


EL PASO COUNTY
COLORADO

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

INVITATION FOR BIDS
IFB NO. 21-128
MODIFICATIONS TO RANGE 2 AT CHEYENNE MOUNTAIN SHOOTING COMPLEX

Sealed best-value bids for the **Modifications to Range 2 at the Cheyenne Mountain Shooting Complex Project** for the El Paso County Sheriff's Office will be received by will be received by the El Paso County Contracts & Procurement Division electronically via **bidnetdirect.com no later than 1:30 PM (MT), Tuesday, December 7, 2021**, at which time they will be publicly opened (VIA TELECONFERENCE) and read aloud.

The project is funded by El Paso County and is NOT subject to Davis-Bacon requirements, and there are no DBE requirements.

A **Mandatory Pre-Bid Meeting** will be held at **2:00 PM on Monday, November 15, 2021** at the at the Cheyenne Mountain Shooting Complex, 7790 Route 1, Fort Carson, CO 80913. The meeting will be conducted in the shelter at the north of the existing complex. When attending the pre-bid meeting the attendee should bring his/her business card. **All attendees must comply with current CDC, State, and local COVID-19 guidance.**

Any questions regarding this Invitation for Bids (IFB) should be submitted via www.bidnetdirect.com. **Final questions are due no later than 4:00 PM (MT), Monday, November 22, 2021.**

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

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

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

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

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

BOARD OF COUNTY COMMISSIONERS
EL PASO COUNTY
/s/ TRACI GORMAN, CPPO, CPPB
CONTRACTS & PROCUREMENT DIVISION MANAGER

PUBLICATION DATES:
BidNet:
November 3, 2021
Fountain Valley News:
November 3, 2021
November 10, 2021

**EL PASO COUNTY
CONTRACTS AND PROCUREMENT DIVISION**

**RESPONSE CHECKLIST
FOR
MODIFICATIONS TO RANGE 2 AT CHEYENNE MOUNTAIN SHOOTING COMPLEX**

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

The Bidder shall check each box indicating compliance.

THIS CHECKLIST MUST BE SUBMITTED AS PART OF YOUR BID PACKAGE

	Response Checklist
	Addendum(s) Acknowledgement (if applicable)
	Bid 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
	Non-Collusion Affidavit
	Exceptions to Contract Terms and Conditions (if applicable)

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

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

**EL PASO COUNTY
CONTRACTS AND PROCUREMENT DIVISION**

**GENERAL SPECIFICATIONS
FOR
MODIFICATIONS TO RANGE 2 AT CHEYENNE MOUNTAIN SHOOTING COMPLEX**

I. INTRODUCTION AND GENERAL INFORMATION

A. INTRODUCTION

El Paso County, Colorado (County) is seeking best-value bids from qualified, licensed, and experienced contractors (Contractor) to provide all labor, materials and equipment necessary for modifications to Range 2 at the Cheyenne Mountain Shooting Complex (Project), located in the vicinity of Fort Carson Gate 20, just southwest of Exit 132 of I-25.

The work includes adding milling, providing concrete pads, installing knee walls, turning target system, container boxes, lighting, a public address system, a canopy, a skid unit ADA portable restroom, and removing and replacing the existing awning. Completed work must meet this scope of work, attached specifications, and construction details.

B. GENERAL INFORMATION

This project is funded by El Paso County. This project does not have CDOT oversight; there is no DBE requirement and no Davis Bacon requirement. Contractor must follow current CDC, State, and local COVID-19 guidance.

The Contractor shall not commence work prior to the issuance of a Notice to Proceed. The “Notice to Proceed” will be issued to allow the awarded Contractor to order materials in advance of construction as required. The “Notice to Proceed” will specify the date on which contract time commences.

C. IFB TIMETABLE:

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

IFB NOTICE ADVERTISED	November 3 and November 10, 2021
PRE-BID MEETING	2:00 PM, Monday, November 15, 2021
FINAL IFB QUESTIONS DUE	4:00 PM, Monday, November 22, 2021
BID DUE DATE	1:30 PM (MT), Tuesday, Dec. 7, 2021
<i>BID REVIEW</i>	<i>Week of December 7, 2021</i>
<i>RECOMMENDATION OF AWARD TO BOCC</i>	<i>Week of December 20, 2021</i>
<i>NOTICE TO PROCEED</i>	<i>Week of January 3, 2022</i>

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

II. SCOPE OF WORK

A. CONTRACTOR RESPONSIBILITIES

1. Compact and fill with milling from the concrete to 30-yards. Add milling to the range road on the north side of range from parking lot to 300-yard berm. Add 10-yard-wide milling to the 50, 100, 200, and 300-yard target lines.
2. Add concrete pad 18-inches wide and 75-foot long at the at 25-yard line. Pad will be thick enough to support the installation of an Action Target Power-90 turning target system.

