

EL PASO  **COUNTY**
COLORADO

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FINANCIAL SERVICES DEPARTMENT
TRACI GORMAN, CPPO, CPPB – CONTRACTS & PROCUREMENT DIVISION MANAGER

INVITATION FOR BIDS
IFB NO. 22-028
KITCHEN HOOD UPGRADE PROJECT

Sealed best-value bids for the **Kitchen Hood Upgrade Project** in the Officers Dining Room at the Criminal Justice Center for the El Paso County Sheriff's Office (sometimes hereinafter referred to as EPSO) will be received by the El Paso County Contracts & Procurement Division, 15 E. Vermijo Avenue, Colorado Springs, CO 80903, via electronic submission to **Bidnetdirect.com** by no later than **2:30 PM (MT), Wednesday, March 16, 2022** at which time they will be publicly opened (VIA TELECONFERENCE) and read aloud.

A Mandatory Pre-bid site visit/job-walk through will be held **11:00 AM (MT) on Thursday, February 17, 2022, at the Criminal Justice Center, 2739 E. Las Vegas, Colorado Springs, CO 80906**. Vendors should attend with no more than two (2) representatives. The job site and areas that will be reviewed is high security and all vendors shall be escorted and may be subject to search. When attending the Pre-Bid Conference, the attendee should bring his/her business card. **All attendees must comply with current CDC, state of Colorado, and local COVID-19 guidance. Masks are encouraged.**

Any questions regarding this Invitation for Bids (IFB) should be submitted via www.bidnetdirect.com. **Final questions are due no later than 4:00 PM (MT), Thursday, February 24, 2021.**

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

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/ TRACI GORMAN, CPPO, CPPB
CONTRACTS AND PROCUREMENT MANAGER

PUBLICATION DATES:

BidNet:
February 9, 2022

**EL PASO COUNTY
CONTRACTS AND PROCUREMENT DIVISION**

**RESPONSE CHECKLIST
FOR
KITCHEN HOOD UPGRADE PROJECT**

The Bidder's attention is especially called to the items listed below, which must be submitted in full as part of the bid. Failure to submit any of the documents listed below as a part of your bid, or failure to acknowledge any addendum in writing with your bid, or submitting a bid on any condition, limitation, or provision not officially invited in this Invitation for Bids (IFB) may be cause for rejection of the bid.

The Bidder shall check each box indicating compliance.

THIS CHECKLIST MUST BE SUBMITTED AS PART OF YOUR BID PACKAGE

	Response Checklist
	Addendum(s) Acknowledgement (if applicable)
	Bid Bond (5%)
	Bid Form
	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)

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

**EL PASO COUNTY
CONTRACTS & PROCUREMENT DIVISION**

**GENERAL SPECIFICATIONS
FOR
KITCHEN HOOD UPGRADE PROJECT**

I. GENERAL INFORMATION

A. BACKGROUND

El Paso County (County) is requesting written best-value bids from qualified, experienced contractors to furnish all labor, materials and resources and permits necessary to provide and install a new kitchen hood, grease duct, fire suppression, and make-up air unit in the Officers Dining Room (ODR) at the El Paso County Criminal Justice Center (CJC) located at 2739 E. Las Vegas Street, Colorado Springs, CO 80906. The work includes a roof cut and repair, providing gas and electric connections, controls and any structural reinforcement to complete a turnkey project. Perform work in accordance with the attached drawings produced by 51EC, Inc.

