

EL PASO COUNTY



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COLORADO

EL PASO BOARD OF COUNTY COMMISSIONERS

FINANCIAL SERVICES DEPARTMENT
Contracts & Procurement Division

INVITATION FOR BIDS IFB NO.: 22-026 ELBERT BRIDGE DECK REPLACEMENT PROJECT

Sealed bids for the **Elbert Bridge Deck Replacement Project** (BRO CO40-040, 20603) for the El Paso County Department of Public Works (Engineering Division) will be received through Rocky Mountain E-Purchasing System by the El Paso County Contracts & Procurement Division, 15 E. Vermijo Avenue, Colorado Springs, CO 80903, by no later than **3:00 PM (MST), Wednesday, March 9, 2022**, at which time they will be publicly opened and read aloud.

This project is being funded by the following sources: Federal/CDOT and El Paso County. The Project is subject to Davis-Bacon requirements and there is a DBE goal of 0% and OJT goal of 0%.

A VOLUNTARY PRE-BID CONFERENCE will be held at 3275 Akers Drive, Colorado Springs, CO 80922 at **3:00 PM (MST), Tuesday, February 22, 2022**. While this meeting is not mandatory, it is strongly recommended that interested firms attend to have questions answered.

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

Final questions are due no later than **3:00 PM (MST), Thursday, February 24, 2022**. Questions shall be submitted in writing via Rocky Mountain E-Purchasing System.

PLEASE USE THE ROCKY MOUNTAIN E-PROCUREMENT WEBSITE & LOG ONTO www.bidnetdirect.com TO DOWNLOAD DOCUMENTS.

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

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

BOARD OF COUNTY COMMISSIONERS
EL PASO COUNTY

/s/ TRACI GORMAN

15 E. VERMIMO AVENUE
OFFICE: (719) 520-6390



COLORADO SPRINGS, CO 80903
FAX: (719) 520-6730

IFB NO.: 22-026

DUE DATE: March 9, 2022

EL PASO COUNTY
CONTRACTS AND PROCUREMENT DIVISION

RESPONSE CHECKLIST
FOR
ELBERT BRIDGE DECK REPLACEMENT PROJECT

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

The Bidder shall check each box indicating compliance.

THIS CHECKLIST MUST BE SUBMITTED AS PART OF YOUR BID PACKAGE

Submitted via Rocky Mountain E-Purchasing System IN THE ORDER listed below:	
	Response Checklist
	Addendum(s) Acknowledgement (if applicable)
	Bid Form
	Bid Bond (5%)
	Work Plan and Schedule
	Copies of General/Vehicle Liability Insurance and Worker's Compensation Certificates
	Qualification Statement
	Declaration Form
	Statement of Anticipated Subcontractors
	CDOT Form 606 – Anti-Collusion Affidavit
	CDOT Form 1413 – Bidder's List
	CDOT Form 1414 – Anticipated DBE Participation Plan

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

IFB NO.: 22-026

DUE DATE: March 9, 2022

**EL PASO COUNTY
CONTRACTS AND PROCUREMENT DIVISION**

GENERAL SPECIFICATIONS

**FOR
ELBERT BRIDGE DECK REPLACEMENT PROJECT**

El Paso County (“County”), Colorado is seeking written bids from qualified, licensed, and experienced contractors to provide all labor, materials, and equipment necessary for the Construction of the Elbert Bridge Deck Replacement Project, which generally includes but is not limited to: All required demolition of existing steel deck, bridgerail and replace with a new concrete bridge deck including new bridgerail and paint the entire bridge, per the attached specifications and drawings herein.