3. Install 75-foot knee wall 32-inches tall at 24-yards consisting of a railroad tie front and AR 550 steel backing approximately 6-inches of fill dirt between the railroad ties and the steel.
4. Provide and install fifteen (15) turning target systems (Action Target Power-90), including a 5HP air compressor with air dryer system in current mechanical room. Action Target Power-90 system is installed on Range 1 and by utilizing the same system on Range 2 only one (1) set of parts and commonality of operation. <https://actiontarget.com/products/power-90>
5. Provide and install 30-foot dry van shipping container with office conversation adding one (1) entry door and one (1) window on range side. Container will have environmental control system (heat and air conditioning), lighting, and power outlets. Example: www.dencocontainer.com/denco-media
6. Provide and install lighting under the existing current canopy on Range 2 Add two (2) patrol overhead lights under the front of the current canopy. Provide and install five (5) LED dimmable flood lights to the roof.
7. Provide and install a 40-foot modified dry van shipping container at the south end of the range and provide power for environmental system and lights, exhaust fan on opposite end of environmental unit and two (2) entry doors facing the parking lot.
8. Remove and replace the existing awning for the range building covering the entire south and west exterior walls. Cover should go from the eve of the building out 14-feet with a minimum height of 8-feet.
9. Provide and install one (1) ADA compliant 4 station skid unit portable restroom, including power and support. Similar or equal to ADA Portable Restrooms + 4 Station - Park Model Skid Unit | Oahu Series per <https://www.portablerestroomtrailers.com/>
10. Provide and install a public address system in the container box on Range 2 with three (3) loudspeakers mounted under existing canopy.
11. Provide and install one (1) 22-foot by 48-foot arch roof design, prefabricated, standalone, steel canopy with concrete pad on the south end of the parking lot. Needs to be able to withstand severe weather events including wind, thunderstorms, hail, and heavy snowstorms.

B. ADDITIONAL CONTRACTOR RESPONSIBILITIES

1. **Labor:** The Contractor shall conform to all the provisions of the Federal, State, and Local laws and regulations relating to labor.
2. **Work Hours:** The Contractor may work Monday through Saturday during daylight hours only or between 7:00 AM and 7:00 PM, whichever is most strict, unless otherwise approved by the County Project Manager. Work on Sundays may be considered with written request from the Contractor and written approval by the County at least 48 hours in advance of the work.
3. **Licenses & Permits:** The Contractor must have or obtain all necessary licenses and permits required before commencing the Work. Contractor shall be responsible to pay all costs for permit, licenses, certifications, fees, inceptions 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. Due to review timeframes, this work shall commence immediately after receipt of the Notice to Proceed.
4. **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.

5. **Pre-Construction Conference:** Prior to work commencing on the Project, a Pre-Construction Conference will be held virtually using Microsoft Teams, Zoom, or other application. 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. **Work Plan and Schedule:** Contractor shall maintain a detailed work plan and schedule. It is anticipated that regular coordination will occur with the County Project Manager. The schedule shall be developed in sufficient detail to track, at a minimum, all project tasking reflected in the scope of work
7. **Construction Progress:** 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.
8. **Construction Surveying:** All surveying and staking for the project will be provided by the Contractor in order to complete the project. Survey drawings are not required for this project unless they inform the as-build drawings.
9. **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 Project Manager, 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.
10. **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).
11. **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.
12. **Load Restrictions & Truck Routes:** Haul routes must 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.
13. **Inspections: Quality control (QC), including but not limited to, all materials testing is the Contractor's responsibility.** Contractor shall follow the requirements of the El Paso County Engineering Criteria Manual, Appendix J, located at <https://publicworks.elpasoco.com/policies-manuals/>
14. **Utility Coordination:** All existing utility systems must be considered. The Contractor shall contact and coordinate with utility companies. The Contractor is responsible for locating all utilities in the field prior to construction. Potholing may be required to establish exact horizontal and vertical locations. Utility impacts shall be avoided to the extent practicable. Utility coordination and potholing will be incidental to the project, and not paid for separately.
15. **Construction Work Area:** Contractor shall assure that work is not done, nor equipment parked, in areas outside the construction boundaries. The Contractor shall clean areas wherein the construction equipment was 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. The Contractor shall determine how to best access the project.

