

**EL PASO COUNTY**  
  
**COLORADO**

COMMISSIONERS:  
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**FINANCIAL SERVICES DEPARTMENT**

**INVITATION FOR BIDS  
IFB NO.: 21-099  
ASPHALT REPLACEMENT AT 17 N. SPRUCE ST. PARKING LOT**

Sealed best-value bids for the **ASPHALT REPLACEMENT AT 17 N. SPRUCE ST. PARKING LOT** for the El Paso County Facilities & Strategic Infrastructure Management will be received by the El Paso County Contracts & Procurement Division. All bids shall be submitted electronically via Bidnetdirect.com, **by no later than 3:00 PM (MT), Thursday, August 5, 2021**, which time they will be publicly opened (VIA TELECONFERENCE) and read aloud.

A **Mandatory Pre-bid Meeting/Site Visit** will be held at **10:00 AM (MT), Friday, July 23, 2021** at the 17 N. Spruce St. Parking Lot located at 17 N. Spruce Street Colorado Springs, CO. 80905. When attending the Pre-bid meeting, please bring your business card. Only those firms attending this meeting shall be allowed to bid on this project. **All attendees must comply with COVID-19 social distancing requirements and wear a proper face mask.**

A **BID SECURITY** in the form of a certified check, cashier's check or bid bond made payable to El Paso County in the amount of 5% of your bid total must accompany your bid. Successful Contactor shall furnish a Performance Bond and labor and material Payment Bond in a form acceptable 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.

Any questions regarding this Invitation for Bids (IFB) should be directed to Mark Means, Procurement Specialist, [markmeans@elpasoco.com](mailto:markmeans@elpasoco.com) or 719-520-6489. Do not contact any other individual regarding this solicitation. **Final questions are due no later than 2:00 PM (MT), Monday, July 26, 2021. Questions should be submitted via Rocky Mountain E-Purchasing System.**

**PLEASE USE THE ROCKY MOUNTAIN E-PROCUREMENT WEBSITE & LOG ONTO [www.bidnetdirect.com](http://www.bidnetdirect.com) TO DOWNLOAD DOCUMENTS**

EL PASO COUNTY CONTRACTS & PROCUREMENT DIVISION WILL NOT BE HELD RESPONSIBLE FOR MISINFORMATION RECEIVED FROM PRIVATE PLAN HOLDERS.

**It is the responsibility of all bidders to make sure that they have obtained all solicitation documents and addendums, and to include signed copies of each addendum signature page with their bid.**

BOARD OF COUNTY COMMISSIONERS  
EL PASO COUNTY

**PUBLICATION DATES:**

**BidNet**

July 12, 2021

**Fountain Valley News**

July 14, 2021

July 21, 2021

**IFB NO.: 21-099**

**DUE DATE: August 5, 2021**

**EL PASO COUNTY  
CONTRACTS AND PROCUREMENT DIVISION**

**RESPONSE CHECKLIST  
FOR  
ASPHALT REPLACEMENT AT 17 N. SPRUCE ST. PARKING LOT**

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**

	Bid Form
	Response Checklist (included in this IFB package)
	Addendum(s) acknowledged/signed (if applicable)
	Bid Bond
	Project Plan

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

**GENERAL SPECIFICATIONS  
FOR  
ASPHALT REPLACEMENT AT 17 N. SPRUCE ST. PARKING LOT**

**I. OVERVIEW AND OBJECTIVE**

El Paso County is seeking written best-value bids from qualified, experienced contractors for removal, replacement and striping of approximately 45,085 square feet of asphalt parking surfaces at 17 N. Spruce Street, Colorado Springs, Colorado 80905.

**II. SCOPE OF SERVICE**

Contractor shall provide all material, labor, and any professional services required for the following asphalt replacement project.