B. IFB TIMETABLE

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

IFB NOTICE POSTED	February 9, 2022
PRE-BID MEETING	11:00 AM, Thursday, February 17, 2022
FINAL IFB QUESTIONS DUE	4:00 PM, Thursday, February 24, 2022
BID DUE DATE	2:30 PM (MT), Wednesday, March 16, 2022
<i>BID REVIEW</i>	<i>Week of March 21st</i>
<i>RECOMMENDATION OF AWARD TO BOCC</i>	<i>Week of April 4th</i>
<i>NOTICE TO PROCEED</i>	<i>April 11th</i>

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

II. SCOPE OF SERVICES / SPECIFICATIONS

The work includes, but is not limited to, the following:

A. ENGINEERING SPECIFICATIONS

1. Technical requirements have been provided in the drawings package.
2. Roof repair must be performed by Carlisle Authorized roofing applicator, **NO EXCEPTION.**
3. Include air side Testing, adjusting, and balancing (TAB) after controls and manufacture start-up.
4. Tie-in to existing Direct Digital Controls (DDC) system and fire alarm system. Include controls pricing.
5. Include kitchen hood fire suppression, duct wrap, interlock controls, fire alarm, fire sprinkler pipe (as required)

B. GENERAL SPECIFICATIONS

1. Provide all labor, materials, equipment, to complete a turn-key project.
2. Remove, haul away and dispose of all materials.
3. Subcontractor work: Include cost for electrical, roofer, gas fitter, controls contractor, and crane.

4. Contractor shall agree to the terms and conditions set forth by the El Paso County Sheriff's Office. Rules and procedures will be explained at walk-through.

C. GENERAL PROVISIONS/CONTRACTOR RESPONSIBILITIES

1. **Work Hours:** Work hours will be M-F (except County holidays), 7:30 AM-4:30 PM, unless otherwise approved by the County Project Manager. All workers shall be checked in and out together at the start and end of the workday.
2. **Criminal Justice Center (CJC) Access:** Work crew shall be escorted to and from assigned wards by appointed CJC staff. Working crew shall not at any time while on the job site, interact with inmates, and shall always follow established safety procedures. On workday one, all employees shall receive a safety brief given by a member of the CJC staff.
3. **Tools:** All tools shall be checked in and out by the job site Foreman, and verified by appointed CJC staff, or Facilities Maintenance personnel. Contractor(s) shall be responsible to provide an accurate tool inventory sheet of all tools to be used each day prior to the start and end of each workday to CJC staff at the front desk when entering the CJC each day.
4. **Background Checks:** Contractor(s) shall provide workers capable of passing a background check and providing proof of eligibility to work in the United States. A Criminal Justice Information Services (CJIS) Vendor Management Program certification is required. This program is part of the fingerprinting and background check requirement. All fingerprinting and background checks MUST be completed on employees before the start of services. This program is designed to make it easier for a vendor to meet CJIS Security Policy Standards. The Contractor shall enroll in said program prior to entering County Facilities. CJIS certificates of Contractor personnel performing services pursuant to this IFB shall be given to the County Representative prior to start of services for approval. Contractor's bid should consider and include the price for the CJIS search and certificate required for their employees. CJIS price is \$39.50 per participating employee.
5. **Equipment:** Contractor(s) responsible for any necessary equipment.
6. **Licenses & Permits:** The Contractor(s) shall be responsible to have or obtain all necessary licenses and permits required before commencing the Work as well as all inspections by PPRBD.
7. **Building Code:** Completed work shall be compliant with all relevant Pikes Peak Regional Building Department (PPRBD) code requirements if applicable
8. **Kickoff Meeting:** Prior to work commencing on the Project, a Kickoff Meeting will be held with the El Paso County Project Manager. It is anticipated that the Notice to Proceed shall be issued by the Contracts & Procurement Division prior to the date of the Kickoff Meeting.
9. **Measurements:** Contractor(s) shall field verify all measurements and size estimates prior to starting project.
10. **Labor:** The Contractor shall conform to all the provisions of the Federal, State, and Local laws and regulations relating to labor.
11. **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.