This project is being funded by the following sources: Federal/CDOT and El Paso County. The Project has Federal, State (CDOT) and El Paso County oversight. **The Project is subject to Davis-Bacon requirements and there is a DBE goal of 0%.**

The County of El Paso, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.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 advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

IFB TIMETABLE

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

IFB NOTICE ADVERTISED ON BIDNET	February 9, 2022
PRE-BID CONFERENCE	3:00 PM (MST), Tuesday, February 22, 2022
FINAL IFB QUESTIONS DUE	3:00 PM (MST), Thursday, February 24, 2022
BID DUE DATE	3:00 PM (MST), Wednesday, March 9, 2022
BID REVIEW	<i>Week of March 14th 2022</i>
<i>CLARIFICATIONS / IF NECESSARY</i>	<i>Week of March 14th 2022</i>
<i>RECOMMENDATION OF AWARD TO BOCC</i>	<i>Late March/Early April 2022</i>
<i>ESTIMATED NOTICE TO PROCEED</i>	<i>Late April 2022</i>

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

I. GENERAL INFORMATION

A. BACKGROUND

The Project is located along Elbert Road approximately 0.4 miles north of Latigo Blvd. within unincorporated El Paso County.

The proposed improvements will include (but are not limited to):

- Demolition of existing steel bridge deck;
- Demolition of existing bridgerail and necessary guardrail;
- Construct new reinforced concrete bridge deck as per plan;
- Construct new bridgerail (Type 10 as per plan);
- Paint all exposed bridge steel (properly prepare, sand and prime);
- Provide full containment per specifications;
- Provide proper temporary construction bracing, shoring and rigging during entirety of project as required;
- Provide and maintain traffic control throughout the entirety of the project;
- Any additional as required per plans and specifications to fully construct the concrete bridge deck;
- Paving as required (Optional)
- Striping as required (Optional)
- Unclassified excavation as required (Optional)
- Aggregate base course as required (Optional)

This work shall also include providing all temporary best management practices (BMP's) to properly protect the drainage way from run-off, construction debris and sediment, bird nest protections and proper removals and SWMP for less than one acre of disturbance.

The Project requires coordination with the utility companies during construction however there are no known utility impacts for this project. Contractor is responsible for coordinating with the Utility companies such as utility locates before construction can begin.

The Contractor's approved traffic control plan shall always be maintained unless otherwise approved by the Engineer. See specifications and proposed bridge detour. Access to businesses, residences shall always be maintained at all times.

All of the construction will be within the County right-of-way or within easements obtained by the County.

Construction Management (CM) services and materials testing for quality assurance shall be provided by El Paso County. Quality Assurance is provided by El Paso County, but all Quality Control shall be the contractors responsibility as per the specifications.

The construction contract is a working day contract and **construction shall be completed in sixty days (60) workable working days**. In addition to the working day contract, all work that is eligible for Federal reimbursement must have invoices submitted by no later than 7/31/2021 (Federal eligible reimbursement total amount will be reimbursed with El Paso County at an 80/20 split not to exceed \$296,656 for Federal funding, any additional overmatch funding will be provided by El Paso County).

BID FORM CLARIFICATION: The “SUMMARY OF QUANTITIES” on O&E Engineering sheet 1 dated 2/28/20 is for engineering and construction purposes. Use the BID TAB for payment of all items listed within the “SUMMARY OF QUANTITIES” and as specified. BID TAB should be considered complete for all project compensation.

B. REQUIRED CDOT FORMS

The Contractor shall provide the following CDOT forms with their bid submittal:

Required Form	Due Date
CDOT Form 606 – Anti-Collusion Affidavit	With bid submittal
CDOT Form 1413 – Bidders List	With Bid Submittal
CDOT Form 1414 - Anticipated DBE Participation Plan	With bid submittal

Upon notification to the apparent selected Bidder, the Contractor must comply with the following checklist within the timelines identified (shown in chronological order):

Required Form	Due Date
CDOT Form 605 - Contractors Performance Capability Statement	4:00 PM the day after Notification of Apparent Award
CDOT Form 621 - Assignment of Antitrust Claims	4:00 PM the day after Notification of Apparent Award
CDOT Form 1416 - Good Faith Effort Report	4:00 PM the day after Notification of Apparent Award
CDOT Form 1415 - Commitment Confirmation	4:00 PM the 3 rd day following Notification of Apparent Award
CDOT Form 205 - Sublet Permit Application	Two weeks prior to subcontractor commencing <u>any</u> work on the project.
CDOT Form 1337 - Contractor Commitment to Meet OJT Requirements	Prior to Pre-Construction meeting
CDOT Form 1425 - Supplier List	Prior to Pre-Construction meeting
CDOT Form 1418 - Monthly Payment Summary	At each Progress Payment
CDOT Form 1420 - DBE Participation Plan Modification Request	As needed with each Progress Payment
CDOT Form 1419 - DBE Participation Report	At Final Payment

