

**REQUEST FOR PROPOSALS**

**for**

**DESIGN/BUILD OF ENTRANCE SIGNS**

at the

Fort Morgan Industrial Park

CITY OF FORT MORGAN, COLORADO

September 23, 2021

Brent M. Nation, P.E.  
Director of Utilities and Public Works



P.O. BOX 100  
FORT MORGAN, COLORADO 80701  
(970) 370-6558



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## REQUEST FOR PROPOSALS Fort Morgan Public Works Department Design/Build – Entrance Signs

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The City of Fort Morgan is accepting sealed Proposals for the **Design/Build of Entrance Signs** until 3:00 p.m. (our clock) on November 4, 2021 at City Hall located at 110 Main Street, Fort Morgan, Colorado 80701. If mailed, the address is PO Box 100, Fort Morgan, CO 80701, if delivered the address is 110 Main Street, Fort Morgan, CO 80701. If emailed, the address is [cfm.bids@cityoffortmorgan.com](mailto:cfm.bids@cityoffortmorgan.com).

**Proposals must be received at City Hall prior to 3:00 p.m. (our clock) on November 4, 2021.**

**Project Summary:** The City of Fort Morgan is accepting Proposals from qualified firms to provide services including the design, fabrication and installation of three (3) entrance signs to be placed at the Fort Morgan Industrial Park.

A copy of the RFP and associated documentation may be obtained as follows:

1. The City website at [www.cityoffortmorgan.com](http://www.cityoffortmorgan.com)
2. City Hall located at 110 Main Street, Fort Morgan

**Questions:** All questions regarding this Proposal should go to **Brent Nation, Public Works Director** at (970) 370-6557. Questions must be in writing and can be e-mailed to [brent.nation@cityoffortmorgan.com](mailto:brent.nation@cityoffortmorgan.com). The cut-off date and time for questions is **Monday, October 18, 2021 at 9:00 a.m.** It is the responsibility of the prospective Respondents to contact **Brent Nation** to verify receipt of questions. Based upon such inquiry, the City may choose to issue an Addendum.

**Opening Date:** The opening will not be a public opening as it will be subject to staff review of anticipated costs, schedule, options, qualifications, possible short list and/or interviews.



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## INFORMATION TO RESPONDENTS

### Fort Morgan Public Works Department

### Entrance Signs - Design/Build

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#### I. SCOPE OF WORK

1. The City of Fort Morgan is soliciting Proposals from qualified Contractors to provide the design, fabrication and installation of three (3) entrance signs to be placed at separate locations in the Fort Morgan Industrial Park. Two of the entrance signs will be large for main entrances and one will be smaller for a side entrance.
2. Currently there is one existing sign at the main entrance of the Industrial park and that is slated to be removed and replaced with a new sign as part of this RFP. A new entrance is being constructed on the east side of the park and a new sign will be installed there. An existing side entrance on the west end of the park will have a smaller sign installed where none currently exists.
3. The signs should be complimentary and not different from each other. The goal is to have a consistent look that enhances each entrance site.
4. The selected Contractor will prepare conceptual and final entrance sign designs, construction drawings, and all related services for the construction of the signs with detailed estimates and lump sum costs.
5. Designs will include all materials, shipping, and installation.
  - a. Upon acceptance of a design by the City, the Contractor shall prepare a final design, construction drawings, and a detailed construction budget for review.
  - b. The Contractor shall prepare for the City approval a detailed construction timeline.
  - c. The final design, construction drawings, and construction budget must be approved by the City, and authorization to proceed provided to the Contractor in writing, prior to commencement of construction or ordering of materials.
4. The Contractor shall provide, either in-house or through subcontractors, all equipment, labor, supervision, and materials necessary for the construction and installation of the selected entrance sign designs.

#### II. DRAWINGS

1. Map of locations of where entrance signs are to be installed in the Industrial park.

#### III. GENERAL INSTRUCTIONS

1. **Authorized Representative.** All Proposals must be properly signed by an authorized representative of the company with the legal capacity to bind the company to the contractual agreement.
2. **Withdrawal.** Proposal(s) may be withdrawn up to the date and time set for closing upon written, faxed or e-mailed notice to the City. Negligence upon part of the Respondent in preparing their Proposal(s) shall not constitute a right to withdraw a Proposal(s) subsequent to the Proposal opening. A conditional or unqualified Proposal may be cause for rejection.
3. **Acceptance of Proposal.** Only Proposals properly received will be accepted. Any Proposal received after the time and date specified shall not be considered.
4. **Conflict of Interest and Good Faith:** Respondents must declare among their team any business entity or individual who is associated with, or is in any way likely, to create a conflict of interest, a perception of conflict of interest or whether there are any circumstances whereby any member of Council or any officer or employee of the City would gain any pecuniary interest, direct or indirect.



