



---

**CITY OF GREELEY**  
**Purchasing**

**Request for Proposal**  
**RFP #F22-01-007**

**REQUEST FOR CONSTRUCTION MANAGER-AT-RISK-  
PROPOSALS FOR NON-POTABLE IRRIGATION PUMP  
STATIONS**

**for**

**WATER & SEWER DEPARTMENT**

---

**REQUEST FOR PROPOSALS (RFP)**  
**RFP #F22-01-007**

Procurement Contact: Alex Adame  
Email Address: purchasing@greeleygov.com  
Telephone Number: 970-350-9325

**Pre-Proposal Meeting:** A mandatory pre-proposal meeting will be held, Friday, January 25, 2022, 10:00 AM local time. The meeting will be held in the Water & Sewer Office's Colorado Conference Room, 1001 11th Avenue, 2<sup>nd</sup> Floor, Greeley, CO 80631.

**Proposals must be received no later than:**

Friday, February 18, 2022, before 4:00 p.m. MST

*Proposals received after this date and time will not be considered for award.*

**ONLY ELECTRONIC RFP RESPONSES WILL BE ACCEPTED DURING THE COVID-19 EVENT**

Email your RFP Response to purchasing@greeleygov.com. Submit your RFP response to this email only –please do not email to multiple people. Only emails sent to purchasing@greeleygov.com will be considered as responsive to the request for proposals. Emails sent to other City emails may be considered as non-responsive and may not be reviewed.

Proposals shall be submitted in a single Microsoft Word or PDF file under 20MB.

The RFP number and Project name must be noted in the subject line, otherwise the proposal may be considered as non-responsive to the RFP.

Electronic submittals will be held, un-opened, until the time and date noted in the RFP documents or posted addenda.

<b>Schedule of Events (subject to change)</b>	<b>All times are given in MST</b>
RFP Issued	Tuesday, January 19, 2022
Mandatory Pre-Proposal Conference at 1001 11 <sup>th</sup> Ave, 2 <sup>nd</sup> Floor, Greeley, CO 80631	Tuesday, January 25, 2022, 10:00 AM
Inquiry Deadline	Thursday, February 3, 2022
Final Addendum Issued	Tuesday, February 8, 2022
Proposal Due Date and Time	Friday, February 18, 2022, 4:00 PM
Interviews (tentative)	Scheduled as needed
Notice of Award (tentative)	Monday, February 28, 2022

## **TABLE OF CONTENTS**

<b>Section</b>	<b>Title</b>	<b>Page</b>
I	Background, Overview & Goals	4
II	Statement of Work	7
III	Administrative Information	9
IV	Proposal Submission	13
V	Response Format	14
VI	Evaluation and Award	18
VII	Conditions for Proposers	19

## **EXHIBITS**

<b>Exhibit</b>	<b>Title</b>
1	Insurance Requirements
2	
3	
4	

## **ATTACHMENTS**

<b>Attachment</b>	<b>Title</b>
A	Definition of Terms
B	Scope of Construction Manager-At-Risk Services
C	Sample Construction Manager-At-Risk Contract
D	Standard General Conditions of the Contract between Owner and Construction Manager-At-Risk (CMAR)
E	Forms for Affirmation of Compliance
F	Preconstruction and Construction Fee and Rate Proposal Form
G	Statement of Qualifications Checklist
H	Key Personnel/Relevant Projects

## **SECTION I. BACKGROUND, OVERVIEW, AND GOALS**

### **A. Background**

The City of Greeley uses raw (untreated) water to irrigate both public and private property throughout the City. A network of irrigation ditches supply water to ponds which then supply water to a pumped distribution system to provide sufficient pressure and capacity to connected irrigation systems. The City refers to this type of system as a “hub-and-spoke” layout. Through this system, the City is currently able to serve over 100 customers. The goal of the City is to expand the non-potable water system and reduce the use of potable water for irrigation purposes and improve irrigation practices, which is key to the City’s long-term water conservation plan.

The City recently updated the non-potable water master plan, (Greeley Non-Potable Water Master Plan, CDM Smith, 2021) which identified service areas for existing and future irrigation pump stations. The master plan also evaluated existing pump stations and their capacity to supply irrigation water to their designated service area. The master plan identified capital improvement projects with 5-year and 20-year planning horizons. This project will address two of the 5-year capital improvements projects, Greeley West Pump Station Replacement and Westgate Regional Pump Station.

The City of Greeley (Owner) is issuing a request for proposals (RFP) for the **Non-Potable Irrigation Pump Stations** (Project) and invites Contractors interested in alternative delivery projects to submit Proposals. The Proposal responses shall meet the requirements set forth in this RFP. As a part of the RFP, Minimum Qualification Requirements have been established and are defined in Attachment G. The Project is to be designed and constructed in two phases using the Construction Manager-At-Risk (CMAR) delivery method. The Proposals will be reviewed and evaluated by the City’s selection committee using the evaluation criteria as detailed in this RFP.

Phase 1 services generally consist of preconstruction services that includes value engineering, constructability reviews, cost estimating, schedule development and management, and risk management planning. After collaboration with the Owner and Engineer on the design, the CMAR shall develop a Guaranteed Maximum Price (GMP) proposal. The GMP proposal shall be based on the Project’s design and is anticipated to be set at no less than 90% level of completion from the Owner’s project schedule, and will include supporting documentation.

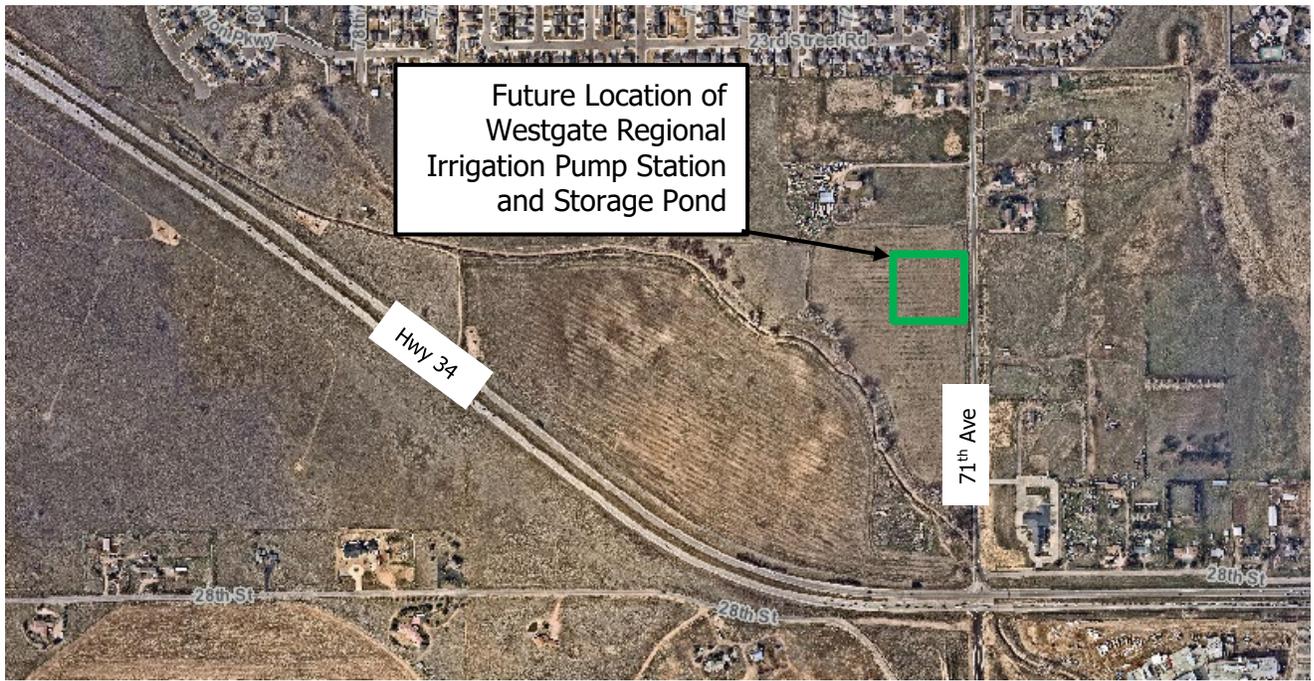
Phase 2 services generally encompass completing the Project’s construction, startup and commissioning, and warranty. An ability to self-perform a minimum of 30% of the construction is required.