- 16. Noxious Weed Mediation:** The Contractor shall ensure that all equipment moved onto the Project is free of soil, seeds, vegetative matter, or other debris that could contain or hold noxious weed seed. The Project Engineer may inspect all equipment prior to it being placed into service and may reject equipment that does not meet this specification.
- 17. Erosion Control and Stormwater Management:** The Contractor is responsible for the erosion control and stormwater management for this project. Prior to construction, the Contractor shall implement initial and/or temporary erosion control measures to minimize impacts to the work due to stormwater and/or non-stormwater flows. During construction, if additional erosion control measures and/or Best Management Practices (BMPs) are required, the Contractor shall implement the additional measures and/or BMPs.
- 18. Traffic Control:** 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 the project.
- 19. Site Access and Safety Requirements:** The Contractor shall be responsible for identifying and securing any equipment and construction staging area(s). Any equipment and construction staging area must be identified and approved by the Project Manager ahead of any construction activities. All staging areas must be identified and secured with stormwater and erosion control BMP's. The Contractor is also responsible for any environmental clearances / permits for any equipment and construction staging area. The Contractor shall return any staging area to a pre-construction condition.

Contractor shall post construction signs warning shooting range users of construction activities at least 100-ft from any work area. Contractor shall use guides/spotters when traveling by vehicle to avoid conflicts with other shooting complex users.
- 20. Off-site disposal:** A designated off-site disposal area has not been identified. Excess material will become the property of the Contractor and be removed from the project site and disposed of in accordance with State and local requirements.
- 21. Warranty:** Paragraph 3.5.3 of the General Conditions to the Contract does apply. Contractor must verify all dimensions, measurements and amounts, and ensure safety and security of the work.
- 22. COVID-19:** Contractor shall comply with COVID-19 Colorado Construction Guidance.

C. 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 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 Project Manager made under the provisions of this article, the County Project Manager 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.

D. 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.

E. RETAINAGE, PAYMENTS, ACCEPTANCE, AND FINAL PAYMENT

County staff will process all payment requests for approval. The County prefers to make payment utilizing the County's credit card (P-card). Please confirm in your response that you can accept P-card payment.

1. Partial payment will be made no more frequently than once a month, for Work satisfactorily completed, and accepted by the County Project Manager, as the Work progresses. Said payments will be based upon an invoice submitted by the Contractor, and if necessary, a written estimate prepared by the County's Inspector of the value of Work performed and materials furnished and placed in accordance with the contract. The invoice shall reference the appropriate Purchase Order number, a detailed description of the Work performed including location(s), quantities, unit prices and extended prices. The County shall retain 5% of the amount estimated as payable, exclusive of mobilization and payments for materials on hand, to a maximum of 5% of the original contract amount, until successful completion and acceptance by the County of the entire contracted Work. The County Project Manager will approve and process payment requests. Then the balance less all previous payments shall be paid after appropriate Notice of Final Payment has been published by the County Contracts & Procurement Division.
2. Prior to acceptance by the County of the Project as fully completed, the Contractor shall clean areas wherein the construction equipment was parked; shall clear all the areas within the rights of way of all unnatural rubbish, excess materials; and will leave these areas in a condition acceptable to the County.
3. Upon notice from the Contractor of presumptive completion of the entire contracted Work, the County Project Manager will make an inspection. If all the Work provided per the contract is found to have been satisfactorily completed, the County Project Manager will make final acceptance and shall notify the Contractor in writing of this acceptance. The 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 required forms with their invoice; the County will not approve invoices without the forms.** The Contractor shall submit invoices which shall contain, at a minimum, the following detailed information:
 - Contract Number
 - Issued Purchase Order Number
 - Invoice Number
 - Pay Request Number
 - Invoice date
 - Timeframe covered by Invoice
 - Type and amount of labor and materials used for Invoice time period
 - Dollar amount in unit price, extended price, and total value of Invoice