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## INFORMATION TO RESPONDENTS

### Fort Morgan Public Works Department

### Entrance Signs - Design/Build

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Failure to comply with this provision may result in disqualification of your Proposal from the RFB process or, if the City becomes aware of breach of this provision after the detailed Proposal has been requested, disqualification from the further processes.

5. **Investigation of Qualifications.** The City may make such investigations as it deems necessary to determine the ability of the Respondent to perform the work, and the Respondent shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any Proposal if the evidence submitted by, or investigation of, such Respondent fails to satisfy the City that such Respondent is properly qualified to carry out the obligations of the Contract and to complete the work contemplated herein.
6. **Time for Contract Award.** Should there be any reason why the Contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the City and the Respondents. Notwithstanding the foregoing, nothing herein shall be construed to obligate the City to award a Contract to any Respondent should the City determine that it is in its best interest to do otherwise.
7. **Permits/Registrations:** The Contractor is required to obtain all necessary City of Fort Morgan building permits. All fees will be waived. Contractor and its subcontractors are required to be registered with the City, as applicable prior to beginning work. Registration costs are at the Contractors expense.
8. **Illegal Aliens- Public Contracts for Services:** The awarded Contractor will be required to comply with the provisions of C.R.S. 8-17.5-101, et. seq. An Illegal Alien Addendum (the "Addendum") is made to the Agreement by and between the City of Fort Morgan and the Contractor. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract.
9. **Confidentiality and Privacy:** Information provided to a Respondent by the City or acquired by a Respondent by way of further inquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the City. The Respondent shall not make any statement of fact or opinion regarding any aspect of the RFB and any subsequent proposal to the media or any member of the public without the prior written authorization of the City.

To the extent permitted, the City shall treat all submissions as confidential. However, the Respondent is advised that any information contained in any submission may be released if required by City policy or procedures, by other authorities having jurisdiction, or by law, such as the Colorado Open Records Act.

All Proposals submitted to the City will be kept in confidence with the City administrators for the sole purposes of evaluating and developing the best possible strategic option for the City. Submitted Proposals will become the property of the City, none will be returned. The City will have the right to make copies of all Proposals for its internal review process and to provide such copies to its staff, legal, technical and financial advisors and representatives. If the application contains any proprietary or trade secret information, said information must be indicated as such.

10. **Insurance.** The awarded Contractor must provide, maintain and carry, and keep in full forces and effect current Workman's Compensation Insurance verification and proof of general liability



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## INFORMATION TO RESPONDENTS

### Fort Morgan Public Works Department

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insurance, with a minimum of \$1,000,000.00 in coverage, naming the City of Fort Morgan as an additional insured with the executed Bond form for himself and all subcontractors.

THE PRIMARY GENERAL CONTRACTOR IS RESPONSIBLE FOR VERIFICATION OF WORKMEN'S COMPENSATION INSURANCE REGARDLESS OF THE CONTRACT PRICE FOR ALL SUBCONTRACTORS. Attorneys-in-fact who sign applicable Bid Bonds or Performance and Payment Bonds must file with each Bond a certified and effective dated copy of their Power of Attorney.

11. **Governing law.** All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract throughout.

#### IV. PROPOSAL INSTRUCTIONS

1. **Proposal Package.** The following items are part of the proposal for the above noted projects and shall collectively be referred to as the Proposal Package. If any of the following items are not included in the Proposal Package, please contact the City of Fort Morgan Engineering/Public Works Department:

- A. Proposal Package
  - a. Information to Respondents; and
  - b. Submittal Requirements.

2. **Submittal Requirements.** It is not necessary to return the entire Proposal Package for the Proposal Opening. **Submittal of the following completed documents is required in order for a Respondent's Proposal to be considered:**

- Refer to parts I and II of "Submittal Requirements" enclosed.

Each Proposal and applicable documentation as requested must be submitted in a sealed envelope, if mailed or delivered, addressed to:

**City of Fort Morgan**  
**Proposal for Entrance Signs - Design/Build**  
**Attention: Brent M. Nation, PE**

and bear the name of the Respondent and their address.

