



Request for Proposal 780-18P

Residence Hall Remodel- Steamboat Springs Campus

Due:

02/19/2018
2:00 p.m. Mountain Time

Buyer:

CMC Purchasing Department
802 Grand Avenue
Glenwood Springs, CO 81601
bids@coloradomtn.edu
970-947-8402

REQUEST FOR PROPOSAL #780-18P STEAMBOAT SPRINGS RESIDENCE HALL REMODEL

Section I: Introduction

Colorado Mountain College (“CMC”) is a statutory local college district established in 1965, and includes three residential campuses, eight commuter campuses, a distance learning program and administrative offices. The District covers all or part of nine counties in Colorado, encompassing 12,000 square miles. Please visit our website at www.coloradomtn.edu for more information about our college.

CMC reserves the right to make multiple awards resulting from this RFP or to award no contract at all. All documents, Addendum and Bid Sheet are posted at www.coloradomtn.edu/purchasing. This site will have all documents and updates.

Bid responses must be submitted prior to close on Rocky Mountain E-Procurement System. CMC cannot accept a response that did not come through the right channel on time. Visit <http://www.rockymountainbidsystem.com/> for help with customer service or other questions. Please make sure to leave time for unexpected technical or other trouble. You are encouraged to submit a day early. Sometimes submittals take longer to load than expected, if you run out of time before you are finished with your entire upload CMC will not be presented with the response.

Scope of Project

Colorado Mountain College’s Steamboat Springs Campus is requesting quotes from qualified firms to remodel the Hill Hall Residence Hall as described on Architectural Drawings dated January 16, 2018 and Project Specifications completed by Johnson Architects attached hereto.

All documents, Addendum and Bid Sheet are posted at www.coloradomtn.edu/purchasing. This site will have all documents and updates.

Construction start date shall be May 7, 2018 with completion by July 31, 2018. All punch list items must be complete by August 10, 2018. Completion does not occur until construction passes all inspections and requirements by the owner, architect and state.

Proposal Content

The information provided herein is intended to assist proposers with a proper response to this RFP. CMC believes that this RFP provides interested proposers with sufficient information to submit proposals that meet minimum requirements. However, it is not intended to limit a proposal’s content or to exclude any relevant or essential data. Proposers are encouraged to include additional information that will substantiate their service capabilities, product quality, and commitment to support your product or service. Any exceptions or alternate offerings to this request must be communicated. CMC reserves the sole right to determine what is considered to be “equivalent” or “equal”. CMC also reserves the right to request samples for testing and evaluation.

Additionally, CMC recognizes you as the expert in this industry and we appreciate ideas that may improve the design or implementation of our project. Please submit your bid to the specifications provided and include information or ideas you may have that CMC should consider to improve our project. Our selection committee will carefully review these ideas and we will contact you with questions.

Section II: Timeline

- a. **JOB WALKTHROUGH.** There will be a **mandatory** walkthrough. See below dates and times. Please note: The walkthrough will gather in the lobby of the Residence Hall and depart promptly as scheduled. Any contractor not present when the initial group leaves may not join the walkthrough.
- b. **TIMELINE MODIFICATION.** CMC reserves the right to modify this timeline at any time. Any changes will be posted to the CMC Purchasing Department's website as soon as the information is available. All times are Mountain.

TIMELINE	DATE	TIME
Issue date	01/22/18	4:00 p.m.
Pre-Proposal Walkthrough	01/29/18	1:00 p.m.
Questions and Clarifications Due (bids@coloradomtn.edu)	02/05/18	2:00 p.m.
Questions Answered	02/12/18	4:00 p.m.
Request for Proposals (RFP) Due	02/19/17	2:00 p.m.
Short List of Vendors Announced	02/26/18	4:00 p.m.
Candidate Interview (if necessary – save the date)	03/05/18	TBD
Target Award Date (Subject to Change)	03/14/18	4:00 p.m.

