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Request for Bids City of Commerce City, Colorado Department of Public Works

Project: Municipal Service Center (MSC) & Eagle Pointe Recreation Center Electric Vehicle Charging Stations Project No.: 2023-19-PW Bid Submission Date: June 1, 2023

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ADVERTISEMENT AND REQUEST FOR BIDS

The City of Commerce City is seeking a qualified contractor to construct multiple Level II, Dual Port, Electric Vehicle (EV) Charging Stations for three separate locations within the City: one (1) EV Station at the Municipal Service Center (MSC), two (2) EV Stations at the Eagle Pointe Recreation Center, and two (2) EV Stations at the Commerce City Civic Center. These locations are all under one project titled, **Municipal Service Center (MSC) & Eagle Pointe Recreation Center Electric Vehicle Charging Stations**, Project No. **2023-19-PW**. All Work must be completed within **75 days (2.5 months)** of the issuance of a Notice to Proceed.

All bids will be received via “The Rocky Mountain E-Purchasing System” website (<http://www.rockymountainbidsystem.com>) **until 12 p.m. MST, Thursday, June 01, 2023**, at which time bids will be publicly opened and read. Bidders are invited, but are not required, to attend the bid opening.

A **mandatory** pre-bid meeting and site visits will begin at **1 p.m. MST, Thursday, May 18, 2023**, at **8602 Rosemary St., Commerce City, CO 80022**. We will then proceed to Eagle Pointe Recreation Center, 6060 Parkway Dr., estimated time of arrival 2 p.m. MST. The final destination for this pre-bid meeting will be held at the Civic Center, 7887 E. 60th Ave. with an estimated time of arrival at 3 p.m. MST. Bidders not represented at these site visits will not be allowed to submit bids.

Questions or comments regarding this RFB must be received by email no later than **5:00 p.m. MST on Thursday, May 25, 2023**, by **Mark Wallis** at mwallis@c3gov.com.

A copy of the Request for Bids and any related materials may be obtained from the City’s website (<https://www.c3gov.com/doing-business/bid-postings>) or the Rocky Mountain E-Purchasing System (<http://www.rockymountainbidsystem.com>).

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Project Scope of Work:

Through this Request for Bid (RFB), the City of Commerce City is actively seeking bids from qualified professionals to purchase and install Level II, Dual Port Electric Vehicle (EV) Charging Stations to serve electric vehicles at the Municipal Service Center (MSC), Eagle Pointe Recreation Center, and Civic Center. This solicitation will provide EV charging locations to support the public and employees who frequent these facilities daily. In addition, these sites will expand Colorado's EV charging infrastructure allowing electric vehicles to proliferate. This is a competitive bid process. Bids will be screened and rated by our Capital Improvement Projects (CIP) Review Team. The City is anticipating to complete construction at the MSC by the end of 2023 and will utilize the remaining funds to prepare or complete construction of the sites at Eagle Pointe Recreation Center and the Civic Center.

Commerce City will utilize two sources of funding for this project awarded through this RFB:

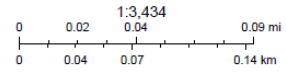
- 1) The City was awarded grant funding from Charge Ahead Colorado, as a result of the competitive Electric Vehicle Supply Equipment (EVSE) Incentives Request for Applications (RFA); and
- 2) 2023 City of Commerce City's Adopted Annual Budget

Please bid this project accordingly, the base bid will be for the Municipal Service Center (MSC) and the other two sites shall be separate add alternates for Eagle Pointe Recreation Center and the Civic Center. All sites shall be lump sum bids, excluding any sales tax or shipping costs incurred with these projects. Sales tax and shipping costs are ineligible costs per our awarded grant documentation and must be itemized. The figures on the following pages depict all project locations showing where the Level II, Dual Port EV Charging Stations are planned for installation.

