# El Paso County

**Contracts and Procurement**

**15 East Vermijo Avenue**

**Colorado Springs, Colorado 80903**

**INVITATION FOR BID #IFB-25-003**

COVER SHEET



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| Release Date | June 11, 2025 |
| Solicitation Number | IFB-25-003 |
| Solicitation Title  Services to be performed for | **CONSTRUCTION OF THE BEACON LITE ROAD IMPROVEMENT PROJECT**  El Paso County – Department of Public Works -Engineering Division |
| Responses will be received until | 2:00 P.M., MST, Wednesday, July 9, 2025  Electronically through the Rocky Mountain E-Purchasing System |
| For additional information please contact | Ryan Rogers,  Associate Procurement Specialist  Email: RyanRogers2@elpasoco.com  719-520-6675 |
| Documents included in this package | Invitation For Bid Cover Sheet  Executive Summary  Summary of Work / Specifications  Special Terms and Conditions  General Terms and Conditions  Response Submittal Requirements  Attachments |

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the Contractor, (2) he/she has read all terms and conditions and technical specifications which were made available in conjunction with this solicitation and fully understands and accepts them unless specific variations have been expressly listed in his/her offer, (3) that the offer is being submitted on behalf of the Contractor in accordance with any terms and conditions set forth in this document, and (4) that the Contractor will accept any awards made to it as a result of the offer submitted herein for a minimum of ninety calendar days following the date of submission.Offers must contain, in blue ink, a manual signature of an authorized agent of the Contractor or a verifiable electronic time and date stamped signature in the space provided on all appropriate signature lines in this solicitation. **Typed names as signatures are not allowed.**

PRINT OR TYPE YOUR INFORMATION

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| --- | --- | --- |
| Company Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Fax: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |
| Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | City/State/Zip: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |
| Contact Person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |
| Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |
| Authorized Representative’s Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |
| Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |

**INVITATION FOR BID # IFB 25-003 EXECUTIVE SUMMARY**



**OFFICIAL SOLICITATION DOCUMENTS:** El Paso County officially distributes solicitation documents through the Rocky Mountain E-Purchasing System and the County’s website. ***Copies of solicitations obtained from any other source are not considered official copies.*** Only those Contractors who obtain solicitation documents from the Rocky Mountain E-Purchasing System or El Paso County website will be in receipt of officially posted and relevant information regarding solicitations issued by El Paso County. The County cannot be held responsible for incorrect information, nor can it attest to the accuracy of information found on websites other than the Rocky Mountain E-Purchasing System or the County’s website.

**PURPOSE OF SOLICITATION:** El Paso County is requesting proposals from qualified, experienced, professional Contractors to furnish all services, labor, materials, and equipment necessary for professional services for the **CONSTRUCTION OF THE BEACON LITE ROAD IMPROVEMENT PROJECT (“The Project”)**.

There is El Paso County and Pikes Peak Rural Transportation Authority (PPRTA) oversight of the Project.

**TERM OF CONTRACT: The** contract awarded is a Working Day Contract. The services called for shall commence on the date of contract execution by all Parties and **shall be completed within three hundred and two (302) Working Days**. The contract term, based on the contract execution, contract extensions, and working days, is anticipated to begin on *August 1, 2025,* and end on *December 31, 2027,* and shall be defined in the Agreement. A Notice to Proceed (NTP) will be provided to the Contractor from the County’s Project Manager. Construction Work shall commence, and the time count shall begin, upon receipt of the Notice to Proceed from the County’s Project Manager or as specified in the NTP. Notwithstanding, it shall be understood and agreed that any required warranty period, if applicable, which exceeds this term shall remain in full force for the duration of the warranty period.

**UNIT PRICING:** The unit prices quoted in this Solicitation shall prevail for the duration of the contract term. Price adjustments, if determined necessary by the Project Engineer, shall be implemented per Division 100 of the applicable Colorado Department of Transportation Standard Specifications for Road and Bridge Construction (CDOT Standard Specifications) and/or the technical specifications.

**NON-APPROPRIATION.** Pursuant to C.R.S.§ 29-1-110, as amended, the financial obligations of the County as set forth herein after the current fiscal year are contingent upon funds for the purpose of being appropriated, budgeted and otherwise available. The awarded agreement will automatically terminate on January 1st of the first fiscal year for which funds are not appropriated. The County shall give the Contractor written notice of such non- appropriation.

**SCHEDULE OF ACTIVITIES:** The following activities and dates tentatively outline the process to be used to solicit Contractor responses and to review each Contractor Response.

June 11, 2025 Release Invitation For Bid

June 17, 2025 @ 2:00 p.m. RECOMMENDED Pre-Proposal Meeting

June 20, 2025 @ 10:00 a.m. Deadline for Submitting Questions

July 9, 2024 @ 2:00 p.m. Response Submission Deadline

July 2025 Issue Notice of Intent to Award

Late July*, 2025 (estimated) Contract Award*

**PRE-PROPOSAL MEETING:** A Pre-Proposal Meeting will be held as shown in the Schedule of Activities, at 3275 Akers Drive, Colorado Springs, CO. A representative of the Contractor is encouraged to attend this meeting to become familiar with the Specifications.

**RESERVED RIGHTS:** The County reserves the right to waive any irregularities; accept the whole, part of, or reject any or all proposals; and select the firm which, in the sole opinion of the County, best meets the County’s needs. The County also reserves the right to negotiate with potential bidders so that the County’s best interests are served. The County reserves the right to move forward with individual components of one or multiple proposals that best meet the County’s needs

**EXAMINATION OF SITE IS RECOMMENDED:**  Prior to the submission of its Response, the Contractor is advised to visit the site of the proposed work and become familiar with any conditions which may, in any manner, affect the work to be done, affect the equipment, materials and/or labor required. The Contractor is also advised to carefully examine the requirements outlined in the drawings and Specifications. The County will provide any additional allowances to the Contractor based on the Contractor’s lack of knowledge of site conditions.

**EXAMINATION OF CONTRACT DOCUMENTS IS RECOMMENDED:** Prior to the submission of its Response, the Contractor is advised to become familiar with the Project and all project documents. The Contractor is also advised to carefully examine the requirements outlined in the Specifications, as they may affect the requirements of the Contractor. It is not the intent of this IFB to cover each and every detail. Any problems that may arise must be promptly reported to the County and will be subject to the decision of the County. The Contractor is expected to carefully examine the size and scope of the proposed work prior to submitting its Response. The Contractor certifies that it has examined the location of the proposed Work and is familiar with the drawings and the specifications and all contract documents related thereto.

**RESPONSE TO QUESTIONS:** Questions which arise during the Response preparation period regarding issues around this Solicitation, purchasing and/or award should be directed electronically, via the Rocky Mountain E- Purchasing system, to Ryan Rogers, Associate Procurement Specialist, Contracts and Procurement Division, El Paso County. The Contractor submitting the question(s) shall be responsible for ensuring that the question(s) is received by the date and time listed above in the Schedule of Activities for submitting the question(s).

Any official interpretation of this Solicitation must be made by an agent of the County’s Contracts and Procurement Division who is authorized to act on behalf of the County. The County shall not be responsible for interpretations offered by employees of the County who are not agents of the County’s Contracts and Procurement Division.

**ACCESSIBILITY COMPLIANCE**: All non-confidential documents that may be subject to public requests under the Colorado Open Records Act (CORA) must comply with the Web Content Accessibility Guidelines (WCAG) 2.1 and the Americans with Disabilities Act (ADA). Contractors must ensure that their software, products, services, and documents are accessible. Additionally, Contractors should include any Voluntary Product Accessibility Template (VPAT), Accessibility Conformance Report (ACR), or other Accessibility Statements relevant to their offerings. Contractors have the option to provide a recording demonstrating conformance, test results, or an agreement to remediate their technology to meet accessibility standards.



**INVITATION FOR BID #IFB-25-003**

SUMMARY OF WORK / SPECIFICATIONS

El Paso County is soliciting bids from qualified, experienced, professional Contractors to furnish all materials, labor, and equipment necessary for **CONSTRUCTION OF THE BEACON LITE ROAD IMPROVEMENT PROJECT**, which generally includes installation of new storm sewer system, curb and gutter, detention pond, and vertical and horizontal road realignments.

The County of El Paso, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (79 Stat. 252, 42 US.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this solicitation, disadvantaged business enterprises (DBE) will be afforded full and fair opportunity to submit bids in response to this solicitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for any award.

The Project is funded through the following sources: Pikes Peak Rural Transportation Authority (PRTA) Funding. There will be direct El Paso County oversight of the Project. There is no Colorado Department of Transportation (CDOT) oversight of the Project. Further, this Project has a 0% DBE goal and is NOT subject to Davis-Bacon requirements.

The construction contract is a working day contract, and construction shall be completed in **three hundred and two (302)** working days.

1. **BACKGROUND / GENERAL INFORMATION**

The Beacon Lite Road project is in the northern part of El Paso County Colorado approximately 1.75 miles north of the town of Monument. The project limits are bordered by Wakonda Way on the south and Bricker Road on the north. Beacon Lite Road currently exists as a two-lane gravel road. The road runs through a mountainous section with steep grades higher than 12% and small radiuses.

All work will be performed in El Paso County right-of-way or in an easement acquired by the County. Access to local businesses and private property shall always be maintained during construction.

1. **SCOPE OF WORK**

The proposed Project consists of paving, realigning, regrading, new curb and gutter, new storm sewer system, and two water quality detention ponds. A new section of road will be cut through involving an extensive amount of earthwork and tree removal. A site visit is highly recommended to evaluate the terrain and landscape.

Underground and overhead utilities are in conflict throughout the project site. Extensive coordination and relocation work will be required during construction. All utilities will be performing the relocation work during construction. Known utilities in the area are Black Hills Energy, Comcast, CenturyLink, Mountain View Electric, Town of Monument Water, Monument Sanitation District, and Zayo.

