



**COLORADO
MOUNTAIN COLLEGE**

REQUEST FOR PROPOSAL

#875-19P

CM / GC – GOL! Gear Library

Buyer:

CMC Purchasing Department
802 Grand Avenue / Glenwood Springs, CO 81601 / bids@coloradomtn.edu

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Section I: Introduction

Colorado Mountain College (“CMC”) is a statutory local college district established in 1965. The district and service area cover 12,000 square miles in all or part of nine counties. CMC offers 77 certificates, 54 associate degrees and 5 bachelor’s degrees.

The long-standing investment from our communities allows us to keep our quality high, our tuition affordable and our access wide open. Eleven world-class mountain locations in central Colorado enable big-school opportunities in small, personal settings. Our unusually strong local partnerships create rich experiences for real-world learning and careers. The result? Proven student success that makes Colorado Mountain College a choice that’s uniquely smart. For additional information about CMC, please go to www.coloradomtn.edu.

CMC reserves the right to make multiple awards resulting from this RFP or to award no contract at all.

CMC uses the Rocky Mountain E-Purchasing System (“BidNet”) to post solicitations and any supporting or additional information, including Addenda, Bid Sheet, and awards. Proposals must be submitted prior to close on BidNet. CMC cannot accept a response that did not come through the right channel on time. Visit <http://www.bidnetdirect.com/colorado> 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.

The only exception to the use of BidNet is that all questions from potential bidders must be submitted to bids@coloradomtn.edu. Those questions will then be responded to by addendum posted to BidNet.

Please do not directly contact any member of CMC’s staff or faculty, or any member of the Selection Committee other than the Buyer listed in this document regarding this proposal. Any attempt to do so will result in your firm’s disqualification at the discretion of the Director of Purchasing and Contracts.

▶ SCOPE OF PROJECT

Colorado Mountain College’s Leadville Campus located at 901 South Highway 24, Leadville, Colorado is requesting quotes from qualified firms and/or individuals to construct the Get Outdoors Leadville (GOL!) Gear Library, an outdoor gear library for the local Leadville community. The gear library will be a freestanding pre-engineered metal building of approximately 2,000 SF for the purpose as a storage building with restrooms, small residential kitchen, and offices. The building will be adjacent to Colorado Mountain College’s (CMC) existing Climax Building on the campus in Leadville, Colorado.

▶ SPECIFICATIONS

The General Contractor’s scope of work will generally consist of the following, in addition to the terms of a CMC modified State of Colorado Construction Manager/General Contractor Agreement (State Form SC-6.4).

1. General
 - a. Regularly attend in person Owner and Design Team meetings during all phases of design and construction.

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- b. Promote the use of local labor and resources at all available opportunities.

2. Preconstruction

- a. Provide milestone cost estimate updates at 100% DDs and 100% CDs
- b. Perform interim pricing exercises for alternate design solutions, as required
- c. Provide on-going value engineering guidance to the design team
- d. Competitively bid all work on the project
- e. Agree to execute a final GMP at any stage of design at and after 100% DD.
- f. Conduct a GMP process in a completely fair and transparent manner.
- g. Candidate must demonstrate commitment to and ability to work with local subcontractors to obtain as many local bids on the project as possible.
- h. Work closely with NV5 and Design Team to establish the project schedule, and provide regular updates as design progresses.
 - Schedule will include design durations
 - Identify long lead items and critical path tasks
 - Evaluate site constraints, phasing, regulatory requirements, material and equipment deliveries, and workforce availability
- i. At each phase of design, review the documents for constructability and prepare a formal list of comments to be reviewed and coordinated with NV5 and the Design Team.
 - The sequence of construction, efficient use of materials and labor, and construction sequencing are all to be considered in this review
- j. On an on-going basis, make recommendations to the design team regarding design documentation and detailing.