**1. Asphalt Removal, Replacement, & Restriping**

- a. All concrete and asphalt paving shall meet Pikes Peak Region Asphalt Paving Specifications (PPRAPS). A copy of the Pikes Peak Region Asphalt Paving Specifications can be downloaded from: [https://coloradosprings.gov/sites/default/files/inline-images/pikes\\_peak\\_region\\_asphalt\\_paving\\_specs\\_-\\_version\\_5\\_3-20-2019.pdf](https://coloradosprings.gov/sites/default/files/inline-images/pikes_peak_region_asphalt_paving_specs_-_version_5_3-20-2019.pdf)
- b. Demolish and remove existing asphalt surface.
- c. Perform grading and sloping of existing surface to ensure appropriate water drainage and appearance per PPRAPS.
- d. Prepare the subbase for stability and compaction to support new asphalt pavement.
- e. Proof roll the subbase and make necessary repairs to ensure the surface is ready to support new asphalt paving per PPRAPS.
- f. Material in soft spots shall be removed to the depth required to provide a firm foundation and shall be replaced with material equal to, or better than, the best subgrade material on site.
- g. Add binder and surface course.
- h. Install new asphalt surface at a minimum 2-inch depth.
- i. Perform final roll of new asphalt surface.
- j. Smooth all butt-joints and transitions from new to existing asphalt and concrete surfaces.
- k. Restripe new parking spaces.

**III. CONTRACTOR RESPONSIBILITIES**

1. Contractor shall verify all estimated measurements upon contract award and prior to starting work.
2. Contractor shall provide information of proof of eligibility to work in the United States within 3 working days upon Notice-to-Proceed.

3. Contractor shall schedule and perform all work between the hours of 7:00am to 5:00pm, Monday-Friday, unless otherwise approved by the County's Project Manager. Contractor shall coordinate work schedule with County's Project Manager prior the commencement of work.
4. Contractor shall provide minimum one (1) year total coverage labor and workmanship warranty. Contractor shall provide all warranty information and documentation relevant to this project and materials used at the conclusion of the project.
5. **Licenses & Permits:** Contractor shall have or obtain all necessary permits, licenses, certifications and insurance required before commencing the work. Contractor shall be responsible to pay all costs for permits, licenses, certifications, fees, inspections and insurance which may be required to perform the work required. All costs to apply and comply with the permits shall be included in the contract and shall not be paid for separately.
6. **Pre-Construction Conference:** Prior to work commencing on the Project, a Pre-Construction Conference shall be held. It is anticipated that the Notice to Proceed shall be issued by the Contracts & Procurement Division prior to the date of the Pre-Construction Conference.
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 its representatives against any claim or liability arising from or based on the violations of any such law, ordinance, regulations, order, or decree, whether by itself or its employees.
8. **Character of Workers, Methods, & Equipment:** The Contractor shall at all times employ sufficient labor and equipment to properly and efficiently perform the Work per this solicitation. All workers shall have sufficient skill and experience to properly perform the Work assigned them. All equipment, which is proposed to be used on the Work, shall be of sufficient size and in such mechanical conditions as to meet the requirement of the Work. If in the opinion of the El Paso County, employees and/or a certain type of equipment are not producing the Work required by the contract, the Contractor shall discontinue the use of said employees and/or equipment, when notified in writing.
9. **Safety:** The Contractor shall ascertain and ensure that its personnel and subcontracted 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).  
**Project Management:** The Contractor shall identify a project manager who shall work directly for and support the County Project Manager in the management and administration of the project. The identified project manager shall have demonstrated experience implementing a minimum of five (5) stream restoration projects utilizing similar methods as to the ones outlined in the design plans. The contractor shall also commit to having the identified project manager on-site for a minimum of three (3) working days per week. The Contractor's project manager shall be responsive on a daily basis Monday through Friday throughout the project. The Contractor shall also identify an assistant project manager capable of filling in for the project manager in the event that the project manager is not available due to travel, illness, or other event that will be longer than one week in length. The County Project Manager shall be the primary point of contact for the County, however daily coordination and communications shall occur between the Contractor and the Project Inspector. Substitutions for the project manager shall not be allowed unless specified in writing by the County.
10. **Construction Work Area:** Contractor shall be responsible for supplying dumpsters; removal and disposal

of all trash and waste; and cleanup of working area at the end of each workday. Contractor shall assure that work is not done, nor equipment parked, in areas outside the construction boundaries. The Contractor shall clean areas wherein the construction equipment was placed and shall leave these areas in a condition acceptable to the County.

