



INVITATION FOR BIDS (IFB 22-MABC01)

Monument Academy Building Corporation

Monument Academy Recirculation Project

Local Providers encouraged to bid!!!

NOTICE IS HEREBY GIVEN that Monument Academy Building Corporation (MABC) is seeking sealed Best Value Bids for construction of the Monument Academy Recirculation Plan Project (Project).

Bids will be received by Marc Brocklehurst at Monument Academy, at the email address or physical address identified below, until **3:00 p.m. on May 16th, 2022**, at which time the receiving period will close. Any submission received after the time and date specified above will be returned unopened. MABC is not responsible for the U.S. Mail or private carriers or messengers regarding delivery by the specified time.

IFB TIMETABLE

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

IFB NOTICE ADVERTISED	April 20 th , 2022
PRE-BID CONFERENCE	10:00 AM, May 3 rd , 2022
FINAL IFB QUESTIONS DUE	3:00PM, May 5 th , 2022
BID DUE DATE	3:00 PM, May 16th, 2022
<i>BIDS REVIEW</i>	<i>Week of May 16th</i>
<i>CLARIFICATIONS</i>	<i>Week of May 16th</i>
<i>RECOMMENDATION OF AWARD</i>	<i>Week of May 23rd</i>
<i>ESTIMATED FIRST NOTICE TO PROCEED (Phase 1)</i>	<i>Week of May 23rd</i>

A voluntary Pre-Bid Conference will take place at Monument Academy, 1150 Village Ridge Pt, Monument, Colorado 80132, in person per the IFB Timetable. This meeting is not mandatory but highly encouraged to get familiarized with the facility and constraints.

PART 1 GENERAL INFORMATION

1.1 DEFINITIONS:

For the purpose of the Invitation for Bids (IFB), the respondent shall mean contractors, consultants, respondents, organizations, firms, or other persons submitting a response to this IFB.

1.2 CONTRACT AWARDS:

MABC anticipates awarding a single bid to the sole respondent chosen. *The Contract will be awarded to the "Best Value" and may or may not be the lowest cost. See below for Evaluation Method and Criteria.*

The respondent understands that this IFB does not constitute an agreement or a contract with MABC. An official contract is not binding until a properly approved purchase order is released to the bidder.

MABC reserves the right to reject all bids, to waive any informality, and to solicit and advertise for other qualifications. MABC reserves the right to reject any or all submittals and to waive any or all non-substantial irregularities in items received whenever such rejection is in the best interest of MABC, or to accept the proposal which best serves the interest of MABC.



The sample contract attached will form the basis of the contract between the successful respondent and MABC.

Any contract awarded between MABC and the successful firm will consist of a Firm-Fixed Price Contract signed by parties, this IFB and any addendums, the submitted bid, the resulting Purchasing Order, and original certificates of insurance.

1.3 DEVELOPMENT COSTS:

Neither MABC nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to the IFB. Respondents should prepare their submittals simply and economically, providing a straightforward and concise description of the respondent's ability to meet the requirements of the IFB.

1.4 INQUIRIES:

Respondents may submit written or oral inquiries for interpretations of this IFB to:

Name: Marc Brocklehurst

Phone: 719-481-1950 x1705

Email: MBrocklehurst@monumentacademy.net

Final written inquiries will be received per the RPF Timetable. All technical questions need to be submitted by email. As appropriate, questions submitted in writing shall be answered and published in addendum(s) on the Monument Academy website at:

<https://www.monumentacademy.net/contact-us/requests-for-proposal/>

Bidders finding fault in the specifications contained in this IFB should notify the contact named above by the final questions due date and time listed above. The individual listed above is the only representative with authority to provide any information, clarification, or interpretation regarding the plans, specifications, and any other contract documents or requirements. Respondents shall acknowledge all addendums with their proposal.

