|  |  |  |  |
| --- | --- | --- | --- |
| A close up of a logo  Description automatically generated | | | |
| **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 |
|  | | | |

**INVITATION FOR BIDS**

**IFB NO. 20-107**

Best-value bids for the **Touch-Free Park Restroom Conversions** for the El Paso County Community Services Department, Park Operations 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, August 20, 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 the CARES Act.

There is no pre-bid meeting scheduled for this Invitation for Bids (IFB).

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 2:00 PM (MT), Wednesday, August 5, 2020, in writing by email.**

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

**PLEASE USE THE ROCKY MOUNTAIN E-PROCUREMENT WEBSITE &** **LOG ONTO**

**www.rockymountainbidsystem.com** **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

**PUBLICATION DATES:**

**Fountain Valley News:**

**July 22, 2020**

**July 29, 2020**

|  |  |  |
| --- | --- | --- |
| **IFB NO.: 20-107** |  | **DUED DUE DATE: AUGUST 20, 2020** |

EL PASO COUNTY

CONTRACTS & PROCUREMENT DIVISION

**RESPONSE CHECKLIST**

**IFB NO. 20-107**

**TOUCH-FREE PARK RESTROOM CONVERSIONS**

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 Bid (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 IN THE ORDER LISTED BELOW:**

|  |  |
| --- | --- |
|  | Response Checklist |
|  | Addendum(s) Acknowledged (If Applicable) |
|  | Bid Bond (5%) |
|  | Bid Form |
|  | Work Plan and Schedule |
|  | Qualification Statement |
|  | Non-Collusion Affidavit |
|  | Declaration Form |
|  | Copies of General/Vehicle Liability Insurance and Worker’s Compensation Certificates |
|  | Exceptions (if any) |

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

|  |  |
| --- | --- |
| **COMPANY NAME:** | **PHONE NUMBER:** |
|  |  |
| **STREET ADDRESS:** | **FAX:** |
|  |  |
| **CITY, STATE, ZIP:** | **Email:** |
|  |  |
| **AUTHORIZED REPRESENTATIVE NAME (PRINT**): | **TITLE:** |
|  |  |
| **AUTHORIZED REPRESENTATIVE SIGNATURE:** | **DATE:** |

|  |  |  |
| --- | --- | --- |
| **IFB NO. 20-107** |  | **DUED DUE DATE: AUGUST 20, 2020** |

EL PASO COUNTY

CONTRACTS & PROCUREMENT DIVISION

**GENERAL SPECIFICATIONS**

**for**

**TOUCH-FREE PARK RESTROOM CONVERSIONS**

**I. GENERAL INFORMATION**

1. **BACKGROUND / OBJECTIVE**

The El Paso County Parks is a system of twenty-seven (27) Parks, Trails, Open Spaces and Facilities located across the entirety of El Paso County. Many of these locations offer hydration stations and restroom facilities. In response to COVID-19, El Paso County Parks (County) is seeking to convert all toilets, urinals, faucets, hand dryers and hydration stations to touch-free, sensor-operated systems, as well as install auto timer door locks to restroom doors.

All fixtures and systems will be ADA compliant and subject to any applicable codes and regulations.

The CARES (Coronavirus Aid, Relief, and Economic Security) Act established the Coronavirus Relief Fund and appropriated funding to the Fund for state and local government relief. The County received a direct allocation of federal funds from the CARES Act in order to cover necessary expenditures incurred due to the public health emergency with respect to the Coronavirus (COVID-19).

1. **IFB TIMETABLE**

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

|  |  |
| --- | --- |
| IFB NOTICE ADVERTISED | July 22 and 29, 2020 |
| PRE-BID MEETING | NA |
| FINAL IFB QUESTIONS DUE | 2:00 PM (MT), Wednesday, August 5, 2020 |
| **BID DUE DATE** | **2:00 PM (MT), Thursday, August 20, 2020** |
| *BID REVIEW* | *Week of August 24, 2020* |
| *RECOMMENDATION OF AWARD TO BOCC* | *TBD (early September)* |
| *NOTICE TO PROCEED* | *TBD (mid-September)* |

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

1. **COMMENCEMENT AND COMPLETION OF WORK**

Work shall only begin upon issue of Notice to Proceed by the El Paso County Contracts & Procurement Division and as directed by the County Project Manager. Time is of the essence. The entire Scope of Work must be completed and invoiced by the selected Contractor by **12/12/2020.**

**II.** **SCOPE OF WORK**

The scope of this project includes the removal, replacement or modification of a total of seventy-eight (78) flush toilets, twenty-nine (29) flush urinals, eighty-three (83) faucets, twenty (20) hand dryers and twenty-one(21) hydration stations to touch-free, sensor-operated systems. Eleven (11) pairs of doors will require auto-timer door locks installed.

Vandal/tamper resistant fixtures are preferred, as well as an attempt to standardize fixtures throughout the County. County preferred fixtures are per Attachment 3. Equal or better alternative fixtures and locks will be considered. Must include make, model and spec sheet.