**Mailing/shipping Addresses:** If a Proposal is to be delivered via private courier, such as FedEx, UPS, etc., it is to be sent to **110 Main Street, Fort Morgan, CO 80701**. If a Proposal is to be mailed it is to be sent to **P.O. Box 100, Fort Morgan, CO 80701**. If emailed, it is to be sent to [cfm.bids@cityoffortmorgan.com](mailto:cfm.bids@cityoffortmorgan.com).

#### V. SELECTION PROCESS AND SCHEDULE

1. The City shall be the sole and exclusive judge of quality and compliance with Proposal specifications in any of the matters pertaining to this RFP. The City reserves the right to award the contract in any manner it deems to be in the best interest of the City. All evaluations and award of contracts are without regard to the race, color, sex, religion, national origin, marital status, sexual orientation, age, or disability of the Respondents.



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## INFORMATION TO RESPONDENTS

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2. All Proposal information will be evaluated according to the criteria listed herein, and the firm selected will be chosen on their apparent ability to best meet the overall expectations of the City of Fort Morgan.
3. Proposal information will be appraised and a “shortlist” of candidates may be selected to bid, present and/or submit additional information to the City regarding the project. It is anticipated that the Respondents who are shortlisted may be required to make one or more appearances in the City of Fort Morgan to answer questions and present results to City Staff.
4. By submitting an RFP submission and participating in the process as outlined in this document, Respondents expressly agree that no contract of any kind is formed under or arises from this RFP and that no legal obligations will arise. The City will have no obligation to enter into negotiations or a Contract with a Respondent, even though one or all of the Respondents are determined to be responsible and qualified, and the proposals are determined to be responsive.
5. If the City proceeds to request a more detailed Proposal from Respondents determined to be qualified under the RFP process, the City will have no obligation to award a Contract where:
  - a. One submission is received; or
  - b. In the judgment of the City, the interests of the City would best be served by not entering into a Contract.
6. The City of Fort Morgan reserves the right to reject in whole or in part any or all proposals. The City reserves the right to cancel or modify this solicitation at any time. Interested parties are advised to monitor the website for any updated information released after initial distribution of this RFP.

## VI. WORK SCHEDULE

1. **Acceptance.** The effective date of the work to be performed will be agreed upon by the City and the Contractor.
2. **Notice to Proceed.** Initial Notice to Proceed (NTP) will be issued in writing by the City. Both parties shall mutually agree on the number of consecutive calendar days allowed to complete the work requested prior to Contractor’s written acceptance of the work. The Contractor shall perform the work and submit an invoice with the itemized costs of the improvements. The itemized costs shall reflect the Prices submitted. Should the work involve improvements that were not included the Contractor shall submit a proposal for the work and shall be agreed upon by the City prior to work being performed. The City will process the invoice for payment upon acceptance of the work performed.
3. **Period of Performance.** The Period of Performance under this Contract shall commence upon the effective date of initial NTP. All work to be performed under this Contract shall be negotiated.
4. **Invoicing:** The Contractor shall perform the work and submit an invoice with the itemized costs of the work. The itemized costs shall reflect the prices submitted. Should the work involve work that was not included in the Proposal, the contractor shall submit a proposal for the work and shall be agreed upon by the City prior to work being performed. The City will process the invoice for payment upon acceptance of the work performed.



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## SUBMITTAL REQUIREMENTS

### Fort Morgan Public Works Department

### Entrance Signs - Design/Build

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#### I. GENERAL

1. In order to facilitate the analysis of responses to this RFP, Respondents are required to prepare their Proposals in accordance with the instructions outlined in this section. Firms whose Proposals deviate from these instructions may be considered non-responsive and may be disqualified at the discretion of the City.
2. Proposals should be prepared as simply as possible and provide a straightforward, concise description of the Respondent's capabilities to satisfy the requirements of the RFP. Emphasis should be on accuracy, completeness and clarity of content. All parts, pages, figures and tables should be numbered and clearly labeled.
3. Those submitting Proposals shall do so entirely at their own expense. There is no expressed or implied obligation by the City to reimburse any individual, organization, company or firm for any costs incurred in preparing or submitting Proposals, providing additional information when requested by the City, or for participating in any selection interviews.