This RFP is subject to revision after the date of issuance via written addenda. It is each Proposer’s responsibility, however, to obtain all RFP addenda prior to submitting their Proposal.

The capitalized terms in this RFP have the meanings as first used in the text of this RFP and/or as defined in Attachment A (Definition of Terms). In no event will the Owner be liable for any costs incurred by any Proposer or any other party in developing or submitting a Proposal.

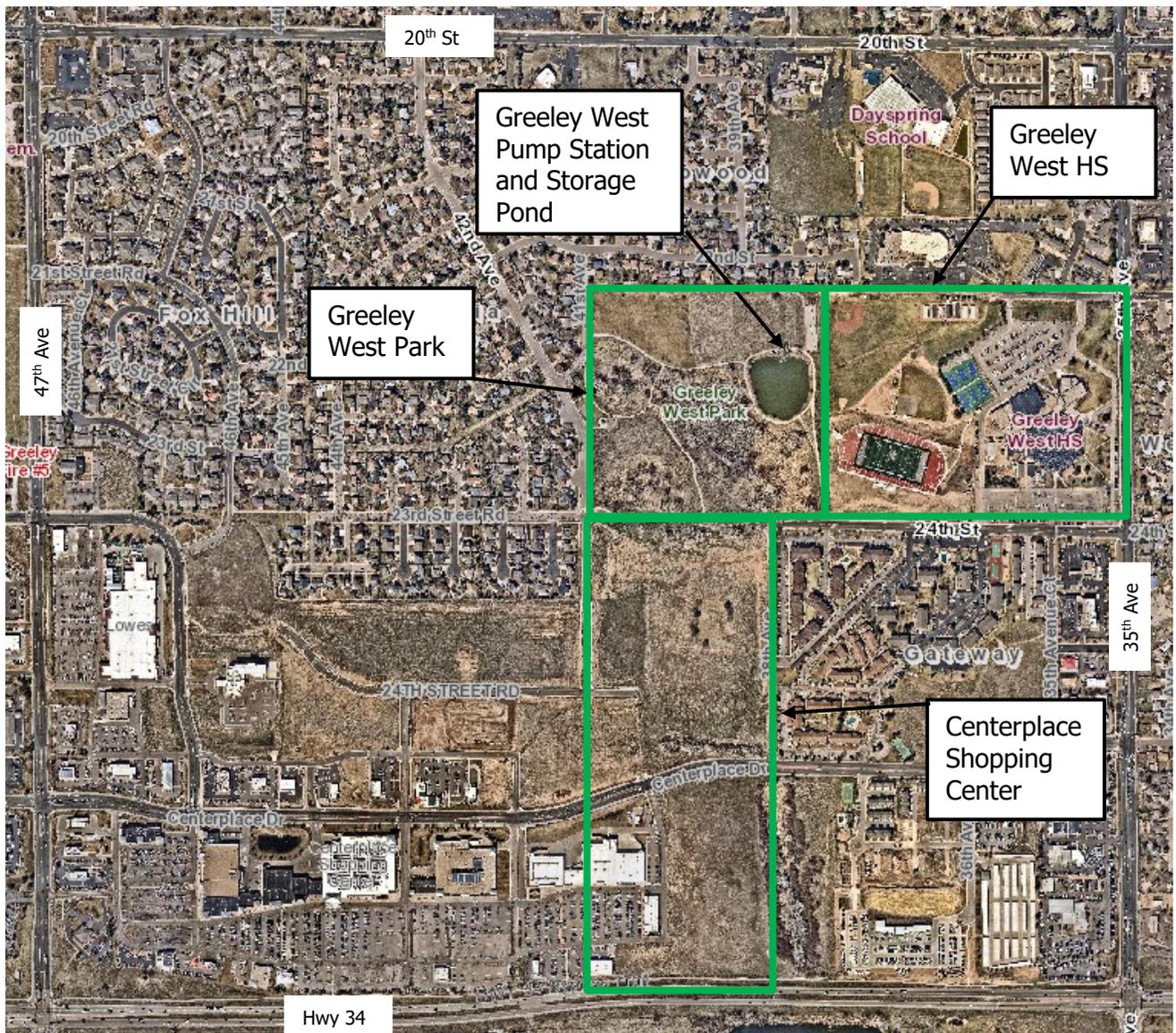
### **B. Overview**

The Westgate Regional Pump Station will be a new pump station that will serve the new Westgate Subdivision and surrounding area. The pump station has been preliminarily sized at 1,250 gpm. The storage pond will be designed by the developer’s engineer, as it will be used for both irrigation storage and storm water detention purposes. The storage pond will also be constructed by the developer’s contractor. The following figure shows the proposed location of the new pump station and storage pond.



The Greeley West Pump Station is an existing pump station that serves Greeley West Park. The pump station consists of a precast concrete building with two 20 hp vertical turbine pumps and one 5 hp pressure maintenance pump. Water is supplied by a 2-ac-ft pond through a 12-inch diameter intake pipe to the wet well.

The pump station and storage pond are undersized to serve an expanded service area which includes portions of Centerplace Shopping Center. The Greeley West High School has an existing irrigation pump station that is connected to the same storage pond and may be eliminated and served by the City's replacement pump station in the future. The City's existing pump station design flow rate is 400 gpm. The master plan sized the replacement pump station at 2,000 gpm. The pump station's storage pond will also be enlarged as part of this project. The following figure shows the proposed areas that will be served by the replacement pump station.



### C. Goals and Objectives

The project goal is to design and construct both the Greeley West Pump Station Replacement and the new Westgate Regional Pump Station, and construct them using the Construction Manager at Risk (CMAR) process. Another goal is to construct the Westgate Regional Pump Station while the irrigation pond is being constructed by the developer's contractor. All pipe connections between the pump station and the pond will need to be constructed prior to the pond being lined.

With that said, the City intends to prepare separate construction documents for each pump station, with Westgate Regional Irrigation Pump Station being constructed first. The City intends to construct the Greeley West Pump Station as funds become available, most likely the following fiscal year after completing the Westgate Regional Irrigation Pump Station.

The Greeley West Pump Station replacement includes:

- Evaluating the condition and size of the existing wet well to determine if it can be used for the replacement lift station.
- Demolition of the City's existing pump station.
- Expanding, deepening, and lining the existing storage pond.
- Sizing and constructing a new intake pipe between the storage pond and wet well.

- Sizing and constructing a replacement pump station.
- Extending a new irrigation supply pipeline to W24th Street (approx. 1,500’).

The Westgate Regional Irrigation Pump Station includes:

- Sizing and constructing an intake pipe between the storage pond and wet well.
- Sizing and constructing a new pump station.