C. PERMITS

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

- Construction Activity Permit - El Paso County Health Department
- COR400000 Stormwater Discharge Permit - CDPHE
- Erosion and Stormwater Quality Control Permit (ESQCP) – El Paso County Public Works (fee waived)
- El Paso County Work in the Right-of-Way Permit (fee waived)
- Dewatering Permit from the Colorado Department of Health and Environment

The following permits are required for the Project and have been obtained by the County:

- Floodplain Permit (see attached (attachment #09))

II. TECHNICAL REQUIREMENTS

These bid specifications incorporate the documents entitled “STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION”, Colorado Department of Transportation, State of Colorado (2021), the “Pikes Peak Region Asphalt Paving Specifications” (version 5, March 20, 2019), the “El Paso County Engineering Criteria Manual” (Revised 10/14/2020 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” (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”, the “El Paso Count Engineering Criteria Manual”, and the “Colorado Springs City Engineering Division Standard Specifications” for use in proposing and construction of the Project.

The Colorado Department of Transportation Standard Specifications for Road and Bridge Construction, 2021, controls construction of this Project. The special provisions supplement or modified Standard Specifications 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, 2021.

Asphalt materials and activities for the Elbert Bridge Deck Replacement Project shall be in accordance with the “Pikes Peak Region Asphalt Paving Specifications”.

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

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

A. PROJECT SPECIAL PROVISIONS

NOTE: This section is attached as a separate document.

B. CDOT STANDARD SPECIAL PROVISIONS

NOTE: This section is attached as a separate document.

C. CONTRACTOR RESPONSIBILITIES

1. **Warranty:** Paragraph 3.5.3 of the General Conditions to the Contract does apply. Contractor shall verify all dimensions, measurements and amounts, and ensure safety and security of the work.
2. **Labor:** The Contractor shall conform to all the provisions of the Federal, State, and Local laws and regulations relating to labor. Article XXII, Paragraph 22.12 of the General Conditions to the Construction Contract does not apply to federally funded projects.
3. **Work Hours:** The Contractor may work during daylight hours only or between 7:00 AM and 7:00 PM, whichever is stricter, unless otherwise approved by the Engineer or as specified in the Project Specifications.

- 4. Licenses & Permits:** Contractor shall have or obtain all necessary permits, licenses, certifications and insurance required before commencing the work. Contractor shall be responsible to pay all costs for permits, licenses, certifications, fees and insurance which may be required to perform the work required. All costs to apply and comply with the permits shall be included in the Contract and shall not be paid for separately.
- 5. 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.
- 6. Legal Relations & Responsibility To The Public:** The Contractor shall keep fully informed of all Federal, State, and Local laws, ordinances, and regulations and all orders and decree of Bodies or tribunals having any jurisdiction or authority, which may in any manner affect those engaged or employed on the Work or which in any way affect the conduct of Work, or Contractor's ability to perform the Work. Contractor shall at all times observe and comply with such laws, ordinances, regulations, orders and decrees; and shall protect and indemnify the County of El Paso, and their representatives, to include employees, agents, consultants, and subcontractors of each, against any claim or liability arising from or based on the violations of any such law, ordinance, regulations, order, or decree, whether by itself or its employees.
- 7. EEO-1 Survey:** An EEO-1 Report shall be submitted to the Joint Reporting Committee if the contractor and subcontractors meet the eligibility requirements (29CFR 1602.7). For additional information regarding these federal requirements, please refer to:
<https://www.eeoc.gov/employers/eeo1survey/faq.cfm>
- 8. 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.
- 9. Surveying:** All surveying for the project shall be provided by the Contractor.
- 10. Character of Workers, Methods, & Equipment:** The Contractor shall, at all times, employ sufficient labor and equipment to properly perform the Work per this solicitation. All workers shall have sufficient skill and experience to properly perform the Work assigned them. All equipment, which is proposed to be used on the Work, shall be of sufficient size and in such mechanical conditions as to meet the requirement of the Work. If in the opinion of the El Paso County Engineer, employees and/or a certain type of equipment are not producing the Work required by the contract, the Contractor shall discontinue the use of said employees and/or equipment, when notified in writing.
- 11. Safety:** The Contractor shall ascertain and ensure that its personnel are equipped with and use all safety devices required to comply with Federal, State, and Local regulations, including but not limited to, the Occupational Safety and Health Administration (OSHA).
- 12. 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. Permits, as required, must be obtained by the Contractor at its cost. Permits issued by El Paso County will be provided to the Contractor at no cost.