All work shall be performed within El Paso County right-of-way and dedicated easements (“EPC ROW”) acquired for the Project. Access to drainage easements shall be from temporary easements and right of entry acquired by the County. Staging and stockpiles shall be within EPC ROW unless written permission is obtained from property owner(s).

The Project requires close collaboration and/or coordination with affected utility provides during construction, which include but are not limited to: Black Hills Energy (Gas), Mountain View Electric Association (Electric), Town of Monument (Water), Monument Sanitation District (Sanitary), Comcast (Telecom), CenturyLink (Telecom/Fiber), and ZAYO (Fiber).

Construction Management (CM) services, inspections and materials testing for quality assurance will be provided by El Paso County.

1. **TECHNICAL REQUIREMENTS**

These bid specifications incorporate the documents entitled “STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION”, Colorado Department of Transportation, State of Colorado (2023), the “Pikes Peak Region Asphalt Paving Specifications” (version 6, March 28, 2022) and the “El Paso County Engineering Criteria Manual” (October 2020) as if physically attached and bound herein. The bid specification documents also incorporate the document entitled “COLORADO STANDARD PLANS, COLORADO DEPARTMENT OF TRANSPORTATION, M&S STANDARDS PLANS LIST” (July 31, 2019), as if physically attached and bound herein.

Each Bidder / Contractor shall be responsible for procuring sufficient copies of the Colorado Department of Transportation STANDARD SPECIFICATIONS”, the “COLORADO STANDARD PLANS - M&S STANDARDS”, and the “EL PASO COUNTY ENGINEERING CRITERIA MANUAL”, for use in proposing and construction of the Project.

The Colorado Department of Transportation Standard Specifications for Road and Bridge Construction, 2023, controls construction of this Project. The special provisions supplement the Standard Specifications and take precedence over the Standard Specifications and Construction Plans. When specifications or special provisions contain both English units and SI units, the {English} units apply and are the specification requirement. All methods of procedures, materials, control or work, materials, and basis of measurements not herein covered will comply with the Standard Specifications for Road and Bridge Construction, Department of Transportation, State of Colorado, 2023.

Asphalt materials and activities shall be in accordance with the “Pikes Peak Region Asphalt Paving Specifications”, Version 6, unless otherwise noted in the Project Special Provisions.

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

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

1. **PROJECT SPECIAL PROVISIONS**

NOTE: This section is attached as a separate document**.**

1. **CDOT STANDARD SPECIAL PROVISIONS**

NOTE: This section is attached as a separate document.

1. **CONTRACTOR RESPONSIBILITIES**

The successful Contractor shall:

* be considered and shall remain an independent Contractor throughout the term of any contract awarded pursuant to this Solicitation.
* be solely responsible for scheduling and coordinating work of the subcontractor, suppliers, and other individuals or entities performing or furnishing any of the work under direct or indirect contract with the successful Contractor.
* provide and assume full responsibility for all services, materials, equipment, labor, transportation, and incidentals necessary for performance, start up, and completion of the services outlined in this Solicitation.

1. **Project Management:** The Contractor shall identify a Project Manager who will work directly for and support the County Project Manager in the management and administration of the Project. The Contractor’s Project Manager shall be responsive on a daily basis Monday through Friday for the duration of 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.

**Schedules:** Provide a baseline schedule broken out by tasks for work, availability of materials, equipment and 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. Contractor shall also provide a 3-week lookahead at least three days before the weekly progress meetings.

**Trimble Unity Construct:** The Contractor shall utilize the Trimble Unity Construct software platform for project management and administration throughout the term of the Contract. The Contractor shall conduct Project operations, outlined by the County’s Project Manager or as defined in the Project Special Provisions, utilizing the Trimble Unity Construct platform.

1. **Invoicing**: 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 45 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:

* Contract #
* Issued Purchase Order #
* Invoice #
* 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 shall be signed by Contractor
* CDOT Form 1418
* Updated and accurate baseline schedule

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

1. **Superintendent:** The successful Contractor shall employ a competent superintendent who shall be the primary representative for the Contractor and all communications given to, and all decisions made by, the superintendent shall be binding to the Contractor. Notwithstanding, the superintendent shall be, at all times, an employee of the Contractor under its sole direction and not an employee or agent of the County.
2. **Pre-Construction Conference:** Prior to work commencing on the Project, a Pre-Construction Conference will be held at the El Paso County Department of Public Works, 3275 Akers Drive, Colorado Springs, CO, 80922. It is anticipated that the Notice to Proceed shall be issued by the Contracts & Procurement Division prior to the date of the Pre-Construction Conference.
3. **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 always 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, Contractors, 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.
4. **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.
5. **Surveying:** All surveying for the project shall be provided by the Contractor. CADD files are included with this IFB for information only and without warranty against deficiencies of any kind. Use of the CADD files are provided as a courtesy and does not entitle the Contractor to compensation for damages or loss which could be attributed to such use. The awarded Contractor will be required to sign a Standard Electronic Document Release Provision form upon award.
6. **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.
7. **Load Restrictions & Truck Routes:** Haul routes shall be planned, prior to bidding, observing load limits on bridges or roadways, existing roadway conditions, and Federal, State, and Local governmental regulations regarding truck traffic and truck routes. The Contractor shall comply with all legal load restrictions in hauling of materials on public roads.
8. **Traffic Control:** Access to residents and businesses must be maintained at all times throughout construction. Road closures will not be allowed unless otherwise approved by the Engineer. The Contractor shall provide traffic control on all roadways within and surrounding the Project area in accordance with an approved Method of Handling Traffic (MHT) for each phase of construction as outline in the Project Special Provisions. The Contractor shall provide traffic control for all work within the project limits, including utility installations and relocations.
9. **Inspections:** **Quality control (QC), including but not limited to, materials testing is the Contractor’s responsibility.** The schedule of minimum required QC testing and associated frequencies has been provided in the bid documents. Type of testing and/or frequencies may change depending on field conditions and Contractor’s means and methods but shall generally conform to CDOT’s “2024 FIELD MATERIALS MANUAL” (revised 8/21/23) unless otherwise specified. El Paso County (EPC) or its Contractor shall provide Construction Management (CM) services and will conduct materials testing for quality assurance (QA). Any QA testing performed by EPC, or their Contractor does not relieve the Contractor of their QC testing responsibilities.
10. **As-Built Plans:** The Contractor, in coordination with EPC and its CM Contractor shall keep a detailed marked-up plan set which records all changes to the construction plans. The Contractor shall turnover the marked-up plan set to the County at the end of the project or upon request by the County.
11. **Utilities:** The Contractor shall coordinate all utility removals, resets, adjustments, or other work as necessary to construct the Project and maintain utility service with each affected utility company. The Work shall require full cooperation between the Contractor and the utility companies. Utility relocations during construction will be required. Contractor shall be responsible for coordinating the utility relocates to ensure that no delays or required rework occurs because of the utility relocations. The Contractor and its subcontractors shall not interfere or hinder the progress or completion of the work being performed by the utility providers and their contractors and Contractors at or near the site.
12. **Public Relation Services:** The Contractor shall identify a Public Relations Officer (PRO) for this Project, conforming to the Revisions to Section 626 as identified in the Project Special Provisions, who will support the County in outreach and communications for the Project.
13. 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.
14. Upon failure on the part of the Contractor to comply with any order of the County Engineer made under the provisions of this article, the County Engineer will have authority to cause unacceptable work to be remedied or removed and replaced, and unauthorized work to be removed, and to deduct the costs from any monies due or to become due to the Contractor.
15. **RETAINAGE, PAYMENT, AND ACCEPTANCE**
16. Partial payment will be made no more frequently than once a month, for Work satisfactorily completed, and accepted by the County Engineer, as the Work progresses. Said payments will be based upon an invoice submitted by the Contractor, and if necessary, a written estimate prepared by the County’s Inspector of the value of Work performed and materials furnished and placed in accordance with the contract. The 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. The County reserves the right to not approve payment wherein the service claimed on the invoice is not, in the County’s sole opinion, satisfactory or cannot be adequately verified by the County. If the County must supply services and/or contract with another Contractor for the services contracted hereunder, due to Contractor’s inability to perform as required, the cost will be charged back to the Contractor.
18. Upon notice from the Contractor of presumptive completion of the entire contracted Work, the County Project Manager will make an inspection. If all the Work provided per the contract is found to have been satisfactorily completed, the County Engineer will make final acceptance and shall notify the Contractor in writing of this acceptance. The Department of Public Works will submit a Notice of Substantial Completion to the Contracts & Procurement Division, from which a Notice of Final Payment will be published by Contracts & Procurement. Retainage cannot be released nor final payment made prior to the release date listed in the Notice of Final Payment.
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. **RESPONSE FORMAT**

Failure to provide the required information may deem your submittal non-responsive. All responses to this proposal must follow the structure given below:

1. Executive Summary
2. Required Documentation
   1. Contractor Information Form
   2. Proprietary/Confidential Statement
   3. Exhibit 1- Exception Form
   4. Exhibit 2- Lobbying Certificate
   5. Exhibit 3- Non-Collusion Affidavit
   6. Exhibit 4- Minimum Insurance Requirements
3. Company Profile

*(Describe your organization’s core business, products, services, etc.)*

1. Similar Experience & Customer References
2. Requirements Understanding/Scope of Work

*(Please illustrate that you have understood our requirements)*

1. Contractor Eligibly Criteria

*(Provide any licenses, certificates, etc. as outlined in the IFB)*

1. Implementation Approach/Deliverables
2. Work Plan and Schedule shall:
   1. Be broken out by tasks for work, availability of materials, equipment and labor, etc. to maximize construction efficiency,
   2. Include start date, key tasks, project milestones, phasing, completion date, etc.,
   3. Be as comprehensive as practicable,
   4. Assume a Contract Award per the IFB Schedule of Activities.
   5. If the schedule does not meet all of the qualifications stated herein, the bid will be considered non-responsive.
3. Timelines
4. Fee Proposal/Bid Form
5. **ATTACHMENTS:**
6. Beacon Lite Bid Form
7. Beacon Lite Road AD Construction Plans 2025.04.11
8. Beacon Lite Road Specs – AD 2025.04.11
9. Beacon Lite Road QC Materials Testing Frequency Schedule
10. Beacon Lite Road Geotechnical Report
11. Beacon Lite ROW Plans
12. Subcontractor Monthly Payment Summary
13. Beacon Lite SUE Report and Drawings FINAL QL A
14. Beacon Lite Road Drainage Report\_2024.09.10
15. Beacon Lite Road Env Considerations Memo
16. PPRTA Special Funding Provisions

**To facilitate an effective evaluation process, responses must be submitted on 8.5” x 11” inch paper with a minimum font of 10, and all pages should be numbered in the following manner: page \_\_ of \_\_ pages with a maximum of thirty (30) pages. *All acronyms in the response must be defined.***

**ELECTRONIC SUBMISSION OFFERS:** El Paso County will only accept electronic Responses submitted through the Rocky Mountain E-Purchasing system. A Submittal Log will be posted after the County has had an opportunity to review and verify the submittals offered to the County.

