



**ROCKY MOUNTAIN  
COMMUNITY LAND TRUST**



RMCLT & PIH ARE COMMITTED PARTNERS IN THE COMMUNITY'S EFFORT TO ENSURE QUALITY AFFORDABLE HOUSING

# **REQUEST FOR PROPOSALS (RFP) FOR THE CONSTRUCTION OF TRAILSIDE MANOR APARTMENTS IN THE CITY OF FOUNTAIN, COLORADO**



**SEALED BIDS DEADLINE  
FRIDAY, AUGUST 24, 2018 AT 12:00PM**

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**BID FOR UNIT PRICE CONTRACTS (Bid-1 - Construction Only)**

Place: \_\_\_\_\_ Date: \_\_\_\_\_

Project Name: \_\_\_\_\_ Project No.: \_\_\_\_\_

Proposal of \_\_\_\_\_ (hereinafter called Bidder), a corporation organized under the laws of the State of \_\_\_\_\_ /a partnership/an individual doing business as \_\_\_\_\_ (strike out inapplicable references).

To the \_\_\_\_\_ (hereinafter called Owner).

Gentlemen:

The Bidder, in compliance with your invitation for bids for the construction of a  
Trailside Manor Affordable Housing Project

\_\_\_\_\_

having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies; and to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within consecutive calendar days thereafter is stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum of \$100.00 for each consecutive calendar day – refer to the terms as outlined in the attached construction contract section number 35.

Bidder acknowledges receipt of the following addenda:

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

**BID FOR UNIT PRICE (continued)**

Bidder agrees to perform all the \_\_\_\_\_ work described in the specifications and shown on the plans, for the following unit prices:

Item #	Est. Qty.	Description	Unit Price (Each)	Total Price
1.	_____	_____	(\$ _____ )	(\$ _____ )
2.	_____	_____	(\$ _____ )	(\$ _____ )
3.	_____	_____	(\$ _____ )	(\$ _____ )
4.	_____	_____	(\$ _____ )	(\$ _____ )
5.	_____	_____	(\$ _____ )	(\$ _____ )
6.	_____	_____	(\$ _____ )	(\$ _____ )

TOTAL OF BID \$ \_\_\_\_\_

Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receiving bids.

Upon receipt of Owner's written acceptance of this bid, Bidder will execute the formal contract attached within ten (10) days and deliver a Surety Bond or Bonds as required by the GENERAL CONDITIONS.

The bid security attached in the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Respectively submitted,

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

(SEAL - If bid is by a corporation)

Title \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

## BID FOR LUMP SUM CONTRACTS (Bid-2 - Interior Material/Supplies Only)

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Place: \_\_\_\_\_ Date: \_\_\_\_\_

Project Name: \_\_\_\_\_ Project No.: \_\_\_\_\_

Proposal of \_\_\_\_\_ (hereinafter called Bidder), a corporation

Organized under the laws of the State of \_\_\_\_\_ /a partnership/an individual doing business  
as \_\_\_\_\_ (strike out inapplicable references).

To the \_\_\_\_\_ (hereinafter called Owner).

Gentlemen:

The Bidder, in compliance with the invitation for bids for the interior material/supplies for **Trailside Manor Affordable Housing Project** having examined the supply/inventory list and specifications for the proposed project hereby agrees to furnish materials/supplies and delivery labor in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing of the contract terms of which this proposal is a part.

Bidder hereby agrees to a delivery schedule under this contract on or before a date to be specified in a written "Notice to Proceed" of the Owner. Bidder further agrees to pay as liquidated damages for missed deliveries, the sum of \$100.00 for each consecutive calendar day – refer to the terms as outlined in the attached construction contract section number 35.