Permits will not relieve the Contractor of liability for damage which may result from moving equipment. The operation of equipment of such weight or so loaded as to cause damage to roadways or to structures or to any type of construction will not be permitted. Hauling of materials over base or surface courses shall be only as directed by the Engineer. The Contractor shall be responsible for all damage done by their hauling equipment. Suppliers shall also use County designated truck routes for all through traffic, deviating from the route(s) only at the point closest to the pick-up or drop-off of goods or materials.

- 13. Inspections: Quality control (QC), including but not limited to, compaction and materials testing is the Contractor's responsibility.** For bidding purposes, the Contractor shall reference the 2019 CDOT Construction Manual for minimum testing and associated frequencies. Type of testing and/or frequencies may change depending on field conditions and Contractor's means and methods. El Paso County or its consultant will provide Construction Management (CM) services and will conduct materials testing for quality assurance.
- 14. Utilities:** Utility relocations are not anticipated for this project however should any be required the contractor shall coordinate all utility removals, resets, adjustments, or other work as necessary to construct the project and maintain utility service with each affected utility company. The Work will require full cooperation between the Contractor and the utility companies.
- 15. Traffic Control:** Elbert Bridge will be closed during construction of the Project. 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 outlined in the Project Special Provisions. The Contractor shall provide and maintain traffic control for all work within the project limits, including full detour as shown in special provisions.
- 16. Project Management:** The Contractor shall identify a project manager who will work directly for and support the County Project Manager in the management and administration of the project. The Contractor's project manager shall be responsive on a daily basis Monday through Friday throughout the project. The Contractor shall also identify an assistant project manager capable of filling in for the project manager in the event that the project manager is not available due to travel, illness, or other event that will be longer than one week in length. The County Project Manager will be the primary point of contact for the County, however daily coordination and communications shall occur between the Contractor and the Project Inspector.
- 17. Public Relations:** Contractor shall support El Paso County as necessary for proper Public Relations requirements however Public Relations will be the responsibility of El Paso County.

D. UNACCEPTABLE AND UNAUTHORIZED WORK

1. 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.
2. Unacceptable work, whether the result of poor workmanship, use of unacceptable materials, or damage through carelessness or any other cause found to exist prior to the final acceptance of the Work, shall be removed immediately by the Contractor and replaced in an acceptable manner, at no additional cost to the County.
3. 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.

E. RETAINAGE, PAYMENTS, ACCEPTANCE, AND FINAL PAYMENT

1. Partial payment will be made no more frequently than once a month, for Work satisfactorily completed, and accepted by the County Engineer, as the Work progresses. Said payments will be based upon an invoice submitted by the Contractor, and if necessary, a written estimate prepared by the County's Inspector of the value of Work performed and materials furnished and placed in accordance with the contract. The invoice shall reference the appropriate Purchase Order number, a detailed description of the Work performed including location(s), quantities, unit prices and extended prices. The County shall retain 5% of the amount estimated as payable, exclusive of mobilization and payments for materials on hand, to a maximum of 5% of the original contract amount, until successful completion and acceptance by the County of the entire contracted Work. The County Project Manager will approve and process payment requests. Then the balance less all previous payments shall be paid after appropriate Notice of Final Payment has been published by the County Contracts & Procurement Division.
2. Prior to acceptance by the County of the Project as fully completed, the Contractor shall clean areas wherein the construction equipment was parked; shall clear all the areas within the rights of way of all unnatural rubbish, excess materials; and will leave these areas in a condition acceptable to the County.
3. Upon notice from the Contractor of presumptive completion of the entire contracted Work, the County Project Manager will 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.
4. 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.
5. The County reserves the right to not approve payment wherein the service claimed on the invoice is not, in the County's sole opinion, satisfactory or cannot be adequately verified by the County. If the County has to supply services and/or contract with another vendor for the services contracted hereunder, due to Contractor's inability to perform as required, the cost will be charged back to the Contractor.
6. The Contractor shall be responsible for invoicing the County. Invoices shall not reference more than one contract or purchase order. Invoices may not be submitted more frequently than once a month, and payment is Net 30 after receipt of invoice and ALL required backup documentation. ***The Contractor shall submit all listed information/documents/forms with their invoice.*** The Contractor shall submit invoices which shall contain, at a minimum, the following detailed information:
 - 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 signed by Contractor
- CDOT Form 1418 and/or Form 1419 to be attached
- WH-347 Certified Payroll Form (Davis-Bacon Requirement)
- Updated master schedule (as applicable)