- 12. Character of Workers, Methods, & Equipment:** The Contractor shall, at all times, employ sufficient labor and equipment to properly perform the Work per this solicitation. Contractor(s) shall provide workers capable of passing a background check and providing proof of eligibility to work in the United States. Contractor shall provide information of proof of eligibility to work in the United States within three (3) working days after contract has been awarded. Driver's license and social security numbers for all works assigned to this project shall be provided. All workers shall have sufficient skill and experience to properly perform the Work assigned them. All equipment, which is proposed to be used on the Work, shall be of sufficient size and in such mechanical conditions as to meet the requirement of the Work. If in the opinion of the EPSO, employees and/or a certain type of equipment are not producing the Work required by the contract, the Contractor shall discontinue the use of said employees and/or equipment, when notified in writing.
- 13. 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).
- 14. MSDS Sheets:** Contractor(s) shall be responsible to provide and maintain in their possession all MSDS data sheets on all materials used while working on this project.
- 15. Site Clean-Up:** Contractor(s) responsible for supplying dumpsters, removal and disposal of trash and waste, daily clean-up of job site.
- 16. Project Management:** The Contractor shall identify a project manager who will work directly for and support the County Project Manager in the management and administration of the project. The Contractor's project manager shall be responsive daily Monday through Friday throughout the project. The Contractor shall also identify an assistant project manager capable of filling in for the project manager in the event that the project manager is not available due to travel, illness, or other event that will be longer than one week in length. The County Project Manager will be the primary point of contact for the County, however daily coordination and communications shall occur between the Contractor and the Project Inspector.
- 17. COVID-19:** Contractor shall comply with current CDC, state of Colorado, and local COVID-19 guidance.

E. UNACCEPTABLE AND UNAUTHORIZED WORK

1. The Contractor(s) shall be required to maintain rigid control of all materials which must comply with the specifications as stated. All materials not conforming to the requirements of the specifications at the time they are used shall be considered unacceptable.
2. Unacceptable work, whether the result of poor workmanship, use of unacceptable materials, or damage through carelessness or any other cause found to exist prior to the final acceptance of the work, shall be remedied immediately by Contractor and corrected to an acceptable manner as determined by the County and at no additional cost to the County.

F. EMERGENCY CANCELLATION OF CONTRACT/AGREEMENT

1. In the event a national emergency crisis exists or arises, creating a shortage of materials, labor, and equipment, and such crisis will probably continue for an unreasonable length of time resulting in the Contractor's inability to continue with construction, the County may cancel, without default, such contract wholly or in part, with appropriate written notice. In the event of an emergency arising in El Paso County, to such an extent that budgeted monies will have to be used for other more pressing purposes, the County may cancel the contract, per the provisions of the contract, without defaulting on the contract. Such Notice of Cancellation shall be processed through the County Contracts & Procurement Division.
2. The Contractor will be paid for the amount of Work completed and materials used under the contract to the date of cancellation of said contract, for all Work deemed acceptable to the County. The Contractor will also be paid for materials obtained for the Project but not incorporated in the Work performed, said materials becoming the property of El Paso County, with the Contractor executing and

delivering titles for said materials to the County representative. Settlement for the Work performed shall not relieve the Contractor or its surety from responsibility for defective work and/or materials on the completed portion of the Work.

G. RETAINAGE, PAYMENTS, ACCEPTANCE, AND FINAL PAYMENT

1. Partial payment will be made no more frequently than once a month, for Work satisfactorily completed, and accepted by the County Project Manager, as the Work progresses. Said payments will be based upon an invoice submitted by the Contractor, and if necessary, a written estimate prepared by the County's Inspector of the value of Work performed and materials furnished and placed in accordance with the contract. The invoice shall reference the appropriate Purchase Order number, a detailed description of the Work performed including location(s), quantities, unit prices and extended prices. The County shall retain 5% of the amount estimated as payable, exclusive of mobilization and payments for materials on hand, to a maximum of 5% of the original contract amount, until successful completion and acceptance by the County of the entire contracted Work. The County Project Manager will approve and process payment requests. Then the balance less all previous payments shall be paid after appropriate Notice of Final Payment has been published by the County Contracts & Procurement Division.
2. Prior to acceptance by the County of the Project as fully completed, the Contractor shall clean areas wherein the construction equipment was parked; shall clear all the areas within the rights of way of all unnatural rubbish, excess materials; and will leave these areas in a condition acceptable to the County.
3. Upon notice from the Contractor of presumptive completion of the entire contracted Work, the County Project Manager will inspect. If all the Work provided per the contract is found to have been satisfactorily completed, the County Project Manager will make final acceptance and shall notify the Contractor in writing of this acceptance. The Project Manager will submit a Notice of Substantial Completion to the Contracts & Procurement Division, from which a Notice of Final Payment will be published by Contracts & Procurement. Retainage cannot be released, nor final payment made prior to the release date listed in the Notice of Final Payment.