1. **PARK FACILITIES**
2. **North District** facilities are in the Palmer Lake, Monument and Black Forest areas. Conversion will include nine (9) flush toilets, three (3) flush urinals, fourteen (14) faucets and ten (10) hand dryers. Seven (7) drinking fountains to be converted to touch-free water bottle filling stations. Seven (7) pairs of doors will require auto-timer door locks installed.

1. **South District** facilities are in the Fountain, Widefield and Stratmoor areas. Conversion will include thirteen (13) flush toilets, four (4) flush urinals, fifteen (15) faucets and six (6) hand dryers. Three (3) drinking fountains to be converted to touch-free water bottle filling stations. Two (2) pairs of doors will require auto-timer door locks installed.
2. **Central District** facilities are in the West Side of Colorado Springs. Conversion will include seventeen (17) flush toilets, three (3) flush urinals, fourteen (14) faucets and four (4) hand dryers. Four (4) drinking fountains to be converted to touch-free water bottle filling stations. One (1) pair of doors will require auto-timer door locks installed.
3. **East District** facilitiesare in the Falcon, Peyton and Calhan areas. Conversion will include forty (40) flush toilets, nineteen (19) flush urinals and forty (40) faucets. Seven (7) drinking fountains to be converted to touch-free water bottle filling stations. Two (2) pairs of doors will require auto-timer door locks installed.
4. **Locations:** Park facility locations and fixture quantity breakdown per Attachment 1.
5. **CONTRACTOR RESPONSIBILITIES**
6. **Licenses & Permits:** The Contractor must have or obtain all necessary licenses and permits required before commencing the Work.
7. **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.
8. **Labor:** The Contractor shall conform to all the provisions of the Federal, State, and Local laws and regulations relating to labor.
9. **Construction Requirements:** After the 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.
10. **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.
11. **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).
12. **Inspections:** Quality control (QC) is the Contractor’s responsibility and will be checked by a County Inspector.
13. **Utilities:** Impact to utilities is not anticipated, however,the Contractor shall coordinate all utility removals, resets, adjustments, or other work as necessary to construct the Project and maintain utility service with each affected utility company.
14. **Work Plan and Schedule:** Contractor shall maintain a detailed work plan and schedule for all project locations. The schedule shall be developed in sufficient detail to track, at a minimum, all project tasking reflected in the scope of work. An updated master schedule along with a narrative progress report detailing status of tasks, and key issues, shall be provided to the County Project Manager with the monthly invoice at the end of each month for the project duration.
15. **Signage:** Contractor shall post highly visible signs warning park facility users of restroom closure or construction activities. Contractor to minimize restroom facilities’ down time.
16. **COVID-19:** Contractor shall comply with 2020 COVID-19 Colorado Construction Guidance

**C.**  **OTHER GENERAL REQUIREMENTS**

1. **Work Hours**: Day time work hours will be M-F, 7:30 AM-5:00 PM, unless otherwise approved by the County Project Manager.
2. **Pre-Construction Conference:** Prior to work commencing on the Project, a Pre-Construction Conference will be held with the County Project Manager. Location and method TBD. It is anticipated that the Notice to Proceed shall be issued by the Contracts & Procurement Division prior to the date of the Pre-Construction Conference.
3. **Meetings:** The Contractor shall coordinate weekly status meetings with the Contractor / County Project Manager at a mutually agreed location or means.
4. **PROJECT MANAGEMENT**
5. 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.
6. 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.
7. 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. Key personnel proposed must stay with the project until completion.
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. **EMERGENCY CANCELLATION OF CONTRACT / AGREEMENT**
13. 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 Contracts and Procurement Division.
14. 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.
15. **RETAINAGE, PAYMENTS, ACCEPTANCE, AND FINAL PAYMENT**
16. 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.
17. 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.
18. 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.
19. 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.
20. 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 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.
21. 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 Net30 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)

**III.**  **IFB GENERAL INFORMATION, PROCESSES AND SUBMISSION REQUIREMENTS**

1. **PRE-BID CONFERENCE**

There is no pre-bid conference for this IFB.

1. **INQUIRIES**

All questions shall be submitted in writing via email to David Carey, CPPB, Procurement Specialist, [davidcarey@elpasoco.com](mailto:davidcarey@elpasoco.com) **All final questions are due no later than 2:00 PM (MT) Wednesday, August 5, 2020.** Do not contact any other individual regarding this solicitation.