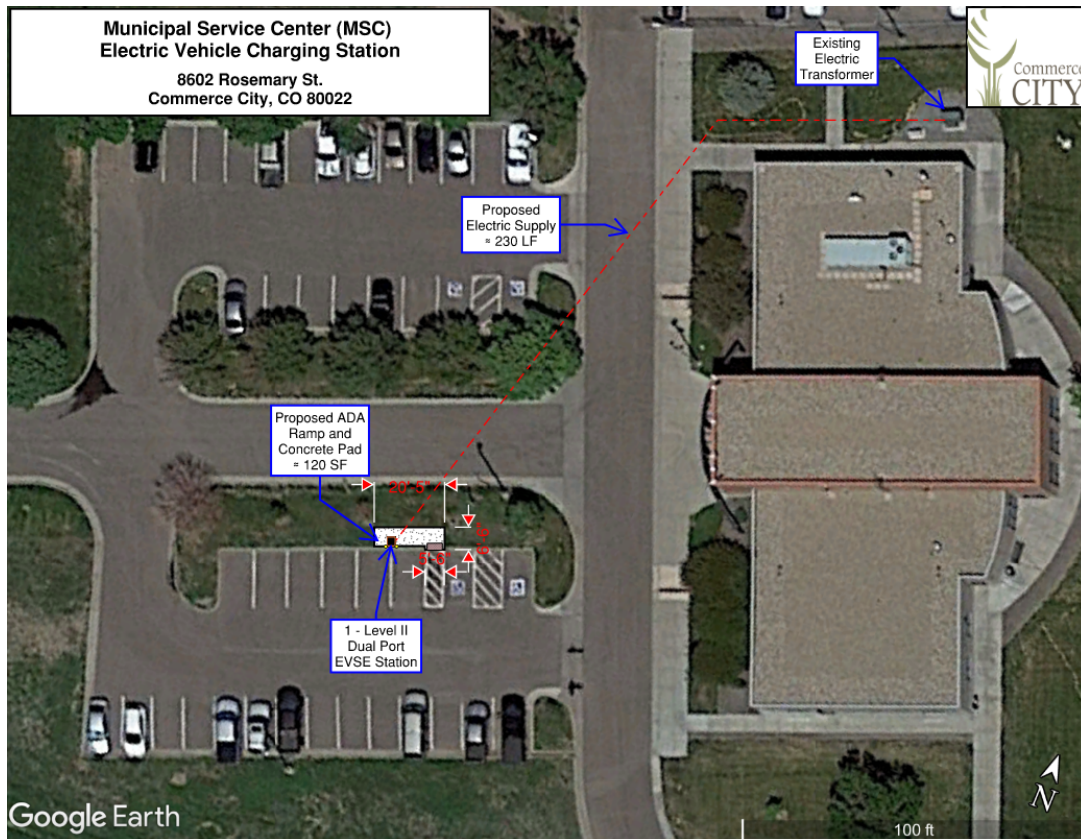
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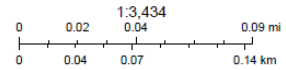
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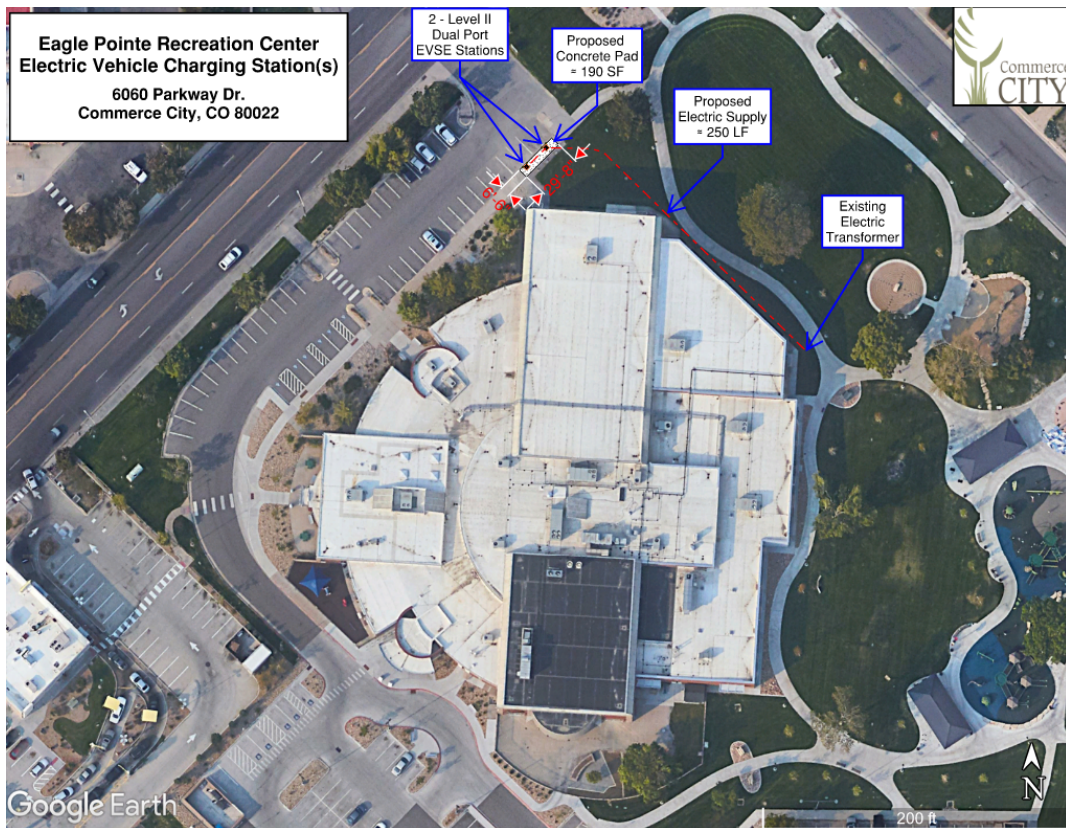
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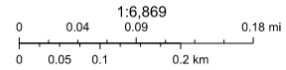
Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community, Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, © OpenStreetMap



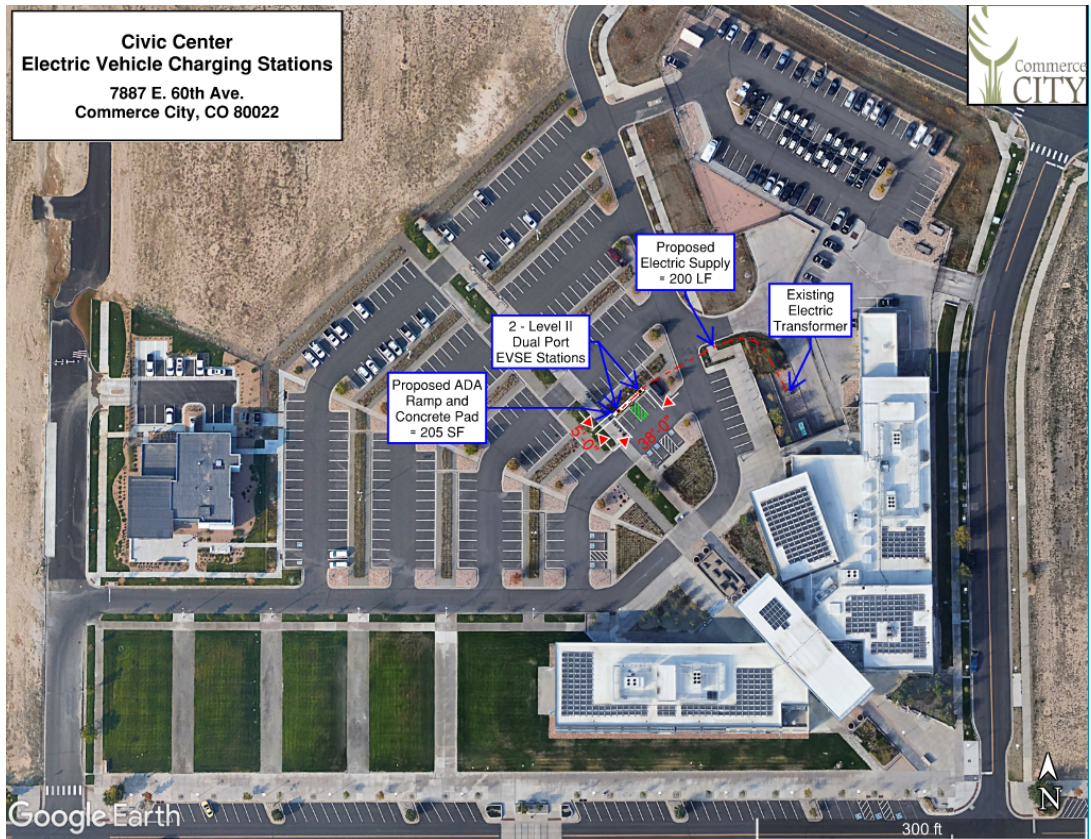
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4/4/2023