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.

4. The County reserves the right to withhold payment wherein the service claimed on the invoice is not, in the County's sole opinion, satisfactory or cannot be adequately verified by the County. If the County must supply services and/or contract with another vendor for the services contracted hereunder, due to Contractor's inability to perform as required, the costs associated with such services shall be charged back to the Contractor.
5. 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 days after receipt of and approval of an acceptable 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. BID PROCESS REQUIREMENTS

A. PRE-BID MEETING:

A **mandatory** Prebid site visit/job walk through will be held at **10:00 AM (MT) on Thursday, February 17, 2022, at the Criminal Justice Center, 2739 E. Las Vegas, Colorado Springs, CO 80906**. The conference attendee shall be an agent of the bidder, familiar and involved in the bidder's work and the bid process. When attending the Prebid Conference, the attendee should bring his/her business card. Due to space limitations, vendors should attend with no more than two (2) representatives. The buildings and job sites that will be reviewed are high security and all vendors shall be escorted and subject to search and must pass through metal detectors. **All attendees must comply with current CDC, state of Colorado, and local COVID-19 guidance. Masks are encouraged.**

B. INQUIRIES:

All questions must be submitted by **Thursday, February 24, 2022, at 4:00 PM (MT) via Rocky Mountain E-Purchasing System**. As appropriate, questions submitted in writing shall be answered and published in an addendum(s) on www.bidnetdirect.com .

Bidders finding fault in the specifications contained in this IFB should notify the Procurement Specialist named below by the final questions due date and time listed above.

The contact for this Invitation for Bids (IFB) is David Carey, CPPB, Procurement Specialist, davidcarey@elpasoco.com or 719.520.7120. Do not contact any other individual regarding this solicitation. The individual listed above is the only representative of the County with authority to provide any information, clarification, or interpretation regarding the plans, specifications, and any other contract documents or requirements. Do not contact any other individual regarding this IFB.

C. IFB DOCUMENT REQUIREMENTS

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

1. Response Checklist.
2. Addendum Acknowledgement, if applicable.
1. Bid Bond (5%) **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.
- 3.
4. Bid Form.
5. Work Plan and Schedule: Describe/show how the Bidder plans to schedule the work by task from Notice to Proceed through project completion.
6. Key Personnel: List of key personnel with name, title, and scope of their work for each applicable task (multiple people may be named for each position for bidding purposes).
7. Copies of General Liability Insurance and Worker's Compensation Certificates.
8. Qualification Statement, using attached form.
9. Statement of Anticipated Subcontractors, using attached form.
10. Non-Collusion Affidavit, using attached form.
11. Declaration Form, using attached form.
12. References: Bidders must provide customer references on or with the Qualification Statement Form included in this IFB. These forms shall serve the purpose of determining whether a bidder is responsive, responsible, and able to perform the Work required in the time frame allowed.
13. Exceptions: Explain any exceptions you have with this document and/or the County's standard contract. If none are expressed, the County will interpret as no exceptions.

D. BID SUBMISSION

El Paso County will only accept electronic bid responses submitted through the Rocky Mountain E-Purchasing System **by no later than 1:30 PM (MT), Wednesday, March 16, 2022**. The bid opening for IFB No. 22-028 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

The original Offer must be received before the due date and time through an electronic package transmitted through the Rocky Mountain E-Purchasing System. **The Contractor is responsible for ensuring its bid is received by the due date and time outlined in the solicitation document.**

The Bidder is prohibited from submitting multiple bids in a different form (i.e., as a prime contractor and as a sub-contractor to another prime contractor). Submittal of multiple bids in different form may result in the disqualification of all Bidders associated with a multiple bid.