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

III. BID PROCESS REQUIREMENTS

A. PRE-BID CONFERENCE: A Voluntary **Prebid Conference** will be held at 3275 Akers Drive, Colorado Springs, CO 80922 at **3:00 PM (MST), Tuesday, February 22, 2022**. The conference attendee shall be an agent of the Bidder, familiar and involved in the Bidder's work and the bidding process. While this meeting is not mandatory, it is strongly recommended that interested firms participate to have questions answered.

B. INQUIRIES: All questions shall be submitted to Becky Schaffstein, Lead Procurement Specialist, Contracts & Procurement Division through Rocky Mountain E-Purchasing System. As appropriate, questions submitted in writing shall be answered and published in an addendum(s) on www.bidnetdirect.com. Bidders finding fault in the specifications contained in this IFB should notify the Procurement Specialist named above by the final questions due date and time listed above. The individual listed above is the only representative of the County with authority to provide any information, clarification, or interpretation regarding the plans, specifications, and any other contract documents or requirements.

C. BID REQUIREMENTS

- 1. Bidder Requirements:** The Bidder agrees that they shall provide the materials and/or perform the Work herein under the terms and conditions set forth in the awarded Contract and/or Purchase Order; and shall furnish and be responsible for all the labor, materials, tools, equipment, transportation, insurance, notifications, permits, and all other services and facilities necessary, including all incidental work and appurtenances as may be reasonably implied and as described in the specifications and other contract documents. All costs incidental to these requirements will not be paid for separately, but shall be included in the Work, including any testing required to approve an alternate source of backfill. The Contractor shall be responsible to pay all costs for permits, licenses, fees, and insurance which may be required to perform the Work required, unless stated otherwise herein. Surcharges are not allowed.
- 2. Bid Review:** Pursuant to Subsections 102.04 and 102.05, it is recommended that bidders on this Project review the Work site and Plan details. The Bidder certifies that it has examined the location of the proposed Work and is familiar with the drawings and the specifications and all contract documents related thereto, and the local conditions at the place where the Work is to be done. The Bidder has carefully checked all the quantities and understands that the County will not be responsible for any errors or omissions on the part of the Bidder in making this bid.
- 3. Pricing:** For bidding purposes, if there is a conflict between the extended total of an item and the Unit Price, the Unit Price shall prevail. All costs incidental to these requirements will not be paid for separately but shall be included in the work. Quantities noted are estimates based on the most current information available to the County. Any approved changes shall be based upon the unit prices.

The following must be provided with your bid:

4. **Bid Form:** Contractor shall use the Bid Form attached to this IFB. Other forms/formats will not be accepted.
5. **CDOT Forms** - Contractor shall provide the following forms with their bid:
 - a. CDOT Form 606 – Anti-Collusion Affidavit
 - b. CDOT Form 1413 – Bidders List
 - c. CDOT Form 1414 – Anticipated DBE Participation Plan
6. **Bid Bond:** Each bid shall be accompanied by a Bid Guarantee in the amount not less than five (5%) percent of the total bid price in the form of a bid surety bond issued by a company rated not lower than A- in Best's Insurance Guide, latest edition, or have a Best's Financial Rating of at least class X, cashier's check, or certified check drawn on an acceptable bank and payable without qualification to El Paso County.
7. **References:** Bidders shall provide customer references on or with the Qualification Statement Form included in this IFB. These forms shall serve the purpose of determining whether or not a bidder is responsive, responsible, and able to perform the Work required in the time frame allowed. Bidders must have all licenses and certifications required to perform the Work requested herein in order to submit a bid.
8. **Similar Projects:** Describe/summarize the Company's relevant experience. Include a maximum of 5 relevant projects with similar services, timelines and/or magnitudes, as applicable, on or with the Qualification Statement Form. Include the following information for each similar project.
 - a. Location of project
 - b. Description of overall project scope including size/cost
 - c. Describe services provided by Bidder and percentage of work provided by Bidder
 - d. Contact name, address, phone number and describe their association with the project
 - e. *Specifically identify if the similar projects had Federal funding and what type of Federal funding.*
9. **Work Plan and Schedule:** Describe/show how the Bidder plans to schedule the Work by task, availability of materials, equipment & labor, etc. to maximize construction efficiency. Schedules shall include start date, key tasks, project milestones, phasing, completion date etc. and shall be as comprehensive as practicable. Schedules submitted for this bid shall assume a Notice to Proceed per the IFB Timetable. The start date will be based on the actual Notice to Proceed and approved schedule.
10. **Key Personnel:** The Contractor shall provide the following information for, at a minimum, the Project Manager, Superintendent and Foreman(s):
 - a. List of Key Personnel with name, title and scope of their work for each applicable phase of construction (multiple people may be named for each position for bidding purposes)
 - b. Resume or similar information for each Key Personnel, including details on applicable or similar past projects.
11. **Forms:** Bidders shall completely fill out ALL forms included in this IFB but may attach additional pages if more space is needed. Bids shall be complete and signed by an authorized representative of the bidder.

These forms shall serve the purpose of determining whether or not a bidder is responsive, responsible, and able to perform the Work required in the time frame allowed. Bidders must have all licenses and certifications required to perform the Work requested herein in order to submit a bid. Failure to submit all

information requested may result in the El Paso County Contracts & Procurement Division requiring prompt submission of missing information. Bid packages which are substantially incomplete or lack key information may be rejected by the Contracts & Procurement Division.

E. BID SUBMISSION

Bids must be submitted no later than 3:00 PM (MST), Wednesday, March 9, 2022, via Rocky Mountain E-Purchasing System. LATE BIDS WILL NOT BE ACCEPTED. Bids shall be complete and signed by an authorized representative of the contractor. Failure to submit all information requested may result in the El Paso County Contracts & Procurement Division requiring prompt submission of missing information. Bids which are substantially incomplete or lack key information may be rejected by the Contracts and Procurement Division. Additional information, literature, or brochures may be submitted WITH the bid form, or attached to it.

The Bid Opening for IFB 22-026 will take place VIA TELECONFERENCE utilizing the call-in information below:

Participant-guest login:

1. Dial access number: 1-720-279-0026
2. Enter the participant-guest pass code: 514880#

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

IT IS THE BIDDER'S RESPONSIBILITY TO VERIFY COUNTY RECEIPT OF BID.

By submitting a bid, the Bidder represents that it has:

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

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

F. INSURANCE REQUIREMENTS

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

G. BID AWARD

This Contract for this project will be awarded to the lowest qualified and responsible bidder. Issuance of this IFB and receipt of bids does not commit the County to award a purchase order or contract. The County reserves the right to postpone opening, to accept or reject any or all bids received in response to this IFB, to award a contract to one (1) or more bidders, or to cancel all or part of this IFB. Any Contract awarded between the

County and the successful Contractor may consist of Construction Contract (a copy of which is included in this IFB package) signed by both the parties, this IFB and its attachments and any addendums, the submitted bid package, original certificates of insurance, and the resulting Purchase Order(s). **If the Bidder does not agree with any terms or conditions of the solicitation and award documents, the Bidder must present its exceptions with its bid.** If no concerns are expressed by the Bidder, the County shall consider that all terms and conditions of the standard contract shall control. El Paso County reserves the right to reject bids based upon exceptions to the standard contract terms and conditions.