Section III: Instructions to Proposers

- a. Walkthroughs that are mandatory must have your firm name on the official sign-in sheet distributed at the walkthrough to be eligible to bid. This Proposal is expected to be competitive with numerous vendors participating. CMC endeavors to provide a uniform distribution of information to vendors and conduct a fair selection process. We ask that you please follow these instructions carefully. Any submittal that does not meet the requirements set forth in this document and any addenda will not be considered by the Selection Committee.
- b. Please upload your submittal to Rocky Mountain e-Procurement in one single PDF file (this may require you to convert files and then combine them into the one PDF file) , including the following in this order:
 - 1) Name, title and contact information of the official representative submitting your proposal.
 - 2) Legal company name, address, phone and email.
 - 3) RFP number and name as it appears on this document.
 - 4) Number of years in business and brief description of your company's experience and qualifications. Please include resumes of professionals that you expect to have primary responsibility if you win this award if possible.
 - 5) Your bid; in some cases CMC will issue a bid sheet as an addendum. If this bid sheet is an Excel spreadsheet please upload it as an Excel spreadsheet, in which case your submittal will be in two documents instead of one PDF. If the bid sheet is not in Excel, or if no bid sheet is issued for this RFP please include your itemized bid in your PDF document here.
 - 6) Other information or supporting documentation that you think our selection committee would benefit from reviewing in the decision process. Please submit as little as possible but as much as necessary.
 - 7) Minimum of three references with contact information for recent work that is similar in nature.
 - 8) Insurance certificate (for evidence of coverage only).
 - 9) Provide examples of apprenticeship programs you have used on past projects.
 - 10) Provide detailed schedule showing your plan for completing in a twelve week schedule
 - 11) Example of meeting minutes from project of similar scope.
 - 12) Example of RFI form
 - 13) Example of Submittal log.
- c. Visit the Purchasing Department's website at www.coloradomtn.edu/purchasing. Here you will find our Vendor Registration Form, Insurance Requirements, W-9, tax exempt form and other information about doing business with CMC.
- d. Proposers should carefully read the information contained herein, and in any addenda, and submit a complete proposal to all requirements and questions as directed.
- e. Questions regarding this RFP should be submitted via email to bids@coloradomtn.edu. CMC will attempt to answer all relevant questions submitted to this email address prior to the question deadline in the timeline above and will post the responses at www.coloradomtn.edu/purchasing. All such addenda issued by CMC prior to the time that proposals are received shall be considered part of the RFP. It shall be the proposer's responsibility to ensure all addenda have been received. Inquiries seeking information that is already posted on the College website or available in this RFP document will not be answered.

Only those inquiries that CMC replies to which are made by formal written addenda shall be binding. Oral and other types of interpretations or clarifications will be without legal effect.

- f. Once you've uploaded your response to Rocky Mountain e-Procurement per the instructions in this document the RFP will be governed by the established timeline. CMC staff cannot see who or how many responses have been submitted to Bidnet prior to the closing date so we are unable to confirm receipt. However, you may assume your upload was successful if Bidnet accepts the document.
- g. Along with your RFP submit a certificate of liability insurance per the attached requirements (Exhibit A) for evidence only. If your proposal is successful and a contract awarded, a compliant certificate of insurance will be required with all endorsements at that time.
- h. Please do not contact any member of CMC's staff, faculty or member of the selection committee directly regarding this proposal other than the Buyer listed in this document. Any attempt to do so will result in your firm's disqualification at the discretion of the Director of Purchasing and Contracts.
- i. CMC makes no guarantee that an award will be made as a result of this RFP, and reserves the right to accept or reject any or all proposals, waive any formalities or technical inconsistencies, or delete any item/requirements from this RFP or resulting contract when deemed to be in CMC's best interest.
- j. Representations made within the proposal will be binding on proposer. Failure to comply with the requirements contained in this RFP will result in the rejection of your proposal.
- k. Proposer recognizes and understands that any costs incurred by the proposer from submitting a response to this RFP are the responsibility of the bidder.