- Invoice signed by Contractor
- Subcontractor payment verification form to be attached
- Updated master schedule (as applicable)

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

III. BID PROCESS REQUIREMENTS

A. PRE-BID MEETING

A **Mandatory Pre-Bid Meeting** will be held at **2:00 PM on Monday, November 15, 2021** at the at the Cheyenne Mountain Shooting Complex, 7790 Route 1, Fort Carson, CO 80913. The meeting will be conducted in the shelter at the north of the existing complex. When attending the pre-bid meeting the attendee should bring his/her business card. **All attendees must comply with current CDC, State, and local COVID-19 guidance.**

B. INQUIRIES

All questions must be submitted by **Monday, November 22, 2021 at 4:00 PM (MT) via Rocky Mountain E-Purchasing System**. As appropriate, questions submitted in writing shall be answered and published in an addendum(s) on www.bidnetdirect.com .

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

The contact for this Invitation for Bids (IFB) is David Carey, CPPB, Procurement Specialist, davidcarey@elpasoco.com or 719-520-7120. Do not contact any other individual regarding this solicitation. The individual listed above is the only representative of the County with authority to provide any information, clarification, or interpretation regarding the plans, specifications, and any other contract documents or requirements. Do not contact any other individual regarding this IFB.

C. BID REQUIREMENTS

- 1. Bidder Requirements:** The Bidder agrees that they will 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:** It is recommended that bidders on this Project review the Work site. 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. Bid Bond:** Each bid must be accompanied by a Bid Guarantee in the amount not less than five (5%) percent of the total bid price in the form of a bid surety bond issued by a company rated not lower than A- in Best's Insurance Guide, latest edition, or have a Best's Financial Rating of at least class X, cashier's check, or certified check drawn on an acceptable bank and payable without qualification to El Paso County.
- 4. References:** Bidders must provide customer references on or with the Qualification Statement Form included in this IFB. These forms shall serve the purpose of determining whether 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.

5. **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.
6. **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. Provide a resume' or similar information
7. **Bid Forms:** Bidders must completely fill out all Forms included in this IFB but may attach additional pages if more space is needed. The Bid Form is a separate document, in spreadsheet format. Other forms/formats will not be accepted.

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.

Failure to submit all information requested may result in the El Paso County Contracts & Procurement Division requiring prompt submission of missing information. Bids which are substantially incomplete or lack key information may be rejected by the Contracts & Procurement Division.
8. **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.
9. **Licenses:** Bidders must have all licenses and certifications required to perform the Work requested herein in order to submit a bid.
10. **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.
11. **Insurance:** Bidders must submit specimen copies of certificates of insurance identified on the attached Insurance Checklist.
12. **Exceptions:** 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.

D. BID SUBMISSION

In effort to minimize unnecessary risk of exposure to the Coronavirus and comply with CDC, state and local guidelines for group gatherings, bids **MUST** be submitted via Rocky Mountain E-Purchasing system **by no later than 1:30 PM (MT), Tuesday, December 7, October 21, 2021**. The bid opening for IFB No. 21-128 will take place **VIA TELECONFERENCE** utilizing the call-in information below:

Participant-guest login:

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

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

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

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

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

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

Also, that the Bidder represents that it has:

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

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

E. INSURANCE REQUIREMENTS

For bid purposes, bidders must 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 for Professional Liability; Comprehensive General Liability; Automobile Liability; and any specialized liability required by the nature of the work, prior to commencing work, at its own expense, **naming El Paso County as an additional insured**, along with an original Workers Compensation certificate, both with a thirty (30) day cancellation notice, and maintain such coverage for the duration of the Bid Award/Contract.

F. BEST VALUE BID EVALUATION CRITERIA

Additional information may be requested from any bidder for clarification purposes. These requests may be made prior to, during or after the bid evaluation, but in no way will change the original submitted bid. Bids will be evaluated for best-value award based on the following criteria:

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

G. BID AWARD

Issuance of this IFB and receipt of bids does not commit the County to award a purchase order or contract. The County reserves the right to postpone opening, to accept or reject any or all bids received in response to this IFB, to award a contract to one (1) or more bidders, or to cancel all or part of this IFB.