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community, Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, © OpenStreetMap



City of Commerce City
 Request for Bids
 Municipal Service Center (MSC) & Eagle Pointe Recreation Center
 Electric Vehicle Charging Stations, Project No. 2023-19-PW

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Designated Contact for this RFB:

Mark Wallis
Project Manager – Public Works
City of Commerce City
Phone: (303) 289-8157
Email: mwallis@c3gov.com

Submitting Questions:

It is the responsibility of all Bidders and other interested parties to examine the entire RFB and to seek clarification, in writing, if they do not understand any information or instructions as provided. Questions regarding this RFB must be submitted by email to the Designated Contact Person listed in this RFB. Please include the subject line of your email as: “2023-19-PW RFB Questions”. The deadline to submit questions is **May 25th, 2023 at 5:00 p.m. MST**. Responses to questions will be posted by **4 p.m. MST on May 26th, 2023** as an amendment to this RFB at “The Rocky Mountain E-Purchasing System” website <http://www.rockymountainbidsystem.com>. It is the responsibility of all interested parties to check this website periodically to obtain clarifications through amendment(s).

Bid Requirements:

- All Bid Forms and Attachments to this RFB completely filled out as applicable,
- Any supporting documentation per project location to include site photographs,
- Bona fide price quotes from at least one vendor for each of the following project elements per site:
 - 1) Charging equipment and construction specification sheets,
 - 2) Installation and commissioning of charging equipment,
 - 3) Electrical service upgrades and/or circuits,
 - 4) Networking (e.g., software, commissioning, and subscriptions) (where applicable),
 - 5) Mounting hardware (e.g., pedestals) and bollards (where applicable), and
 - 6) Excavation, Construction, Paving, Striping (where applicable).

Note: The City currently has two Level II, Dual Port, EV Chargers manufactured by ChargePoint. Please include advantages and disadvantages of utilizing equipment supplied by the same or another manufacturer in your bid package to incorporate equipment warranty comparison, periodic maintenance intervals, and regular reporting of usage requirements to the Regional Air Quality Council (RAQC) and the Colorado Energy Office (CEO).

The full bid package must be submitted to “The Rocky Mountain E-Purchasing System” website (<http://www.rockymountainbidsystem.com>) by **12 p.m. MST, Thursday, June 01, 2023**.

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Awarded installations must be completed no later than four (4) months after the date of the Award Notification Letter. Failure to have installations complete and operating by this deadline will result in forfeiture of the grant award.

Bid Submittal Deadline:

Bids must be received by the due date and time specified in the Bid Requirements. Any bid received after the deadline will not be considered. Bids must be complete when submitted; changes or additions will not be accepted after the specified due date and time. Each bidder is responsible for ensuring timely receipt of their bid. Bids must be submitted to “The Rocky Mountain E-Purchasing System” website (<http://www.rockymountainbidsystem.com>).

Types of Chargers:

Must be new and unused (not refurbished/remanufactured) **ENERGYSTAR®** certified Level II EV Chargers with a minimum capacity of 240V/32A. Chargers must be marketed for commercial (not for home) applications. Level III DC Fast Chargers and Level I chargers are not eligible.

Charger Configuration Requirements:

Bids must propose two (2) plugs at the MSC and four (4) plugs each for Eagle Pointe Recreation Center and the Civic Center. Chargers must be networked and each individual charger shall be equipped with dual plugs. The chargers must be configured as follows:

- 1) Hard-wired Level 2 EV 208/240-volt charger(s) with a cord connector that meets the SAE J1772™ standard;
- 2) Minimum charging cable length of 18 feet;
- 3) Able to charge EV’s produced by multiple vehicle manufacturers;
- 4) Each charging port must have a dedicated parking space for EV charging only;
- 5) Certified by the Underwriters Laboratories, Inc. (UL), ETL Listed, or equivalent safety standard and must have a minimum one-year warranty period;
- 6) Complies with all 2020 National Electrical Code and the 2018 International Building Code (IBC).
 - The 2021 Commerce City Building Code is currently in development and will not apply to these projects

Installation:

The Awardee is responsible for achieving a completed, fully operational installation at each EV Charging Site, in accordance with the terms of this RFB, the bidder’s completed documentation, the Project Award Notification Letter, and incorporated Terms and Conditions. The Awardee shall complete the following primary tasks which include, but are not limited to:

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- 1) Obtaining any required local government, utility and/or electrical permits and approvals for installation and operation of the EV charger;
- 2) Ensuring that all installation work as it pertains to site preparation, curbing, pavement, striping, signage, charging equipment, landscaping, billing, networking systems, and electrical interconnections is installed:
 - a. consistent with the manufacturers' specifications,
 - b. consistent with City requirements and expectations,
 - c. in accordance with all applicable federal, state and local permitting, zoning and code requirements. Certification that all requirements have been met is required from the installing electrician, and
 - d. units are completely operational and working as intended.

