



**REQUEST FOR PROPOSAL  
For  
Construction Management/General Contractor  
Services  
For  
Manitou Springs Library**

**PIKES PEAK LIBRARY DISTRICT  
Colorado Springs, CO**

**PPLD RFP # 490-20-02**

The Pikes Peak Library District (PPLD) invites qualified General Contractors (The Firm or Contractor) to submit a response to a Request for Proposal for construction management/general contractor services (CMGC) for relocation of Manitou Springs Library to the Manitou Art Center (MAC), located at 513 and 515 Manitou Ave, Manitou Springs, Colorado, 80829.

Proposal deadline is **2 p.m. MST on Friday, October 2<sup>nd</sup>, 2020**

## Table of Contents

I. Terms & Conditions.....	2
II. Proposal Submission, Selection, and Contract Formation .....	3
III. Scope of Work .....	6
A. Pre-Construction Services .....	6
B. Construction Services: .....	6
C. Post Construction Services .....	6
D. Firm Responsibilities: .....	7
E. Scheduling .....	7
IV. Vendor Qualification and Information.....	8
V. Pricing.....	9
ADDENDUM A.....	10
ADDENDUM B.....	12

## I. Terms & Conditions

### A. General Terms and Conditions

1. Purpose: PPLD is seeking a skilled, professional and dedicated firm for assistance in tenant improvements for PPLD relocation from Manitou Springs Library to the Manitou Art Center (MAC), Colorado. The selected firm will provide limited tenant improvements for space leased at 513 and 515 Manitou Ave, Manitou Springs, Colorado, 80829.

Design Edge Architects has been selected to provide design services for this project.

2. Interested Parties: All interested firms that have the qualifications as stated herein, and are licensed to operate within El Paso County and the State of Colorado, are invited to submit a proposal in accordance with the terms, conditions, and specifications contained herein. An electronic version of this document can be accessed at: <http://ppld.org/request-for-proposals> .
3. Sole Point of Contact: Questions and requests for clarification may be sent to Loyd Neal at 719- 531-6333 ext. 6150, or at [lneal@ppld.org](mailto:lneal@ppld.org) no later than Tuesday, 29 September 2020. Please include the RFP number, title, and words “question” and/or “clarification” in the subject line of the e-mail.

Questions and requests without this subject identification may be considered routine emails and may not be properly addressed.

All answers to questions and requests for clarification will be posted on the PPLD website: <http://ppld.org/request-for-proposals> .

Any PPLD response that is considered to be a change in the terms, conditions, and specifications of this RFP will be published as an addendum. No communications of any kind may be considered as a change to the terms, conditions, and specifications in this RFP unless posted as a formal addendum on the link above.

4. Expenses: PPLD assumes no liability for payment of expenses incurred by proposers in the preparation and submission of proposals in response to this invitation.
5. Conflict of Interest: Any contractual relationship with any PPLD personnel in the twelve (12) months preceding the distribution of this RFP, or any similar or potential conflicts of interest, may, at the sole discretion of PPLD, be grounds for rejection of the proposal and/or termination of any contract awarded.
6. Equal Opportunity: The Contractor agrees not to refuse to hire, discharge, promote, or demote, nor to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability.
7. Immigration Clause: The Firm is aware of Colorado’s Immigration /Illegal alien laws pertained to public contracts. Addendum B - Immigration Clause for Contracts (Colorado Statute 8-17.5-102) must be signed and attached.
8. Governing Law: The laws of the State of Colorado shall govern any contract executed between the successful proposer and PPLD. Further, the place of performance and transaction of business shall be deemed to be in the County of El Paso, State of Colorado, and in the event of litigation, the exclusive venue and place of jurisdiction shall be the State of Colorado, and more specifically, El Paso County, Colorado.