The bidder must be deemed responsive and responsible to be awarded this Project. To be deemed responsive, the bidder must be a person whose bid conforms in all material respects to the terms set out by the County in this Invitation for Bids. To be deemed responsible, the bidder must be a person who has the capability in all respects to perform in full the Contract requirements and the integrity and reliability that will assure good faith performance.

H. SINGLE BID RECEIVED

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

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

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

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

I. IFB REQUIREMENTS

It is not the intent of these specifications to cover 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 bidder is expected to carefully examine the size and scope of the proposed work prior to submitting its bid. The bidder certifies it has checked carefully all the specifications and attachments and understands that the County will not be responsible for any errors or omissions on the part of the bidder in compiling and submitting this bid. The bidder has examined the location(s) of the proposed work and is familiar with the specifications and all contract documents related thereto, and the local conditions at the place where the work is to be done. The bidder has checked carefully all the quantities and understands that the County will not be responsible for any errors or omissions on the part of the bidder in making this bid. All work performed shall meet all federal, state, and local regulations and codes. The bidder furthermore agrees, if awarded a Contract for work included in this proposal, to begin and to complete and to deliver the work contemplated in accordance with the conditions set forth in the Contract Documents.

Bid packages must be received in duplicate form [one (1) original and one (1) complete copy], signed by an authorized representative of the bidder. The Bid Form is a separate document, in spreadsheet format. By

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

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

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

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

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

Further, Contractors and authorized Subcontractors affirm they registered on sam.gov and are not presently excluded from participation, debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise ineligible to participate in a federal payment program by any federal or State of Colorado department or agency. If Contractor or Subcontractor, or any of their respective employees or authorized agents, is excluded from participation, or becomes otherwise ineligible to participate in any such program during the term of the Contract, County will notify the State in writing within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given to County, the County in its sole discretion, reserves the right to immediately cease contracting with Contractor and terminate this Contract without penalty to the County.

J. TERM OF CONTRACT

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

K. EMERGENCY CANCELLATION OF CONTRACT / AGREEMENT

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

L. ATTACHMENTS (Note: attachment items 10 thru 26 are consider as if attached but bidder is required to submit most current CDOT Forms as applicable and as required according to project specifications)

1. Bid Form
2. Elbert Deck Construction Plans (by Engineering Operations dated 2/28/2020)
3. Elbert Deck Construction Plans 202 Spec (see Project Specials)
4. Elbert Deck Construction Plans 509 Spec (see Project Specials)
5. Elbert Deck Drainage Letter
6. Asbestos & Lead Paint Survey
7. Project Special Provisions
8. CDOT Standard Special Provisions
9. Floodplain Permit
10. CDOT Form 205 – Sublet Permit Application
11. CDOT Form 605 – Contractors Performance Capability Statement
12. CDOT Form 606 – Anti-Collusion Affidavit
13. CDOT Form 621 – Assignment of Antitrust Claims
14. CDOT Form 1337 – Contractor Commitment to Meet OJT Requirements
15. CDOT Form 1413 – Bidders List
16. CDOT Form 1414 – Anticipated DBE Participation Plan
17. CDOT Form 1415 – Commitment Confirmation
18. CDOT Form 1416 – Good Faith Effort Report
19. CDOT Form 1418 – Monthly Payment Summary
20. CDOT Form 1419 – DBE Participation Report
21. CDOT Form 1420 – DBE Participation Plan Modification Request
22. CDOT Form 1425 – Supplier List
23. FHWA 1273 (Revised May 1, 2012)
24. Federal Requirements
25. OMB Uniform Guidance for Federal Awards
26. EEO-1 Report Sample
27. Construction Contract
28. General Conditions to the Contract
29. Instructions for Submitting Construction Bids
30. INSURANCE CHECKLIST – APPENDIX C

EL PASO COUNTY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY BIDS BASED ON ABILITY TO MEET OR EXCEED THE MINIMUM SPECIFICATIONS, PRICE, QUALITY, DELIVERY, AVAILABILITY OF MATERIALS, QUALIFICATIONS, EXPERIENCE, REFERENCES, DISCOUNTS, MANPOWER, EQUIPMENT, INSURANCE, BONDS, SCHEDULING, OR CAPABILITY OF BIDDERS TO PERFORM THE REQUIREMENTS AND ACCEPT THE BID THAT IS DEEMED TO BE IN THE BEST INTEREST OF EL PASO COUNTY.