The City’s objectives for delivery of the project are as follows:

- **Bidding of Qualified Local Subcontractors and Equipment Suppliers:** To have the ability to select Subcontractors and Equipment Vendors bids based on best-value provisions.
- **Collaboration with Design Elements:** Participate with Owner and Engineer on the selection of design elements that will optimize the balance between project capital construction costs and operation and maintenance costs, through constructability reviews. The CMAR shall work with the Owner and Engineer to find solutions to ensure the cost of the proposed improvements is at or below the project budget.
- **Flexibility in construction scheduling:** To meet and/or accelerate the project schedule by preparing Early Work Amendments for equipment and tasks identified as critical path.
- **Minimize Risk for Change Orders:** Achieve an optimal balance of risk allocation between the Owner and other parties and manage the risk to reduce the likelihood of change orders.
- **Project Cost:** Construction of the project within the City’s project budget and minimizing life-cycle costs.
- **Project Schedule:** Respondents ability to meet and/or accelerate the project schedule.
- **Quality:** Provide pump station facilities that will reliably provide non-pot irrigation water to meet system demands both in quantity and pressure.
- **Safety:** Implement an effective safety program incorporating best industry practices that provide safe working conditions for the team during construction as well as long term operational safety.
- **Selection of a Qualified CMAR with available local staff:** Selection of an experienced CMAR firm that understands the Owner’s objectives.

By selecting the CMAR delivery method for the Project, the Owner is committed to working with the CMAR to achieve the Project objectives and to obtain a mutually-agreeable GMP for the delivery of the project.

## **SECTION II. STATEMENT OF WORK**

### **A. Scope of Construction Manager-At-Risk Services**

Refer To Attachment B.

### **B. Roles and Responsibilities**

**Owner:** The Owner will cooperate with the CMAR and will fulfill its responsibilities in a timely manner to facilitate the CMAR’s timely and efficient performance of services. Owner responsibilities include:

- Review Phase 1 deliverables and submissions, providing comments to CMAR.
- Furnish existing studies and provide complete, accurate and reliable data and information regarding the Project, including record drawings, preliminary studies, etc.
- Provide information and provide (or engage CMAR to perform) additional studies that may be necessary to complete the Project.
- Provide adequate funding.
- Provide access to the Project sites and any necessary easements or property.

- Assist the CMAR in obtaining governmental approvals and permits.
- Provide necessary data and inputs.
- Provide any necessary licensed personnel for start-up services including the oversight of an operator.
- Participation in design review workshops and construction progress meetings.

**CMAR:** The CMAR will cooperate with the Owner and Design Engineer providing the Phase 1 and Phase 2 in a timely manner to complete the Project scope specified in this RFP. CMAR responsibilities include:

- Participation in Design Review Workshops and construction progress meetings.
- Collaborate with Owner and Design Engineer as required to meet project objectives.
- Prepare construction package and distribute construction package to subcontractors and suppliers.
- Supervise subcontractors and CMAR personnel.
- Obtain certain governmental approvals and permits for construction purposes only.
- Maintain site security and safety.
- Conduct performance and acceptance testing.
- Implement quality-management procedures.
- Implement project health and safety practices.
- Warranty guarantees and insurance.
- Perform risk management and mitigation activities.
- Establish and maintain Change Order Management Plan.

The roles and responsibilities of the Owner and the CMAR are more fully described in Attachment C (Draft Construction Manager-At-Risk Contract).

**Engineer:** The Engineer will cooperate with the Owner and CMAR and will provide, in a timely manner, the Phase 1 and Phase 2 services necessary to complete the Project scope specified in this RFP. The Design Engineer responsibilities include:

- Preparation of all design documents.
- Participation in Design Review Workshops.
- Assist the Owner in obtaining governmental approvals and permits.
- Provide services during construction that will ensure that the project as constructed conforms to the design intent and Owner's objectives.

C. Schedule

The CMAR will collaborate with the Design Engineer in preparing a schedule for Preconstruction progress and delivery schedules. The proposed project milestones and dates that will be incorporated into contract delivery dates. Desired milestones are listed below based on budget availability and construction schedule:

- 4/1/22 – 30% Design for Westgate Regional Pump Station
- 5/2/22 – 60% Design for Westgate Regional Pump Station
- 6/1/22 – 90% Design for Westgate Regional Pump Station (Issued for Pricing)

### SECTION III. ADMINISTRATIVE INFORMATION

**A. Issuing Office:**

The City's contact name listed herein is to be the sole point of contact concerning this RFP. Offerors shall not directly contact other personnel regarding matters concerning this RFP or to arrange meetings related to such.

**B. Official Means of Communication:**

All official communication from the City to offerors will be via postings on an electronic solicitation notification system, the Rocky Mountain Bid System ([www.rockymountainbidsystem.com](http://www.rockymountainbidsystem.com)). The Purchasing Contact will post notices that will include, but not be limited to, proposal document, addenda, award announcement, etc. It is incumbent upon offerors to carefully and regularly monitor the Rocky Mountain Bid System for any such postings.

**C. Inquiries:**

Prospective offerors may make written inquiries by e-mail before the written inquiry deadline concerning this RFP to obtain clarification of requirements. There will be opportunity to make inquiries during the pre-proposal conference, if any. No inquiries will be accepted after the deadline. Inquiries regarding this RFP (be sure to reference RFP number) should be referred to:

E-Mail: [purchasing@greeleygov.com](mailto:purchasing@greeleygov.com)

Subject Line: RFP #F22-01-007

Response to offerors' inquiries will be published as addenda on the Rocky Mountain Bid System in a timely manner. Offerors cannot rely on any other statements that clarify or alter any specification or other term or condition of the RFP.

**Should any interested offeror, sales representative, or manufacturer find any part of the listed specifications, terms and conditions to be discrepant, incomplete, or otherwise questionable in any respect, it shall be the responsibility of the concerned party to notify the Purchasing Contact of such matters immediately upon discovery.**

**D. Insurance: (Exhibit 1)**

The successful CMAR Contractor will be required to provide a Certificate of Insurance or other proof of insurance naming the City of Greeley as "additional insured". Coverage must include COMMERCIAL GENERAL LIABILITY coverage with minimum limits of \$2,000,000, and WORKER'S COMPENSATION coverage with limits in accordance with State of Colorado requirements.

COMPREHENSIVE AUTOMOBILE LIABILITY with minimum limits for bodily injury and property damage coverage of at least \$1,000,000, plus an additional amount adequate to pay related attorneys' fees and defense costs, for each of Consultant's owned, hired or non-owned vehicles assigned to or used in performance of this Agreement.

The City shall be named as additional Insured for General and Auto Liability Insurance.

Awarded offeror must present the City with proof of PROFESSIONAL LIABILITY COVERAGE with a minimum limit of \$1,000,000.

**E. Modification or Withdrawal of Proposals:**

Proposals may be modified or withdrawn by the offeror prior to the established due date and time.

**F. Minor Informalities:**

Minor informalities are matters of form rather than substance evident from the response or insignificant mistakes that can be waived or corrected without prejudice to other vendors. The Purchasing Manager may waive such informalities or allow the vendor to correct them depending on which is in the best interest of the City.

**G. Responsibility Determination:**

The City will make awards only to responsible vendors. The City reserves the right to assess offeror responsibility at any time in this RFP process and may not make a responsibility determination for every offeror.

**H. Acceptance of RFP Terms:**

A proposal submitted in response to this RFP shall constitute a binding offer. The autographic signature of a person who is legally authorized to execute contractual obligations on behalf of the offeror shall indicate acknowledgment of this condition. A submission in response to this RFP acknowledges acceptance by the offeror of all terms and conditions as set forth herein. An offeror shall identify clearly and thoroughly any variations between its proposal and the RFP in the cover letter. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.