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 Response is posted by the due date and time outlined in the solicitation document. No allowances will be provided to those Contractors whose submittal is not uploaded prior to the due date and time outlined in the solicitation.

If the submittal arrives late and/or is not uploaded in its entirety, it will not be included in the electronic lockbox.

The Solicitation Opening for RFP-24-070 will take place VIA TELECONFERENCE utilizing the call-in information below:

Participant-guest login:

1.  Dial access number: 1-719-520-7660

2. Enter the participant-guest pass code: 51488#

3. Attendee Access Code: 1234#

The names of those who submitted a Response are released and review of required documentation is conducted. Proposers are NOT required to participate. No in-person entry to our building will be permitted.

***ALL signatures on required documents must be in blue ink or a verifiable electronic time and date stamped signature in ONE PDF document.***



**INVITATION FOR BID #IFB-25-003**

FEE SCHEDULE

Please use the attached Excel file to submit your bid.

**INVITATION FOR BID #IFB-25-003**

SPECIAL TERMS AND CONDITIONS



1. **METHOD OF AWARD – AGGREGATE:** It is the intent of the County to award this Solicitation to the responsive, responsible Contractor who offers all items, whose pricing offers the lowest cost when all items are added in the aggregate and whose offer will be most advantageous to the County.
   1. A recommendation for an award based on the lowest bid shall be made if that bid meets all the specifications as outlined in the IFB, with no unacceptable exceptions. If the lowest bidder takes exception(s) to the specifications it is considered the low bid and should be recommended for award.
   2. However, the lowest-dollar bidder is not required to be recommended for award if it:
   3. Does not meet all the specifications as outlined in the IFB.
   4. Takes exception to any of the specifications that is not acceptable.
   5. Cannot meet acceptable delivery requirements.
   6. Has additional costs that make the overall total cost higher than the next low bid.
   7. Has an unacceptable warranty limitation(s).
   8. Has past documented history by the requesting department/office, by reference(s) or in the Contracts and Procurement Division file of poor quality, delivery or other information that would affect the operation of the requesting department/office.
2. **POST AWARD MEETING:** The Contractor may be required to attend a post-award meeting with the County to discuss the terms and conditions of the contract. This meeting will be coordinated by the Contracts and Procurement Division.
3. **PRICE OFFERS SHALL BE FIXED AND FIRM:** The prices offered by the Contractor shall remain fixed and firm. No changes in the Response shall be allowed after the date and time of the Solicitation opening due to error by the Contractor. Responses may not be withdrawn after the time and date set for the Solicitation opening for a period of ninety calendar days.
4. **BID GUARANTY:** All Responses shall be accompanied by a Bid Guaranty in the form of a Certified Check, Cashier's Check or Bid Bond, made payable to EL PASO COUNTY, in the amount that represents **5%** of the total base price. The Bid Guaranty shall be made payable to County and shall be conditioned upon the successful Contractor submitting a specified performance bond within **ten** **(10)** calendar days following written notice of award. Any Response which is not accompanied by a Bid Guaranty shall be considered non‑responsive and ineligible for award. In the event the selected Contractor fails or refuses to submit the performance bond within the time stated, the Bid Guaranty/Security submitted with the Response will be forfeited as liquidated damages because of such failure or default. The bid guarantees will be returned after the opening of Responses to all except the three lowest responsible, responsive Contractors and the remaining guarantees shall be returned to these Contractors after the contract with the selected Contractor (s) is executed.
5. **PERFORMANCE BOND:** The Contractor to whom a contingent award is made shall duly execute and deliver a Performance and Payment Bond to the County in an amount that represents **100%** of the price offered by the Contractor. The Contractor may deliver multiple bonds in lieu of a single bond, provided the total amount of these bonds equals the amount specified above. The bond shall be delivered to the County's Contracts and Procurement Division within **ten (10)** calendar days after a Notice of Contingent Award is given to the Contractor, either verbally or in writing. If the Contractor fails to deliver the bond within this specified time frame, including any extensions which may be granted by the County, the County shall declare the Contractor in default of the contractual terms and conditions and the Contractor shall surrender its Bid Bond. In lieu of a Performance and Payment Bond, the County will accept a cash bond in the form of a certified cashier's check made payable to El Paso County.
6. **COMPETENCY OF CONTRACTORS – MINIMUM ONE (1) YEAR OF EXPERIENCE AND OPERATIONAL REQUIREMENTS:** Bids will only be considered from Contractors which have been engaged in the business of performing the work as described in this solicitation. Contractors must be able to produce evidence that they have an established satisfactory record of performance for a minimum of one (1) year and have sufficient financial support, equipment, and organization to ensure that they can satisfactorily execute the services if awarded a contract. The term ‘equipment and organization’ as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the proper authorities of the County.

The Contractor shall submit, with its bid, such evidence of its qualifications including a maximum of five (5) relevant projects with similar services, timelines, and/or magnitudes performed by the Contractor in the last seven (7) years and relevant projects with similar services, timelines, and/or magnitudes performed by the Contractor’s Project Manager, Superintendent, and/or Foreman(s).

The County may consider any evidence available to it (including, but not limited to, the financial, technical, and other qualifications and abilities of the Contractor) in making the award in the best interests of the County.

1. **PROOF OF REGISTRATION WITH THE COLORADO SECRETARY OF STATE:** Successful Contractors that are corporations or limited liability companies will be required to furnish a Certificate of Good Standing from the Colorado Secretary of State’s Office, as proof that they are properly registered to do business in the State of Colorado, prior to finalization of award.
2. **LOBBYING PROHIBITED:** Contractors are prohibited from directly or indirectly communicating with members of the Board of County Commissioners regarding their qualifications or any other matter related to the eventual award of a contract for the goods and/or services requested in this Solicitation. Contractors are prohibited from contacting County employees or evaluation committee members regarding their qualifications or the award of a contract unless in response to an inquiry from an employee or committee member as part of the formal evaluation process outlined in the Solicitation. Any violation of these provisions will result in the Contractor’s immediate disqualification from the selection process.
3. **CONFLICTS WITHIN THE CONTRACT DOCUMENTS:** In the event that conflicts exist within the Contract Documents, the policies stated in the following paragraphs shall govern: A. Project Special Provisions (PSP) shall supersede Construction Plans (Plans), and Plans shall supersede IFB Specifications (Specifications). B. Addenda shall supersede all other Contract Documents to the extent specified. Subsequent addenda shall supersede prior addenda only to the extent specified.

The Plans, PSP and Specifications are intended to agree and be mutually explanatory and shall be accepted and used as a whole and not separately. Should any item be omitted from the Plans, PSP or Specifications as specified, it shall be implied that such omissions are contained in all three as necessary for the proper construction of the work herein specified. Should any error or disagreement between the three exist or appear to exist, the Contractor shall not avail itself of such manifestly unintentional error or omission but must have same explained or adjusted by the County's project manager before proceeding with the work in question.