#### II. REQUIREMENTS

1. **COVER LETTER** – Expressing interest, authorized signature and acknowledgement of RFP information and applicable addendums.
2. **EXPERIENCE** – List a maximum of 5 projects similar in both size and complexity. Include Owner references, reference letters, and telephone numbers.
3. **STATEMENT OF AVAILABLE INSURANCE CAPACITY**
  - a. Workers' Compensation Insurance for all employees of the Respondent as required by Colorado State Statute. In the event any work is sublet, proposer shall require the sub-proposer similarly to provide Workers' Compensation insurance, unless such employees are covered by the protection afforded by the proposer.
  - b. Comprehensive General Liability in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. The City of Fort Morgan will be required to shown as an additional insured with respect to this coverage.
4. **PROPOSED PROJECT APPROACH** – Address project management procedures and strategies that are appropriate for this specific project. Implementation, coordination, activities and methods should be addressed as well as the degree to which Respondent's firm is able to manage and be detail oriented for specific quality control/quality assurance.
5. **PROPOSED PROJECT TEAM** – Include resumes and references of personnel and/or sub-consultants to be assigned to the project.
6. **PROJECT SCHEDULE AND PHASING RECOMMENDATIONS** – Respondent's recommendations of the most effective schedule to implement Respondent's Proposal for the design, entitlement and construction of the project. Respondent must describe how it would manage this project.





## **SUBMITTAL REQUIREMENTS** **Fort Morgan Public Works Department** **Entrance Signs - Design/Build**

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7. **PROPOSED ORDER OF MAGNITUDE OF CONSTRUCTION COSTS** – Respondent's order of magnitude price based on scope of work, drawings, funding opportunities and other anticipated items not specifically defined and/or addressed.
8. **SELF PERFORMANCE and BEST VALUE** – Respondent must list work that is typically performed, or potentially self-perform, in its normal course of business. If not provided in-house, Respondent must provide solutions to the issues described in the Scope of Work. Fort Morgan expects to receive the lowest bid of QUALIFIED companies to perform the work, and given this expectation, how will your firm ensure Fort Morgan that it is receiving the lowest price/highest value for each element of the project?

(Remainder of page intentionally left blank)





## AGREEMENT

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the City of Fort Morgan (hereinafter called "OWNER"), and \_\_\_\_\_ doing business as (an individual) or (a partnership), or (a corporation) (hereinafter called "CONTRACTOR").

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The Contractor will commence and complete the **Entrance Signs- Design/Build**.
2. The Contractor will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the Project described herein, unless specified otherwise in the Specifications.
3. The Contractor will commence the Work required by the Contract Documents on the date(s) set between the Owner and the Contractor.
4. The Contractor agrees to perform all of the Work described in the Contract Documents and comply with the terms therein for the cost of \$\_\_\_\_\_ as outlined in the Proposal.
5. The Contractor agrees to complete and submit to Owner all necessary or relevant Contract Documents provided and to comply with the terms therein.
6. The Contractor and Owner agree that failure of either party to insist on strict performance by the other party shall not constitute a waiver of any provision in the Contract Documents, waiver of any other default or a continuing waiver of the provisions in question.
7. The Contractor hereby agrees that time is of the essence and that the Contractor's Proposal was accepted, in part, because of the Owner's representation that the Contractor could complete the Project within a mutually agreed upon number of consecutive calendar days. Therefore, the Contractor agrees that for any delay which is necessary to substantially complete the project, that does not constitute an excusable delay pursuant to the most current CDOT Construction Standard Specifications for Road and Bridge Construction, the Owner will deduct a daily charge per calendar day as liquidated damages from the Contract price.
8. The Contractor hereby agrees that he or she will be able to commence work within ten (10) days after the date the Contractor is provided with a written Notice to Proceed and to substantially complete the same prior to time specified in the work schedule supplied with and in the Proposal, subject to such extensions of time as are provided by the General Conditions.
9. The term "Contract Documents" means and includes the following:
  - A. Request for Proposals
  - B. Information for Respondents
  - C. Submittal Requirements
  - D. Certificate of Insurance
  - E. Agreement
  - F. Notice of Award
  - G. Specifications
  - H. General Conditions
  - I. Experience Record
  - J. Addenda



10. The Owner certifies that funds have been appropriated and will pay to the Contractor in monthly payments, as is the normal City custom.

11. The Contractor hereby agrees that he or she has previously disclosed to Owner anyone among their team, any business entity or individual who is, or who is associated with, or is in any way likely to create a conflict of interest or a perception of conflict of interest and acknowledges that he or she has a continuing obligation to disclose any newly discovered or future conflict of interest.

12. The Contractor is aware of and fully informed of its obligations under Executive Order 11246 and Title 41 of the Code of Federal Regulations, Part 60. Where applicable, Contractor shall comply with the requirements of that Order, 41 CFR, Part 60, and all orders, rules and regulations promulgated there-under exempt there-from.