**11. Retainage, Payments, Acceptance, and Final Payments:**

- a. Partial payment shall be made no more frequently than once a month, for Work satisfactorily completed, and accepted by the County's Project Manager, as the Work progresses. Said payments shall be based upon an invoice submitted by the Contractor, and if necessary, a written estimate prepared by the County's Inspector of the value of Work performed and materials furnished and placed in accordance with the contract. The invoice shall reference the appropriate Purchase Order number, a detailed description of the Work performed including location(s), quantities, unit prices and extended prices. The County shall retain 5% of the amount estimated as payable, exclusive of mobilization and payments for materials on hand, to a maximum of 5% of the original contract amount, until successful completion and acceptance by the County of the entire contract Work. The County Project Manager shall 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.
- b. 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 shall leave these areas in a condition acceptable to the County.
- c. Upon notice from the Contractor of presumptive completion of the entire contracted Work, the County shall make an inspection. If all the Work provided per the contract is found to have been satisfactorily completed, the County shall make final acceptance and shall notify the Contractor in writing of this acceptance. The Department of Public Works shall submit a Notice of Substantial Completion to the Contracts & Procurement Division, from which a Notice of Final Payment shall 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.
- d. Final payment shall 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.
- e. 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 shall be charged back to the Contractor.
- f. The Contractor shall be responsible for invoicing the County. Invoices shall not reference more than one contract or purchase order. Invoices may not be submitted more frequently than once a month, and payment is Net 30 after receipt of invoice and ALL required backup documentation. ***The Contractor shall submit all listed information/documents/forms with their invoice.*** The Contractor shall submit invoices which shall contain, at a minimum, the following detailed information:

- I. Contract #
- II. Issued Purchase Order #
- III. Invoice #
- IV. Invoice date
- V. Timeframe covered by Invoice
- VI. Type and amount of labor and materials used for Invoice time period
- VII. Dollar amount in unit price, extended price, and total value of Invoice
- VIII. Invoice signed by Contractor
- IX. Subcontractor payment verification form
- X. Updated master schedule (as applicable)
- XI. Progress photos

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

#### 12. Unacceptable and Unauthorized Work:

- a. 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.
- b. 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.
- c. Upon failure on the part of the Contractor to comply with any order of the County made under the provisions of this article, the County shall 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.

#### IV. BID PROCESS REQUIREMENTS

##### 1. PRE-BID CONFERENCE

A Mandatory Pre-bid Conference/Site Visit shall be held at **10:00 AM (MT), Friday, July 23, 2021** at the 17 N. Spruce Street Parking Lot located at 17 N. Spruce Street Colorado Springs, CO. 80905. When attending the Pre-bid conference, please bring your business card. Only those firms attending this meeting shall be allowed to bid on this project. All attendees must comply with COVID-19 social distancing requirements and wear a proper face mask.

##### 2. INQUIRIES

Questions related to this Invitation for Bids (IFB) shall be directed to Mark Means, Procurement Specialist, Contracts & Procurement Division at 719-520-6489 or by e-mail to: [MarkMeans@elpasoco.com](mailto:MarkMeans@elpasoco.com). All technical questions must be submitted by **Monday, July 26, 2021 at 2:00 PM (MT) via Rocky Mountain E-Purchasing System**. As appropriate, questions submitted in writing shall be answered and published in an addendum(s) on [www.bidnetdirect.com](http://www.bidnetdirect.com). Bidders finding fault in the specifications contained in this IFB should notify the Procurement Specialist named above by the final questions due date and time listed above.

The individual listed above is the only representative of the County with authority to provide any information, clarification, or interpretation regarding the plans, specifications, and any other contract documents or requirements. Do not contact any other individual regarding this IFB.