Installations must be completed no later than four (4) months after the Award Notification Letter has been received and accepted by the Awardee.

Charge Ahead Grant Description and Eligible Costs:

Charge Ahead Colorado, administered in partnership between the Regional Air Quality Council (RAQC) and the Colorado Energy Office (CEO), provides grants for electric vehicle (EV) charging stations. In partnership, they're encouraging the installation of EV charging stations as they reduce greenhouse gas emissions, promote energy security through the reliance of domestic electricity, and are driving an innovative market for new technology. The City of Commerce City was awarded grant funding as a result of the competitive Electric Vehicle Supply Equipment (EVSE) Incentives Request for Applications (RFA) effective 6/22/2022 with an expiration date of 9/30/2023.

- Level II, Dual Port EVSE @ 8602 Rosemary St. (MSC): CEO will pay the Grantee (City of Commerce City) the lesser of \$9,000.00 or up to 80% of allowable project costs for the EVSE installation at this site.

Charge Ahead Eligible Costs for City Reimbursement:

Eligible costs are limited to the following:

- Charging station and related equipment
- Construction materials
- Permits
- Construction labor costs associated with the equipment purchase and installation of Level II Charging Stations
- Utility and electric upgrades such as new transformers, or upgrades to transformers, breaker boxes, and electrical panels

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- Signage
- Networking/subscription fees and activation fees

Ineligible costs include:

- Sales tax
- Shipping

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INSTRUCTIONS TO BIDDERS

All Bidders submitting Bids in response to this Request for Bids (including its attachments and any Addenda) (“RFB”) shall follow these instructions. Failure to follow these instructions may result in the rejection of a Bid. Capitalized terms not defined in these instructions have the meaning assigned to them in the General Conditions.

1. Review of Contract Documents, Questions, Addenda, Mandatory Pre-Bid Meeting and Site Visit.

- a. A mandatory pre-Bid meeting and site visit will be held at the date, time, and location identified in the RFB. Bidders not represented at this site visit will not be allowed to submit bids.
- b. Questions or comments regarding this RFB must be received in writing by the date and time and to the recipient identified in the RFB. Responses to questions will be posted on the Rocky Mountain E-Purchasing System (“RMEPS”) as Addenda to the RFB.
- c. Modifications to this RFB shall be made solely through Addenda posted on the RMEPS. Bidders are solely responsible for obtaining Addenda. The City will not be bound by or responsible for any explanations or interpretations of the Contract Documents other than those given through an Addendum to this RFB.
- d. Before submitting a Bid, each Bidder must carefully examine the RFB (including any Addenda), all Contract Documents (including the RFB and any Addenda), and the site of Work and fully acquaint itself with all conditions and any matters that could in any way impact the Work (including the cost of performance). Each Bidder must satisfy itself as to the accuracy of the estimated quantities in the Contract Documents. If there is any conflict or inconsistency between or within the Contract Documents, Bidders shall advise the City at least forty-eight (48) hours before the deadline for the submission of Bids identified in the RFB. The failure or omission of any Bidder to do any of the foregoing shall in no way relieve the Bidder from any obligation with respect to its Bid or any provisions of the Contract Documents. After the submission of a Bid, Bidders shall not assert any misunderstanding concerning the quantities or nature of Work to be performed.

2. Bid Forms.

- a. Bids shall include a one-page preliminary schedule showing the overall project’s duration, key activities, and dates. Bids shall be submitted on the following forms (“Bid Forms”) provided in the RFB:
 - 1) BID PROPOSAL;
 - 2) UNIT PRICE FORM;
 - 3) LISTING OF MAJOR SUPPLIERS AND SUBCONTRACTORS; and
 - 4) BID SECURITY.

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- b. Each Bidder is solely responsible for the accuracy of its Bid.
- c. Alternative, conditional, or qualified Bids will not be considered.
- d. Each Bidder is required to state in its Bid its full name, legal office address and mailing address (if different), and e-mail address to receive communications relating to this RFB, and shall state the names of all persons interested with it in the Bid, and if no other person be so interested, the Bidder shall distinctly state the fact.
- e. If Bidder is an individual, he or she must sign in his or her individual capacity. Bids by partnerships shall be signed with the partnership name followed by the signature and title of one partner or authorized representative. Bids by corporations shall be signed with the name of the corporation followed by the signature and title of the president or other person authorized to bind the corporation. Bids by limited liability companies shall be signed by the manager or member authorized to bind the entity or other authorized representative. Bids by joint ventures shall be signed by each participant or its authorized representative. If an authorized representative signs any Bid Form for a Bidder, a copy of a resolution or other signature authorization shall be required for submission of the Bid. Failure to include a copy of the appropriate signature authorization, if required, may result in the rejection of the Bid.
- f. Bidders shall fully complete all Bid Forms (including all blank spaces and additive Bid items) by legibly printing the entire prices for the Work. Prices and the name of signatory shall be printed in ink or by typewriter. All signature(s) shall be in **blue** ink. Bids completed in pencil may be rejected.
- g. Bidders shall acknowledge receipt of all Addenda. Failure to acknowledge receipt of all Addenda may result in the rejection of a Bid.
- h. Bids shall be made on each separate item of work shown in the Bid Forms, with reasonable relation to the probable cost of doing the work included in such item. The unit price items in the Bid Forms are intended to cover all items of work to be done and materials to be furnished to fully complete the Work in accordance with the Contract Documents. The cost of appurtenant items of work, labor, materials and equipment, and all other costs (including without limitation sales and use tax, insurance, licenses, permits, profit, and other overhead) not listed separately, not shown on the Plans and Specifications, or not specified but necessary to complete the Work in accordance with the Contract Documents shall be considered as included in the unit price Bid.
- i. The quantities listed in the Bid Forms are approximate and are given only for use in comparing Bids and to indicate approximately the total amount of the Contract. The City does not expressly or by implication represent that the actual amounts of Work will correspond with the estimated quantities. Work under certain items may be materially greater or less than those estimated in the Bid Forms as may be necessary, in the judgment of the City, to complete the Project.