Bidder acknowledges receipt of the following addenda:

### Interior Material/Supply List

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

BASE PROPOSAL: Bidder agrees to provide all of the material/supplies per the specifications for the sum of (\$ \_\_\_\_\_). (Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

### ALTERNATIVE PROPOSALS:

Alternative No. 1: \_\_\_\_\_

Deduct the sum of \_\_\_\_\_ (\$ \_\_\_\_\_)

Alternative No. 2: \_\_\_\_\_

Deduct the sum of \_\_\_\_\_ (\$ \_\_\_\_\_)

**5% BID BOND CERTIFIED CHECK STATEMENT**

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KNOW ALL PEOPLE BY THESE PRESENT, that we, the undersigned \_\_\_\_\_ as Principal, and \_\_\_\_\_ as Surety, are hereby held and firmly bound unto \_\_\_\_\_ as Owner in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns. Signed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

The condition of the above obligation is such that whereas the Principal has submitted to \_\_\_\_\_ a certain bid attached hereto and hereby made a part hereof to enter into a contract in writing, for the

NOW THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid, that this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS THEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these present to be signed by their proper officers, the day and year first set forth above.

\_\_\_\_\_  
Principal (L.S.)

(SEAL)

\_\_\_\_\_  
Surety

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

## PERFORMANCE AND PAYMENT BONDING REQUIREMENTS

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Colorado Department of Local Affairs regulations require a Grantee and/or its contractor (or subcontractors) performing the work to secure the following:

**PAYMENT BOND.** A "payment bond" is one executed in connection with a contractor to assure payment, as required by law, of all persons supplying labor and material in the execution of the work provided for in the contract. A Payment Bond is required on the part of the contractor for one-hundred percent (100%) of the contract price. The bond shall be obtained from a company holding a certificate of authority as an acceptable surety. A certified or cashier's check or a bank money order may be accepted in lieu of a bond.

**PERFORMANCE BOND.** A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. A Performance Bond is required on the part of the contractor for one-hundred percent (100%) of the contract price. The bond shall be obtained from a company holding a certificate of authority as an acceptable surety. A certified or cashier's check or a bank money order may be accepted in lieu of a bond.

**WAIVER OPTION.** If the total cost of the Project is less than \$50,000.00, Grantee may submit a written request to the State requesting waiver of these bond requirements in exchange for an irrevocable letter of credit.

**PERFORMANCE BOND (continued)**

KNOW ALL PEOPLE BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Contractor or Company)

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

a \_\_\_\_\_ hereinafter called Principal, and \_\_\_\_\_  
(Corporation/Partnership) (Name of Surety Company)

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

hereinafter called SURETY, are held and firmly bound unto

\_\_\_\_\_  
(Name of Recipient)

\_\_\_\_\_  
(Recipient's Address)

hereinafter called OWNER, in the penal sum of \$ \_\_\_\_\_ Dollars 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 in these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER dated the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_, a copy of which is hereto attached and made a part hereof for the construction of:

PROJECT NAME: \_\_\_\_\_

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties in all the undertakings, covenants, terms, conditions, and agreements of said contract 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 one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs 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, 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 or to 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 or to the WORK or to the SPECIFICATIONS.

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

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.



**PERFORMANCE BOND (continued)**

ATTEST:

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Principal Secretary

By \_\_\_\_\_

(SEAL)

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Witness as to Surety

By \_\_\_\_\_  
Attorney in Fact

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

**NOTE:** Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

**IMPORTANT:** Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

**PAYMENT BOND** (continued)

KNOW ALL PEOPLE BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Contractor or Company)

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

a \_\_\_\_\_ hereinafter called Principal, and \_\_\_\_\_  
(Corporation/Partnership) (Name of Surety Company)

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

hereinafter called SURETY, are held and firmly bound unto

\_\_\_\_\_  
(Name of Recipient)

\_\_\_\_\_  
(Recipient's Address)

hereinafter called OWNER, in the penal sum of \$ \_\_\_\_\_ Dollars 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 in these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER dated the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, a copy of which is hereto attached and made a part hereof for the construction of:

PROJECT NAME:

NOW THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUB-CONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such Contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK whether by SUB-CONTRACTOR 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 or to 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 or to the WORK or to the SPECIFICATIONS.

**PAYMENT BOND** (continued)

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

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_ .

ATTEST:

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Principal Secretary

By \_\_\_\_\_

(SEAL)

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Witness as to Surety

By \_\_\_\_\_  
Attorney in Fact

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

**NOTE:** Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

**IMPORTANT:** Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.