3. Construction

- a. Construct the work according to the construction documents and specifications within the scheduled timeframe agreed to with the Owner.
- b. Maintain all relevant project archive records on behalf of the Owner such as meeting minutes, as-built drawings, specifications, submittals, RFI's, schedules and inspection reports.
- c. Prepare pay applications in accordance with contract requirements and break out billings by specific scopes of work and/or by buildings, if requested by the Owner, to accommodate the Owner's accounting system and possible multiple streams of revenue.
- d. Deliver a finished project with the highest quality workmanship.
- e. Maintain and be responsible for the project schedule with weekly updates for the construction team.
- f. Be responsible for the construction budget and communicate budget status to the project team on a regular basis.
- g. Be proactive throughout the construction to minimize punch list work at substantial completion.
- h. Understand construction activities will be carried out while College activities continue near occupied buildings. Security and logistical coordination will be of high importance to the Owner. At the Owner's request, all personnel working on the project site must provide the Owner with background check information. It will be the General Contractor's responsibility to provide background check information for all persons who will be present on site for the general contractor, subcontractors, and suppliers. Additionally, the candidate must be aware of prohibited items by law on College properties and take proper actions to ensure these items are not brought onto school property by employees, subcontractors and suppliers under direct supervision of the Contractor.

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4. Closeout Services
 - a. Provide warranty and closeout assistance as required in the contract documents.

▶ **TIMELINE**

- Design: Release 100% Design Development: 2/21/2020
- Construction: Target Start for Metal Building Fabrication 2/24/2020 - CMC desires to engage the metal building sub-contractor and start fabrication as soon as possible.
- Design: Release 100% Construction Documents: 4/16/2020
- Permitting: Submit for Permit (with State): 4/20/20
- Start Construction: 5/25/2020

▶ **PROPOSAL CONTENT**

The information provided herein is intended to assist Bidders with a proper response to this RFP. CMC believes that this RFP provides interested Bidders with sufficient information to submit proposals that meet minimum requirements. However, the RFP is not intended to limit a proposal's content or to exclude any relevant or essential data. Bidders 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.

Bidders shall submit the following specific information with their bid:

1. Each candidate shall prepare a fee proposal based on your proposed pre-construction and construction schedule milestones. Candidates **MUST** use and submit the workbook provided to submit the following electronically in Excel format:
 - a. **FEE & TIME COMMITMENT TAB**
 - i. Provide a Lump Sum Fee for Preconstruction Services (Reimbursable expenses are assumed to be included within the lump sum fee).
 - ii. Provide a Construction Services fee (OH&P) as a percentage of the Cost of the Work. At the point the Final GMP is established, the percentage fee will be calculated and converted to a lump sum Construction Service fee.
 - iii. Provide the Change Order Mark Up % for your firm.
 - iv. Provide the Change Order Mark Up % your firm will allow from subcontractors.
 - v. Provide your company's Bonding Capacity
 - vi. Indicate the percentage of 'contractor's contingency' your firm would include as part of a Final GMP assuming the Final GMP was executed at different phases of design (i.e. 100% DD or 100% CD).
 - vii. For each of your proposed team members, provide the amount of time they will be committed to this project, as a percentage of full-time, for each phase.

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- b. GENERAL CONDITIONS TAB
 - i. Every cell in this tab MUST be filled with a value as follows:
 - 1. A lump sum dollar value calculated based on your proposed schedule.
 - 2. “NO COST” representing there will be no cost for that item in completion of this project. Given the size and location of this project there will likely be a large number of line items for which “NO COST” is the correct input.
 - 3. “COST OF THE WORK” representing that that item will not be a fixed cost, but rather a tabulated cost of the work. This option should be used very sparingly as the Owner desires to limit their risk exposure for costs that could arguably be calculated and fixed based on the durations established in your proposed schedule.
 - ii. For the bonding and insurance line items please assume a construction budget of \$700k
 - c. CLARIFICATIONS & EXCLUSIONS
 - i. Provide any clarifications or exclusions to the fee proposal.
2. Schedule: We are asking each candidate to submit a proposed schedule they believe to be the best balance of economics, efficiency, and phasing. Preconstruction services will commence immediately upon selection through the completion of permit documents.