Any questions regarding this IFB should be directed to Becky Schaffstein, Contracts & Procurement Division by email to BeckySchaffstein@elpasoco.com.

Becky Schaffstein

BECKY SCHAFFSTEIN, CPPB
LEAD PROCUREMENT SPECIALIST

EL PASO COUNTY
CONTRACTS AND PROCUREMENT DIVISION

CONTRACTOR'S QUALIFICATION STATEMENT
FOR
ELBERT BRIDGE DECK REPLACEMENT PROJECT

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

(PRINT or TYPE)

FIRM NAME: _____

ADDRESS: _____

CITY STATE ZIP: _____

AUTHORIZED REPRESENTATIVE NAME: _____

AUTHORIZED REPRESENTATIVE TITLE: _____

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

PHONE: _____ FAX: _____ EMAIL: _____

1. TYPE OF BUSINESS

CORPORATION INDIVIDUAL
PARTNERSHIP JOINT VENTURE
OTHER: _____

2. TYPE OF LICENSE & LOCATION

3. CONTRACTOR CLASSIFICATION

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

4. NUMBER OF YEARS IN BUSINESS: _____

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

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

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

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

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

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

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

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

1. _____

2. _____

3. _____

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

1. _____

2. _____

3. _____

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

1. _____

2. _____

- 3. _____
- 4. _____
- 5. _____

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

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

16. BONDING COMPANY AND AGENT:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IFB 22-026

DUE DATE: March 9, 2022

**EL PASO COUNTY
CONTRACTS AND PROCUREMENT DIVISION**

**DECLARATION FORM
FOR
ELBERT BRIDGE DECK REPLACEMENT PROJECT**

TO: EL PASO COUNTY
COLORADO SPRINGS, CO
SIR:

I have examined the specifications for the proposed work.

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

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

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

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

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

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

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

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

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

RESPECTFULLY SUBMITTED:

AUTHORIZED SIGNATURE:

COMPANY NAME:

ADDRESS:

CITY/STATE/ZIP:

DATE:

PHONE:

ATTEST:

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

EL PASO COUNTY
CONTRACTS & PROCUREMENT DIVISION

STATEMENT OF ANTICIPATED SUBCONTRACTORS
FOR
ELBERT BRIDGE DECK REPLACEMENT PROJECT

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

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

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

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

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

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

CONTRACTOR NAME

AUTHORIZED REPRESENTATIVE (PRINT) TITLE

EL PASO COUNTY
CONTRACTS & PROCUREMENT DIVISION

NON-COLLUSION AFFIDAVIT
ELBERT BRIDGE DECK REPLACEMENT PROJECT

STATE OF _____)
COUNTY OF _____) SS

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

1. Representative is the _____ (Owner, partner, officer, representative or agent) of (name of firm) _____ who is submitting the attached bid.
2. Representative is fully informed respecting the preparation and contents of the bid and of all pertinent circumstance respecting such bid;
3. Such information provided as a response to **IFB 22-026** is genuine and not collusive;
4. No representative(s) or any of the officer(s), partner(s), owner(s), agent(s), employee(s) or party(s) in interest, including this affidavit, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other company, firm or person replying to this IFB to submit information that is collusive or a sham in connection with such contract or has any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other company, firm or person to fix any overhead, profit or cost element of the submitted proposed price or the proposed price of any other company/firm submitting a bid, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against El Paso County or any person interested in the proposed contract; and
5. The price(s) quoted in the attached bid is fair and proper and not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the company or firm submitting a bid or any of its agent(s), owner(s), representative(s), employee(s), or party(s) in interest, including this affidavit.
6. Signed: _____

B. Subscribed and sworn to before me this _____ day of _____, 2022.

(NOTARY PUBLIC)

My Commission Expires: _____