Section IV: Selection Criteria

The Selection Committee for this project will evaluate proposals to identify the best value for CMC. Specifically, the Selection Committee will select the successful proposer based on the following criteria in no order of importance:

1. Overall quality of response and services/products proposed
2. Company qualifications, experience and demonstration of technical and management competence
3. Pricing
4. References and reputation
5. Environmental policy and "Green" initiatives, if applicable
6. Service capability including evaluation of past performance and number and scope of any conditions included in the proposal

Note: Criteria may be modified in subsequent addenda. CMC is not bound to accept the lowest priced proposal if that proposal is not the best value for CMC in the sole discretion of the CMC Selection Committee. Submission of a proposal indicates proposer's acceptance of the evaluation technique and recognition that some subjective judgments must be made by CMC during the selection process.

Section V: RFP Terms & Conditions

- a. **SUBMITTAL INSTRUCTIONS.** All submittals must adhere to the instructions provided above to be considered by the Selection Committee.
- b. **PROPRIETARY INFORMATION.** It is understood that the College is a public institution and, as such, is subject to the Colorado Open Records Act, CRS §§ 24-72-101 et. seq. ("CORA"). Except as otherwise agreed prior to the award or finalization of any vendor transaction, College shall provide upon request by any third party all information pertaining to such transaction which must be disclosed pursuant to CORA, and College's obligations under CORA supersede its obligations under any agreement, contract, purchase order or negotiated transaction. Please contact the CMC purchasing department if you feel you need to submit confidential information. Any information uploaded to Bidnet or otherwise submitted to CMC may be posted on our website or made available to third parties.
- c. **REFUSAL.** CMC reserves the right to refuse any and/or all proposals or any part thereof.
- d. **WITHDRAW PROPOSAL.** You may withdraw your proposal at any time prior to the date and time set for closing.
- e. **DISCUSSIONS/NEGOTIATIONS.** CMC reserves the right to contact any proposer for clarification of information submitted; CMC reserves the right to conduct discussions with Proposers, to accept or not accept revisions of Proposals, and to negotiate any point in the proposal or the subsequent contract at the sole discretion of the Purchasing Director.
- f. **AWARD.** Awards shall be made to any or all responsible proposers whose submittals are determined to be advantageous to CMC based on the evaluation factors described above. Price, although a consideration, will not be the sole determining factor. CMC reserves the right to ask for the "Best and Final Offer" from any or all proposers.
- g. **PRE-AWARD PRESENTATIONS.** The College reserves the right to require presentations from the highest-ranking proposers, in which they may be asked to provide additional information and answer questions from the Selection Committee.
- h. **CONTRACT.** The successful proposer is expected to enter into a standard Construction Contract with the College. The contract will include a liquidated damages clause.
- i. **INDEMNIFICATION.** Successful Proposers shall indemnify and save CMC harmless from any and all claims, demands, suits, and actions which may arise from errors or omissions caused by the Proposer in conjunction with its contractual obligations including, but not limited to, obligations for the preparation of any and all documents required by CMC in conjunction therewith, and shall defend all suits, in the name of CMC when applicable, and shall pay all costs and judgments which may issue thereon.
- j. **INSURANCE.** Successful Proposers shall have their insurance company send the CMC Department of Risk Management a compliant certificate of liability insurance (Exhibit A).
- k. **PAYMENT AND PERFORMANCE BOND.** CMC requires payment and performance bonds for all construction projects greater than \$50,000. Please price the bonds separately when you submit your response.