Section II: Timeline

- a. **JOB WALKTHROUGH.** There will be an **optional** walkthrough. See timeline below. Please note: The walkthrough will gather in the lobby of the Climax Building 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	DECEMBER 10, 2019	4:00 p.m.
Optional Pre-Proposal Walkthrough	DECEMBER 18, 2019	3:00 p.m.
Questions and Clarifications Due (send to bids@coloradomtn.edu)	JANUARY 2, 2020	2:00 p.m.
Questions Answered	JANUARY 8, 2020	4:00 p.m.
Request for Proposals (RFP) Due (http://www.bidnetdirect.com/colorado)	JANUARY 17, 2020	2:00 p.m.
Short List of Vendors Announced	JANUARY 24, 2020	4:00 p.m.
Candidate Interview (if necessary – save the date)	JANUARY 31, 2020	TBD
Target Award Date (Subject to Change)	FEBRUARY 3, 2020	4:00 p.m.

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Section III: Instructions to Bidders

- a. Bidders are encouraged to attend all job walkthroughs. 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 process 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 BidNet in one single PDF file and one Excel 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. RFP number and name as it appears on this document.
 - 3) 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.
 - 4) Each candidate shall prepare a fee proposal based on your proposed pre-construction and construction schedule milestones. Candidates MUST use and submit the workbook provided to submit the following electronically in Excel format:
 - a. FEE & TIME COMMITMENT TAB
 - i. Provide a Lump Sum Fee for Preconstruction Services (Reimbursable expenses are assumed to be included within the lump sum fee).
 - ii. Provide a Construction Services fee (OH&P) as a percentage of the Cost of the Work. At the point the Final GMP is established, the percentage fee will be calculated and converted to a lump sum Construction Service fee.
 - iii. Provide the Change Order Mark Up % for your firm.
 - iv. Provide the Change Order Mark Up % your firm will allow from subcontractors.
 - v. Provide your company's Bonding Capacity.
 - vi. Indicate the percentage of 'contractor's contingency' your firm would include as part of a Final GMP assuming the Final GMP was executed at different phases of design (i.e. 100% DD or 100% CD).
 - vii. For each of your proposed team members, provide the amount of time they will be committed to this project, as a percentage of full-time, for each phase.
 - b. GENERAL CONDITIONS TAB
 - i. Every cell in this tab MUST be filled with a value as follows:
 1. A lump sum dollar value calculated based on your proposed schedule.
 2. "NO COST" representing there will be no cost for that item in completion of this project. Given the size and location of this project there will likely be a large number of line items for which "NO COST" is the correct input.
 3. "COST OF THE WORK" representing that that item will not be a fixed cost, but rather a tabulated cost of the work. This option should be used very sparingly as the Owner desires to limit their risk exposure for costs that could arguably be calculated and fixed based on the durations established in your proposed schedule.

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- ii. For the bonding and insurance line items please assume a construction budget of \$700k.
 - c. CLARIFICATIONS & EXCLUSIONS
 - i. Provide any clarifications or exclusions to the fee proposal.
 - 5) Schedule: We are asking each candidate to submit a proposed schedule they believe to be the best balance of economics, efficiency, and phasing. Preconstruction services will commence immediately upon selection through the completion of permit documents.
 - 6) Response to Proposal Content 1 and 2 listed above.
 - 7) Minimum of three references with contact information for recent work that is similar in nature.
 - 8) Insurance certificate (For evidence of sample coverage only. Final compliant certificate to be collected from successful bidder.).
 - 9) Responses (not including Excel Fee & General Conditions Workbook) should be no longer than 25 pages.
- c. Visit the Purchasing Department's website at www.coloradomtn.edu/purchasing for additional information on doing business with CMC.
- d. Bidders 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. 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 Bidder's responsibility to view all documents posted at BidNet. Inquiries seeking information that is already available from BidNet. 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 BidNet 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 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. 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.
- i. Representations made within the proposal will be binding on Bidder. Failure to comply with the requirements contained in this RFP will result in the rejection of your proposal.
- j. Bidder recognizes and understands that any costs incurred by the Bidder from submitting a response to this RFP are the responsibility of the bidder.