1. **ELIGIBILITY OF CONTRACTORS:** Bids will only be considered from Contractors which are engaged in the business of performing services as described in this Solicitation. The Contractors must be able to produce evidence that they have an established satisfactory record of performance for a reasonable period of time and have sufficient financial support, equipment, and organization to ensure that they can satisfactorily execute the services if awarded a contract. The term equipment and organization as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the proper authorities of the County. The County reserves the right, before awarding the contract, to require a Contractor to submit such evidence of its qualifications as it may deem necessary and may consider any evidence available to it (including, but not limited to, the financial, technical, and other qualifications and abilities of the Contractor, including past performance and experience with the County) in making the award in the best interest of the County.
2. **CONSIGNMENT OF CONTRACT NOT ALLOWED:** No part of this contract can be consigned to another Contractor.
3. **SUBCONTRACTORS OF WORK SHALL BE IDENTIFIED:** As part of its Response, the Contractor shall be required to identify any and all sub‑contractors that will be used in the performance of the contract resulting from this Solicitation. The Contractor shall also identify the capabilities, experience, and portion of the work to be performed by the subcontractor(s). The competency of the subcontractor(s) with respect to skill, responsibility and business standing shall be considered by the County when making the award in the best interest of the County.
4. **CURRENT PERMITS REQUIRED:** Contractor must obtain and pay for all required permits, licenses, inspection fees, etc., and will comply with all laws, ordinances, and regulations associated with construction of the Project. Damages, penalties and/or fines imposed by the County on the Contractor for failure to obtain required permits, licenses, certificates or pay fees shall be borne by the Contractor. The Contractor shall enclose a current copy of their applicable permits, licenses, and certificates with their Response.
5. **LABOR, MATERIALS AND EQUIPMENT TO BE SUPPLIED BY THE CONTRACTOR:** Unless otherwise provided in this Solicitation, the Contractor shall furnish all labor, materials, and equipment necessary for satisfactory contract performance. When not specifically identified in this Solicitation, such materials and equipment shall be of a suitable type and grade for the intended purpose.
6. **ACCIDENT PREVENTION:** The Contractor shall be required to take safety precautions in an effort to protect persons and property. All Contractors, Contractors and sub‑Contractors shall conform to all OSHA, State and County regulations while performing under the terms and conditions of the awarded contract. Any fines levied by the above-mentioned authorities because of inadequate compliance with these requirements shall be borne solely by the Contractor which is responsible for same.
7. **DEFICIENCIES IN WORK TO BE CORRECTED BY CONTRACTOR:** The successful Contractor shall promptly correct all deficiencies in service and/or any work that fails to conform to the Contract Documents. All corrections shall be made immediately after such deficiencies and/or non‑conformances are verbally reported to the Contractor by the County's Project Manager. The Contractor shall bear all costs of correcting such rejected work. If the Contractor fails to correct the work within the period specified in this Solicitation, the County reserves the right to place the Contractor in default of its contractual obligations, obtain the services of another Contractor and charge the Contractor for these costs, either through a deduction from the final payment over to the Contractor or through invoicing.
8. **LIQUIDATED DAMAGES FOR INCOMPLETE PROJECTS**: If required, Liquidated Damages shall be invoked as specified in the “STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION”, Colorado Department of Transportation, State of Colorado (2023).
9. **COMPLETION OF WORK:** The Contractor shall adhere to the timeline and milestones provided in its Response in which it will commit to perform the work and/or service. All work shall be performed in accordance with good commercial practice and the timeline and milestones shall be adhered to by the successful Contractor, except in such cases where the timeline will be delayed due to acts of God, strikes, or other causes beyond the control of the Contractor. In these cases, the Contractor shall notify the County of the delays in advance of the original timeline so that a revised timeline can be negotiated. Should the Contractor to whom the contract is awarded fail to complete the work within the timeline as stated in its Response or as subsequently approved, it is hereby agreed and understood that the County reserves the right to cancel the contract with the Contractor and to secure the services of another Contractor to complete the work. If the County exercises this right, the County shall be responsible for reimbursing the Contractor for work which was completed and found acceptable to the County in accordance with the Specifications. In addition, the County may, at its sole discretion, request payment from the Contractor, through an invoice or credit memo, for any additional costs over and beyond the original price which were incurred by the County as a result of having to secure the services of another Contractor.
10. **METHOD OF PAYMENT:** The successful Contractors shall submit monthly invoices. These invoices shall be submitted to the County's Project Manager through the Trimble Unity Construct Project Management platform.
11. **SALES TAX:**  The County is exempt from paying State or Local Sales Taxes.  Contractors should be aware of CONTRACTOR APPLICATION FOR EXEMPTION CERTIFICATE Pursuant to Statute Section 39-26.708(1)(a)(XIX) sales tax exemption for construction and building materials.  State tax I.D. # 09-803308-0000, Federal tax I.D. # 84-6000764.
12. **INDEMNIFICATION:** Indemnification – General. The Contractor shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the County, Board of County Commissioners, and their respective officials, officers, directors, and employees, from and against all liability, claims, demands, suits, actions or proceedings of any kind that are not the result of or directly related to the performance of professional services, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, which arise out of or are in any manner connected with this Agreement, including workers' compensation claims, in any way resulting from or arising from the services rendered by the Contractor, its employees, agents or subcontractors, or others for whom the Contractor is legally liable, under this Agreement; provided, however, that the Contractor need not indemnify or save harmless the County Board of County Commissioners, its officers, agents and employees, from damages resulting from the negligence of the County's Board of County Commissioners, officials, officers, directors, agents, and their insurers, and employees. The County cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate, or assume the defense of the Contractor or any other person or entity whatsoever, for any purpose whatsoever.

Indemnification for Professional Services. The Contractor shall, to the fullest extent permitted by law, indemnify and hold harmless the County, Board of County Commissioners, and any of its officials, officers, directors, agents, and their insurers, and employees, from and against damages, liability, losses, costs and expenses, including reasonable attorney’s fees, but only to the extent caused by or arising out of the negligent acts, errors or omissions of the Contractor, its employees, agents or subcontractors, or others for whom the Contractor is legally liable, in the performance of professional services under this Agreement. The Contractor is not obligated to indemnify or hold harmless the County for the negligent acts of the County, Board of County Commissioners, or any of its officials, officers, directors, agents, and employees.

Indemnification – Costs. The Contractor shall, to the extent provided by law, investigate, handle, respond to, and provide defense for and defend against, any such liability, claims or demands at the sole expense of the Contractor or, at the option of the County, agrees to pay the County or reimburse the County for the defense costs incurred by the County in connection with any such liability, claims or demands. The Contractor shall, to the extent provided by law, bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims or demands alleged are groundless, false or fraudulent. If it is determined by the final judgment of a court of any competent jurisdiction that such injury, loss or damage was caused in whole or in part by the act, omission or other fault of the County, Board of County Commissioners, officials, officers, directors, agents and employees, the County shall reimburse the Contractor for the portion of the judgment attributable to such act, omission or other fault of the County, Board of County Commissioners, officials, officers, directors, agents and employees.

1. **FEDERAL STANDARDS COMPLIANCE:** All services to be purchased in conjunction with this Solicitation shall be in accordance with all governmental standards to include, but not be limited to, those issued by the Office of Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).
2. **EQUAL OPPORTUNITY:** El Paso County intends and expects that the contracting processes of the County and its Contractors provide equal opportunity without regard to gender, race, creed, ethnicity, religion, age, sex, national origin, or disability and that its Contractors make available equal opportunities to the extent third parties are engaged to provide goods and services to the County as subcontractors, Contractors, or otherwise. Accordingly, the Contractor shall not discriminate on any of the foregoing grounds in the performance of the contract and shall make available equal opportunities to the extent third parties are engaged to provide goods and services in connection with performance of the contract **(joint ventures are encouraged)**.The Contractor shall disseminate information regarding all subcontracting opportunities under this contract in a manner reasonably calculated to reach all qualified potential subcontractors who may be interested. The Contractor shall maintain records demonstrating its compliance with this article and shall make such records available to the County upon the County’s request.
3. **PURCHASE BY OTHER GOVERNMENTAL AGENCIES:**  Each governmental unit which avails itself of this Solicitation will establish its own contract, place its own orders, issue its own purchase orders, be invoiced there from, make its own payments, and issue its own exemption certifications as required by the Contractor.  It is understood and agreed that El Paso County is not a legally binding party to any contractual agreement made between any other governmental unit and the Contractor as a result of this Solicitation.

1. **CONFIDENTIALITY:** Responses to this Solicitation are considered to be working documents while they are under consideration and, as such, are not subject to official bid openings. In consideration of this Invitation for Bid, the only information released at the receipt of Responses to this Solicitation will be the names of the respondents, the total cost of the bids, and the apparent responsible, responsive Contractor. Only after staff makes an official recommendation of award and a contract is fully executed will Responses to this Solicitation be available as public record.

Responses submitted to the County for consideration shall be subject to the Colorado Open Records Law, Section 24-72-201, et seq., C.R.S., after award is made. Any confidential information in the Contractor’s Response shall be identified as such. Should the County receive a request for the release of any information in the Contractor’s Response identified as confidential in accordance with the open records law, the County will notify the Contractor of the request and will exercise best efforts in assisting the Contractor in taking all legally available steps to resist or narrow such request. If, in the opinion of County’s legal counsel, the County is nonetheless compelled to disclose any portion of such information to anyone or else stand liable for contempt or suffer censure or penalty, the County may disclose such information without liability.

1. **GRATUITIES AND KICKBACKS:** It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee (within six months of termination from County employment), or for any employee or former employee (within six months of termination from County employment) to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding of application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or bid therefore.

It shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order. In the event that any gratuities or kickbacks are offered or tendered to any El Paso County employee, the bid shall be disqualified and shall not be reinstated.

1. **DEBARMENT**: By submitting this bid, the bidder warrants and certifies that he/she is eligible to submit a bid because he/she is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in a transaction by any Federal, State, or local department or agency.
2. **LOGOS:** The County logo is trademarked and property solely of El Paso County. Contractors do not have permission to use our logo on any documentation or presentation materials and to do so would be a violation of our trademark. We also prefer your company does not utilize its trademark as to not influence an evaluator’s evaluation.

**INVITATION FOR BID #IFB-25-003**

GENERAL TERMS AND CONDITIONS



1. **APPLICABILITY.** These General Terms and Conditions apply, but are not limited, to all bids, proposals, qualifications and quotations (hereinafter referred to as “Offers” and/or “Responses”) made to El Paso County (hereinafter referred to as "County") by all prospective suppliers (herein after referred to as "Contractors") in response, but not limited to, Invitations to Bid, Invitations for Bids, Requests for Proposals, Requests for Qualifications, and Requests for Quotations (hereinafter referred to as “Solicitations”).

**2. CONTENTS OF OFFER**

**2.1 General Conditions.** Contractors are required to submit their Offers in accordance with the following expressed conditions:

**2.1.1** Contractors shall make all investigations necessary to thoroughly inform themselves regarding the plant and facilities affected by the delivery of materials required by the conditions of the Solicitation. No plea of ignorance by the Contractor of conditions that exist or that may hereafter exist as a result of failure to fulfill the requirements of the contract documents will be accepted as the basis for varying the requirements or the compensation to the Contractor.

**2.1.2** Contractors are advised that all County contracts are subject to all legal requirements contained in County ordinances, the Contracts and Procurement policies and state and federal statutes. When conflicts between the Solicitation and these legal documents occur, the highest authority will prevail.

**2.1.3** Contractors are required to state exactly what they intend to furnish to the County via this Solicitation and must indicate any variances to the terms, conditions, and specifications of this Solicitation no matter how slight. If variations are not stated in the Contractor’s Offer, it shall be construed that the Contractor’s Offer fully complies with all conditions identified in this Solicitation.