9. RFP Schedule:

RFP released .....	September 16, 2020
RFP final questions due to PPLD .....	September 24, 2020
Deadline for final questions to be answered by PPLD .....	September 29, 2020
Proposals due .....	2 pm, October 2, 2020
Board Review and Decision.....	October 28, 2020
Award Notification .....	on or about October 28, 2020

**II. Proposal Submission, Selection, and Contract Formation**

**A. Proposal Submission**

1. Substantive proposals: By submitting a proposal, the proposer guarantees that:
  - a. its proposal is genuine and is not made in the interest of, or on behalf of, any undisclosed person, firm, or corporation;
  - b. it has not directly or indirectly induced or solicited any other respondent to put in a false or sham bid;
  - c. it has not solicited or induced any other person, firm, or corporation from proposing;
  - d. it has not sought by collusion to obtain for itself any advantage over any other proposer or over PPLD.
  
2. Submission Information and Documents: The proposal must be comprehensive and address all RFP requirements. To assure that the information provided can be readily identified, the proposal must include, but not limited, to the submission of the following signed documents:
  - a. Addendum A- PROPOSAL COVER SHEET
  - b. Addendum B- IMMIGRATION CLAUSE FOR CONTRACTS
  - c. Response to all elements requested in:
    - Section II. Proposal Submission
    - Section III. Scope of Work
    - Section IV. Vendor Qualification and Information
    - Section V. Pricing

Proposer will provide a response following each numbered or lettered item of Sections II, III, IV, and V. The response must be in the same format and sequence as in the RFP. Every item requires either a complete response, or one of the phrases “Comply”, “Not comply”, “Not applicable” followed by explanation.  
Proposer will include description, tables when required, and any additional clarifying information regarding the project, such as appendices, charts, diagrams, etc..
  
3. Signatures: The proposal must be signed by an officer of the proposing firm.
  
4. Exceptions and Deviations: Any exception to or deviations from these Terms & Conditions must be identified, in writing, on an attachment to the proposal submission. PPLD reserves the right to accept or reject, at its sole discretion, any exceptions or deviations by the proposer.
  
5. Integration with Contract: The winning proposal will be included and integrated into the final contract documents.
  
6. Proposal Submission: Proposals are to be submitted in sealed envelopes, identified with the proposal number and title with all attachments. See the Schedule of Events for due dates. Vendors must submit one (1) hard copies and soft copy (i.e., flash drive, magnetic media, etc.) of the Proposal to:

Pikes Peak Library District  
 Attn: Loyd Neal  
 Facilities Project Manager  
 RFP # 490-20-02  
 1175 Chapel Hills Drive,  
 Colorado Springs, CO, 80920

Additional copies may be requested by Pikes Peak Library District. Pikes Peak Library District is not liable for any cost incurred by prospective respondents prior to the issuance of contract(s).

The deadline (firm) is Friday, October 2<sup>nd</sup>, 2020, no later than 2 pm local time. Proposals delivered after that time will be received, but will be rejected for being late.

A complete submission includes all required components, as stated in this document.

7. Withdrawal of Proposal: A Proposer may withdraw its own proposal at any time prior to the proposal due date and time as identified herein. After that date and time, no proposal may withdraw its proposal for any reason. All proposals shall be valid for a period not less than 90 calendar days after the proposal due date.
8. Subcontracting: The Contractor shall be responsible for the performance of all of its sub-contractors, sub-sub-contractors, and consultants. The use of specific sub-contractors and consultants is subject to the approval of PPLD. The Contractor is responsible for ensuring that all sub-contractors and consultants comply with all the terms of the Contractor's contract with PPLD.

If the Contractor uses subsidiary companies, explain their role and how they will be involved in this project

9. Insurance Requirements: The successful proposer shall have, at the minimum, the following coverage: commercial general liability, automobile liability, excess liability, and worker's compensation liability. The Firm shall submit in their proposals, ACORD certificates and/or other proof of the following insurances:

- a. General Liability \$1,000,000
- b. Automobile Liability \$1,000,000
- c. Excess (umbrella) Liability \$1,000,000
- d. Per Truck \$100,000
- e. Per Occurrence \$1,000,000
- f. Worker's Compensation liability that meets statutory requirements.