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- j. Wherever additive Bid items are called for, Bidders shall submit the amount to be added to the total Bid amount if the alternate is selected. If a Bidder does not wish to provide a Bid for an alternate item, Bidder should write “NO BID.” Additive Bid items, if any, will be selected by the City at the time of award. The City reserves the right to accept additive Bid items in any order or combination.
- k. Unit prices and extensions, written as numbers, shall be entered in the spaces provided on the Bid Forms on the line pertaining to each Bid item. The unit price shall govern if there is an error or discrepancy in the extension of the price or in the total Bid amount.
- l. Alterations, interlineations, erasures, strikethroughs, and other marks on any Bid Form will be disregarded unless initialed in **blue** ink by the person signing the Bid.
- m. Bidders shall list on the Bid Form “Listing of Major Suppliers and Subcontractors” any proposed subcontractor or supplier (other than employees) that the Bidder plans to hire to perform more than five percent (5%) the total Bid.
- n. The materials, products, equipment or processes described in the Contract Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. The materials, products, equipment or process specified shall be considered as the basis for the Bid. Substitutions in Bids shall not be considered unless approved prior to the receipt of Bids through an Addendum; failure to obtain advance approval for substitutions may result in the rejection of a Bid. Each request for a substitution shall include: the name of the item for which it is to be substituted; a complete description of the proposed substitute (including trade names, drawings, specifications, cuts, performance and test data and any other information necessary for evaluation); and a statement setting forth any changes in other materials, equipment or Work that incorporation of the substitute would require. The burden of proof concerning the merit of the proposed substitute is upon the selected contractor. The City’s decision of approval or disapproval of a proposed substitute shall be final.

3. Bid Security.

- a. Each Bid must be accompanied by a bid security of five percent (5%) of the total Bid (including all alternate bids, if any), in the form of a bid bond in the form provided with this RFB or a certified check or cashier’s check payable without condition to the City of Commerce City (“Bid Security”). The City may accept a bid bond written on the standard form of a recognized surety that includes the same terms and provides the same guaranty to the City and imposes no additional terms or conditions.
- b. Bid bonds shall be issued by a surety holding a license to act as a surety in the State of Colorado and having a rating not lower than A- in Best’s Insurance Guide, latest edition.
- c. Attorneys-in-fact who sign bid bonds must file with each bond a certified and effectively dated copy of their power of attorney.

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- d. The Bid Security will be forfeited to the City as liquidated damages if the selected Bidder fails to enter a contract with the City or fails to sign the Notice of Intent to Award as provided in this RFB. The Bid Security of any Bidder involved in collusion or other illegal activities may be retained by the City as liquidated damages for the disruption of the bidding process. Bidders agree that the amount of the Bid Security is a reasonable estimate of damages and proportionate to the City's anticipated loss or injury.
- e. The City will return the Bid Security to all Bidders except the three (3) lowest Bidders (based on the total Bid amount including any additive Bid items selected by the City) after Bid opening. The City will return the Bid Security to all remaining Bidders after the execution of the Construction Contract Agreement and delivery of acceptable payment and performance bonds and a proposed Construction Schedule by the selected Bidder, except for any Bid Security that has been forfeited.

4. Bid Submission, Withdrawal, and Modification.

- a. Bids must be received by the City no later than the date and time and at the location stated in the RFB for the submission of Bids. It is the sole responsibility of each Bidder to ensure its Bid is received by the City at the proper location, date, and time. Bids not received at the proper location by the designated date and time will be considered late and will be returned unopened.
- b. Bids may be submitted to "The Rocky Mountain E-Purchasing System" website (<http://www.rockymountainbidsystem.com>).
 - a. Bids shall not be submitted via facsimile or e-mail.
 - b. Bids shall consist solely of the Bid Forms, the Bid Security, and a one-page preliminary schedule including the overall duration, key activities, and dates.
 - c. No individual or entity shall make or file more than one Bid for the same Work unless alternate bids are required. Bids shall be made without connection with any other person or entity submitting a Bid for the Work, shall be fair in all respects, and shall be made without collusion or fraud. Notwithstanding the foregoing, a person or entity that has quoted prices to any Bidder is not disqualified from quoting prices to other Bidders or from submitting a Bid.
 - d. Bids cannot be altered after submission.
 - e. A Bidder may withdraw its Bid only by notarized written request signed by the same person who signed the Bid. A request to withdraw a Bid must be received by the City prior to the date and time stated in the RFB for the submission of Bids. E-mail, faxed, or oral requests for withdrawal will not be considered.
 - f. All Bids are valid and, after the date and time stated in the RFB for the submission of Bids, cannot be withdrawn until the earlier of ninety (90) days after the bid opening or the date of execution of the Construction Contract Agreement and

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delivery of acceptable payment and performance bonds and a proposed Construction Schedule by the selected Bidder.

- g. Neither the City, nor any of its officers, employees, or agents, will be liable for the premature opening of, or any failure to open, any Bid that is not properly addressed or identified.

5. Bid Opening.

- a. The City will conduct a public bid opening at the date, time, and location identified in the RFB. Bids will be opened and read aloud but no selection or discussion will occur.