**2.1.4** El Paso County intends and expects that the contracting processes of the County and its Contractors provide equal opportunity without regard to race, color, religion, sex, national origin, age, disability, or any other characteristic protected by law. Accordingly, the Contractor shall not discriminate on any of the foregoing grounds in the performance of the contract.

**2.1.5** All Offers and other materials submitted in response to this Solicitation shall become the property of the County and will be a matter of public record. Contractors must identify, in writing, all copyrighted material, trade secrets and/or other proprietary information that it claims are exempt from disclosure under the Open Records Act.

Any Contractor claiming an exemption must identify the specific provision of the Open Records Act that provides an exemption from disclosure for each item that the Contractor claims is not subject to disclosure and must submit an additional original copy of the Response with each exempt item clearly redacted. Any Contractor claiming an exemption must also state in its Response that the Contractor agrees to defend, indemnify, and hold harmless the County and its officers and employees from any action brought against the County for its refusal to disclose any purportedly exempt material, trade secrets and other proprietary information to any party making a request, therefore.

Any Contractor who fails to include an exemption statement along with the additional redacted copy of the Response shall be deemed to have waived any right to an exemption from disclosure as provided by the Open Records Act.

**2.2 Clarification and Modifications in Terms and Conditions**

**2.2.1** Where there appear to be variances or conflicts between the General Terms and Conditions, the Special Terms and Conditions and the specifications outlined in this Solicitation, the specifications then the Special Terms and Conditions will prevail.

**2.2.2** If any Contractor contemplating submitting an Offer under this Solicitation is in doubt as to the true meaning of the specifications, the Contractor must submit a **written request** for clarification to the County's Contracts and Procurement Manager or their designee as outlined in the Special Terms and Conditions. The Contractor submitting the request shall be responsible for ensuring that the request is received by the County’s buyer by the date and time listed in the Schedule of Activities for submitting question(s) or as stated in the Special Terms and Conditions.

Any official interpretation of this Solicitation must be made by the County's Contracts and Procurement Manager or their designee. The County shall not be responsible for interpretations offered by other employees of the County.

The County shall issue a written addendum if substantial changes which impact the technical submission of Offers are required. Addenda will be posted on the Rocky Mountain E-Purchasing System web site (<http://www.rockymountainbidsystem.com>) as well as the El Paso County web site (http://www.elpasoco.com). Contractors are responsible for either revisiting one of these websites prior to the due date or contacting the Contracts and Procurement Manager or their designee named on the Cover Sheet of this Solicitation to ensure that they have any addenda which may have been issued after the initial download.

The Contractor shall certify its acknowledgment of the addendum by signing the addendum and returning it with its Offer. In the event of conflict with the original contract documents, addenda shall govern all other contract documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

**2.3 Prices Contained in Offer-Discounts, Taxes, Collusion**

**2.3.1** Contractors may offer a cash discount for prompt payment. Discounts may be considered in determining the lowest net cost for the evaluation of Offers; discounts for periods of less than twenty days, however, will not be considered in making the award. If the Contractor does not enter a percentage discount, it is hereby understood and agreed that the payment terms shall be net thirty days effective on the date that the County receives an accurate invoice or accepts the products, whichever is the later date. Payment is deemed to be made on the date of the mailing of the check.

**2.3.2** Contractors shall not include federal, state, or local excise or sales taxes in prices offered, as the County is exempt from payment of such taxes. Materials purchased directly by the Contractor in conjunction with this contract will, however, be subject to applicable state and local sales taxes. These taxes shall be borne by the Contractor. Under no circumstances shall Contractor be authorized to use the County’s tax exemption number in acquiring such materials.

**2.3.3** The Contractor, by affixing its signature to this Solicitation, certifies that its Offer is made without previous understanding, agreement, or connection either with any persons, firms or corporations making an Offer for the same items, services, or with the County. The Contractor also certifies that its Offer is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. To ensure integrity of the County's public procurement process, all Contractors are hereby placed on notice that any and all Contractors who falsify the certifications required in conjunction with this section will be prosecuted to the fullest extent of the law.

**3. PREPARATION AND SUBMISSION OF OFFER**

**3.1 Preparation**

**3.1.1** El Paso County will not be responsible for any expenses incurred by any Contractor in preparing and submitting its offer.

**3.1.2** The Offer must be typed or legibly printed in ink. The use of erasable ink is not permitted. All corrections made by the Contractor must be initialed **in blue ink** by the authorized agent of the Contractor.

**3.1.3** Offers must contain, in blue ink, a manual signature of an authorized agent of the Contractor or a verifiable electronic signature in the space provided on the Solicitation Cover Sheet. **Typed names as signatures are not allowed.** The original Cover Sheet of this Solicitation must be included in all Offers. If the Contractor’s authorized agent fails to sign and return the original Cover Sheet of the Solicitation, its Offer shall be invalid and shall not be considered.

**3.1.4** Prices shall be provided by the Contractor on the Solicitation’s Pricing Form when required in conjunction with the prescribed method of award and shall be for the unit of measure requested. Prices that are not in accordance with the measurements and descriptions requested shall be considered non-responsive and shall not be considered. Where there is a discrepancy between the unit price and the extension of prices, the unit price shall prevail.

**3.1.5** Alternate Offers will not be considered unless expressly permitted in the Specification’s and/or Special Terms and Conditions.

**3.1.6** The accuracy of the Offer is the sole responsibility of the Contractor. No changes in the Offer shall be allowed after the date and time that the Offers are due.

**3.2 Submission**

**3.2.1** The Offer shall be submitted via the Rocky Mountain E-Purchasing System with the Contractor’s name, the IFB Number, and the IFB Title. When required in conjunction with the prescribed method of award, the County's Pricing Form must be used when the Contractor is submitting its Offer. The Contractor shall not alter this form (e.g., add or modify categories for posting prices offered) unless expressly permitted in an addendum duly issued by the County. No other form shall be accepted.

**3.2.2** Offers submitted via facsimile machines, mail, or email will not be accepted unless expressly permitted in the solicitation.

**3.2.3** Contractors which qualify their Offers by requiring alternate contractual terms and conditions as a stipulation for contract award must include such alternate terms and conditions in their Offers. The County reserves the right to declare Contractors’ Offers as non-responsive if any of these alternate terms and conditions are in conflict with the County's terms and conditions, or if they are not in the best interests of the County.

**3.3 Late Offers.** Offers received after the date and time set for the opening will not be authorized to enter into the electronic lockbox and will be deemed as non-responsive.

**4. MODIFICATION OR WITHDRAWAL OF OFFERS**

**4.1. Modifications to Offers.** Offers may only be modified in the form of a written notice on company letterhead and must be received prior to the time and date set for the Offers to be. Each modification submitted to the County’s Contracts and Procurement Division must have the Contractor’s name and return address and the applicable Solicitation number and title clearly marked and shall be submitted via Rocky Mountain E-Purchasing System. If more than one modification is submitted, the modification bearing the latest date of receipt by the County’s Contracts and Procurement Division will be considered the valid modification.

**4.2. Withdrawal of Offers**

**4.2.1** Offers may be withdrawn prior to the time and date set for the opening. Such requests must be made in writing on company letterhead.

**4.2.2** In accordance with the Uniform Commercial Code, Offers may not be withdrawn after the time and date set for the opening for a period of ninety calendar days after the opening. If an Offer is withdrawn by the Contractor during this ninety-day period, the County may, at its option, suspend the Contractor from the bid list and may not accept any Offer from the Contractor for a six-month period following the withdrawal.

**5. REJECTION OF OFFERS**

**5.1. Rejection of Offers.** The County may, at its sole and absolute discretion:

**5.1.1** Reject any and all, or parts of any or all, Offers submitted by prospective Contractors;

**5.1.2** Re-advertise this Solicitation;

**5.1.3** Postpone or cancel the process;

**5.1.4** Waive any irregularities in the Offers received in conjunction with this Solicitation; and/or

**5.1.5** Determine the criteria and process whereby Offers are evaluated and awarded. No damages shall be recoverable by any challenger as a result of these determinations or decisions by the County.

**5.2 Rejection of a Particular Offer.** The County may reject an offer under any of the following conditions:

**5.2.1** The Contractor misstates or conceals any material fact in its Offer;

**5.2.2** The Contractor’s Offer does not strictly conform to the law or the requirements of the Solicitation;

**5.2.3** The Offer expressly requires or implies a conditional award that conflicts with the method of award stipulated in the Solicitation’s Special Terms and Conditions and/or specifications;

**5.2.4** The Offer does not include documents, including, but not limited to, certificates, licenses, and/or samples, which are required for submission with the Offer in conjunction with the Solicitation’s Special Terms and Conditions and/or specifications; or

**5.2.5** The Offer has not been executed by the Contractor through an authorized signature on the Specification’s Cover Sheet.

**5.3 Elimination from Consideration**

**5.3.1** To ensure fair consideration for all Contractors, the County prohibits communication initiated by a Contractor or on a Contractor’s behalf regarding the Solicitation to or with any County official or employee during the submission process, except as expressly set forth in this Solicitation. In addition, the County prohibits communications initiated by a Contractor or on a Contractor’s behalf to or with any County official or employee evaluating or considering the solicitation prior to the time an award decision has been made. Prohibited communications initiated by a Contractor shall be grounds for eliminating the offending Contractor from consideration for award.

**5.3.2** An Offer may not be accepted from, nor any contract be awarded to, any person or firm which is in arrears to the County upon any debt or contract or which is a defaulter as surety or otherwise upon any obligation to the County.

**5.3.3** An Offer may not be accepted from, nor any contract awarded to, any person or firm which has failed to perform faithfully any previous contract with the County, state, or federal government, for a minimum period of three years after this previous contract was terminated for cause.

**6. AWARD OF CONTRACT**. El Paso County and the successful Contractor shall execute PPRTA’s Trade Services Agreement (see Attachment B) to consummate a contract between the parties. This Solicitation and the Contractor’s Offer shall be attached and incorporated as part of that contract.