1.5 IFB SUBMISSION AND WITHDRAWAL:

MABC will receive bids at the following email address or physical address:

finance@monumentacademy.net

or

Monument Academy

1150 Village Ridge Pt

Monument, Colorado 80132

Attn: Marc Brocklehurst

To facilitate processing, please include **"Bid for MABC Recirc. Plan West Campus."** in the subject line or marked on the outside of an envelope in the lower left-hand corner.

Hard Copy 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 MABC's objectives.

The envelope shall also include the respondent's return address in the upper left-hand corner.



Respondents and authorized representatives must provide a letter of withdrawal if a withdrawal is desired prior to the bid deadline.

Bids, once opened, become the property of MABC and will not be returned to the respondent. Bids, once opened, are subject to the provisions of applicable State Statute.

1.6 INSURANCE:

The respondent, if awarded the contract, shall maintain insurance coverage reflecting the minimum amounts and conditions as required by MABC. The insurance requirements are identified in the attached sample contract.

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 Monument Academy Building Corporation as additional insured**, 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.

PART 2. SCOPE OF WORK

Monument Academy (MA) is working with El Paso County to develop a Recirculation Plan for its West Campus located at 1150 Village Ridge Pt., Monument, CO 80132. The goal of the plan is to relocate the MA carline traffic from Highway 105 and surrounding neighborhood roads, onto Monument Academy property. The plan includes construction of a road around the back side of the school during the first phase and the addition of a road at the front side of the school property during phase two.

MA is seeking a qualified, experienced Contractor to construct this Project.

Project Oversight

There will be no federal oversight for the Project. Monument Academy Building Corporation (MABC) in coordination with El Paso County (EPC) and Pikes Peak Rural Transit Authority (PPRTA) will have oversight. A building permit will be obtained by MABC for this project through Colorado Department of Public Safety (CDPS). CDPS oversight will be limited to the requirements of the building permit.

Background

MABC, in coordination with El Paso County Department of Public Works (County), proposes to construct improvements on the MABC property. The Project generally consists of constructing two internal roadways on the property, one to the north ("back of school") and one to the south ("front of school"). The Project includes asphalt roadways with curb and gutter, retaining walls in the back, drainage improvements and minor landscaping.

El Paso County has a separate project for improvements to Highway 105 that is pending final design and construction that will have schedule impacts to the MABC Project. A retaining wall associated with the Highway 105 project must be completed prior to construction of the front roadway of the MABC Project. Construction of the Highway 105 project is anticipated to begin in late fall of 2022, and construction of the Hwy 105 retaining wall will be required as an early milestone.

Due the Hwy 105 retaining wall, the MABC Project MUST be completed in two phases. The first phase will include the back of school roadway, and phase one must be completed in the summer of 2022. The second phase will include the front of school roadway which is anticipated to be constructed the summer of 2023, but the timing for phase two will be dependent on completion of the Hwy 105 retaining wall.



The Project requires close collaboration and/or coordination with the affected utility companies during construction which include but are not limited to: Mountain View Electric Association (MVEA), Black Hills Energy (BHE), and Woodmoor Water and Sanitation District (WWSD). Utility relocations for MVEA and BHE are expected prior to construction of the front of school roadway (phase 2). The Project will require protection of the utilities in place.

All of the construction will be within MABC property with sole access to the site from Knollwood Drive via Village Ridge Point.

Construction Management (CM) services and materials testing for quality assurance will be provided by a contracted vendor on behalf of MABC.

Third Party Inspections:

The State Colorado Division of Fire Prevention Control has a pre-approved list of Third-Party Inspectors that must be utilized for this Project, as applicable. Inspections of the retaining walls and lighting apply and will be confirmed upon the approval of the building permit; others may apply. The Contractor shall coordinate with the CM Consultant to ensure that the required inspections by the required third-party inspectors has been completed per CDPS and the building permit requirements. Anticipated inspections by the third-party inspectors shall be referenced in the Contractor's schedule.

