **NOTE: DETAILED INFORMATION ON THESE PROJECTS MAY ALSO BE REQUESTED IN THE IFB PACKAGE.** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | **1.** | | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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|  | **2.** | | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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|  | **3.** | | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| **13. LIST CURRENT SIMILAR PROJECTS (LOCAL OR STATE-WIDE) UNDER CONTRACT-** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | INCLUDE LOCATION OF PROJECT, CONTACT NAME, ADDRESS, TELEPHONE NUMBER, SIZE OF PROJECT (CONTRACT AMOUNT). **NOTE: DETAILED INFORMATION ON THESE PROJECTS MAY ALSO BE REQUESTED IN THE IFB PACKAGE.** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | **1.** | | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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|  | **2.** | | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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|  | **3.** | | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| **14.** | | | **LIST OF SUB-CONTRACTORS TO BE USED FOR THIS PROJECT:**  (INCLUDE NAME, ADDRESS, TELEPHONE NUMBER, TYPE OF WORK, PERCENTAGE OF THE WORK) | | | | | | | |
|  | **1.** | | | |  | | | | | |
|  | | | | |  | | | | | |
|  | **2.** | | | |  | | | | | |
|  |  | | | |  | | | | | |
|  | **3.** | | | |  | | | | | |
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|  | **4.** | | | |  | | | | | |
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|  | **5.** | | | |  | | | | | |
|  | | | | | | | | | | |
| **15. LIST OF MATERIAL SUPPLIERS TO BE USED FOR THIS PROJECT:**  (INCLUDE NAME, ADDRESS, TELEPHONE NUMBER, TYPE OF MATERIAL) | | | | | | | | | | |
|  | **1.** | | | |  | | | | | |
|  | | | | |  | | | | | |
|  | **2.** | | | |  | | | | | |
|  | | | | |  | | | | | |
|  | **3.** | | | |  | | | | | |
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|  | **4.** | | | |  | | | | | |
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|  | **5.** | | | |  | | | | | |
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| **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** |
|  | |  |  |  |  |
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| 3. The proposed work has been inspected by the BIDDER’s representative, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 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): | | | |
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| 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. | | 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 his statement that his name has been used with his knowledge and consent, and add his proper signature to such statement. | | |

**IFB No. 20-114 DUE DATE: OCTOBER 1, 2020**

**EL PASO COUNTY**

**CONTRACTS AND PROCUREMENT DIVISION**

**DECLARATION FORM**

**FOR**

**CONSTRUCTION OF FALCON REGIONAL PARK PHASE 2**

TO: EL PASO COUNTY

COLORADO SPRINGS, CO

SIR:

I have examined the specifications for the proposed work.

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

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

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

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

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

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

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

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

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

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

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

**IFB NO. 20-114** **DUE DATE: OCTOBER 1, 2020**

**EL PASO COUNTY**

**CONTRACTS & PROCUREMENT DIVISION**

**STATEMENT OF ANTICIPATED SUBCONTRACTORS**

**FOR**

**CONSTRUCTION OF FALCON REGIONAL PARK PHASE 2**

|  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **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** | | |
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**IFB NO. 20-114 DUE DATE: OCTOBER 1, 2020**

**EL PASO COUNTY**

**CONTRACTS & PROCUREMENT DIVISION**

**NON-COLLUSION AFFIDAVIT**

**CONSTRUCTION OF FALCON REGIONAL PARK PHASE 2**

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

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

1. Representative is the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Owner, partner, officer, representative or agent) of (name of firm)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ who is submitting the attached bid.
2. Representative is fully informed respecting the preparation and contents of the bid and of all pertinent circumstance respecting such bid;
3. Such information provided as a response to **IFB NO.** **20-114** is genuine and not collusive;
4. No representative(s) or any of the officer(s), partner(s), owner(s), agent(s), employee(s) or party(s) in interest, including this affidavit, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other company, firm or person replying to this IFB to submit information that is collusive or a sham in connection with such contract or has any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other company, firm or person to fix any overhead, profit or cost element of the submitted proposed price or the proposed price of any other company/firm submitting a bid, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against El Paso County or any person interested in the proposed contract; and
5. The price(s) quoted in the attached bid is fair and proper and not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the company or firm submitting a bid or any of its agent(s), owner(s), representative(s), employee(s), or party(s) in interest, including this affidavit.
6. Signed:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**B. Subscribed and sworn to before me this \_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2020.**

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