**7. CONTRACTUAL OBLIGATIONS**

**7.1 Local, State and Federal Compliance Requirements.** Successful Contractors shall be familiar and comply with all local, state, and federal directives, ordinances, rules, orders, and laws applicable to, and affected by, this contract including, but not limited to, Equal Employment Opportunity (EEO) regulations, Occupational Safety and Health Act (OSHA), and Title II of the Americans with Disabilities Act (ADA).

1. **Accessibility Indemnification**: Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys’ fees and related costs) incurred by any of the Indemnified Parties in relation to Contractor’s failure to comply with §§24-85-101, et seq., C.R.S., or the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.
2. **Accessibility:** Contractor shall comply with and the Work Product provided under this Contract shall be in compliance with all applicable provisions of §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability, as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S. Contractor shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.

**7.2 Disposition.** The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this contract, including any or all of its right, title or interest therein, or its power to execute such contract to any person, company, or corporation, without prior written consent of the County.

* 1. **Employees.**

**7.3.1** All employees of the Contractor shall be considered to be, at all times, employees of the Contractor, under its sole direction, and not employees or agents of the County. The County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable, and whose continued employment on County property is not in the best interest of the County. In accordance with the County’s policy regarding the use of tobacco products, no employee of the Contractor shall be permitted to use tobacco products when performing work on County property.

**7.3.2** Contractors providing services to El Paso County shall comply with all State and Local requirements concerning Workers Without Authorization as required by C.R.S. § 8-17.5-102 and public contracts for service.

**7.4 Workers’ Compensation Insurance.** Each Contractor and subContractor shall maintain at his own expense until completion of his work and acceptance thereof by the County, Workers’ Compensation Insurance, including occupational disease provisions, covering the obligations of the contractor or subcontractor in accordance with the provisions of the laws of the State of Colorado. The Contractor shall furnish the County with a certificate giving evidence that he is covered by the Workers’ Compensation Insurance herein required, each certificate specifically stating that such insurance includes occupational disease provisions and provisions preventing cancellation without ten days’ prior notice to the County in writing.

**7.5 Delivery.** Prices, quotes, and deliveries are to be **FOB destination, freight prepaid**, and shall require inside delivery unless otherwise specified in the Solicitation’s Special Terms and Conditions. Title and risk of loss shall pass to the County upon inspection and acceptance by the County at its designated point of delivery, unless otherwise specified in the Special Terms and Conditions. In the event that the Contractor defaults on its contract or the contract is terminated for cause due to performance, the County reserves the right to re-procure the materials or services from the next lowest Contractor or from other sources during the remaining term of the terminated/defaulted contract. Under this arrangement, the County shall charge the Contractor any difference between the Contractor’s price and the price to be paid to the next lowest Contractor, as well as any costs associated with the re-solicitation effort.

**7.6 Material or Service Priced Incorrectly.** As part of any award resulting from this process, Contractor(s) will discount all transactions as agreed. In the event the County discovers, through its contract monitoring process or formal audit process, that material or service was priced incorrectly, Contractor(s) agree to promptly refund all overpayments and to pay all reasonable audit expenses incurred as a result of the non-compliance.

1. **CONTRACT MODIFICATIONS**. Terms and conditions may be added, modified, and deleted upon mutual agreement between the County and the Contractor provided that such terms and conditions remain within the scope and original intent of the Solicitation. Said terms and conditions may include, but are not limited to, additions or deletions of service levels and/or commodities and/or increases or decreases in the time limits for an existing contract. Any and all modifications must be expressed in writing through an Amendment and executed by authorized agents of the County and the Contractor prior to the enactment of such modifications.

**9. TERMINATION OF CONTRACT**

**9.1 Failure to perform.** The County may, by written notice to the successful Contractor, terminate the contract if the Contractor has been found to have failed to perform its service in a manner satisfactory to the County as per specifications, including delivery as specified. The date of termination shall be stated in the notice. The County shall be the sole judge of non-performance.

**9.2 Reasons other than cause.** The County may cancel the contract upon thirty days written notice for reason other than cause. This may include the County's inability to continue with the contract due to the elimination or reduction of funding.

**INVITATION FOR BID #IFB-25-003**

**CONTRACTOR INFORMATION**



**1. CONTRACTOR**

a. Legal Name of Company \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

b. Business Name or DBA (if different) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**2. LOCAL COLORADO ADDRESS (IF APPLICABLE)**

a. Street Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

b. City/State/Zip \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. **ORDER ADDRESS**

a. Street Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

b. City/State/Zip \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

c. Online (website) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**4. PAYMENT ADDRESS**

a. Street Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

b. City/State/Zip \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**5. CONTACT INFORMATION**

a. Name/Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

b. Telephone Number: (\_\_\_\_\_\_\_) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

c. Toll Free Number: (\_\_\_\_\_\_\_) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

d. Fax Number: (\_\_\_\_\_\_\_) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

e. Email Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**6. TAXPAYER IDENTIFICATION NUMBER** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**7. OWNERSHIP STATUS** (check all that apply) \_\_\_\_\_ Corporation \_\_\_\_\_ Partnership

\_\_\_\_\_ Governmental Agency \_\_\_\_\_ Sole Proprietorship

\_\_\_\_\_ Individual \_\_\_\_\_ Other \_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_ Non-Profit

**8. PRIMARY BUSINESS CLASSIFICATION** \_\_\_\_\_ Broker \_\_\_\_\_ Retailer

\_\_\_\_\_ Distributor \_\_\_\_\_ Service Provider

\_\_\_\_\_ Jobber \_\_\_\_\_ Subcontractor (trades)

\_\_\_\_\_ Manufacturer \_\_\_\_\_ Wholesaler

\_\_\_\_\_ Prime Contractor (trades) \_\_\_\_\_ Other \_\_\_\_\_\_\_\_\_\_\_\_\_

**9. OFFICERS, OWNERS, PARTNERS** Name/Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name/Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name/Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**10.** **COMPANY PROFILE**

a. Date Firm Was Established \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

b. Under the Laws of What State \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

c. Number of Employees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

d. Approximate Yearly Sales Volume \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**11.** **PRIMARY PLACE OF BUSINESS** \_\_\_\_\_ Home \_\_\_\_\_ Office/Warehouse

\_\_\_\_\_ Office Building \_\_\_\_\_ Warehouse

\_\_\_\_\_ Office Complex \_\_\_\_\_ Other \_\_\_\_\_\_\_\_\_\_\_\_

**12.** **STAFF EXPERIENCE** (key members of your company’s staff who will be assigned to this project)

a. Name/Position \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Year Hired \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Years in Present Position \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Years of Industry Experience\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

b. Name/Position \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Year Hired \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Years in Present Position \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Years of Industry Experience\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

c. Name/Position \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Year Hired \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Years in Present Position \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Years of Industry Experience\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

d. Name/Position \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Year Hired \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Years in Present Position \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Years of Industry Experience\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

e. Name/Position \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Year Hired \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Years in Present Position \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Years of Industry Experience\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**13.** **REFERENCES** (customers similar to El Paso County to whom services similar in size and scope have been provided)

a. Company Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Contact/Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ City/State /Zip \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone (\_\_\_\_\_\_\_) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

b. Company Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Contact/Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ City/State /Zip \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone (\_\_\_\_\_\_\_) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

c. Company Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Contact/Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ City/State /Zip \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone (\_\_\_\_\_\_\_) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

d. Company Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Contact/Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ City/State /Zip \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone (\_\_\_\_\_\_\_) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

e. Company Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Contact/Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ City/State /Zip \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone (\_\_\_\_\_\_\_) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**14.** **BONDING.** Is your firm able to obtain bonding up to and including an amount equal to the estimated project cost?

\_\_\_\_ Yes \_\_\_\_\_ No

**15.** **INSURANCE.** Is your firm able to obtain insurance as specified in the Special Terms and Conditions of this IFB?

\_\_\_\_ Yes \_\_\_\_\_ No

**16.** **PURCHASE ORDERS.** Do you accept purchase orders?

\_\_\_\_ Yes \_\_\_\_\_ No

**17.** **CREDIT CARDS.** Do you accept credit cards?

\_\_\_\_\_ Yes \_\_\_\_\_ No

**18.** **INFORMATION** (if you answer “yes” to any of the following questions, attach a separate page explaining your response clearly labeled with the corresponding question number).

a. In the past five years, has there been any change in ownership of your company?

\_\_\_\_ Yes \_\_\_\_\_ No (if “yes,” attach explanation labeled 18a)

b. In the past five years, has your firm operated under any other name?

\_\_\_\_ Yes \_\_\_\_\_ No (if “yes,” attach explanation labeled 18b)

c. Are any corporate officers, owners or partners currently connected with any other firm in the same line of business?

\_\_\_\_ Yes \_\_\_\_\_ No (if “yes,” attach explanation labeled 18c)

d. In the past five years, has your firm been in bankruptcy?

\_\_\_\_ Yes \_\_\_\_\_ No (if “yes,” attach explanation labeled 18d)

e. In the past five years, has your firm been assessed and paid liquidated damages?

\_\_\_\_ Yes \_\_\_\_\_ No (if “yes,” attach explanation labeled 18e)

f. In the past five years, has your firm, or any firm with which your company’s officers, owners or partners are associated, been barred, disqualified, removed, or otherwise prevented from bidding on, or competing for any government project for any reason?

\_\_\_\_ Yes \_\_\_\_\_ No (if “yes,” attach explanation labeled 18f)

g. In the past five years, has your firm been denied an award of any contract based on a finding by a public agency that your company was not a responsible bidder?

\_\_\_\_ Yes \_\_\_\_\_ No (if “yes,” attach explanation labeled 18g)

h. In the past five years, has any claim against your firm concerning your firm’s work on a project been filed in court or arbitration?

\_\_\_\_ Yes \_\_\_\_\_ No (if “yes,” attach explanation labeled 18h)

i. Has your firm made any claim against a project owner concerning work on a project or payment for a contract and filed that claim in court or arbitration?