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

1. **BID RESPONSE REQUIREMENTS**

A bid shall contain the following information in the order listed:

1. Response Checklist.
2. Each Addendum acknowledgement signed for each addendum issued. The Addendum content does not need to be attached, just the acknowledgement page.
3. Bid Bond (5%).
4. Bid Form.
5. Work Plan and Schedule
   1. 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.
   2. Provide overall project approach.
   3. Address each item under Scope of Work section.
   4. Provide project timeline.
   5. Provide fixture and lock list that includes make and model being proposed.
6. Qualification Statement.
7. Non-Collusion Affidavit.
8. Declaration Form.
9. Copies of requested insurance certificates.
10. Any exceptions to the requirements in this document or standard contract attached.
    1. Please clearly indicate your exceptions with a requirement number or a contract paragraph number. If none, state none.
    2. Also include in this section, any additional terms and agreements you may require the County to sign should you receive the contract.
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, August 20, 2020**, with copy to [normaingalls@elpasoco.com](mailto:normaingalls@elpasoco.com).  It is recommended that the bids are emailed prior to this date so an alternate plan can be made if there are issues. County is not responsible for IT issues on either side. The Bid Opening for IFB 20-107 will take place VIA TELECONFERENCE utilizing the call-in information below:

Participant-guest login:

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

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

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

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

Bids shall be signed by an authorized representative of the bidder. Failure to submit the information requested may result in the El Paso County Contracts & Procurement Division requiring prompt submission of missing information and/or giving a lower evaluation of the bid. The Contracts & Procurement Division may reject bids which are substantially incomplete or lack key information.

By submitting a bid, you represent that you have (1) thoroughly examined and become familiar with the scope of work outlined in this IFB, and (2) are capable of performing quality work to achieve the County’s objectives.

A bid 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.

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 bids 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 bids on contracts by El Paso County, Colorado or the State of Colorado.

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. **The following criteria will be used at minimum for the best-value award:**

1. Ability of the firm to meet or exceed the requirements
2. Work Plan and Schedule
3. Bid responsiveness: Completeness of and compliance with IFB specifications & requirements
4. Bid quality: Completeness & clarity of organization’s bid to provide services.
5. Bidder's relevant experience in jobs of similar scope and complexity.
6. Past performance and references.
7. Price
8. Any exception submitted
9. **BID AWARD**

Issuance of this IFB and receipt of bids does not commit the County to award a contract. The County reserves the right to postpone opening, to accept or reject any or all bids received in response to this IFB, or to negotiate with other than the highest ranked bidder should negotiations with the highest ranked bidder be terminated, or to cancel all or any part of this IFB.

Any contract awarded between the County and the Contractor will consist of a Services Contract (a copy of which is included in this IFB package) signed by both parties, this IFB and any addenda, the submitted bid, all negotiation documents, the resulting Purchase Order, and original certificates of insurance.

If bidder does not agree with any terms or conditions of the County’s standard Contract or any items in this document, the bidder must present its exceptions with its bid. If no concerns are expressed by bidder, the County shall consider that all terms and conditions of the standard contract will control. El Paso County reserves the right to reject bids based upon exceptions to its standard contract terms and conditions.

1. **TERM OF CONTRACT**

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

1. **INSURANCE REQUIREMENTS**

For bid purposes, bidders must submit copies of its certificates of insurance for auto, general liability and workers compensation. The Contractor must provide original certificates prior to commencing services, at its own expense, naming El Paso County 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. See attached Insurance Checklist for required insurance and limits for this solicitation.

1. **SINGLE BID RECEIVED**

If a single bid is received, the County shall require the single bidder to provide a complete cost breakdown and perform a cost analysis of the proposed price and negotiate profit separately. If the County determines that the price is not fair and reasonable and re-solicitation would likely be futile, negotiations may be entered with the single bidder.

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

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

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

1. **ATTACHMENTS**
2. Park Facility Locations and Fixture Quantities
3. El Paso County Parks Map
4. County Preferred Touch-Free Fixtures and Locks
5. Bid Form
6. Instructions for Submitting Bids
7. County Construction Contract
8. General Conditions to Construction Contract
9. Insurance Checklist
10. CARES Act Provisions
11. 2020 Covid-19 Colorado Construction Guidance

All questions regarding this IFB should be directed to David Carey, 719-520-7120, or email to [davidcarey@elpasoco.com](mailto:davidcarey@elpasoco.com)

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

**IFB NO. 20-107 DUE DATE: AUGUST 20, 2020**

**EL PASO COUNTY**

**CONTRACTS & PROCUREMENT DIVISION**

**QUALIFICATION STATEMENT**

**For**

**TOUCH-FREE PARK RESTROOM CONVERSIONS**

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.** | | | | | | | | |

**IFB No. 20-107 DUE DATE: AUGUST 20, 2020**

**EL PASO COUNTY**

**CONTRACTS AND PROCUREMENT DIVISION**

**DECLARATION FORM**

**FOR**

**TOUCH-FREE PARK RESTROOM CONVERSIONS**

TO: EL PASO COUNTY

COLORADO SPRINGS, CO

SIR:

I have examined the specifications for the proposed work.

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

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

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

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

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

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

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

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

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

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

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

**IFB NO. 20-107 DUE DATE: AUGUST 20, 2020**

**EL PASO COUNTY**

**CONTRACTS & PROCUREMENT DIVISION**

**NON-COLLUSION AFFIDAVIT**

**TOUCH-FREE PARK RESTROOM CONVERSIONS**

|  |  |  |
| --- | --- | --- |
| **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.** **20-107** 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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2019.**

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