### 3. IFB TIMETABLE

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

IFB NOTICE ADVERTISED	July 12, 2021
MANDATORY PRE-BID CONFERENCE	10:00 AM MT, July 23, 2021
FINAL IFB QUESTIONS / APPROVED EQUALS DUE	2:00 PM MT, July 26, 2021
BID DUE DATE	3:00 PM MT, August 5, 2021
RECOMMENDATION OF AWARD TO BOCC	<i>Week of August 17<sup>th</sup></i>

### 4. REQUIRED BID DOCUMENTS

The following information must be provided in the order listed below: Complete Bid Form and all other documents can be in one file.

- a. Bid Form: Bidders are to use the Bid Form provided and quote the pricing as a lump sum bid. It is County's intent to award a contract to one Contractor to complete all work stated herein. However, 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. Issuance of this IFB and receipt of bids does not commit the County to award a purchase order or contract.
- b. Response Checklist (included in this IFB package).
- c. Addendum(s) acknowledged/signed (if applicable).
- d. 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.
- e. Project Plan: the following documents shall be in the order listed below:
  - i) 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. However, a project completion date/schedule shall be part of a best value evaluation criteria. The actual start date shall be based on the Notice to Proceed and approved schedule.
  - ii) Key personnel: The Contractor shall provide the name, contact information, and resume for the Project Manager
  - iii) Copies of General/Vehicle Liability Insurance and Worker's Compensation Certificate
  - iv) Qualification Statement (included in this IFB package)

- v) Affidavit of Non-collusion (included in this IFB package)
- vi) Statement of Anticipated Subcontractors.
- vii) Any exception to the solicitation documents.

## 5. BID SUBMISSION

Bids shall be submitted through Rocky Mountain E-Procurement System **by no later than 3:00 PM (MT), Thursday, August 5, 2021** [www.rockymountainbidsystem.com](http://www.rockymountainbidsystem.com), at which time they will be publicly opened (VIA TELECONFERENCE) and read aloud.

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.

## 6. BID OPENING

The Bid Opening for IFB No. 21-099 will take place VIA TELECONFERENCE utilizing the call-in information below. Bidders are not required to participate. No in person entry to our building will be permitted.

Participant-guest login:  
Dial access number: 1-877-820-7831  
Enter the participant-guest pass code: 514880#

## 7. INSURANCE REQUIREMENTS

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

## 8. 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:

- a. Price.
- b. Information from Project plan.
- c. Exceptions, Constraints and/or Conditional Terms.

## 9. SINGLE BID RECEIVED

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

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

- a. The complexity of the work to be performed.
- b. Contractor's risk.
- c. Contractor's investment (labor, oversight, etc.) including how much and what type of resources the contractor has to dedicate to performing the contract.
- d. Subcontracting to include the complexity, the size, nature and oversight needs of the subcontracts the contractor will use.
- e. Quality of the contractor's past performance.
- f. Industry profit rates in the surrounding geographical areas for similar work.

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

## **10. BID AWARD**

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.

## **11. TERM OF CONTRACT**

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

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.

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

Bidders must completely fill out the 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. 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.

## 12. IFB ATTACHMENTS

1. IMG\_1651
2. IMG\_1652
3. IMG\_1653
4. County Construction Contract
5. General Conditions to Construction Contract
6. General Instructions for Construction Bids
7. Appendix C – Insurance Checklist
8. COVID 19 Colorado Construction Guidance
9. BID FORM

**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 the contents of this IFB should be directed to Mark Means, Procurement Specialist at 719-520-6489 or by email: [markmeans@elpasoco.com](mailto:markmeans@elpasoco.com)

*Mark Means*

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**Mark Means,  
Procurement Specialist**

EL PASO COUNTY  
CONTRACTS AND PROCUREMENT DIVISION

CONTRACTOR'S QUALIFICATION STATEMENT  
FOR  
ASPHALT REPLACEMENT AT 17 N. SPRUCE ST. PARKING LOT

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

(PRINT or TYPE)

FIRM NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY STATE ZIP: \_\_\_\_\_