10. Indemnification: The proposer agrees to, and shall, defend, release, and indemnify, and save and hold harmless PPLD, its officer, agents, and employees from and against any and all damages to property or injuries to or death of any person or persons, including property and officers, employees, and agents of PPLD, and further agrees to, and shall, defend, indemnify, and save and hold harmless PPLD, its officers, agents, and employees, from and against any and all claims, costs, demands, liabilities, suits, actions, causes of action, and other legal or equitable proceedings of any kind or nature whatsoever, of or by anyone whomsoever, including, but not limited to claims arising out of and/or predicated upon negligence, breach of contract, tort, or strict liability, in any way resulting from, connected with, or arising out of the Contractor's operations or performance in connection herewith, including operations or performance of subcontractors and suppliers and acts or omissions of officers, employees, or agents of the Contractor or its subcontractors or suppliers.

11. Schedule: By submitting a proposal, the proposer guarantees that it will be able to comply with the overall elements of the project calendar, or must indicate an alternative timeline in the proposal, which will be vetted by PPLD, as to its feasibility and acceptability.
12. Continuity: By submitting a proposal, the proposer will make its best efforts to ensure that the key team member(s) remain assigned to the PPLD's project for the duration of contract. Any changes to the staffing of this engagement must be discussed up front with PPLD personnel.

## **B. Selection**

1. Right of Acceptance and Rejection: PPLD reserves the right to accept or reject any or all proposals and to waive any formalities, informalities, and deviations, which, in its opinion, best serve the interests of PPLD. PPLD is not bound to accept the lowest priced proposal.
2. Selection: It is the intent of PPLD to select only responsible and responsive firms. Bidder's proposal should include the most favorable terms and conditions.
3. Negotiation: PPLD reserves the right to negotiate terms and conditions of the contract with the winning vendor.
4. Basis of Award: An evaluation team will judge the merit of proposals received in accordance with the general criteria defined within this RFP. The recommendations of this team will be forwarded to the Board of Trustees for approval and execution. The following criteria will be taken into consideration when making evaluations of proposals. This list is not intended to be exhaustive:
  - a. Completeness of Proposal
  - b. References
  - c. Pricing
  - d. Quality of Services
  - e. Firm Qualifications and History
  - f. Any other items deemed in the best interests of PPLD

## **C. Contract Formation**

1. Agreement in Writing: Following selection of a proposal, the vendor will be required to enter into a written contract with PPLD.

The winning Bidder's RFP proposal will be included and integrated into the final contract documents. It is in the Bidder's best interest to ensure the proposal is accurate to allow for the integration with minimal changes.

If you have a formal or standard contract that you typically use with such projects, please attach a copy to this Proposal.

If, in PPLD's sole discretion, the selected proposer has not executed the contract documents within a reasonable time after selection, PPLD reserves the right to rescind the award and select another contractor.

2. Amendments to Contract: Parties hereto reserve the right to make amendments or modifications to the contract by written amendment signed by both parties.
3. Termination of Contract for Cause: If, through any cause, the successful Bidder shall fail to fulfill in a timely and proper manner its obligations or if the successful Bidder shall violate any of the covenants, agreements or stipulations of the Contract, PPLD shall thereupon have the right to terminate the Contract by giving written notice to the successful Bidder of such termination and specifying the effective date of termination. In that event, all finished or unfinished services, reports or other materials prepared by the successful Bidder shall, at the option of PPLD, become its property, and the successful Bidder shall be entitled to receive just, equitable compensation for any satisfactory work completed, prepared documents or materials as furnished. Notwithstanding the above, the successful Bidder shall not be relieved of liability

to PPLD for damage sustained by PPLD by virtue of breach of the Contract by the successful Bidder and PPLD may withhold any payments to the successful vendor for the purpose of set offer until such time as the exact amount of damages due PPLD from the successful Bidder is determined.

4. Termination of Contract for Convenience: PPLD may terminate the Contract at any time by giving written notice to the successful vendor of such termination and specifying the effective date thereof, at least thirty (30) working days before the effective date of such termination. In that event, all finished or unfinished services, reports, material(s) prepared or furnished by the successful Bidder under the Contract shall, at the option of PPLD, become its property.
5. Cancellation: Either party may cancel the Contract in the event that a petition, either voluntary or involuntary, is filed to declare the other party bankrupt or insolvent or in the event that such party makes an assignment for the benefit of creditors.