**I. Protested Solicitations and Awards:**

Right to protest. Any actual or prospective bidder, offeror or contractor who is aggrieved in connection with the solicitation or award of a contract must protest in writing to the City Manager as a prerequisite to seeking judicial relief. Protestors are urged to seek informal resolution of their complaints initially with the Purchasing Manager. A protest shall be submitted within ten (10) calendar days after such aggrieved person knows or should have known of the facts giving rise thereto. A protest with respect to an invitation for bids or request for proposals shall be submitted in writing prior to the opening of bids or the closing date of proposals, unless the aggrieved person did not know and should not have known of the facts giving rise to such protests prior to bid opening or the closing date for proposals.

1. Stay of procurement during protests. In the event of a timely protest under Subsection (A) of this Section, the Purchasing Manager shall not proceed further with the solicitation or award of the contract until all administrative and judicial remedies have been exhausted or until the City Manager makes a written determination on the record that the award of a contract without delay is necessary to protect substantial interest of the City. (Ord. 75, 1984 §2 (part)).

**J. Confidential/Proprietary Information:**

All proposals will be confidential until a contract is awarded and fully executed. At that time, all proposals and documents pertaining to the proposals will be open for public inspection, except for the material that is proprietary or confidential. However, requests for confidentiality can be submitted to the Purchasing Contact provided that the submission is in accordance with the following procedures. This remains the *sole responsibility* of the offeror. The Purchasing Contact will make no attempt to cure any information that is found to be at a variance with this procedure. The offeror may not be given an opportunity to cure any variances after proposal opening. **Neither a proposal in its entirety, nor proposal**

**price information will be considered confidential/proprietary.** Questions regarding the application of this procedure must be directed to the Purchasing Contact listed in this RFP.

**K. Acceptance of Proposal Content:**

The contents of the proposal (including persons specified to implement the project) of the successful CMAR Contractor shall become contractual obligations into the contract award. Failure of the successful offeror to perform in accordance with these obligations may result in cancellation of the award and such offeror may be removed from future solicitations.

**L. RFP Cancellation:**

The City reserves the right to cancel this RFP at any time, without penalty.

**M. Negotiation of Award:**

In the event only one (1) responsive proposal is received by the City, the City reserves the right to negotiate the award for the services with the offeror submitting the proposal in lieu of accepting the proposal as is.

**N. Contract: (Attachment C)**

A sample copy of the contract award the City will use to contract for the services specified in this RFP is included as Attachment C for your review. The attached contract is only a sample and is not to be completed at this time.

**O. RFP Response/Material Ownership:**

All material submitted regarding this RFP becomes the property of the City of Greeley, unless otherwise noted in the RFP.

**P. Incurring Costs:**

The City is not liable for any cost incurred prior to issuance of a legally executed contract and/or a purchase order.

**Q. Utilization of Award by Other Agencies:**

The City of Greeley reserves the right to allow other State and local governmental agencies, political subdivisions, and/or school districts to utilize the resulting award under all terms and conditions specified and upon agreement by all parties. Usage by any other entity shall not have a negative impact on the City of Greeley in the current term or in any future terms.

**R. Non-Discrimination:**

The offeror shall comply with all applicable state and federal laws, rules and regulations involving non-discrimination on the basis of race, color, religion, national origin, age or sex.

**S. News Releases:**

Neither the City, nor the offeror, shall make news releases pertaining to this RFP prior to execution of the contract without prior written approval of the other party. Written consent on the City's behalf is provided by the Public Information Office.

**T. Certification of Independent Price Determination:**

1. By submission of this proposal each offeror certifies, and in the case of a joint proposal each party, thereto certifies as to its own organization, that in connection with this procurement:

- a) The prices in this proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
  - b) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening, directly or indirectly to any other offeror or to any competitor; and
  - c) No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
2. Each person signing the Request for Proposal form of this proposal certifies that:
- a) He/she is the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to (1.a) through (1.c) above; or
  - b) He/she is not the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein but that he/she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (1.a) through (1.c) above, and as their agent does hereby so certify; and he/she has not participated, and will not participate, in any action contrary to (1.a) through (1.c) above.
3. A proposal will not be considered for award where (1.a), (1.c), or (2.) above has been deleted or modified. Where (1.b) above has been deleted or modified, the proposal will not be considered for award unless the offeror furnishes with the proposal a signed statement which sets forth in detail the circumstances of the disclosure and the City's Purchasing Manager, or designee, determines that such disclosure was not made for the purpose of restricting competition.
4. The Contract Documents may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document. The Contract Documents, including all component parts set forth above, may be executed and delivered by electronic signature by any of the parties and all parties consent to the use of electronic signatures.

**U. Taxes:**

The City of Greeley is exempt from all federal excise taxes and all Colorado State and local government sales and use taxes. Where applicable, CMAR Contractor will be responsible for payment of use taxes.

**V. Assignment and Delegation:**

Neither party to any resulting contract may assign or delegate any portion of the agreement without the prior written consent of the other party.

**W. Availability of Funds:**

Financial obligations of the City of Greeley payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made

available. In the event funds are not appropriated, any resulting contract will become null and void without penalty to the City.

**X. Standard of Conduct:**

The successful firm shall be responsible for maintaining satisfactory standards of employees' competency, conduct, courtesy, appearance, honesty, and integrity, and shall be responsible for taking such disciplinary action with respect to any employee as may be necessary.

The City may request the successful firm to immediately remove from this assignment any employee found unfit to perform duties due to one or more of the following reasons:

1. Neglect of duty.
2. Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions or fighting.
3. Theft, vandalism, immoral conduct or any other criminal action.
4. Selling, consuming, possessing, or being under the influence of intoxicants, including alcohol, or illegal substances while on assignment for the City.

Agents and employees of CMAR Contractor or Consultant working in City facilities shall present a clean and neat appearance. Prior to performing any work for the City, the CMAR Contractor or Consultant shall require each of their employees to wear ID badges or uniforms identifying: the CMAR Contractor or Consultant by name, the first name of their employee and a photograph of their employee if using an ID badge. Their employee shall wear or attach the ID badge to the outer garments at all times.

**Y. Damages for Breach of Contract:**

In addition to any other legal or equitable remedy the City may be entitled to for a breach of this Contract, if the City terminates this Contract, in whole or in part, due to CMAR Contractor's breach of any provision of this Contract, CMAR Contractor shall be liable for actual and consequential damages to the City.

**Z. Other Statutes:**

1. The signatory hereto avers that he/she is familiar with Colorado Revised Statutes , 18-8-301, et seq. (Bribery and Corrupt Influence) and 18-8-401, et seq. (Abuse of Public Office) as amended, and that no violation such provisions is present.
2. The signatory hereto avers that to his/her knowledge, no City of Greeley employee has any personal or beneficial interest whatsoever in the service or property described herein. See CRS 24-18-201 and CRS 24-50-507.

**SECTION IV. PROPOSAL SUBMISSION**

Following are the response requirements for this RFP. All specific response items represent the minimum information to be submitted. Deletions or incomplete responses in terms of content or aberrations in any form may, at the City's discretion, render the proposal non-responsive.

Instructions for electronic submittal. Email your RFP Response to [purchasing@greeleygov.com](mailto:purchasing@greeleygov.com). Submit your RFP response to this email only – please do not email to multiple people. Only emails sent to [purchasing@greeleygov.com](mailto:purchasing@greeleygov.com) will be considered as responsive to the request for proposals. Emails sent to other City emails may be considered as non-responsive and may not be reviewed.

Proposals shall be submitted in a single Microsoft Word or PDF file under 20MB.

The RFP number and Project name must be noted in the subject line, otherwise the proposal may be considered as non-responsive to the RFP.

Electronic submittals will be held, un-opened, until the time and date noted in the RFP documents or Posted addenda.