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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 Bidder based on the following criteria in no order of importance:

- a. Overall quality of response and services/products proposed
- b. Company qualifications, experience and demonstration of technical and management competence
- c. Pricing provided with Fee & General Conditions Workbook
- d. References and reputation
- e. Environmental policy and “Green” initiatives, if applicable
- f. 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 Bidder'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

▶ **SUBMITTAL INSTRUCTIONS.**

All submittals must adhere to the instructions provided above to be considered by the Selection Committee.

▶ **PROPRIETARY INFORMATION.**

It is understood that CMC 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 CMC’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.

▶ **REFUSAL.**

CMC reserves the right to refuse any and/or all proposals or any part thereof.

▶ **WITHDRAW PROPOSAL.**

You may withdraw your proposal at any time prior to the date and time set for closing.

▶ **DISCUSSIONS/NEGOTIATIONS.**

CMC reserves the right to contact any Bidder for clarification of information submitted; CMC reserves the right to conduct discussions with Bidders, to accept or not accept revisions of Proposals, and to

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negotiate any point in the proposal or the subsequent contract at the sole discretion of the Director of Purchasing & Contracts.

▶ **AWARD.**

Awards shall be made to any or all responsible Bidders 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 Bidders.

▶ **PRE-AWARD PRESENTATIONS.**

The College reserves the right to require presentations from the highest-ranking Bidders, in which they may be asked to provide additional information and answer questions from the Selection Committee.

▶ **CONTRACT.**

The successful Bidder is expected to enter into a standard contract with CMC that includes standard terms and conditions. CMC may choose to add additional terms to this contract. The contract shall be construed in accordance with the laws of the State of Colorado. In the event any dispute arises hereunder, the venue for any legal proceedings shall be in Garfield County, Colorado, and vendor hereby submits and agrees to the jurisdiction of the courts therein.

▶ **INDEMNIFICATION.**

Successful Bidders 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 Bidder 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.

▶ **INSURANCE.**

Successful Bidders shall have their insurance company send the CMC Department of Risk Management a certificate of liability insurance compliant with the insurance requirements attached hereto as Exhibit B.

▶ **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.

▶ **ILLEGAL ALIENS.**

By submitting a proposal, a Bidder 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.

▶ **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

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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 Bidder

- a. By submitting a proposal, Bidder 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 Bidder in response to this RFP will not create a contract between CMC and Bidder.
- b. By submitting a proposal, Bidder offers and agrees to furnish to CMC the products and/or services described in its proposal, 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, Bidder represents and warrants that (1) Bidder is a reputable company regularly engaged in providing products and/or services necessary to meet the terms, conditions, and requirements of the RFP; (2) Bidder has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the terms, conditions and requirements of the RFP; (3) Bidder 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) Bidder 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. Bidder acknowledges that CMC will rely on such statements, information, and representations in selecting the successful Bidder. If selected by CMC as the successful Bidder, Bidder will notify CMC immediately of any material change in any matters with regard to which Bidder has made a statement or representation or provided information.
- d. By submitting a proposal, Bidder agrees to be in compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.

Colorado Mountain College Insurance Requirements

All vendors/companies/groups (herein referred to as "Vendor") providing services to or doing business with Colorado Mountain College, a Local College District ("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

Minimum Limit

Commercial General Liability (CGL)

**\$1,000,000 Occurrence/\$2,000,000 aggregate
\$2,000,000 Products / Completed Operations aggregate**

The Vendor shall maintain CGL coverage for itself and all additional insureds for the duration of the services performed for CMC and 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 affiliates shall be listed as an additional insured, 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 affiliates shall be listed as an additional insured. The insurance shall provide 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 maintained by the additional insureds. In addition, 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 complete a Declaration of Independent Contractor Status form.

Additional Provisions

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

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, non-renewal, or material alteration of the Vendor's insurance policies. 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:
gpedrick@coloradomtn.edu Phone: 970-947-8375