### III. Scope of Work

#### A. Pre-Construction Services

1. The CMGC will participate as a team member along with the PPLD, architect and the design consultants, and will attend all meetings as needed.
2. Cost Estimating, Scope Management and Value Engineering: The CMGC will provide services to monitor the project budget, and it will prepare a cost estimate based on the architectural drawings and specifications.
3. Sequencing of Construction: The CMGC will prepare a schedule of construction activities. The CMGC will work with PPLD to create a final project schedule that will secure competitive pricing and perform the construction in a cost effective and timely manner in accordance with the attached architectural drawings.
4. Procurement Process: The CMGC will develop and recommend a procurement process for all trade work, materials and equipment that will result in the development of the Guaranteed Maximum Price (GMP). The CMGC will be responsible for developing all necessary scope of work and bid forms, contacting potential bidders, conduct the bidding and present the final bid tabulation for each section or the work for the approval by PPLD. Minimum three (3) bids are required from subcontractors for each service that will exceed \$10,000. The CMGC will secure all necessary building permits for the workings.

#### B. Construction Services:

Provide construction services from the execution of a Notice to Proceed with Construction through Final Completion of Construction in accordance with the approved GMP and final construction schedule.

The construction services will include but will not be limited to:

1. Project management, and on site supervisions and coordination.
2. Monitor and control the project schedule
3. Quality Control and safety inspections
4. Monitor and control project costs
5. Mediate and problems that arise between project participants

#### C. Post Construction Services

Perform such post-construction services as necessary to ensure successful issuance and closeout of the all required certificates and permits and perform such warranty work as required.

The services will include:

1. Manage post construction phase

2. Obtain of certificate of occupancy as necessary
3. Prepare, distribute and insure timely completion of punch list
4. Obtain all required close out documents
5. Oversee training in equipment utilization
6. Provide as-builts
7. Conduct warranty walk-through.
8. Provide architect with redline drawings/documentation to complete record drawings, “as built.”

**D. Firm Responsibilities:**

1. Building 513 first floor Area of Work (Exhibit A, see attached)
2. Building 515 first floor Area of Work (Exhibit B, see attached)
3. Building 515 Second floor Area of Work (Exhibit C, see attached)

**E. Scheduling:**

Contractor shall work closely with the Facilities Project Manager in planning and scheduling of this work. Contractor will provide durations of all activities, lead times for material not readily available, breakout of project phasing (if required) and enough detail to illustrate the overall plan to successfully execute the project. The Contractor can assume Working Hours are: 8AM- 5PM Monday through Friday. The contractor will include in their proposal all necessary weekend, off-hours, overtime, shift work, expediting of materials, quick ship costs and trade supplementation required.

**Current Available Budget for Construction Costs: \$173,756**

**\*\*\*Target Completion: December 1, 2020 or sooner. Firm schedule will be coordinated between awarded contractor and PPLD Facilities Project Manager.**

**\*\*\*\*Special Instructions\*\*\*\*** Due to the current COVID-19 pandemic All staff and contractors are asked to wear masks and adhere to a 6 ft. social distancing practice while work is conducted at all PPLD libraries and its branches. This will remain in effect indefinitely as the PPLD begins to return to normal operations.

**Important Note: Please Provide a General Conditions statement with your returned proposal and a breakdown of all associated fees.**



#### **IV. Vendor Qualification and Information**

The following information and documents must be included in submitted proposal:

1. Provide the name of the proposing firm, address, telephone and primary contact person.
2. Include an affirmative statement that the firm is licensed in the State of Colorado.
3. State the size of the firm and provide a firm history summary.
4. Describe your organization's qualifications and experience. If you have experience with PPLD Libraries, describe your current or past relationship. Describe any similar projects performed by your organization.
5. List of current and recent clients during the past five years. This should include the firm name, type of equipment and services provided, and contact information. Include any other information you consider appropriate for purposes of this RFP.
6. Provide a list of three (3) companies for whom the firm has recently provided similar services. Please include company's size, type of services, and name and telephone number of contact person.
7. Provide references from minimum three (3) recent similar projects including name, telephone number and a brief statement describing their association with your firm. References from clients of a similar type and scope to the PPLD are preferred, (e.g., other library, educational or public sector clients). References from the Colorado Front Range are also preferred.
8. Provide a list of individuals to be assigned to this project and a brief qualification statement.
9. Provide the resume of the Project Manager that will be assigned to overall contract and project responsibility for the PPLD project.
10. Describe your organization's philosophy for servicing a client and commitment to customer service and quality assurance. Describe the quality control procedures you have in place.
11. Provide any other information that you feel should be considered in the selection process.