Schedule:

The construction plans and specifications have been submitted to CDPS for review, approval and permitting. It is anticipated that the permit will be issued in early June 2022; however, the approvals and permit timeline are unknown. As such, for Phase 1, there will be two Notice to Proceeds (NTP) to accommodate for this unknown:

- The first NTP will be upon contract award to allow the Contractor to obtain other required permits, begin the wall design, begin acquisition of materials, and any other pre-construction activities that the Contractor requests and is approved by MABC.
- The second NTP will be for construction activities to begin and will be issued when school has ended, and the Project has been permitted. **For bidding purposes, the Contractor shall assume that the second NTP to begin construction activities for Phase 1 will be issued on June 6th, 2022.**

A third NTP will be issued for Phase 2 once EPC and Highway 105 contractor agree that the retaining wall associated with the Highway 105 project is sufficiently completed to begin Phase 2 construction. It is anticipated that the third NTP will be issued following the completion of the Highway 105 wall and when Monument Academy is out for summer break, approximately June 2023.

The construction contract is a working day contract with a milestone requirement. Construction of Phase 1 (back of school roadway) shall be completed in fifty (50) working days following the second NTP. For Phase 1, the Contractor may work Monday thru Sunday, during daylight hours only or between 7:00 AM and 7:00 PM, whichever is more strict, unless otherwise approved by MABC. Work on the weekends is anticipated to meet Project deadlines. School begins on August 17th, 2022. To accommodate, the Contractor will be required to complete the back of school retaining walls and pave the roadway so that the **Phase 1 back roadway is fully functional for school traffic by August 15th, 2022**. Remaining items must be completed within the 50 working days.

Construction of Phase 2 (front of school roadway) shall be completed in fifty (50) workable working days. For Phase 2, the Contractor may work Monday thru Friday, during daylight hours only or between 7:00 AM and 7:00 PM, whichever is more strict, unless otherwise approved by MABC. Work on the weekends for Phase 2 must be pre-approved at least two days in advance of the requested weekend work.



IF THE CONTRACTOR CANNOT MEET THE DEADLINES ESTABLISHED ABOVE FOR PHASE 1, PLEASE SUBMIT A REALISTIC SCHEDULE FOR CONSIDERATION. The approved schedule incorporated into the Construction contract will dictate.

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

Prior to issuing the ESQCP, the Contractor will need to submit the following:

- Drainage Memo (provided by Engineer of Record)
 - ESQCP Application
 - Signed PBMP Applicability Form (provided by Engineer of Record)
 - Signed GEC Plans (provided by Engineer of Record)
 - Signed GEC Checklist (provided by Engineer of Record)
 - Signed SWMP Checklist
 - Spill Prevention and Response Plan (part of the SWMP)
- Dewatering Permit from the Colorado Department of Health and Environment (as required)

Technical Requirements:

These bid specifications incorporate Colorado Department of Transportation (CDOT) 2021 Standard Specifications for Road and Bridge Construction, CDOT's 2019 M&S Standards, CDOT's 2019 Construction Manual and the Pikes Peak Region Asphalt Paving Specifications, Version 5, March 20, 2019 by reference, and these shall supplement the Project plans and specifications as required. The Project plans and specifications take precedence over the above.

Contractor Requirements:

The following supplement the Project Specifications and take precedence over the technical requirements above:

- A. Licenses & Permits: Contractor must 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.
- B. Pre-Construction Conference: Prior to work commencing on the Project, a Pre-Construction Conference will be held at Monument Academy West Campus at 1150 Village Ridge Point, Monument, Colorado 80132. It is anticipated that the first Notice to Proceed shall be issued prior to the date of the Pre-Construction Conference.
- C. Retaining Wall Design: The Contractor will provide the final retaining wall plans prior to construction of the walls. The design(s) shall be signed and sealed by a Professional Engineer in the state of Colorado. The Contractor shall pursue the design(s) immediately upon receipt of the first NTP.
- D. Legal Relations & Responsibility To The Public: The Contractor shall keep fully informed of all Federal, State, and Local laws, ordinances, and regulations and all orders and decree of Bodies or tribunals having any jurisdiction or authority, which may in any manner affect those engaged or employed on the Work or which in any way affect the conduct of Work, or Contractor's ability to



perform the Work. Contractor shall always observe and comply with such laws, ordinances, regulations, orders and decrees; and shall protect and indemnify MABC and El Paso County, 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