\_\_\_\_ Yes \_\_\_\_\_ No (if “yes,” attach explanation labeled 18i)

j. Has your firm, or any of its officers, owners, or partners, ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any public agency or entity?

\_\_\_\_ Yes \_\_\_\_\_ No (if “yes,” attach explanation labeled 18j)

k. Has your firm, or any of its officers, owners, or partners, ever been convicted of a crime involving any federal, state, or local law related to your business dealings?

\_\_\_\_ Yes \_\_\_\_\_ No (if “yes,” attach explanation labeled 18k)

l. Has your firm, or any of its officers, owners, or partners, ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?

\_\_\_\_ Yes \_\_\_\_\_ No (if “yes,” attach explanation labeled 18l)

m. In the past five years, has any surety company made any payments on your firm’s behalf as result of a default, to satisfy any claims made against a performance or payment bond issued on your firm’s behalf?

\_\_\_\_ Yes \_\_\_\_\_ No (if “yes,” attach explanation labeled 18m)

n. Has your firm ever been denied bond coverage by a surety company, or has there ever been a period of time when your firm had no surety bond in place during a project when one was required?

\_\_\_\_ Yes \_\_\_\_\_ No (if “yes,” attach explanation labeled 18n)

o. Have you ever had insurance terminated by a carrier?

\_\_\_\_ Yes \_\_\_\_\_ No (if “yes,” attach explanation labeled 18o)

p. In the past five years, has any insurance carrier, for any form of insurance, refused to renew an insurance policy for your firm?

\_\_\_\_ Yes \_\_\_\_\_ No (if “yes,” attach explanation labeled 18p)

q In the past five years, has OSHA cited and assessed penalties against your firm?

\_\_\_\_ Yes \_\_\_\_\_ No (if “yes,” attach explanation labeled 18q)

**19. Licenses.** Does your company have current and valid licenses for the services being requested? Please provide copies.

\_\_\_\_ Yes \_\_\_\_\_ No (if “yes,” attach licenses labeled 18)

**20. Certification.** The undersigned hereby affirms (1) that he/she is a duly authorized agent of the Contractor and (2) that the information submitted in/with this form is true and correct. Any information submitted herein that is later found to be false shall serve as grounds for disqualifying the Contractor’s Response.

a. Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

b. Printed Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

c. Firm Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

d. Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

e. City, State, Zip: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

f. Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

g. Fax: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

h. E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorized Representative’s Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Attach all requested exhibit items to the end of this document and clearly label each exhibit with the corresponding question number.

**INVITATION FOR BID #IFB-25-003**

**PROPRIETARY / CONFIDENTIAL STATEMENT**



‘I/We acknowledge that subsequent to award of this solicitation, all of, or part of this submittal may be released to any person or firm who may request it, as prescribed by the State of Colorado Open Records Act CRS 24-72-201 et seq., as amended, and that:

\_\_\_\_\_ None of this submittal is considered proprietary and/or confidential

**OR**

\_\_\_\_\_ The portions/pages of this submittal identified below are proprietary and/or confidential for the reasons stated (cite the specific exemptions allowed by the Colorado Open Records Act/Government Code). ***A clearly identified redacted softcopy of the original Response is required if this section is selected***.

Page: Code: Reason:

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

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**General reference to Freedom of Information Act (FOIA) or Colorado Open Records Act (CORA) is not sufficient justification. The County has the final discretion in determining whether information is subject to disclosure under CORA.**

I/We acknowledge that the above statements may be subject to legal review and challenge.

Signature below indicates that applicant has read all the information provided above and agrees to comply in full. This form is considered as a section of the Invitation For Bid, IFB-25-003 and therefore, this signed document shall be considered and fully submitted with the original package.

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

Authorized Representative’s Signature Date

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

Printed Name Title

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

Company Name

**INVITATION FOR BID #IFB-25-003**

NO BID STATEMENT



El Paso County values your input. Your input assists us in building competitive solicitations and ensuring our solicitations are cutting edge and relevant. Please spend a few minutes to complete this form and return it to the Contracts and Procurement Division.

Please send to: El Paso County

Ryan Rogers,

IFB-25-003; CONSTRUCTION OF THE BEACON LITE ROAD IMPROVEMENT PROJECT

RyanRogers2@elpasoco.com

Specifications too “strict” (i.e. – geared toward one brand or manufacturer only, etc.). Please explain.

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

Specifications are unclear. Please explain.

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Other. Please explain in detail.

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☐ We are unable to meet specifications

☐ Insufficient time to respond to the solicitation

☐ Our schedule would not permit us to perform within the required time

☐ We are unable to meet insurance and/or bonding requirements

☐ We do not offer this product or service

PRINT OR TYPE YOUR INFORMATION

Company Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ City/State/Zip: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorized Representative’s Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**INVITATION FOR BID #IFB-25-003**

SUBMISSION FORM



**ELECTRONIC SUBMISSION OF OFFERS:** El Paso County will only accept electronic bid proposals submitted through the Rocky Mountain E-Purchasing system. A Submittal Log will be posted within three (3) Business days after the Opening and after the County has had an opportunity to review and verify the submittals offered to the County.

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 Applicant is responsible for ensuring its Response is posted in its entirety by the due date and time outlined in the solicitation document. No allowances will be provided to those Contractors whose submittal is not uploaded prior to the due date and time outlined in the solicitation.

If the submittal arrives late and/or is not uploaded in its entirety, it will not be included in the electronic lockbox.

***ALL signatures on required documents must be in blue ink or a verifiable electronic signature***

**Contractor shall check (✓) to confirm that the following documentation has been submitted:**

\_\_\_ Signed Cover Sheet from this Solicitation

\_\_\_ Contractor Information Form

\_\_\_ Proprietary / Confidential Statement

\_\_\_ Signed copies of any addenda issued regarding this Solicitation

\_\_\_ W9 Documentation / Universal Entity Identifier (UEI) Number

\_\_\_ Exhibit 1, 2, 3, and 4

\_\_\_ Bid Form

Does your offer comply with all of the **terms and conditions** of this solicitation and the attached Agreement?

Yes  No If not, indicate exceptions on Exhibit 1.

Does your offer meet or exceed all of the **specifications** of this solicitation and the attached Agreement?

Yes  No If not, indicate exceptions on Exhibit 1.

**Contractor’s response to the following question will not be considered in awarding this Solicitation.**

El Paso County actively participates in purchasing between and among government agencies to combine purchasing power and resources and to obtain lower costs of procurement for quality goods and services. As such, we hereby request that other agencies of government be permitted to avail themselves of any award resulting from this solicitation and purchase any and all items specified herein from the successful Contractor(s) at the contract price(s) established herein. Each agency would establish its own contract, issue its own orders, be invoiced therefrom, make its own payments, and issue its own exemption certificates as required by the Contractor. It is understood and agreed that El Paso County would not be a legally binding party to any contractual agreement made between any other agency and the Contractor as a result of this Solicitation.

**May other units of government avail themselves of this contract and purchase any and all items specified.**

Yes  No

INVITATION FOR BID #IFB-25-003

EXHIBIT 1 – EXCEPTIONS FORM



**EXHIBIT 1: EXCEPTIONS**

Print the words "no exceptions" (here)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ if there are no exceptions taken to any of the terms, conditions, or specifications of these Response documents or contract.

If there are exceptions taken to any of the terms, conditions, or specifications of the Response document or contract, they must be clearly stated on a separate sheet of paper attached to this sheet and returned with your Response.

**Note:** All potential Offerors are hereby advised that exceptions taken may be considered during the evaluation phase which may affect the final scoring of Responses. Offerors stipulating that the County must use their contract or agreement may be determined non-responsive and their Response determined unacceptable.

Company Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(County, State and Zip Code)

Federal Tax ID#: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

FAX: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorized Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name/Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**INVITATION FOR BID #IFB-25-003**

EXHIBIT 2 – LOBBYING RESTRICTION CERTIFICATION



**EXHIBIT 2: RESTRICTIONS ON LOBBYING CERTIFICATION**

Pursuant to United States Public Law 101-121, Section 319, the undersigned duly authorized official of the proposer hereby certifies, to the best of her/his knowledge and belief, that:

1. No Federal appropriated funds have paid or will be paid, by or on behalf of the undersigned, to any person for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person or agency for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit a Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
3. The undersigned duly authorized official shall require and ensure that the language of this certification be included in any award documents for subcontracts, grants, loans, and cooperative agreements, and that all subcontractors shall so certify and disclose accordingly.

This Certification is a material representation of fact, upon which reliance was placed when this transaction was made or entered into. The submission of this Certification is a prerequisite for making or entering into this transaction, imposed by Title 31 USC Section 1352. Any proposer (person) who fails to file the required certification shall be subject to civil penalty of not less than ten thousand dollars ($10,000) and not more than one hundred thousand dollars ($100,000) for each such failure to file.

**I DO CERTIFY  I DO NOT CERTIFY**

Proposer:

Signature:

Title:

Date:

**INVITATION FOR BID #IFB-25-003**

EXHIBIT 3 – NON-COLLUSION AFFIDAVIT



**EXHIBIT 3: NON-COLLUSION AFFIDAVIT**

The undersigned duly authorized official of the proposer hereby certifies, to the best of her/his knowledge and belief, that:

1. That I am an officer or employee of (proposing entity) having the authority to sign on behalf of the corporation, and,
2. That the prices in the attached Response were arrived at independently by \_\_\_ \_\_\_\_\_\_\_\_\_ (proposing entity) without collusion, consultation, communication, or any agreement, for the purpose of restricting competition as to any matter relating to such prices with any other proposer or with any other competitor regarding an understanding, or planned common course of action with any other Contractor of materials, supplies, equipment, or service described in the IFB/IFB designed to limit independent Responses or competition; and
3. That unless otherwise required by law, the contents and prices contained in the Response have not been communicated by (proposing entity) or its employees or agents to any person not an employee or agent of (proposing entity), or its surety on any bond furnished with the Response, and will not be communicated to any such person prior to the official opening of the Response; and,
4. That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

**I DO CERTIFY  I DO NOT CERTIFY**

Proposer:

Signature:

Title:

Date:



**INVITATION FOR BID #IFB-25-003**

EXHIBIT 4 – MINIMUM INSURANCE REQUIREMENTS

**EXHIBIT 4: MINIMUM INSURANCE REQUIREMENTS**

For this contract, the following provisions for insurance shall apply:

The Contractor agrees to procure and maintain, during the life of this Agreement, a policy, or policies of insurance against all liability, claims, demands and other obligations assumed by the Contractor, pursuant to Attachment A. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law. The Contractor shall not be relieved of any liability, claims, demands or other obligations assumed pursuant to Attachment A, by reason of its failure to procure or maintain, during the life of this Agreement, insurance in sufficient amounts, durations, or types.