**V. Pricing**

**Important Note:** Please Provide a General Conditions statement with your returned proposal and a breakdown of all associated fees.

List all fees, whether flat-rate or percentage based, and any known reimbursable items and services as they pertain to the project scope and attached drawings and specifications. Please be certain to clarify any ambiguities in your cost schedule.

**1. Construction Services:**

<b>Service Type</b>	<b>Percentage Construction Budget</b>	<b>Flat Fee</b>	<b>Reimbursable (Please List)</b>
Pre-construction Services			
Construction Services			
Post Construction Services			
Indirect construction cost - General Conditions - Insurance - Building permit and Plan - Other (Please list)			
Contingency			
CMGC profit			
Other costs (Please List)			

**ADDENDUM A  
PROPOSAL COVER SHEET**

**PIKES PEAK LIBRARY DISTRICT  
RFP #490-20-02**

**I. GENERAL INFORMATION**

- 1. FIRM NAME \_\_\_\_\_
- 2. ADDRESS \_\_\_\_\_  
\_\_\_\_\_
- 3. PHONE \_\_\_\_\_
- 5. E-MAIL AND WEBSITE \_\_\_\_\_
- 6. CONTACT \_\_\_\_\_

**II. STATEMENT OF MINIMUM QUALIFICATION**

I, \_\_\_\_\_ (printed name) hereby declare

that I am the \_\_\_\_\_ (title) of

\_\_\_\_\_ (name of firm) submitting this profile and declaration, and that I am duly authorized to sign this profile and declaration on behalf of the above named firm. All information set forth in this profile and declaration and all attachments hereto are, to the best of my knowledge, true, accurate, and complete as of the submission date.

The signer further certifies that (please initial):

- a. \_\_\_\_\_ The Firm has carefully examined all instructions, requirements, specifications, and terms and conditions of the RFP for which this proposal is submitted. The Firm understands all instructions, requirements, specifications, and terms and conditions of this RFP, and hereby offers and proposes to furnish the goods and services described herein at the prices, fees, and/or rates identified in this proposal, in accordance with the instructions, requirements, specifications, and terms and conditions of this RFP.
- b. \_\_\_\_\_ This proposal is a valid and irrevocable offer that will not be revoked and shall remain open for the PPLD's acceptance for a period of ninety (90) calendar days from the proposal due date.
- c. \_\_\_\_\_ The Firm is in full compliance with all applicable federal, state, and local laws, rules, regulations, and ordinances governing business practices.
- d. \_\_\_\_\_ All statements, information, and representations prepared and submitted in this proposal are current, complete, true, and accurate.

- e. \_\_\_\_\_ Submission of this proposal indicates the signer's acceptance of the evaluation technique and that some subjective judgments may be made by PPLD as part of the evaluation.
- f. \_\_\_\_\_ The Firm has to provide proof of all required insurance coverage.
- g. \_\_\_\_\_ A list of exceptions and deviations (if any) is attached.
- h. \_\_\_\_\_ A proof of eligibility to operate in El Paso County and the State of Colorado is attached.
- i. \_\_\_\_\_ There have been no claims, litigation, or other issues filed or pending against our firm in the past 5 years except as listed below.
- j. \_\_\_\_\_ The Firm is aware of Colorado's Immigration / illegal alien laws pertaining to public contracts. Addendum B (Colorado Statutes 8-17.5 – 102) is signed and attached.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**ADDENDUM B  
IMMIGRATION CLAUSE FOR CONTRACTS**

**PIKES PEAK LIBRARY DISTRICT  
RFP 490-20-02**

Pursuant to Colorado Revised Statutes Section 8-17.5-102, the Pikes Peak Library District (“PPLD”) shall not enter into or renew a public contract for services with a contractor who knowingly employs or contracts with an illegal alien to perform work under the contract or who knowingly contracts with a subcontractor who knowingly employs or contracts with an illegal alien to perform work under the contract.