AUTHORIZED REPRESENTATIVE NAME: \_\_\_\_\_

AUTHORIZED REPRESENTATIVE TITLE: \_\_\_\_\_

AUTHORIZED REPRESENTATIVE SIGNATURE (sign here): \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_

1. TYPE OF BUSINESS

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:  
\_\_\_\_\_

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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: \_\_\_\_\_

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

1. \_\_\_\_\_  
\_\_\_\_\_
2. \_\_\_\_\_  
\_\_\_\_\_
3. \_\_\_\_\_  
\_\_\_\_\_

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

1. \_\_\_\_\_  
\_\_\_\_\_
2. \_\_\_\_\_  
\_\_\_\_\_
3. \_\_\_\_\_  
\_\_\_\_\_

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

1. \_\_\_\_\_  
\_\_\_\_\_
2. \_\_\_\_\_  
\_\_\_\_\_

- 3. \_\_\_\_\_
- 4. \_\_\_\_\_
- 5. \_\_\_\_\_

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

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_
- 5. \_\_\_\_\_

**16. BONDING COMPANY AND AGENT:**

NAME: \_\_\_\_\_

PHONE: \_\_\_\_\_

(A) CURRENT BONDING

RATE: \_\_\_\_\_

(B) LARGEST INDIVIDUAL PROJECT BOND TO \_\_\_\_\_

DATE: \_\_\_\_\_

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

\_\_\_\_\_

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

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

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

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

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

3. The proposed work has been inspected by the BIDDER's representative, \_\_\_\_\_ as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_

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

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

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.

EL PASO COUNTY  
CONTRACTS & PROCUREMENT DIVISION

**NON-COLLUSION AFFIDAVIT**  
**For**  
**ASPHALT REPLACEMENT AT 17 N. SPRUCE ST. PARKING LOT**

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) **SS**

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

1. Representative is the \_\_\_\_\_ (Owner, partner, officer, representative or agent) of (name of firm) \_\_\_\_\_ who is submitting the attached bid.
2. Representative is fully informed respecting the preparation and contents of the bid and of all pertinent circumstance respecting such bid;
3. Such information provided as a response to **IFB NO.: 21-099** is genuine and not collusive.
4. No representative(s) or any of the officer(s), partner(s), owner(s), agent(s), employee(s) or party(s) in interest, including this affidavit, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other company, firm or person replying to this IFB to submit information that is collusive or a sham in connection with such contract or has any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other company, firm or person to fix any overhead, profit or cost element of the submitted proposed price or the proposed price of any other company/firm submitting a bid, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against El Paso County or any person interested in the proposed contract; and
5. The price(s) quoted in the attached bid is fair and proper and not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the company or firm submitting a bid or any of its agent(s), owner(s), representative(s), employee(s), or party(s) in interest, including this affidavit.
6. Signed: \_\_\_\_\_

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

\_\_\_\_\_  
(NOTARY PUBLIC)

My Commission Expires: \_\_\_\_\_

**EL PASO COUNTY  
CONTRACTS AND PROCUREMENT DIVISION**

**DECLARATION FORM  
FOR  
ASPHALT REPLACEMENT AT 17 N. SPRUCE ST. PARKING LOT**

TO: EL PASO COUNTY  
COLORADO SPRINGS, CO

I have examined the specifications for the proposed work.

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

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

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

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

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

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

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

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

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

**RESPECTFULLY SUBMITTED:**

**AUTHORIZED SIGNATURE:**

**COMPANY NAME:** \_\_\_\_\_  
**ADDRESS:** \_\_\_\_\_  
**CITY/STATE/ZIP:** \_\_\_\_\_  
**DATE:** \_\_\_\_\_  
**PHONE:** \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_

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

**EL PASO COUNTY  
CONTRACTS & PROCUREMENT DIVISION**

**STATEMENT OF ANTICIPATED SUBCONTRACTORS  
FOR  
ASPHALT REPLACEMENT AT 17 N. SPRUCE ST. PARKING LOT**

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