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

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

If the Bidder does not agree with any terms or conditions of the solicitation and award documents, the Bidder must present its exceptions with its bid. If no concerns are expressed by the Bidder, the County shall consider that all terms and conditions of the standard contract shall control. El Paso County reserves the right to reject bids based upon exceptions to the standard contract terms and conditions.

H. TERM OF CONTRACT

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

I. ATTACHMENTS

1. Bid Form
2. Construction Contract
3. General Conditions to Construction Contract
4. Insurance Checklist
5. Instructions for Submitting Construction Bids
6. COVID-19 Colorado Construction Guidance

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

David Carey

David Carey, CPPB
Procurement Specialist

EL PASO COUNTY
CONTRACTS AND PROCUREMENT DIVISION

CONTRACTOR'S QUALIFICATION STATEMENT
FOR
MODIFICATIONS TO RANGE 2 AT CHEYENNE MOUNTAIN SHOOTING COMPLEX

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

(PRINT or TYPE)

FIRM NAME: _____

ADDRESS: _____

CITY STATE ZIP: _____

AUTHORIZED REPRESENTATIVE NAME: _____

AUTHORIZED REPRESENTATIVE TITLE: _____

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

PHONE: _____ FAX: _____ EMAIL: _____

1. TYPE OF BUSINESS

CORPORATION INDIVIDUAL
PARTNERSHIP JOINT VENTURE
OTHER: _____

2. TYPE OF LICENSE & LOCATION

3. CONTRACTOR CLASSIFICATION

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

4. NUMBER OF YEARS IN BUSINESS: _____

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

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

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

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

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

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

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

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

1. _____

2. _____

3. _____

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

1. _____

2. _____

3. _____

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

1. _____

2. _____

3. _____

4. _____

5. _____

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

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

16. BONDING COMPANY AND AGENT:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IFB NO. 21-128

DUE DATE: DECEMBER 7, 2021

**EL PASO COUNTY
CONTRACTS AND PROCUREMENT DIVISION**

**DECLARATION FORM
FOR
MODIFICATIONS TO RANGE 2 AT CHEYENNE MOUNTAIN SHOOTING COMPLEX**

TO: EL PASO COUNTY
COLORADO SPRINGS, CO
SIR:

I have examined the specifications for the proposed work.

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

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

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

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

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

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

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

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

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

RESPECTFULLY SUBMITTED:

AUTHORIZED SIGNATURE:

COMPANY NAME:

ADDRESS:

CITY/STATE/ZIP:

DATE:

PHONE:

ATTEST:

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

EL PASO COUNTY
CONTRACTS & PROCUREMENT DIVISION

STATEMENT OF ANTICIPATED SUBCONTRACTORS
FOR
MODIFICATIONS TO RANGE 2 AT CHEYENNE MOUNTAIN SHOOTING COMPLEX

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

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

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

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

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

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

CONTRACTOR NAME

AUTHORIZED REPRESENTATIVE (PRINT) TITLE

AUTHORIZED SIGNATURE DATE

EL PASO COUNTY
CONTRACTS & PROCUREMENT DIVISION

NON-COLLUSION AFFIDAVIT
MODIFICATIONS TO RANGE 2 AT CHEYENNE MOUNTAIN SHOOTING COMPLEX

STATE OF _____)
COUNTY OF _____) SS

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

1. Representative is the _____ (Owner, partner, officer, representative or agent) of (name of firm) _____ who is submitting the attached bid.
2. Representative is fully informed respecting the preparation and contents of the bid and of all pertinent circumstance respecting such bid;
3. Such information provided as a response to **IFB NO. 21-128** is genuine and not collusive;
4. No representative(s) or any of the officer(s), partner(s), owner(s), agent(s), employee(s) or party(s) in interest, including this affidavit, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other company, firm or person replying to this IFB to submit information that is collusive or a sham in connection with such contract or has any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other company, firm or person to fix any overhead, profit or cost element of the submitted proposed price or the proposed price of any other company/firm submitting a bid, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against El Paso County or any person interested in the proposed contract; and
5. The price(s) quoted in the attached bid is fair and proper and not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the company or firm submitting a bid or any of its agent(s), owner(s), representative(s), employee(s), or party(s) in interest, including this affidavit.
6. Signed: _____

B. Subscribed and sworn to before me this _____ day of _____, 2021.

(NOTARY PUBLIC)

My Commission Expires: _____