Accordingly, Contractor agrees that it shall not:  
Knowingly employ or contract with an illegal alien to perform work under this Agreement; or  
Enter into a contract with a subcontractor for work under this Agreement 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 Agreement.

Further, Contractor agrees that it shall comply with the following:  
Contractor has confirmed the employment eligibility for all employees who are newly hired for employment to perform work under this Agreement through participation in either the e-verify program administered jointly by the U.S. Department of Homeland Security and the Social Security Administration (the “E-Verify Program”) or the department program administered by the Colorado Department of Labor and Employment (the “Department Program”).

Contractor shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while the services under this Agreement are being performed. Should Contractor obtain actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Contractor shall:  
Notify the subcontractor and PPLD within three days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

Terminate the subcontract with the subcontractor if, within three days of receiving the notice, the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if, during such three days, the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

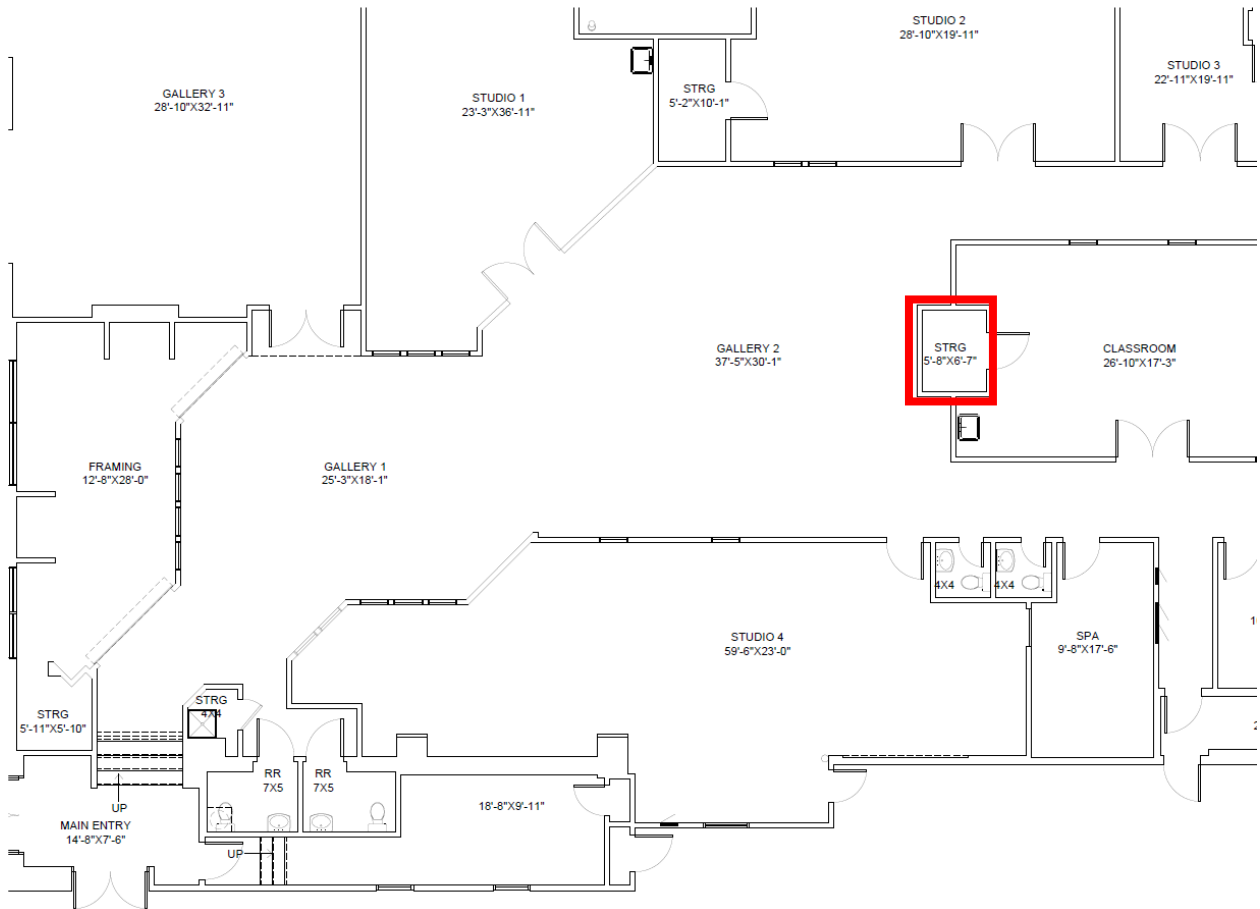
Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment (the “Department”) made in the course of an investigation that the Department may undertake pursuant to its authority under Colorado Revised Statutes Section 8-17.5-102(5).