- E. 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 without written permission by the owner of private property(ies).
- F. 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.
- G. 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).
- H. 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. 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 MABC. The Contractor shall be responsible for all damage done by their hauling equipment.
- I. Surveying: All surveying for the project will be provided by the Contractor. CADD files are included with this IFB for information only and without warranty against deficiencies of any kind. Use of the CADD files does not entitle the Contractor to compensation for damages or loss which could be attributed to such use.
- J. Inspections and Testing: Quality control (QC), including but not limited to, compaction and materials testing is the Contractor's responsibility. Type of testing and/ or frequencies may change depending on field conditions and Contractor's means and methods. MABC's designated representative will provide Construction Management (CM) services and will conduct materials testing for quality assurance (QA). The Contractor shall coordinate with MABC's CM designated representative to ensure that the required inspections by the required third-party inspectors has been completed per CDPS and the building permit requirements.
- K. Utilities: Close collaboration and/or coordination with the affected utility companies and protection of the utilities in place during construction will be required. Onsite utilities include but are not limited to: Mountain View Electric Association (MVEA), Black Hills Energy (BHE), and Woodmoor Water and



Sanitation District (WWSD). Utility relocations for MVEA and BHE are expected prior to construction of the front of school roadway (phase 2). Relocations of utilities by utility providers during construction are not anticipated.

- L. 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 construction. The Contractor shall provide traffic control for all work within the project limits to ensure accessibility to the school.
- M. Project Management: The Contractor shall identify a project manager who will work directly for and support MABC in the management and administration of the Project. The Contractor's project manager shall be responsive on a daily basis Monday through Friday (or weekends for phase 1) 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. MABC designated representative will be the primary point of contact and the County Project Manager will be the secondary point of contact for MABC, however daily coordination and communications shall occur between the Contractor and the MABC designated representative.

Retainage, Payments, Acceptance and Final Payment

- A. Partial payment will be made no more frequently than once a month, for Work satisfactorily completed, and accepted by MABC, 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 CM 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. MABC 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 MABC of the entire contracted Work. MABC in coordination with El Paso County 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 MABC.
- B. Prior to acceptance by MABC, MABC's designated representative and El Paso 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 MABC.
- C. Upon notice from the Contractor of presumptive completion of the entire contracted Work, MABC and/or MABC's designated representative will conduct an inspection of the project site. If all the Work provided per the contract is found to have been satisfactorily completed, MABC in coordination with El Paso County, will make final acceptance and shall notify the Contractor in writing of this acceptance. MABC will submit a Notice of Substantial Completion, from which a Notice of Final Payment will be published. Retainage cannot be released nor final payment made prior to the release date listed in the Notice of Final Payment.
- D. Final payment will be made after the Contractor has indicated in writing its acceptance of such final payment as full and complete, has released MABC from all claims arising from the prosecution of all Work under the contract, and after Notice of Final Payment has been published by MABC.
- E. MABC reserves the right to not approve payment wherein the service claimed on the invoice is not, in MABC's sole opinion, satisfactory or cannot be adequately verified by MABC. If MABC 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.

- F. The Contractor shall be responsible for invoicing MABC. 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
- Updated master schedule (as applicable)

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

Unacceptable and Unauthorized Work:

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

Upon failure on the part of the Contractor to comply with any order of MABC made under the provisions of this article, MABC 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.

It is not the intent of these specifications to cover each and every detail. Any problems or conflicts that may arise must be promptly reported to MABC and MABC's designated representative and will be subject to the decision of MABC. 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 MABC 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 MABC and 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.