To facilitate the evaluation, offeror shall submit and organize all responses in the same order as listed in Section V. Proposals that are determined to be at a variance with this requirement may not be accepted. The City only accepts proposals in hard copy format and does not accept proposals submitted via fax or email.

Late proposals will not be accepted. It is the responsibility of the offeror to ensure that the proposal is received at the City of Greeley's Purchasing Division on or before the proposal due date and time.

## **SECTION V. RESPONSE FORMAT**

The following items are to be included in your proposal, in the order listed. Deviation from this may render your proposal non-responsive.

The Proposal must not exceed **30** total pages (with the front counting as one page, most or all 8½ x 11 inch with 1-inch or greater margins), excluding the transmittal letter, index or table of contents, front and back covers, title pages/separation tabs, and appendices. A maximum of **5** of the total pages may be 11 x 17-inch tri-fold format. Eleven-point font or larger must be used in Proposal. All proposed project costs, representative projects (maximum of five), and resumes (two pages max) shall be included in the appendices.

### **A. Submission Content**

The content requirements set forth in this RFP represent the minimum content requirements for the Proposal. It is the Proposer's responsibility to include information in its Proposal to present all relevant qualifications and other materials. The Proposal, however, should not contain standard marketing or other general materials. It is the Respondent's responsibility to modify such materials so that only directly relevant information is included in the Proposal.

The Proposal must include the following information in the order listed below:

- Transmittal Letter
- Part 1 – Executive Summary
- Part 2 – Statement of Qualifications Checklist (Attachment G)
- Part 3 – Project Team
- Part 4 – Project Approach
- Part 5 – Preconstruction and Construction Fee and Rate Proposal (Attachment F)
- Part 6 – Design Consultant Collaboration
- Appendix A – Forms for Affirmation of Compliance (Attachment E)
- Appendix B – Resumes, Project Team, and CMAR Contractor Relevant Projects (Attachment H)
- Appendix C – Construction Labor and Equipment Rate Proposal.

As a part of Appendix A include (Proposal Acknowledgements) and the Debarment/Suspension Certification Statement (Attachment E), and sworn statement attesting to any legal proceedings and judgments.

## **B. Transmittal Letter**

Proposers must submit a transmittal letter (2 page maximum) on the Proposer's letterhead. It must be signed by a representative of the Proposer who is authorized to sign such material and to commit the Proposer to the obligations contained in the Proposal. The transmittal letter must include the name, address, phone number and e-mail address for the Proposer Contact and must specify who would be the CMAR's signatory to any contract documents executed with the Owner. The transmittal letter may include other information deemed relevant by the Proposer. The Proposer must notify the Owner of any changes subsequent to submission of the Proposal and before the selection process is completed (and, in the case of the selected Proposer, before execution of the Construction Manager-At-Risk Contract).

## **C. Part 1 – Executive Summary**

The executive summary (maximum 2 pages) must include a concise overview of the key elements of the Proposal. The executive summary shall not be used to convey additional information not found elsewhere in the Proposal.

## **D. Part 2 – Statement of Qualifications**

Proposers must submit the Statement of Qualifications checklist provided as Attachment G. This part of the Proposal confirms that the Statement of Qualifications (SOQ) submitted in response to the request for qualifications, is incorporated as part of the Proposal.

With the Statement of Qualifications include five (5) relevant project examples from Attachment H, to show that that proposer meets the qualification requirements for the relevant projects. This list is established as the minimum requirements to prequalify for the project and the proposer must represent that all minimum requirements have been met to prequalify for the project. The minimum requirements will not be verified until the Proposal has been submitted. If it is found during the review process that the proposer does not in fact meet all of the minimum requirements the proposer will immediately be removed from the qualified CMAR Contractor list, without scoring the proposal.

## **E. Part 3 – Project Team**

The composition, organization and management of the CMAR Contractor Project Team must be described in two separate subsections.

### **a. Part 3.1 – Project Key Personnel**

Complete the provided forms for Project Key Personnel found in Attachment H and include five example of similar projects working on small to medium sized vertical turbine pumping stations, lined storage ponds, and distribution mains projects with at least \$1,000,000 dollars in contract amount that include Project Key Personnel completed within the last 5 years in Appendix B.

*Contractor/other firms:*

- Identify any other key firms (such as subcontractors and sub-consultants) included on the Project Team along with the CMAR Contractor, and describe the scope of the contractor's and each firm's services and responsibilities during phase 1 and phase 2 of

the Project.

- Provide a list of sub-contractors the CMAR Contractor has previous experience with including firms name and address. Identify if said sub-contractor(s), the CMAR Contractor has listed, has a local presence in the Greeley (or northern Colorado) marketplace.

#### *Key Personnel*

- Identify all Key Personnel (and their firm affiliations) on the Project Team and describe their specific responsibilities during the Project.
- Provide organizational charts showing the reporting relationships and responsibilities of all Key Personnel (along with their firm affiliations) and describe the CMAR Contractor's approach to the management of such Key Personnel.
- Provide resumes for all Key Personnel in Appendix B (Resumes). Resumes must be limited to two pages per individual and include their experience as it relates to the Project and to the individual's specified role on the Project.
- Demonstrate project manager(s) or field superintendent(s) has experience with vertical turbine pump station projects.

Any change in the Proposer's Key Personnel included in the Proposal will require approval by the Owner and can result in loss of the contract at the sole discretion of the City of Greeley. Key Personnel must remain the same from Phase 1 to Phase 2.

### **b. Part 3.2 – CMAR Contractor Relevant Project Experience**

#### *Reference Projects*

The Respondent shall submit descriptions of reference projects to demonstrate relevant experience.

- The CMAR Contractor has experience providing CMAR preconstruction related services for similar type projects
- The CMAR Contractor has experience providing CMAR construction for similar type projects

Each project description shall contain at least the following information:

- Name of owner.
- Owner reference and contact information.
- Role of respondent in CMAR or design build process
- Project value including: the original GMP or lump sum, the final completed construction value and the percentage of final GMP or lump sum that was directly related to Owner (including Owner Representative) directed changes.
- Year started and year completed.
- Description of the project showing relevance to this Project.
- Names of firms and Key Personnel that participated in project and are included in this RFP, along with a clear description of the roles and responsibilities of each.

#### *Safety*

Provide a summary description of the CMAR Contractor's corporate safety program and include safety statistics or records indicating categories of accidents and their incidence or frequency rates for the past three (3) years. The following safety records must be provided for the CMAR Contractor for the current and past three (3) years:

- The experience modification rate (EMR) calculated by the National Council on Compensation Insurance or similar rating bureau. (The EMR is also referred to as the experience modification rating, experience modification factor, experience modifier or X-mod.) An EMR not greater than 0.9 is preferred.
- The days-away-from-work injury incident rate (DART - days away, restricted or transferred). A day-away-from-work injury is an injury that prevents an employee from returning to his or her next regularly scheduled shift, one or more restricted days or that resulted in an employee transferring to a different job within the company. The incidence rate is calculated by multiplying the number of days-away-from-work, restrictions or job transfers for the particular year by 200,000 and then dividing the product by the total hours worked by employees during the year covered.

## **F. Part 4 – Project Approach**

Provide a conceptual description of the CMAR Contractor's approach for managing and performing its services during Phase 1 and Phase 2 of the Project, addressing the following topics.