6. Contract Award.

- a. The City will select the lowest responsive and responsible Bidder, as determined to be the best value by the City in its sole discretion. The City's determination of responsibility may include, without limitation, the Bidder's financial resources, ability to comply with all legal and regulatory requirements, ability to perform the Work and complete the Project on time, history of performance, reputation, ability to obtain necessary equipment, data, and facilities, and any other factor deemed important by the City.
- b. Responsible Bidder's need to show and provide a minimum of three projects similar in nature to scope and size of contract as their bid. References and contract information for past projects need to be submitted with the bid. Attachment H of this Bid Packet includes a template for a list of references.
- c. The City has the discretion to award or not award the additive bid items. The City will award the bid to the lowest, responsible bidder based on the cumulative of the base bid and any add alternative(s) the City decides to award.
- d. The City's decision is final and without recourse to any Bidder. The issuance of a Notice of Intent to Award will be conditioned on approval of the Construction Contract Agreement by the City Council of the City of Commerce City if Contract Price is greater than \$250,000.00.
- e. If a Bid received from a Bidder located within the City ("Local Bidder") would provide the best value to the City but for the price and the Local Bidder's price does not exceed, by more than the lesser of five percent (5%) or \$5,000, the price of the Bidder whose Bid would otherwise provide the best value, the City may select the Local Bidder. At the time of award, the Local Bidder must be licensed with the City and must be in compliance with the City's sales and use tax code.
- f. The City may conduct any investigation it deems necessary to determine the responsibility of any Bidder, the ability of any Bidder to perform the Work, and the validity of the prices submitted by any Bidder. Bidders will furnish any information requested by the City for this purpose.

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- g. By e-mail to the address on the Bid Proposal, the City will issue a Notice of Intent to Award to the selected Bidder and provide a Construction Agreement Contract to the selected Bidder.
- h. **Within ten (10) business days of the Notice of Intent to Award, the selected Bidder must:** (1) execute the Construction Contract Agreement; (2) provide payment and performance bonds of 100% of the total Bid price on the forms provided in this RFB or other forms acceptable to the City; (3) provide proof of insurance; and (4) provide a proposed Completion Schedule as directed in the General Conditions.
- i. If the selected Bidder fails to execute the Construction Contract Agreement and provide payment and performance bonds and a proposed Construction Schedule, the City may select another Bidder, in the City's discretion.
- j. The Construction Contract Agreement will not be binding on the City until executed by the City.

7. Miscellaneous.

- a. This RFB and the Work shall be governed by C.R.S. 8-17-101 *et seq.* (relating to Colorado labor employed on public works)
- b. The City reserves the right to modify this RFB or the selection process, to cancel this RFB, to accept or reject any Bid for any reason (including without limitation Bidder responsibility and inadequate, unreasonable, or imbalanced Bids), and to waive any informalities or irregularities in any Bid, without liability, at any time. Neither the issuance of this RFB or the receipt and evaluation of Bids obligates the City to select any Bidder or enter into any agreement. No Bid shall constitute business terms of any eventual agreement except as expressly agreed by the City.
- c. All Bids shall become the property of the City, will not be returned, and will become a public record. The total cost of Bid preparation and submission shall be borne by the Bidder.
- d. Bidders should not include as a part of the response to the invitation to bid any information which the bidder believes to be a trade secret or other privileged or confidential data. If a Bidder wishes to include such material with a bid, then the material should be supplied in a separate envelope with "Confidential" marked on the envelope and the appropriate pages. The City will keep confidential only documents protected from disclosure under the Colorado Open Records Act ("Act") as determined by the City or any court. Under no circumstances may an entire Bid be marked or identified as proprietary. By submitting a Bid, each Bidder agrees to hold the City harmless from any claims arising from the release of proprietary information not clearly designated as such by the Bidder and from any claims arising from the release of documents not protected from disclosure under the Act.

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- e. Respondents are cautioned not to undertake any activities or actions to promote or advertise their Bids, other than discussions with City staff as described in this RFB. After the release of this RFB, Bidders are not permitted to make any direct or indirect contact with City personnel involved in this RFB, the City Council, or media on the subject of this RFB, except in the course of City-sponsored presentations or as authorized by this RFB. Violation of these rules is grounds for disqualification of the Bidder.
- f. The selected Contractor will be required to provide a warranty bond of 5% of the total Contract Price as a condition to Final Acceptance.
- g. The City does not discriminate on the basis of race, creed, color, religion, gender or sex, age, handicap, veteran status, national origin, or ancestry, in connection with this RFB.
- h. Unless specifically exempt, all construction within the City is taxable, including construction performed on behalf of an exempt institution or governmental, religious, charitable, private or any other type of owner, including the City.

BID FORMS

All Bids shall be submitted on the Bid Forms included in the RFB. All Bids shall be submitted in accordance with the Instructions to Bidders.

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BID PROPOSAL

Project: Municipal Service Center Electric Vehicle Charging Station

Project No.: 2023-19-PW

Bidder Legal Name: _____

Bidder Full Principal Address: _____

Bidder Phone Number: _____

Bidder E-Mail Address: _____

Proposal: The undersigned and above-named Bidder proposes to the City of Commerce City to enter a Construction Contract Agreement and to perform the Work to complete the Project in strict conformity with the Contract Documents for the unit prices listed in Unit Price Form(s) submitted with this Bid Proposal as payment in full. By submitting this Bid (consisting of the Bid Proposal, Unit Price Form, Listing of Major Suppliers and Subcontractors, Bid Security, and preliminary schedule), Bidder:

1. Certifies that it has examined the Request for Bids (including all Contract Documents and all Addenda) and is submitting the Bid in full compliance with the Contract Documents;
2. Certifies that the undersigned has checked carefully the figures and words in the Unit Price Form and understands that the City will not be responsible for any error or omissions on the part of the Bidder;
3. Certifies that this Bid is genuine, and not sham or collusive or made in the interest or behalf of any person not named in this Bid and that Bidder has not, directly or indirectly, induced, or solicited any other Bidder to submit a sham bid, or induced any other person, firm or corporation to refrain from bidding, and that Bidder has not in any manner sought by collusion to secure for itself any advantages over any other Bidder;
4. Agrees that this Bid shall be valid from the earlier of the date of opening to the date of an executed Construction Contract Agreement or ninety (90) calendar days after the date of bid opening;
5. Agrees to all terms and conditions of the Request for Bids and Contract Documents;
6. Agrees that the Contract Documents are not ambiguous or erroneous and are sufficient in scope and detail to indicate and convey understanding of all terms and requirements of the Work;
7. Waives all rights to claim extra payment or time extensions due to unexpected conditions that could have been determined by site inspection and review of the Contract Documents;
8. Is not relying on oral or written representations of the City except the RFB and any formal addenda to the RFB; and
9. Agrees that, if Bidder is selected to be awarded the Contract, Bidder will:
 - a. Execute an Construction Contract Agreement and, as provided in the Contract Documents, provide payment and performance bonds of 100% of the total Bid amount (including any accepted additive Bid items), proof of insurance, and a proposed Construction Schedule within ten (10) days of the issuance of a Notice of Intent to Award;
 - b. Forfeit the Bid Security submitted with this Bid to the City of Commerce City, as liquidated damages if Bidder fails to execute and deliver to the City the Construction Contract Agreement and payment and performance bonds of 100% of the total Bid amount (including any accepted additive Bid items) as provided in the Contract Documents, proof of insurance, and a proposed Construction Schedule as provided in the Contract Documents within ten (10) days of the issuance of a Notice of Intent to Award;

ATTACHMENT 7

- c. Commence Work within the time specified in the Notice to Proceed after the award date and complete the Work within the time specified in the Request for Bids;
- d. Accomplish the Work in accordance with the Contract Documents at the unit prices named in this Bid and within the time stated in the Contract Documents;
- e. Perform any increased or decreased quantities of Work at the unit prices stated in the Bid;
- f. Furnish all labor, machinery, equipment, materials, and supplies and pay all incidental costs necessary to accomplish the Work on the Project; and
- g. Perform all requirements stated in the Contract Documents.

Addenda: Bidder acknowledges receipt of the following Addenda:

Addendum No. _____ Addendum No. _____ Addendum No. _____ Addendum No. _____

Surety: The following surety company has indicated its willingness to bond Bidder for the Work.

Name: _____ Attorney-in-Fact: _____

Interested Principals: The only persons or entities interested as principals in this Bid other than the undersigned Bidder are listed below (if there are none, state such fact): _____.

Name: _____ Address: _____

Name: _____ Address: _____

Respectfully submitted,

Bidder Legal Name (SEAL)

Signature

Printed Name & Title

a/an corporation/limited liability company/partnership/individual organized under the laws of the State of _____ composed of the following members, managing members, officers, partners or owners:

President/CEO/COO of Corporation or Manager/Managing Member of LLC or Managing Partner of Partnership

Vice President/CFO/Managing Member/Member/Partner

Secretary/Managing Member/Member/Partner

Treasurer/Managing Member/Member/Partner

ATTACHMENT 7

UNIT PRICE FORM

Bidder Name: _____

Project: _____

Base Bid: Municipal Service Center (MSC)

CLIN	Item	Unit of Measure	Estimated Bid Qty.	UNIT PRICE BID	EXTENDED VALUE <i>(Unit price times Estimated Bid Qty)</i>
1	Dual Port Charging Station	EA	1		
2	Electric Service Panel	EA	1		
3	Electric Service Transformer	EA	1		
4	Electric Service Meter	EA	1		
5	Electric Service Disconnect	EA	1		
6	Electric Service Conduit / Wire	LF	230		
7	Electric Service Boring	LF	230		
8	Concrete Sidewalk and ADA Ramp Installation (Min. 4" Thick, Class B 4500 psi)	CY	1.5		
9	Curb & Gutter Removal	LF	18		
10	Curb & Gutter Installation	LF	18		
11	Full Depth Asphalt Saw-Cut & Removal (2' W x 18' L x 6" D)	CY	0.7		
12	Hot Mixed Asphalt Placement (Match Existing Depth) HMA (SX)(75)(PG58-28)	TONS	1.4		
13	Epoxy Painted Parking Stall Lettering (White) "ELECTRIC VEHICLE PARKING ONLY"/ Symbol (Green)	EA	2		
14	EV Parking Charge Station Sign Which Reads: "ELECTRIC CAR PARKING ONLY WHILE CHARGING"	EA	1		
15	Re-establish Landscaping	LS	1		
16	Equipment Protection Bollard	EA	2		
17	Engineering, Permit, Inspections	LS	1		
18	Time & Materials	LS	1		
TOTAL BASE BID <i>(Total of all Extended Values)</i>					