- l. **ILLEGAL ALIENS.** By submitting a proposal, a Proposer certifies pursuant to C.R.S. § 8-17.5-102(1) that, at the time of proposal submission, it does not knowingly employ or contract with an illegal alien and that the contractor has participated or attempted to participate in the Basic Pilot Program that is administered by the United States Department of Homeland Security in order to verify that it does not employ any illegal aliens.
- m. **LIMITATION OF MULTIPLE-FISCAL YEAR OBLIGATIONS.** All financial obligations of CMC under a contract resulting from this proposal subsequent to the fiscal year in which signed are contingent upon funds for this purpose being appropriated, budgeted, and otherwise made available by the CMC Board of Trustees. This contract shall not be deemed to create any multiple-fiscal year direct or indirect debt or other financial obligation whatsoever for purposes of Section 20(4) (b) of the State Constitution (Amendment 1).

Section VI: Warranties, Representations and Acknowledgements of Proposer

- a. By submitting a proposal, proposer acknowledges and agrees that (1) this RFP is a solicitation for proposal and is not a contract or an offer to contract and (2) the submission of a proposal by proposer in response to this RFP will not create a contract between CMC and proposer.
- b. By submitting a proposal, proposer offers and agrees to furnish to CMC the products and/or services described in its proposal, at the at the prices quoted in the proposal, and to comply with all terms, conditions and requirements set forth in the RFP documents and contained herein.
- c. By submitting a proposal, proposer represents and warrants that (1) proposer is a reputable company regularly engaged in providing products and/or services necessary to meet the terms, conditions and requirements of the RFP; (2) proposer has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the terms, conditions and requirements of the RFP; (3) proposer is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances; (4) proposer understands the requirements and specifications set forth in this RFP and the terms and conditions set forth; and (5) all statements, information and representations prepared and submitted in response to this RFP are current, complete, true and accurate. Proposer acknowledges that CMC will rely on such statements, information and representations in selecting the successful proposer. If selected by CMC as the successful proposer, proposer will notify CMC immediately of any material change in any matters with regard to which proposer has made a statement or representation or provided information.
- d. By submitting a proposal, proposer agrees to be in compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.

Exhibit A

Colorado Mountain College Insurance Requirements

All vendors/companies/groups (herein referred to as "Vendor") providing services to or doing business with Colorado Mountain College ("CMC") must maintain the following types of insurance with minimum limits of liability as stated below for the duration of the contract. Please send these requirements to your insurance agent or broker and have them provide a compliant Certificate of Liability Insurance (preferably a standard Acord form) to CMC.

Certificates of Liability Insurance evidencing the coverage, limits and endorsements outlined below must be issued by the insurance agent or carrier at least (5) working days prior to contract execution or work commencing.

Note: Additional coverage may be required dependent upon the nature and scope of services provided and/or work performed. Requests for exceptions to these requirements must be discussed with and approved by CMC Risk Management prior to contract execution or work commencing.

Coverage

Commercial General Liability (CGL)

Minimum Required Limits

**\$1,000,000 Occurrence/\$2,000,000 Aggregate Per Project
\$2,000,000 Products / Completed Operations Aggregate**

The Vendor shall maintain CGL insurance covering all operations by or on behalf of the contractor, including operations of any subcontractor, on an occurrence basis against claims for personal injury (including bodily injury and death) and property damage (including loss of use). Such insurance will include the following provisions at a minimum: occurrence form; personal injury; underground, collapse and explosion; contractual liability; defense in addition to the limits of liability; products and completed operations; and a severability of interests provision. Vendor will maintain Completed Operations coverage required herein in full force and effect until the expiration of any applicable statutes of limitations. Colorado Mountain College, a Local College District and its officers, board members, employees and volunteers acting in the course and scope of their duties for CMC shall be listed as additional insureds, including without limitation for Ongoing Operations and Products and Completed Operations. The insurance shall include a provision that such insurance afforded by the policy for the benefit of the additional insureds shall be primary and non-contributory to any insurance or self-insurance maintained by the additional insureds. In addition, a Waiver of Subrogation shall be issued in favor of CMC.