Should any such prohibited action stated above in this section be detected any time during the term of the contract, such action shall be considered a material breach and grounds for Contract termination.

By submitting their bid, the Bidder certifies that they are not currently debarred from submitting bids or proposals for contracts by any agency of El Paso County, Colorado and/or the State of Colorado, nor are they an agent of any person or entity that is currently debarred from submitting bids or proposals on contracts by El Paso County, Colorado or the State of Colorado.

Also, that the Bidder represents that it has:

1. Thoroughly examined and become familiar with the scope of work outlined in this IFB
2. Is capable of performing quality work to achieve the County's objectives

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

E. INSURANCE REQUIREMENTS

For bid purposes, bidders may submit specimen copies of certificates of insurance for general liability and Workers' Compensation, as referenced on the Response Checklist. Upon receipt of Notice of Award, the successful Bidder shall submit original certificates for Comprehensive General Liability; Automobile Liability; Worker Compensation and any specialized liability required by the nature of the Work and as stated in the Insurance Checklist – Appendix C of this IFB. COIs shall name the Board of County Commissioners, El Paso County, CO as an additional insured and certificate holder, and shall include a thirty (30) day cancellation notice and maintain such coverage for the duration of the Bid Award/Contract.

F. BONDS

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. The successful Contractor will be required to furnish 100% Performance and Payment Bonds.

G. BEST VALUE BID EVALUATION CRITERIA

The County reserves the right to award to other than low bidder should it be in our best interests to do so. Additional information may be requested from any bidder for clarification purposes. These requests may be made prior to, during or after the bid evaluation, but in no way will change the original submitted bid. Bids will be evaluated for best-value award based on the following criteria:

1. Completeness of bid and compliance to the IFB specifications & requirements.
2. Bidder's relevant experience in jobs of similar scope and complexity.
3. Experience & Qualifications of key personnel assigned to this project.
4. References and Past Performance.
5. Work Plan and Schedule.
6. Pricing.
7. Any exceptions submitted.

H. 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 firm will consist of a Services Contract (a copy of which is included in this IFB package) signed by both the parties, this IFB and any addendums, the submitted bid, the resulting Purchasing Order, and original certificates of insurance

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.

I. TERM OF CONTRACT

The term of the contract will be from date of award through Project completion. Approximately April 4, 2022, through August 4, 2022

J. ATTACHMENTS

1. Mechanical Drawings
2. Engineer Report
3. Bid Form
4. Instructions for Submitting Construction Bids
5. County Construction Contract
6. General Conditions to the Construction Contract
7. Insurance Checklist

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.

David Carey

David Carey, CPPB
Procurement Specialist

EL PASO COUNTY
CONTRACTS & PROCUREMENT DIVISION

QUALIFICATION STATEMENT
For
KITCHEN HOOD UPGRADE PROJECT

This statement will provide information which will enable the County to evaluate the qualifications of your firm and staff regarding the requirements of this Invitation for Bids (IFB). **Please complete this form in its entirety and submit it along with the other required bid documents.** If there is not enough room on the form to answer the questions, attach additional pages as necessary. If additional information is provided on a separate sheet for any of these items, clearly specify where it can be located in your submittal package.