ATTACHMENT 7

UNIT PRICE FORM

Bidder Name: _____

Project: _____

Additive Bid Item #1: Eagle Pointe Recreation Center

CLIN	Item	Unit of Measure	Estimated Bid Qty.	UNIT PRICE BID	EXTENDED VALUE <i>(Unit price times Estimated Bid Qty)</i>
1	Dual Port Charging Station	EA	2		
2	Electric Service Panel	EA	1		
3	Electric Service Transformer	EA	1		
4	Electric Service Meter	EA	1		
5	Electric Service Disconnect	EA	1		
6	Electric Service Conduit / Wire	LF	250		
7	Electric Service Boring	LF	250		
8	Remove Existing Concrete Sidewalk	CY	2.4		
9	Concrete Sidewalk Installation (Min. 4" Thick, Class B 4500 psi)	CY	2.4		
10	Curb & Gutter Removal	LF	30		
11	Curb & Gutter Installation	LF	30		
12	Full Depth Asphalt Saw-Cut & Removal (2' W x 30' L x 6" D)	CY	1.1		
13	Hot Mixed Asphalt Placement (Match Existing Depth) HMA (SX)(75)(PG58-28)	TONS	2.3		
14	Epoxy Painted Parking Stall Lettering (White) "ELECTRIC VEHICLE PARKING ONLY" / Symbol (Green)	EA	4		
15	EV Parking Charge Station Sign Which Reads: "ELECTRIC CAR PARKING ONLY WHILE CHARGING"	EA	2		
16	Re-establish Landscaping	LS	1		
17	Equipment Protection Bollard	EA	4		
18	Engineering, Permit, Inspections	LS	1		
19	Time & Materials	LS	1		
TOTAL BASE BID <i>(Total of all Extended Values)</i>					

ATTACHMENT 7

UNIT PRICE FORM

Bidder Name: _____

Project: _____

Additive Bid Item #2: Civic Center

CLIN	Item	Unit of Measure	Estimated Bid Qty.	UNIT PRICE BID	EXTENDED VALUE <i>(Unit price times Estimated Bid Qty)</i>
1	Dual Port Charging Station	EA	2		
2	Electric Service Panel	EA	1		
3	Electric Service Transformer	EA	1		
4	Electric Service Meter	EA	1		
5	Electric Service Disconnect	EA	1		
6	Electric Service Conduit / Wire	LF	200		
7	Electric Service Boring	LF	200		
8	Concrete Sidewalk and ADA Ramp Installation (Min. 4" Thick, Class B 4500 psi)	CY	2.6		
9	Curb & Gutter Removal	LF	40		
10	Curb & Gutter Installation	LF	40		
11	Full Depth Asphalt Saw-Cut & Removal (2' W x 40' L x 6" D)	CY	1.5		
12	Hot Mixed Asphalt Placement (Match Existing Depth) HMA (SX)(75)(PG58-28)	TONS	3.1		
13	Epoxy Painted Parking Stall Lettering (White) "ELECTRIC VEHICLE PARKING ONLY"/ Symbol (Green)	EA	4		
14	EV Parking Charge Station Sign Which Reads: "ELECTRIC CAR PARKING ONLY WHILE CHARGING"	EA	2		
15	Re-establish Landscaping	LS	1		
16	Equipment Protection Bollard	EA	4		
17	Engineering, Permit, Inspections	LS	1		
18	Time & Materials	LS	1		
TOTAL BASE BID <i>(Total of all Extended Values)</i>					

ATTACHMENT 7

LISTING OF MAJOR SUPPLIERS AND SUBCONTRACTORS

If none, write none: _____

Proposed Subcontractor: _____

Item(s): _____

Address: _____

Percentage of Work: _____

Proposed Subcontractor: _____

Item(s): _____

Address: _____

Percentage of Work: _____

Proposed Subcontractor: _____

Item(s): _____

Address: _____

Percentage of Work: _____

Proposed Subcontractor: _____

Item(s): _____

Address: _____

Percentage of Work: _____

Bidder certifies that the names of the foregoing mentioned subcontractors or suppliers are submitted with full knowledge and consent of the respective parties. Additional sheets (with signatures) must be attached if additional space is needed.

Bidder: _____
(Name of Company)

By: _____
(Signature and Title)

Date: _____

ATTACHMENT 7

BID SECURITY

(DO NOT SUBMIT THIS FORM IF A CHECK IS SUBMITTED AS BID SECURITY)

Know all men by these presents, that _____, as principal, and _____, as Surety, are held and firmly bound unto the City of Commerce City, Colorado ("City"), in the penal sum of _____ dollars (\$ _____), lawful money of the United States of America, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, severally, firmly by these present.

The condition of this obligation is such that whereas, the principal has submitted the accompanying Bid dated _____ for the construction of (Project Name and Number) _____ in the City as set out in the accompanying Bid; and

Whereas, the City has required as a condition for receiving said Bid that the principal deposit with the City either a certified or cashier's check equal to five percent (5%) of the amount of the Bid, or in lieu thereof, furnish a Bid Bond for said amount. Conditioned that in the event of failure to execute the proposed Contract for such construction and to provide the required payment and performance bonds and a proposed Construction Schedule, if the Contract be awarded it, that said sum be paid immediately to the City as liquidated damages, not as a penalty, for the principal's failure to perform.

Now therefore, if the principal shall, within the period specified in the Instructions to Bidders,

- A) On the attached prescribed forms presented to it for signature, enter into a written contract with the City in accordance with its Bid as accepted, and give payment and performance bonds with good and sufficient surety, or securities, as may be required upon the forms prescribed by the City, for the faithful performance and the proper fulfillment of the Contract, or
- B) Withdraw said bid within the time specified in the Instructions to Bidders or have such bid rejected by the City, or
- C) Pay to the City the sum of this Bond as Liquidated Damages, and not as a penalty, then this obligation shall be void and of no effect, otherwise to remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and this Bond shall be in no way impaired or affected by any extension of time within which the City may accept the Bid (up to sixty (60) total additional days), and Surety does hereby waive notice of any such extension. Surety shall pay the City's reasonable costs and attorney's fees incurred in any suit brought upon this bond by the City.

Signed and sealed this _____ day of _____, 20__.

Principal/Bidder: _____ **Surety:** _____

By: _____ **By:** _____

Its: _____ **Its:** _____

Address for Notices: _____

NOTE: The signature of the person executing the Bid Bond must be notarized. If an attorney-in-fact executes the Bid Bond on behalf of the surety, a copy of the current power of attorney bearing the notarized signature of the appropriate corporate officer must also be included with the Bid Bond.