Automobile Liability

\$1,000,000 Combined Single Limit

If Vendor uses any type of motor vehicle to perform a service for CMC, Vendor shall provide Automobile Liability insurance covering the use, operation and maintenance of any automobiles, trucks, trailers or other vehicles owned, scheduled, hired or non-owned by vendor/company providing bodily injury, including death, and property damage coverage. Colorado Mountain College, a Local College District and its officers, board members, employees and volunteers acting in the course and scope of their duties for CMC shall be listed as additional insureds. The insurance shall include a provision that such insurance afforded by the policy for the benefit of the additional insureds shall be primary and non-contributory to any insurance or self-insurance maintained by the additional insureds. In addition, a Waiver of Subrogation shall be issued in favor of CMC.

Workers' Compensation

Statutory Limits (\$100,000/\$500,000/\$100,000)

Vendor shall maintain the coverage required by the state for Workers' Compensation / Employer's Liability insurance. The policy shall contain a Waiver of Subrogation in favor of CMC. If Vendor is not required by the state to carry Workers' Compensation / Employer's Liability insurance and officers have rejected coverage, Vendor is required to provide a Declaration of Independent Contractor Status form.

Umbrella Liability

\$5,000,000

The Vendor will maintain umbrella /excess liability on an occurrence basis in excess of commercial general liability, auto liability and employer's liability insurance described above. Colorado Mountain College, a Local College District and its officers, board members, employees and volunteers acting in the course and scope of their duties for CMC shall be listed as additional insureds. The insurance shall include a provision that such insurance afforded by the policy for the benefit of the additional insureds shall be primary and non-contributory to any insurance or self-insurance maintained by the additional insureds. In addition, a Waiver of Subrogation shall be issued in favor of CMC.

Builders' Risk or Installation Floater**Limits Equal to Completed Value of Project**

Vendor shall maintain limits equal to the completed value of the project. Coverage shall be written on an all risk, including flood and earth movement, replacement cost basis with no coinsurance requirements and including coverage for soft costs, transit, off-site storage, permission to occupy and if applicable, equipment breakdown including testing. Colorado Mountain College, a Local College District, the Contractor, and sub-contractors of any tier shall be named insureds under the policy. Policy shall remain in force until acceptance of the project by CMC. Contractor is responsible for any policy deductibles.

Contractors Pollution Liability**\$1,000,000 Occurrence/\$2,000,000 Aggregate**

Vendor shall maintain Contractors Pollution Liability limits of at least \$1,000,000 per occurrence and \$2,000,000 policy aggregate. Policy to include bodily injury; property damage including loss of use of damaged property; defense costs including cost and expenses incurred in the investigation, defense or settlement of claims; and clean-up costs. Colorado Mountain College, a Local College District and its officers, board members, employees and volunteers acting in the course and scope of their duties for CMC shall be listed as additional insureds, including without limitation for Ongoing Operations and Products and Completed Operations. The insurance shall include a provision that such insurance afforded by the policy for the benefit of the additional insureds shall be primary and non-contributory to any insurance or self-insurance maintained by the additional insureds. In addition, a Waiver of Subrogation shall be issued in favor of CMC.

Additional Provisions

CMC requires that insurance carriers be licensed or approved to conduct business in the State of Colorado and have a minimum A.M. Best Rating of A- VII.

Vendor shall require in all Vendor's subcontracts, if any, the same limits and coverage required herein.

Each insurance policy shall state that CMC will receive thirty (30) days prior written notice of any cancellation, or non-renewal, of the Vendor's insurance policies. In the event Vendor's insurers are unwilling to comply with this provision, Vendor will provide the required notice to CMC. Renewal certificates should be automatically sent to CMC.

Certificate Holder:

Colorado Mountain College, a Local College District
Risk Management Department
802 Grand Avenue
Glenwood Springs, CO 81601

Questions regarding CMC's Insurance Requirements should be directed to Gina Pedrick: gpedrick@coloradomtn.edu
Phone: 970-947-8375 Fax: 970-384-8507