### **a. Part 4.1 – Project Approach**

- Discuss how a collaborative relationship with the Owner and Design Engineer would be established during Phase 1 preconstruction services including design development, scheduling, cost estimating and GMP development.
- Discuss how the design and construction processes will interface (including how constructability issues, construction document packaging, value engineering and risk issues will be addressed).
- Discuss your company's ability to self-perform construction activities, define what activities you anticipate self-performing, and percentage anticipated for this project. An ability to self-perform a minimum of 30% of the construction is required.
- Describe the process that will be used to attempt to utilize quality sub-contractors located within Greeley, Weld County, and Northern Colorado.
- Describe the process for developing the GMP proposals (defined by the Owner and including the approach to establishing contingency)

## **G. Part 5 – Preconstruction and Construction Fee and Rate Proposal**

### **a. Part 5.1 – Preconstruction Fee and Rate Proposal**

The Proposer must complete RFP Attachment F (Preconstruction and Construction Fee and Rate Proposal Form) – with all required pricing information. The scope of CMAR services for which pricing is required is defined in RFP Attachment B (Scope of CMAR Services), which shall correspond to the fee provided for Phase 1 Preconstruction Services. Complete the "Fee and Rate Worksheet" tab to calculate the Phase 1 Preconstruction Services Fee Total.

### **b. Part 5.2 – Construction Fee and Rate Proposal**

The Phase 2 Construction Services Fees shall be included in Attachment F calculated based on an arbitrary \$1,500,000 construction fee. The CMAR Contractor shall include project contingencies, general conditions costs, overhead, profit, and Insurances and Bond associated costs. These values will be used for actual Phase 2 Construction pricing. The overhead, profit, insurance, and bonds shall be fixed for the duration of the contract, minimum 3-years. Part 5 of the Proposal should describe the basis for the fee and rate proposal and discuss its viability from the CMAR's perspective.

Be advised that the Owner is not interested in proposed fees or rates that provide excessive discounts from the CMAR's anticipated actual costs for the requested services. If Owner determines (at its sole discretion) that the fees and rates included in a Proposal are unacceptably below industry norms or that a Proposer's fees and rates are substantially or unacceptably below other Proposals, the Owner may (at its sole discretion) either declare that Proposal to be non-responsive or seek additional detailed information from that Proposer concerning the cost basis for its fee and rate proposal, prior to rendering a decision on the Proposal's responsiveness.

#### **H. Appendix C – Construction Labor & Equipment Rates Proposal**

The CMAR shall submit fixed rates for all labor and equipment that maybe utilized for construction of the projects for the term of this contract. The fixed rate for labor and equipment established in the initial CMAR contract allows for annual price increase or decrease adjustments in subsequent years. The CMAR shall propose the amount of increase or decrease in fixed rates for labor and equipment based on the justifications for the change and shall not exceed the ENR Construction Cost Index. The new proposed rates must be approved by the City in advance of being used in project costs.

#### **I. Part 6 – Design Consultant Collaboration**

Describe the relationship working with the proposed Design Consultant team. Describer how this proposed will team successfully and cost effectively complete of the project in a timely fashion. What benefits dose the proposed team bring to project and the benefit for the City of Greeley.

### **SECTION VI. EVALUATION AND AWARD**

#### **A. General**

All proposals submitted in response to this RFP will be evaluated by a committee in accordance with the criteria described below. Total scores will be tabulated, and the highest ranked firm will enter into negotiations.

During the Proposal evaluation process, written questions or requests for clarification may be submitted to one or more Proposers regarding its Proposal or related matters. Failure to respond in a timely manner to any such questions or requests may be grounds for elimination of the Proposer from further consideration. A presentation and/or demonstration may be requested by short-listed Proposers prior to award. However, a presentation/demonstration may not be required, and therefore, complete information should be submitted with your proposal. Committee members may revise their initial scores based upon additional information and clarification received in this phase. If your company is invited to give a presentation to the committee, these dates may not be flexible.

## **B. Responsiveness**

Each Proposal will be reviewed to determine whether it is responsive to the RFP. Failure to comply with the requirements of this RFP may result in a Proposal being rejected as non-responsive. At its sole discretion, however, the selection committee may waive any such failure to meet a requirement of this RFP and may request clarification or additional information to remedy a failure.

## **C. Evaluation Criterion – CMAR Contractor**

The City of Greeley awards contracts to responsible vendors only. The City of Greeley’s Municipal Code defines a “Responsible Respondent” as one who has “the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.” The City reserves the right to request information as it deems necessary to determine a Respondent’s responsibility. If the Respondent fails to supply the requested information, the City shall base the determination of responsibility upon any available information or may find the Respondent non-responsible if such failure is unreasonable.

In ranking the proposals, the selection committee will utilize a 100-point scale whereby the maximum points awarded for each of the evaluation criteria will be based on the percentage weight set forth above. In this process the selection committee reserves the right to normalize the committee member’s scores to complete the ranking portion of the evaluation.

Proposal Comparative Evaluation Requirements:	Points Available
Part 3.1 - Project Key Personnel	20
Part 3.2 – CMAR Contractor Relevant Project Experience	25
Part 4.1 - Project Approach	20
Part 5.1 - Pre-Construction Fee and Rate Proposal	5
Part 5.2 - Construction Fee and Rate Proposal	15
Part 6 – Design Consultant Collaboration	15
Total	100

## **D. Selection**

The City of Greeley will base their selection on the results from the combination proposals and presentation if required. After the evaluation process is complete, the Owner will select the proposer that submits the proposal that offers the best value based on the published selection criteria and on its ranking evaluation.

The Owner shall first attempt to negotiate a contract with the selected proposer. If the Owner is unable to negotiate a satisfactory contract with the selected proposer, the Owner will, formally and in writing, end negotiations with that proposer and proceed to negotiate with the next proposer in the order of the selection ranking until a contract is reached or negotiations with all ranked proposers end.

## **SECTION VIII. Conditions for Proposers – CMAR Contractor**

### **A. Owner Authority**

Owner is a Home Rule Municipality in the State of Colorado as set forth in Article 20, Section 6 of the Colorado Constitution. The procurement process for this Project is authorized under Article III – Source Selection and Contract Formation.

## **B. Ineligible Firms and Individuals**

The following firms and individuals are serving in an advisory capacity to the Owner for this Project and are therefore not eligible to assist or participate with any Respondent that submits a Proposal for the Project.

## **C. Conflict of Interest**

The following laws mandate the public disclosure of certain information concerning persons doing business or seeking to do business with the Owner, including affiliations and business and financial relationships such persons may have with Owner officers: Greeley is subject to C.R.S. 24-72-201+, Colorado Public Records Law.

## **D. Proprietary Information**

All proposals will be confidential until a contract is awarded and fully executed. At that time, all proposals and documents pertaining to the proposals will be open for public inspection, except for the material that has been marked proprietary or confidential by the vendor at the time the proposal has been submitted to the City of Greeley. This remains the sole responsibility of the offeror. The Purchasing Contact will make no attempt to cure any information that is found to be at a variance with this procedure.

The offeror may not be given an opportunity to cure any variances after proposal opening. Neither a proposal in its entirety, nor proposal price information will be considered confidential or proprietary. Questions regarding the application of this procedure must be directed to the Purchasing Contact listed in this RFP.

## **E. Rights of the Owner**

In connection with this procurement process, including the receipt and evaluation of Proposals and award of the Construction Manager-At-Risk Contract, Owner reserves to itself (at its sole discretion) all rights available to it under applicable law, including without limitation, with or without cause and with or without notice, the right to:

- Cancel, withdraw, postpone, or extend this RFP, in whole or in part, at any time prior to the execution of the Construction Manager-At-Risk Contract, without incurring any obligations or liabilities.
- Modify the procurement schedule.
- Waive deficiencies, informalities and irregularities in a Proposal and accept and review a non-conforming Proposal.
- Suspend and terminate the procurement process or terminate evaluations of Proposals received.
- Permit corrections to data submitted with any Proposal.
- Hold meetings and interviews, and conduct discussions and correspondence, with one or more of the Proposers to seek an improved understanding of any information contained in a Proposal.
- Seek or obtain, from any source, data that has the potential to improve the understanding and evaluation of the Proposals.
- Seek clarification from any Proposer to fully understand information provided in the Proposal and to help evaluate and rank the Proposers.
- Reject a Proposal containing exceptions, additions, qualifications or conditions not called for in the RFP or otherwise not acceptable to the Owner.
- Conduct an independent investigation of any information, including prior experience, included in a Proposal by contacting project references, accessing public information, contacting independent parties, or any other means.