13. Termination. Should the Contractor neglect to prosecute the work properly, or fail to perform any provision of the Contract, the City, after seven (7) days from written notice to the Contractor, may without prejudice to any other remedy they may have, make good the deficiencies and deduct the cost thereof from the payment then or thereafter due to the Contractor.

14. Performance Behavior. Contractor shall employ staff that is courteous, helpful and considerate to provide services under this Contract. Contractor's employees shall not use improper language, or act in any inappropriate or improper manner as determined by the City. Contractor shall reassign any employee after notification by the City that such employee has engaged in unacceptable behavior.

15. Independent Contractor. Contractor must be and remain an independent Contractor with respect to all services performed under the Contract. Contractor accepts full and exclusive liability for the payment of any and all contributions of taxes for social security, worker's compensation insurance, Medicare, unemployment insurance, or old age retirement benefits, pensions or annuities, now or hereafter imposed under any state or federal law, salaries or other remuneration paid to persons hired, including deposits of income tax withholding amount due, and it agrees to indemnify and save harmless the City from any claims for contributions, taxes or liability thereof.

16. Indemnification. The Contractor shall defend, indemnify and hold harmless the City and its respective officers, agents and employees, from and against all damages, claims, losses, demands, suits, judgments and costs, including reasonable attorneys' fees and expenses, arising out of or resulting from the performance of the work. The Contractor further agrees to hold harmless and indemnify the City for any liability that arises under this agreement or as a result of the actions or omissions of the Contractor's employees.

17. Additional Insured. The Contractor warrants and guarantees that it shall maintain adequate insurance with minimum limits of \$1,000,000.00, for activities undertaken pursuant to this Agreement, and includes the City as an additional insured on a non-contributory basis on the policy.

18. Coordination and Control. All work shall be performed as identified in the Contract Documents.

19. Changes. The City reserves the right to revise the "Scope of Work" and to make other changes as deemed necessary to best serve the needs of the City. However, no amendment or variation of the terms and conditions of this Contract shall be valid unless the same is in writing, and agreed to and signed by the parties hereto.



20. Compliance. If a formal and written complaint is registered with the Contractor in respect to unsatisfactory work performance, the Contractor shall have 72 hours to respond in person to the complaint, to remedy the problem(s). Failure to respond in the prescribed time to the complaint or to remedy the problem may result in termination of the Contract.

21. Satisfaction of Remediation. If the Contract Administrator is not satisfied with the results and remediation of the complaint, periodic and joint inspections with the Contractor may be required to discuss and point out Administrator's complaints. Failure of the Contractor to attend such inspection may result in termination of this Contract.

22. Choice of Law and Attorney's Fees. This Contract shall be governed by and construed under the laws of the State of Colorado. Any action brought to enforce this Contract shall be brought in the state courts of Colorado with venue in Morgan County.

23. Binding Agreement. This agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

24. Contract Term. This Contract shall commence upon the effective date of initial NTP. All work to be performed under this Contract shall be completed on the date specified in the work plan or by December 31, 20\_\_; whichever is sooner.

25. The terms and conditions of this Agreement shall terminate on December 31, 20\_\_, unless the either party provides thirty-day (30) written notice to the other party of intent to terminate this Agreement prior the scheduled termination.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in two copies each of which shall be deemed an original on the date first above written.

City of Fort Morgan:

Contractor:

\_\_\_\_\_  
Ronald Shaver, Mayor

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

Title: \_\_\_\_\_



**NOTICE of AWARD**

To:

Project Description: **Entrance Signs - Design/Build**

The Owner has considered the Bid submitted by you for the above described Work in response to its Advertisement for Bids dated \_\_\_\_\_ 2021 and Information to Respondents.

You are hereby notified that your Bid has been accepted for items in the amount of \$ \_\_\_\_\_

You are required by the Information to Respondents to execute the Agreement and furnish the required Certificate of Insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Certificate of Insurance within ten (10) calendar days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid as abandoned. The Owner will be entitled to such rights as granted by law.

You are required to return an acknowledged copy of this Notice of Award, along with the necessary Agreement to the Owner within ten (10) calendar days after its receipt.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

City of Fort Morgan: \_\_\_\_\_  
Brent Nation, Director of Public Works

**ACCEPTANCE of NOTICE**

Receipt of the above Notice of Award is hereby acknowledged on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Name: \_\_\_\_\_; Title \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_