PART 3. SUBMISSION REQUIREMENTS

- A. 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.
- B. Bid Review:** 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 MABC will not be responsible for any errors or omissions on the part of the Bidder in making this bid.
- C. 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 MABC. Any approved changes shall be based upon the unit prices.

The following must be provided with your bid:

- D. Bid Form:** Contractor shall use the Bid Form attached to this IFB. Other forms/formats will not be accepted. Please verify the math before submitting your bid.
- E. 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 MABC.
- F. 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 to submit a bid.
- G. Similar Projects:** Describe/summarize the Company's relevant experience. Include a maximum of 3 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.
1. Location of project
 2. Description of overall project scope including size/cost
 3. Describe services provided by Bidder and percentage of work provided by Bidder
 4. Contact name, address, phone number and describe their association with the project
- H. 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, completion date etc. FOR EACH PHASE and shall



be as comprehensive as practicable. Schedules submitted for this bid shall assume a Notice to Proceed per the IFB Timetable and as described in the Schedule narrative. The start date will be based on the actual Notice to Proceed and approved schedule. IF THE CONTRACTOR CANNOT MEET THE DEADLINES ESTABLISHED IN THE SCHEDULE NARRATIVE ABOVE, PLEASE SUBMIT A REALISTIC SCHEDULE FOR CONSIDERATION.

- I. **Key Personnel:** The Contractor shall provide the following information for, at a minimum, the Project Manager, Superintendent and Foreman(s):
1. 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)
 2. Resume or similar information for each Key Personnel, including details on applicable or similar past projects.
- J. **Insurance:** For bid purposes, bidders must submit copies of certificates of insurance for professional and general liability and workers' compensation meeting those outlined in the sample contract attached.
- K. **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.** If no concerns are expressed by the Bidder, MABC shall consider that all terms and conditions of the contract shall control.
- L. **Forms:** Bidders must completely fill out the forms included in this IFB but may attach additional pages if more space is needed. Bids shall be complete and signed by an authorized representative of the bidder.

The bid documents and the 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 MABC requiring prompt submission of missing information. Bid packages which are substantially incomplete or lack key information may be rejected.

PART 4. EVALUATION METHOD AND CRITERIA:

4.1 General: In coordination with El Paso County, MABC shall be the sole judge of its own best interest, the submission, and the resulting negotiated agreement. In all instances, MABC's decision will be final. MABC invites qualified contractors to submit bids for consideration. 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:

- Price
- Work Plan and Schedule
- Qualification Statement
- Any exception submitted

4.2 Selection:

In coordination with El Paso County, MABC will review the bids. The Contract for this project will be awarded to the best value bidder.



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

The bidder must be deemed responsive, responsible and the Best Value 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.

In coordination with El Paso County, MABC reserves the right to reject any or all bids, the right in its sole discretion to accept the bid which it considers most favorable to MABC's interest, and the right to waive minor irregularities in the procedures. MABC further reserves the right to seek new bids when such a procedure is in its best interest.

PART 5. EMERGENCY CANCELLATION OF CONTRACT / AGREEMENT

- A. 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, MABC, in coordination with the County, may cancel, without default, such contract wholly or in part, with appropriate written notice. In the event of an emergency to such an extent that budgeted monies will have to be used for other more pressing purposes, MABC, in coordination with the County, may cancel the contract, per the provisions of the contract, without defaulting on the contract. Such Notice of Cancellation shall be processed by MABC.
- B. 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 MABC. 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 MABC, with the Contractor executing and delivering titles for said materials to the MABC designated 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.

ATTACHMENTS:

- 1. Qualification Statement
- 2. Declaration Form
- 3. Bid Form
- 4. Recirculation Project Construction Plans
- 5. Recirculation Project Specifications
- 6. Drainage Memo
- 7. Geotechnical Report
- 8. Sample Contract
- 9. Insurance and Bonds (Exhibit A to Sample Contract)
- 10. CAD Files