- Request additional information from a Proposer during the evaluation of its Proposal.
- Negotiate the award for services with a sole Proposer in lieu of accepting the Proposal as is, in the event only one (1) responsive RFP is received by the City.

#### **F. Obligation to Keep Project Team Intact**

Proposers are advised that all firms and Key Personnel identified in the Proposal shall remain on the Project Team for the duration of the procurement process and execution of the Project. If extraordinary circumstances require a change, it must be submitted in writing to the Owner Contact, who, at his sole discretion, will determine whether to authorize a change, recognizing that certain circumstances (such as termination of employment) may occur that are beyond the CMAR's control. Unauthorized changes to the Project Team at any time during the procurement process may result in elimination of the Proposer from further consideration.

#### **G. Addenda**

If any revisions to the RFP or procurement process become necessary or desirable (at the Owner's sole discretion), the Owner may issue written addenda. **The Owner will post all addenda to Rocky Mountain Bid System It is Proposer's responsibility to obtain all addenda prior to submitting its Proposal.**

#### **H. Protests**

Any actual or prospective firm, Respondent or contractor who is aggrieved in connection with the solicitation or award of a contract must protest in writing to the City Manager as a prerequisite to seeking judicial relief. Protestors are urged to seek informal resolution of their complaints initially with the Purchasing Official. A protest shall be submitted within ten (10) calendar days after such aggrieved person knows or should have known of the facts giving rise thereto. A protest with respect to an invitation for bids or request for proposals shall be submitted in writing prior to the opening of bids or the closing date of proposals, unless the aggrieved person did not know and should have known the facts giving rise to such protests prior to bid opening or the closing date for submittals.

Stay of procurement during protests. In the event of a timely protest under, the Purchasing Official shall not proceed further with the solicitation or award of the contract until all administrative and judicial remedies have been exhausted or until the City Manager makes a written determination on the record that the award of a contract without delay is necessary to protect substantial interest of the City. (Ord. 75, 1984 §2 (part))

#### **I. Other Conditions under this RFP**

**Acceptance of RFP Terms:** A submission in response to this RFP shall constitute a binding offer. The autographic signature of a person who is legally authorized to execute contractual obligations on behalf of the Proposer shall indicate acknowledgment of this condition. A submission in response to this RFP acknowledges acceptance by the Respondent of all terms and conditions as set forth herein. Respondents shall identify clearly and thoroughly any variations between their Proposal and the RFP in the cover letter. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.

**Assignment and Delegation:** Neither party for any resulting contract may assign or delegate any portion of the agreement without the prior written consent of the other party.

**Availability of Funds:** Financial obligations of the City of Greeley payable after the current fiscal year are contingent upon funds for the purpose being appropriated, budgeted and otherwise made

available. In the event funds are not appropriated, any resulting contract will become null and void without penalty to the City.

**Incurring Costs:** The City is not liable for any cost incurred prior to issuance of a legally executed contract and/or purchase order.

**Non-Discrimination:** The Respondent shall comply with all applicable state and federal laws, rules and regulations involving non-discrimination on the basis of race, color, religion, national origin, age or sex.

**Taxes:** The price or prices for the Work will include full compensation for taxes that the CMAR Contractor is or may be required to pay. The CMAR Contractor shall bear the risk of any added or increased taxes occurring during the prosecution of the Work. A change in taxes shall under no circumstances entitle the CMAR Contractor to an adjustment under the Contract.

The CMAR Contractor's attention is directed to the fact that this Project is exempt from payment of City of Greeley Sales and Use taxes, and such taxes must not be included in the amount of bid.

The CMAR Contractor shall pay all sales and use taxes required to be paid, shall maintain such records in respect of his work, which shall be separate and distinct from all other records maintained by the CMAR Contractor and shall be available for inspection by the Owner at any and all reasonable times, and shall furnish the Owner with such data, as may be necessary to enable the Owner to obtain any refunds of such taxes which may be available to the Owner under the laws, ordinances, rules or regulations applicable to such taxes. The CMAR Contractor shall require each of his subcontractors to pay all sales and use taxes required to be paid and to maintain such records and furnish the CMAR Contractor with such data as may be necessary to enable the Owner to obtain a refund of the taxes paid by such subcontractors.

# Attachment A

## Definition of Terms

The definitions of some of the capitalized terms used in this RFP are presented below:

**Construction Cost Index (ENR)** - The term "Construction Cost Index" shall mean the *Engineering News Record's* Construction Cost Index for the time period designated by the City. The 20 cities average is used as a benchmark.

**Construction Manager-At-Risk (CMAR)** – The entity that will enter into the Construction Management-at Risk Contract with the Owner and that will be the single point of accountability to the Owner for delivery of the services and the Project. All CMAR services shall be split in two phases, Preconstruction (Phase 1) and Construction (Phase 2).

**Construction Phase (Phase 2)** – The portion of the work upon that begins on the acceptance of the Guaranteed Maximum Price through to Final Completion

**Contract Documents** – The Contract Documents are comprised of the items listed in the Construction Manager-At-Risk Contract, Article 2 (Attachment C). For Reference Only

**Design Engineer** – An independent engineering firm or owners staff engineer that provides professional design services and be in responsible charge of the design, leading to the completion of documents deemed ready for construction.

**Construction Manager-At-Risk Contract** – The contract, including the agreement and all of its attachments, presented as RFP Attachment C (Draft Construction Manager-At-Risk Contract).

**Guaranteed Maximum Price (GMP)** – An agreed upon price and schedule for a specified portion of work to be completed by the CMAR as defined in the Contract Documents.

**Key Personnel** – The individuals, employed by CMAR or other firms included on the Project Team, who would fill certain key roles in delivery of the Project and related services by the CMAR, including the following positions: project manager, safety manager, Design Engineer, and CMAR.

**Minimum Qualification Requirements** – The requirements set forth in Attachment G, Statement of Qualifications Checklist of this RFP that, at a minimum, must be satisfied (or waived by Owner) in order for the Proposal to be evaluated and ranked according to the comparative evaluation criteria.

**Owner** – City of Greeley

**Preconstruction Phase (Phase 1)** - The portion of the work prior to the acceptance of the Guaranteed Maximum Price

**Project** – Non-Potable Irrigation Pump Stations, Distribution Projects Construction Contractor.

**Project Team** – The Construction Manager-At-Risk, Key Personnel and any additional firms (such as subcontractors and sub consultants) included in the Proposal.

**Proposer** – The entity responding to this RFP by submitting the Proposal.

**Work** – Work is comprised of all construction and other services required by the Contract Documents, including procuring and furnishing all materials, equipment, services and labor reasonably inferable from the Contract Documents.

**Attachment B**  
**Scope of Construction Manager-At-Risk Services**  
**(Incorporated by Reference)**

Attachment C  
**Draft Construction Management-At-Risk Contract**  
**(Incorporated by Reference)**

## **Attachment D**

### **Standard General Conditions of the Contract between Owner and Construction Manager-At-Risk (CMAR)**

(Incorporated by Reference)

**Attachment E**  
**Forms for Affirmation of Compliance**

**Debarment/Suspension Certification Statement**

The proposer certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal, State, County, Municipal or any other department or agency thereof. The proposer certifies that it will provide immediate written notice to the City if at any time the proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstance.