(PRINT or TYPE)

FIRM NAME: _____

ADDRESS: _____

CITY STATE ZIP: _____

AUTHORIZED REPRESENTATIVE NAME: _____

AUTHORIZED REPRESENTATIVE TITLE: _____

**AUTHORIZED REPRESENTATIVE
SIGNATURE (sign here):**

PHONE: _____ FAX: _____ EMAIL: _____

1. TYPE OF BUSINESS

CORPORATION INDIVIDUAL
PARTNERSHIP JOINT VENTURE
OTHER: _____

2. TYPE OF LICENSE & LOCATION

3. CONTRACTOR CLASSIFICATION

GENERAL CONTRACTOR ELECTRICAL CONTRACTOR
 PLUMBING CONTRACTOR HVAC CONTRACTOR
 ROOFING CONTRACTOR ASBESTOS REMOVAL
 OTHER (PLEASE SPECIFY): _____

4. NUMBER OF YEARS IN BUSINESS: _____

5. ON A SEPARATE SHEET PROVIDE A BRIEF HISTORY OF YOUR FIRM, STAFF SIZE AND EXPERIENCE. SUBMIT A RESUME FOR THE PROJECT MANAGER AND EACH KEY PERSONNEL ASSIGNED TO THIS PROJECT.

6. WHAT OTHER NAME(S) HAS YOUR COMPANY OPERATED UNDER:

7. HAVE YOU OR YOUR FIRM EVER FAILED TO COMPLETE ANY WORK AWARDED TO YOU?
YES NO IF "YES", EXPLAIN:

8. HAS ANY OFFICER OR PARTNER OF YOUR ORGANIZATION EVER BEEN AN OFFICER OR PARTNER OF ANOTHER ORGANIZATION THAT FAILED TO COMPLETE A CONSTRUCTION CONTRACT WITHIN THE LAST FIVE (5) YEARS? YES NO IF "YES", EXPLAIN:

9. HAS YOUR FIRM OR ANY PARTNERS OR OFFICERS EVER BEEN INVOLVED IN ANY BANKRUPTCY ACTION? YES NO IF "YES", EXPLAIN:

10. ARE YOU PRESENTLY INVOLVED IN ANY LITIGATION WITH AN OWNER OR OTHER GOVERNMENT AGENCY? YES NO IF "YES", EXPLAIN TYPE, KIND, PLAINTIFF, DEFENDANT, ETC., AND STATE THE CURRENT STATUS (attach pages if necessary):

11. BANK REFERENCE: _____
ADDRESS: _____
CONTACT: _____ **PHONE:** _____

12. LIST THREE (3) SIMILAR PROJECTS (LOCAL OR STATE-WIDE) FROM LAST FIVE (5) YEARS. INCLUDE LOCATION OF PROJECT; CONTACT NAME, ADDRESS, PHONE NUMBER; SIZE OF PROJECT (CONTRACT AMOUNT):
NOTE: DETAILED INFORMATION ON THESE PROJECTS MAY ALSO BE REQUESTED IN THE IFB PACKAGE.

1. _____

2. _____

3. _____

13. LIST CURRENT SIMILAR PROJECTS (LOCAL OR STATE-WIDE) UNDER CONTRACT- INCLUDE LOCATION OF PROJECT, CONTACT NAME, ADDRESS, TELEPHONE NUMBER, SIZE OF PROJECT (CONTRACT AMOUNT). NOTE: DETAILED INFORMATION ON THESE PROJECTS MAY ALSO BE REQUESTED IN THE IFB PACKAGE.

1. _____

2. _____

3. _____

14. LIST OF SUB-CONTRACTORS TO BE USED FOR THIS PROJECT:
(INCLUDE NAME, ADDRESS, TELEPHONE NUMBER, TYPE OF WORK, PERCENTAGE OF THE WORK)

1. _____

2. _____

3. _____

4. _____

5. _____

15. LIST OF MATERIAL SUPPLIERS TO BE USED FOR THIS PROJECT:
(INCLUDE NAME, ADDRESS, TELEPHONE NUMBER, TYPE OF MATERIAL)

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____

16. BONDING COMPANY AND AGENT:

NAME: _____
PHONE: _____
(A) CURRENT BONDING RATE: _____
(B) LARGEST INDIVIDUAL PROJECT BOND TO DATE: _____

17. SURETY (insurance) REFERENCE FOR LAST FIVE (5) YEARS: _____

IF ADDITIONAL INFORMATION IS PROVIDED ON A SEPARATE SHEET FOR ANY OF THESE ITEMS, CLEARLY SPECIFY WHERE IT CAN BE LOCATED IN YOUR BID PACKAGE.