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

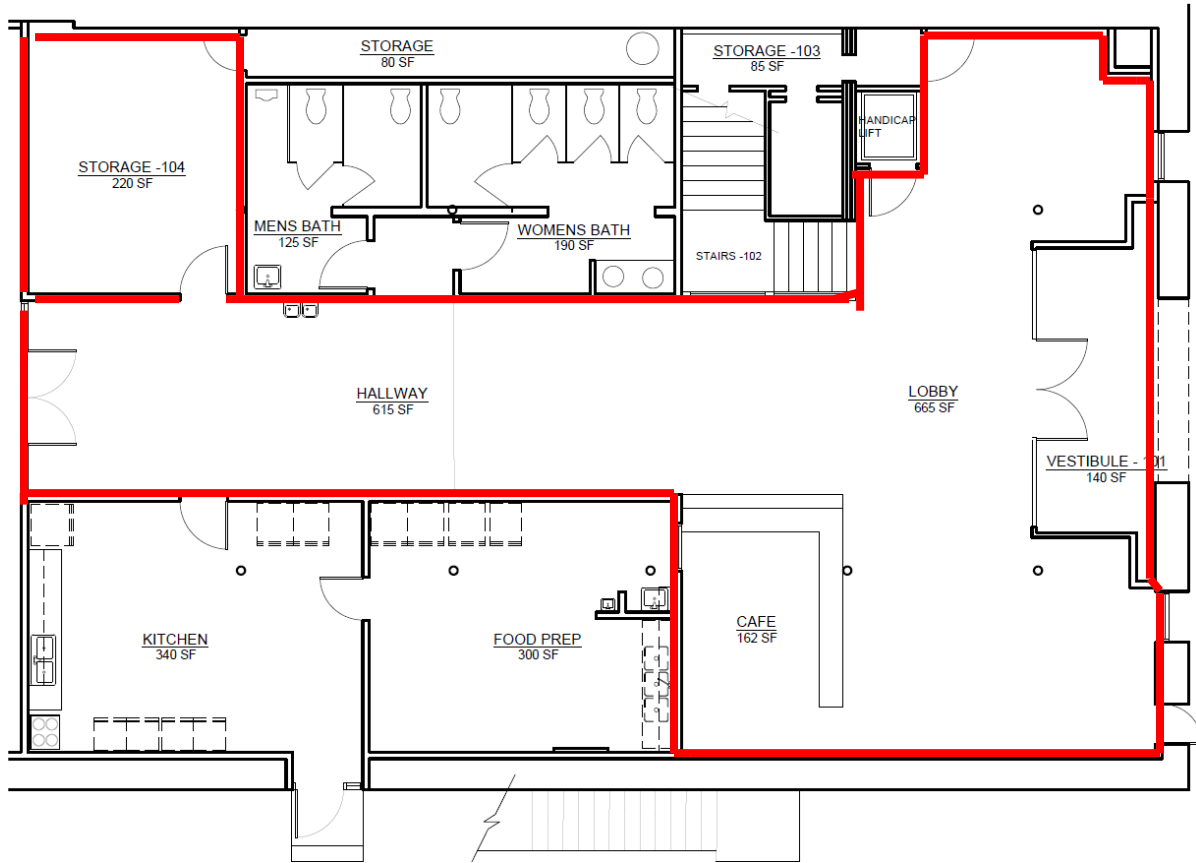
**Exhibit A**

**Building 513 Work Area Marked in Red**



**Exhibit B**

**Building 515 1<sup>st</sup> Floor Work Area Marked in Red**



**Exhibit C**

**Building 515 2nd Floor Work Area Marked in Red**