The Contractor shall procure and maintain, during the life of this Agreement, for itself and any subContractors, the minimum insurance coverages listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to the County. All coverage shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by the Contractor, pursuant to Attachment A. In the case of a claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Notwithstanding the foregoing, when the Contractor requires a subContractor to obtain insurance coverage, the types and minimum limits of this coverage may be different than those required, as stated herein for the Contractor.

1. The certificate of insurance provided by the Contractor shall be completed by the Contractor's insurance agent as evidence that policies providing the required coverages, conditions and minimum limits are in full force and effect and **shall be reviewed and approved by the County prior to commencement of the Agreement**. No other form of certificate shall be used. The certificate shall identify this Agreement and the coverages afforded under the policies. **The certificate of insurance must be on file with the County prior to commencement of the Agreement**. The completed certificate of insurance shall be sent to:

El Paso County

Board of County Commissioners

Attn: Contracts and Procurement Division

15 East Vermijo Avenue

Colorado Springs, Colorado 80903

2. It is the affirmative obligation of the Contractor to notify the County's Contract Specialist, as provided in this Agreement, including e‑mailing (PURCOI@elpasoco.com) a copy of the notice to the Contracts and Procurement Division, within two (2) business days of the cancellation or substantive change to any insurance policy required under this Agreement, and failure to do so shall constitute a breach of this Agreement.

3. Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a material breach of contract upon which the County may immediately terminate this Agreement or, at its discretion, the County may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the County shall be repaid by Contractor to the County upon demand, or the County may offset the cost of the premiums against any monies due to Contractor from the County.

4. The County reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

5. The parties hereto understand and agree that the County, its officers and employees, are relying on and do not waive or intend to waive by any provision of this Agreement the monetary limitations (presently Three Hundred Eighty-Seven Thousand Dollars ($387,000) per person, and One Million Ninety-Three Thousand Dollars ($1,093,000) per occurrence), which amounts shall be adjusted by an amount reflecting the percentage change over a four-year period in the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for Denver-Boulder-Greeley, All Items, All Urban Consumers, or its successor index, or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq*., as from time to time amended, or otherwise available to the County, its officers or employees.

**El Paso County and PPRTA must be included on the General Liability insurance as an additional insured.** Certificates of Insurance must be submitted before commencing work and provide 30 days’ notice prior to any cancellation.

It shall be the responsibility of the Contractor to ensure that all sub-Contractors carry insurance of not less than those coverages and limits specified herein. Proper evidence of this compliance must be forwarded to appropriate department prior to the inception of any work by sub-Contractor.

The undersigned certifies and agrees to carry and maintain the insurance requirements indicated above throughout the contract Period of Performance.

(Name of Company)

(Signature) (Date)

**ATTACHMENT A**

**INSURANCE CHECKLIST**

**SOLICITATION NUMBER: IFB-25-003**

**TITLE OF SOLICITATION: CONSTRUCTION OF THE BEACON LITE ROAD IMPROVEMENT PROJECT**

**Insurance items checked below have been identified as necessary requirements for this Contractor per the desired scope of work.**

**EL PASO COUNTY and PPRTA SHALL BE NAMED AS ADDITIONAL INSURED ON ALL RELEVANT POLICIES.**

|  |  |  |
| --- | --- | --- |
| **Insurance Item:** | **Required** | **Waived** |
| Contractor shall obtain and maintain, and ensure that each SubContractor shall obtain and maintain, insurance as specified in this section and per **EXHIBIT 5 at** all times during the term of this Contract. All insurance policies required by this Contract shall be issued by insurance companies as approved by the County. | **X** |  |
| **Workers’ Compensation:** Workers’ compensation insurance as required by state statute, and employers’ liability insurance covering all Contractor or SubContractor employees acting within the course and scope of their employment. | **X** |  |
| **Commercial General Liability:** Commercial general liability insurance covering premises operations, fire damage, independent Contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: $1,000,000 each occurrence; $2,000,000 general aggregate; $1,000,000 products and completed operations aggregate; and $50,000 damage to premises rented to you – anyone premises. | **X** |  |
| **Automobile Liability:** Automobile liability insurance covering any auto (including owned, hired, and non-owned autos) with a minimum limit of $1,000,000 each accident combined single limit. | **X** |  |
| **Subrogation Waiver:** All insurance policies secured or maintained by Contractor in relation to this contract shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against the County, its agencies, institutions, organizations, officers, agents, employees, and volunteers. | **X** |  |
| **Garagekeepers Coverage:** Garagekeepers coverage for loss to vehicles in the Contractors custody for servicing or storage with a minimum limit of $500,000 for each loss. |  | **X** |
| **Umbrella Liability Insurance**: Commercial Umbrella/Excess Liability Insurance for bodily injury and property damage liability must sit over Contractor’s primary Employer’s Liability, Commercial General Liability and Commercial Automobile Liability with limits of $1,000,000 each occurrence and aggregate. Higher or Lower limits may be required or determined acceptable at the sole discretion of County. | **X** |  |
| **Protected Information:** If Contractor’s scope of work will include access to Confidential Information, such as PII, PHI, PCI, Tax Information, and CJI, Contractor shall maintain Cyber/ Network Security and Privacy Liability Insurance in an amount of not less than $1,000,000 each occurrence; and $2,000,000 general aggregate to cover civil, regulatory and statutory damages, contractual damage, as well as data breach management exposure, and any loss of income or extra expense as a result of actual or alleged breach, violation or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information, as well as confidential information of County. |  | **X** |
| **Pollution Liability:** If Contractor’s scope of work includes any pollution liability exposure, Contractor must provide and maintain a separate Pollution Liability Insurance policy. Such insurance shall include coverage for the Hold-Harmless or Indemnification Clause contained in this Agreement. Coverage shall include Additional Insured status in favor of County, its agents and employees and a Waiver of Subrogation in favor of additional insured parties the policy shall be written with a limit of liability no less than $1,000,000 each occurrence and aggregate. | **X** |  |
| **Professional Liability/Malpractice Insurance:** Professionals to include physicians, nurses, psychologists, social workers, etc. If Contractor’s scope of work includes the performance of professional services, Contractor shall provide and maintain, for the statute of repose, Professional liability insurance covering any damages caused by an error, omission in performance of the professional services with minimum limits as follows: $1,000,000 each claim; and $2,000,000 general aggregate. Policy shall include coverage for bodily injury and sexual misconduct claims. |  | **X** |
| **Professional Liability Insurance:** Professionals to include Architects, Engineers, Construction Managers. If Contractor’s scope of work includes the performance of professional services, Contractor shall provide and maintain, for the statute of repose, Professional liability insurance covering any damages caused by an error, omission, or negligent professional act in performance of the professional services with minimum limits as follows: $1,000,000 each claim; and $2,000,000 general aggregate. |  | **X** |
| **Professional Liability Insurance (Errors and Omissions):** Miscellaneous professions to include IT Contractors/Programmers, Insurance Brokers, Accountants, Real Estate Agents, Etc. If Contractor’s scope of work includes the performance of professional services, Contractor shall provide and maintain, for the statute of repose, Professional liability insurance covering any damages caused by an error, omission, or negligent professional act in performance of the professional services with minimum limits as follows: $1,000,000 each claim; and $2,000,000 general aggregate. |  | **X** |
| **Crime Insurance:** If Contractor’s scope of work includes Contractor or Contractor’s employees’ involvement with money or securities of County, Contractor shall provide and maintain Commercial Crime coverage for a loss arising out of or in connection with any fraudulent or dishonest act committed by employees of the Contractor, in an amount of not less than $1,000,000 single limit. Commercial Crime Coverage shall include third party liability coverage and list County as a loss payee |  | **X** |
| **Builders Risk:** The Contractor shall purchase and maintain All Risk Builder's Risk insurance upon the entire Project to One Hundred Percent (100%) of the insurable value thereof for the benefit of the Owner and the Contractor. Such insurance shall include any and all direct damage to all structures under construction (including temporary structures) and all materials, supplies, machinery, and equipment at the work site which are or will be incorporated in the work, which is caused by hazards such as but not limited to, the hazards of fire, lightning, wind, earthquake, flood, vandalism, malicious mischief, and other hazards included in a standard Extended Coverage Endorsement. | **X** |  |

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|  |

**INVITATION FOR BID #IFB-25-003**

ATTACHMENT B – SAMPLE TRADE CONTRACTOR AGREEMENT



The Sample Trade Contractor Agreement is included in this solicitation for information and reference purposes only.

It is the responsibility of the Contractor to provide any exceptions to this Solicitation and/or Sample Trade Contractor Agreement with its response for evaluation by PPRTA and El Paso County. It is the responsibility of the Contractor to provide the Solicitation and Sample Trade Contractor Agreement to their Legal Counsel for review and notation of any exceptions prior to submitting a proposal.

Following the determination of award, PPRTA and El Paso County and the successful Contractor will execute this document to consummate a contract between the parties. The Solicitation and the Contractor’s Offer will be attached and incorporated as part of the contract.

**REMAINDER OF PAGE LEFT INTENTIONALLY BLANK**