DUNS # (Optional) \_\_\_\_\_

Name of Organization \_\_\_\_\_

Address \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**PROPOSAL ACKNOWLEDGEMENT**

The Respondent hereby acknowledges receipt of addenda numbers \_\_\_\_\_ through \_\_\_\_\_.

Falsifying this information is cause to deem your proposal nonresponsive and therefore ineligible for consideration. In addition, falsification of this information is cause to cancel a contract awarded based on one or both of the above preferences.

By signing below, you agree to all terms & conditions in this RFP, except where expressly described in your cover letter.

\_\_\_\_\_  
Original Signature by Authorized Officer/Agent

\_\_\_\_\_  
Type or printed name of person signing

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Vendor Mailing Address

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Proposal Valid Until (at least for 90 days)

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
Website Address

**Project Manager:**

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Vendor Mailing Address

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Email Address

**SECTION 00320**

PERFORMANCE BOND

Bond No. \_\_\_\_\_

KNOWN ALL MEN BY THESE PRESENTS: that

(Firm) \_\_\_\_\_

(Address) \_\_\_\_\_

(an Individual), (a Partnership), (a Corporation), hereinafter referred to as "the Principal", and

(Firm) \_\_\_\_\_

(Address) \_\_\_\_\_

hereinafter referred to as "the Surety", are held and firmly bound unto the CITY OF GREELEY, 1000 10th Street, Greeley, CO. 80631, a Municipal Corporation, hereinafter referred to as "the Owner" in the penal sum of \_\_\_\_\_ in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors and assigns, jointly and severally, firmly by these present.

THE CONDITIONS OF THIS OBLIGATION are such that whereas the Principal entered into a certain Contract Agreement with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, a copy of which is hereto attached and made a part hereof for the performance of City of Greeley Project,

**NON-POTABLE IRRIGATION PUMP STATIONS – RFP# F22-01-007**

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said Contract Agreement during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without Notice to the Surety and during the life of the guaranty period, and if he shall satisfy all claims and demands incurred under such Contract Agreement, and shall fully indemnify and save harmless the Owner from all cost and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, and then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument is executed this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_.

PROVIDED, FURTHER, that no final settlement between the Owner and Contractor shall abridge the right of any beneficiary hereunder, whose claims may be unsatisfied.

IN PRESENCE OF:

PRINCIPAL

\_\_\_\_\_ By: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Corporate Seal)

\_\_\_\_\_  
(Address)

IN PRESENCE OF:

OTHER PARTNERS

\_\_\_\_\_ By: \_\_\_\_\_

\_\_\_\_\_ By: \_\_\_\_\_

By:

**SECTION 00330**

PAYMENT BOND

Bond No. \_\_\_\_\_

KNOWN ALL MEN BY THESE PRESENT: that  
(Firm) \_\_\_\_\_

(Address) \_\_\_\_\_  
(an Individual), (a Partnership), (a Corporation), hereinafter referred to as "the Principal", and  
(Firm) \_\_\_\_\_

(Address) \_\_\_\_\_

hereinafter referred to as "the Surety", are held and firmly bound unto the CITY OF GREELEY, 1000  
10th Street, Greeley, Co. 80631, a Municipal Corporation, hereinafter referred to as "the Owner", in  
the penal sum of

\_\_\_\_\_ in lawful  
money of the United States, for the payment of which sum well and truly to be made, we bind  
ourselves, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION are such that whereas the Principal entered into a certain  
Contract Agreement with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, a copy  
of which is hereto attached and made a part hereof for the performance of

**PROJECT NAME - BID #**

NOW, THEREFORE, if the Principal shall make payment to all persons, firms, subcontractors and  
corporations furnishing materials for or performing labor in the prosecution of the work provided for  
in such Contract Agreement, and any equipment and tools, consumed, rented or used in connection  
with the construction of such work and all insurance premiums on said work, and for all labor,  
performed in such work whether by subcontractor or otherwise, then this obligation shall be void;  
otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no  
change, extension of time, alteration or addition to the terms of the Contract Agreement or to the  
work to be performed thereunder or the specifications accompanying the same shall in any way  
affect its obligation on this bond; and it does hereby waive notice of any such change, extension of  
time, alteration or addition to the terms of the Contract Agreement or to the work or to the  
specifications.

IN WITNESS WHEREOF, this instrument is executed this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_.

PROVIDED, FURTHER, that no final settlement between the Owner and Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN PRESENCE OF:

PRINCIPAL

\_\_\_\_\_ By: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Corporate Seal)

\_\_\_\_\_  
(Address)

IN PRESENCE OF:

OTHER PARTNERS

\_\_\_\_\_ By: \_\_\_\_\_

\_\_\_\_\_ By: \_\_\_\_\_

By: \_\_\_\_\_

Attachment F  
**Fee and Rate Proposal Form**  
(Incorporated by Reference)

## Attachment G

### Statement of Qualifications Checklist

Proposer shall submit the Statement of Qualifications checklist provided as Appendix G to verify that the proposer meets all project minimum requirements as specified by the Owner. The list is established as the minimum requirements to prequalify for the project and the proposer must represent that all minimum requirements have been met to prequalify for the project. The minimum requirements will not be verified until the RFP has been submitted. If it is found during the RFP process that the proposer does not in fact meet all of the minimum requirements the proposer will be removed from the qualified CMAR Contractor list.

#### **Minimum Qualification Requirements**

- The Proposer has experience with CMAR or design build projects that the CMAR Contractor performed at least two projects in the last five years meeting these requirements.
- The Proposer Project Key Personnel has constructed at least two projects in the last five years with at least \$2,000,000 dollars in contract amount of similar scope of vertical turbine pump station projects.

All relevant Projects must include proposed Key Personal proposed on this project.

- Project Managers and the Field Superintendent proposed for the project must demonstrate 10 years of applicable experience.
- The Proposer has the bonding capacity to add a minimum of \$3,000,000 bond value to existing bond commitments.
- The Proposer must not be subject to a material adverse condition, such as pending litigation, insufficient liquidity, weak operating net income or cash flow, or excessive leverage, that gives rise to reasonable doubt concerning its ability to continue to operate as an ongoing concern.
- The Proposer must have not been debarred within the past 10 years, or currently under consideration for debarment, on public contracts by Federal, State, County, Municipal or any other department or agency.
- The Proposer must hold an office within 100 mile radius of the project site in which the Project Manager and Field Superintendent will reside for the duration of the project. The City prefers local participation from all team members during both phases of project.
- By signing below I am certifying that the following requirements have been met. I understand that during the review of the RFP that if any of the following requirements have not been met that I will be removed from the qualified CMAR Contractor list.

\_\_\_\_\_  
Original Signature by Authorized Officer/Agent

\_\_\_\_\_  
Type or printed name of person signing

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

Attachment H  
**Key Personnel/Relevant Projects**  
(Incorporated by Reference)

## **COOPERATIVE PURCHASING STATEMENT**

The City of Greeley encourages and participates in cooperative purchasing endeavors undertaken by or on behalf of other governmental jurisdictions. To the extent, other governmental jurisdictions are legally able to participate in cooperative purchasing endeavors; the City of Greeley supports such cooperative activities. Further, it is a specific requirement of this proposal or Request for Proposal that pricing offered herein to the City of Greeley may be offered by the vendor to any other governmental jurisdiction purchasing the same products. The vendor(s) must deal directly with any governmental agency concerning the placement of purchase orders, contractual disputes, invoicing, and payment. The City of Greeley shall not be liable for any costs or damages incurred by any other entity.