The Signatory of this questionnaire guarantees the truth and accuracy of all statements herein.

1. I/We have cash and other liquid assets available for this project, independent of all other undertakings, in the amount of \$ _____.

2. Following is a list of all work I/We have under contract at the present time:

Location Of Work	Character Of Work	Total \$ Amount	% Complete	Date Of Compl

3. The proposed work has been inspected by the BIDDER's representative, _____ as follow

4. If awarded the Contract, I/We propose to carry out the work according to the following plan (attach pages if necessary):

5. I/We own and have available for the work the following equipment (attach additional pages if needed):

EQUIPMENT: (fully describe: size, condition, years of service, etc.)	LOCATED AT:	DATE AVAILABLE:

6. I/We expect to purchase the following equipment, which will reduce the available quick assets indicated in Paragraph 1 of this form by \$_____:

7. I/We expect to rent the following equipment:

8. I/We expect to sublet the following items: (If the total amount of items is more than 20% of the entire contract, the name of the sub-contractor* must be given.)

*The proposed sub-contractor must add his statement that his name has been used with his knowledge and consent, and add his proper signature to such statement.

EL PASO COUNTY
CONTRACTS AND PROCUREMENT DIVISION

DECLARATION FORM
FOR
KITCHEN HOOD UPGRADE PROJECT

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 Project Manager 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 Project Manager 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 County Project Manager 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 Project Manager 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.

EL PASO COUNTY
CONTRACTS & PROCUREMENT DIVISION

STATEMENT OF ANTICIPATED SUBCONTRACTORS
FOR
KITCHEN HOOD UPGRADE PROJECT

1. SUBCONTRACTOR'S NAME: _____
ADDRESS: _____
CONTACT NAME: _____ PHONE: _____
DESCRIPTION OF WORK: _____
ANTICIPATED SUBCONTRACTED AMOUNT \$ _____

2. SUBCONTRACTOR'S NAME _____
ADDRESS: _____
CONTACT NAME: _____ PHONE: _____
DESCRIPTION OF WORK: _____
ANTICIPATED SUBCONTRACTED AMOUNT \$ _____

3. SUBCONTRACTOR'S NAME: _____
ADDRESS: _____
CONTACT NAME: _____ PHONE: _____
DESCRIPTION OF WORK: _____
ANTICIPATED SUBCONTRACTED AMOUNT \$ _____

IF ADDITIONAL SUBCONTRACTORS ARE ANTICIPATED, LIST ON A SEPARATE PAPER AND ATTACH TO THIS DOCUMENT.

UPON REVIEW OF SUBCONTRACTOR LIST, EL PASO COUNTY RETAINS THE RIGHT TO APPROVE OR DISAPPROVE ANY SUBCONTRACTOR ON THIS LIST.

NOTE: SUBCONTRACTORS SHALL ABIDE BY THE SAME GENERAL CONDITIONS AND CONTRACT TERMS AS CONTRACTOR.

CONTRACTOR NAME

AUTHORIZED REPRESENTATIVE (PRINT) TITLE

AUTHORIZED SIGNATURE DATE

**EL PASO COUNTY
CONTRACTS & PROCUREMENT DIVISION**

**NON-COLLUSION AFFIDAVIT
KITCHEN HOOD UPGRADE PROJECT**

STATE OF _____)
) **SS**
COUNTY OF _____)

A. _____, being first duly sworn, deposes and says that:

- 1. Representative is the _____ (Owner, partner, officer, representative or agent) of (name of firm) _____ who is submitting the attached bid.
- 2. Representative is fully informed respecting the preparation and contents of the bid and of all pertinent circumstance respecting such bid;
- 3. Such information provided as a response to **IFB NO. 22-028** 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 _____, 2022.

_____)
(NOTARY PUBLIC)

My Commission Expires: _____