

**REQUEST FOR PROPOSAL**  
**For**  
**CONSTRUCTION MANAGEMENT/GENERAL**  
**CONTRACTOR**

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

**PPLD RFP # 490-18-02**

The Pikes Peak Library District invites qualified general contractors to submit a response to a Request for Proposal (RFP) for a Construction Management/General Contractor (CMGC). PPLD is seeking a skilled, professional and dedicated firm for an upcoming library project that includes building specific improvements for the Penrose Library, 1905 Carnegie Library, and the Knights of Columbus Hall located in downtown Colorado Springs, CO.

Humphries Poli Architects has been selected to provide design services for this project. It is our expectation that the chosen firm will collaborate with Humphries Poli Architects during the design development phase, procurement phase, construction and post-construction phases.

Proposal deadline is: **2:00 p.m., Friday, May 18, 2018**

## **I. Terms & Conditions**

### **A. General Terms and Conditions**

1. **Purpose:** This RFP is seeking proposals from qualified general contractor firms to provide Construction Management/General Contractor (CMGC) services for the Penrose Library, 1905 Carnegie Library, and the Knights of Columbus Hall. The Contractor shall work collaboratively with Humphries Poli Architects and PPLD staff to design and construct/alter specific building elements to improve overall operations of the library.
2. **Interested Parties:** All interested firms 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 clarifications regarding this RFP must be addressed, in writing or email, to **Gary Syling, Chief Facilities Management Officer at Pikes Peak Library District, 1175 Chapel Hills Drive, Colorado Springs, CO 80920, or gsyling@ppld.org**. Questions and requests for clarifications may be sent via email, provided that the RFP number, Title, and the words “question” and/or “clarification” are identified in the subject area of the email. Questions and requests without this subject identification may be considered routine emails, and may not get properly addressed.

All questions and requests for clarification will be responded to either in writing or by email to all proposers. Any responses by the PPLD that are considered to be a change in the terms, conditions, and specifications of this RFP will be sent by written addendum. No communications of any kind may be considered a change to the terms, conditions, and specifications in this RFP unless received by the proposers via formal written addenda.

**Gary Syling, PPLD Chief Facilities Management Officer, is considered the sole point of contact** with regard to this RFP. No communication from any other source shall be considered by the proposer(s) as valid information with regard to these terms, conditions, and specifications.

4. **Tax Exemption:** PPLD, as a local government entity, is exempt from sales and use taxes. Bidders shall inform all prospective subcontractors and suppliers from whom they expect to obtain services or supplies of the tax-exempt status of PPLD. Following the contract award, an exemption certificate will be furnished by PPLD if the contractor requests.
5. **Expenses:** The PPLD assumes no liability for payment of expenses incurred by proposers in the preparation and submission of proposals in response to this invitation.
6. **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 the PPLD, be grounds for rejection of the proposal and/or termination of any contract awarded.
7. **Non-Discrimination:** 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.

- 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. **General Contractor RFP Schedule:**

RFP Let..... Wednesday, April 11, 2018  
 Mandatory Pre-Proposal Meeting .....9:00 a.m. on Friday, April 20, 2018  
 Deadline for final questions .....Friday, May 4, 2018  
 Questions will be addressed ..... Monday, May 7, 2018  
 Proposals due ..... 2:00 p.m., Friday, May 18, 2018  
 Interviews, as necessary ..... Week of May 21, 2018  
 Board Review and Decision ..... Tuesday, June 12, 2018  
 Award notification..... on or about Wednesday, June 13, 2018

*(At least one member of the proposing team must attend the Pre-Proposal Meeting)*

10. **Tentative General Timeline:**

Programing and Schematic Design ..... May 2018  
 Design Development.....June 2018  
 Final Preparation of Construction Documents.....July 31, 2018  
 Construction..... August – October 2018

**B. Proposal Preparation:**

- 1. **Mandatory Pre-Proposal Meeting:** A pre-proposal meeting will be held on **Friday, April 20, 2018 at 9:00 a.m.** at the Knights of Columbus Hall, 25 W. Kiowa St., Colorado Springs, CO 80903. Attendance is mandatory for all proposers. No proposals will be accepted from teams who did not have a representative in attendance.

**NOTE: Please park in the west (lower) parking lot of the Penrose Library and enter Knights of Columbus Hall at the south entrance.**

- 2. **Site Tours:** A site tour of the Penrose Library Campus will occur immediately following the pre-proposal meeting. One representative of the proposing team is required to attend this tour.
- 3. **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.
- 4. **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; and (d) it has not sought by collusion to obtain for itself any advantage over any other proposer or over PPLD.

5. **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.
6. **Insurance Requirements:** The successful proposer shall have the following insurance coverage. Proposers shall submit in their proposals, ACORD certificates and/or other proof of the insurances:
  - a. Worker's Compensation in compliance with the requirement of the State of Colorado,
  - b. Errors and Omissions Insurance.
  - c. Liability Insurance in the amount of no less than \$1,000,000 per occurrence.
7. **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.
8. **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.
9. **Continuity:** By submitting a proposal the proposer guarantees that the key team members, including consultants and sub-contractors, if any, will remain assigned to PPLD's project for its duration.
10. **Proposal Submissions:** The proposal must be comprehensive and address all elements requested in Section II Scope of the Project. 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- CHECKLIST, QUESTIONNAIRE, AND PRICING
  - c. Addendum C- IMMIGRATION CLAUSE FOR CONTRACTS

The following information must be included in the proposal submission:

- a. Name of company or companies, including address, telephone number, email address, website URL, and contact person's name
- b. Evidence of Workers' Compensation Insurance
- c. Evidence of Errors & Omissions Insurance
- d. Evidence of Liability Insurance in the amount of no less than \$1,000,000 per occurrence

- e. List of exceptions and deviations (if any)
- f. Proof of Eligibility to work in State of Colorado
- g. Resumes for management team who will be assigned overall contract and project responsibility for the PPLD project.
- h. **References:** References from three (3) or more recent projects of similar scope and type, particularly libraries.
- i. **Fees:** State your proposed fees to complete the described services, including any and all fees, whether flat rate or percentage based, and identifying any specific reimbursables.
- j. Provide your best assessment of the budget, as presented in this proposal, for all portions of the project.

The current funds available for this project Including design, construction and FF&E:

**\$1,215,000.00**

- k. **Claims/Litigation:** List any claims, litigation, or other issues filed or pending against your firm in the past 5 years.

*(All of the items listed above under Section 10 point a through k are specifically addressed in Addendums A and B of this RFP).*

11. **Signatures:** The proposal must be signed by an officer of the proposing company.
12. **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.
13. **Proposal Submissions:** A total of six (6) hard copies and a thumb-drive containing an electronic copy of you proposal must be submitted to the attention of Mike Varnet, PPLD Chief Financial Officer at the east entry Information Desk at Library 21c located at 1175 Chapel Hills Drive, Colorado Springs, Colorado 80920. The deadline (firm) is Friday, May 18, 2018, no later than 2 p.m. MDT. 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.

#### **B. Selection Provisions:**

1. **Selection:** It is the intent of the PPLD to select only responsible and responsive firms.
2. **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 the PPLD. PPLD is not bound to accept the lowest priced proposal.
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 invitation. 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. Background and Experience
  - d. Fees
  - e. Proposed process and approach
  - f. Any other items deemed in the best interests of PPLD.
5. **Contract Formation:** Following selection of a proposal, the CMGC will be required to enter into a written contract with PPLD.

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.

6. **Cancellation:** PPLD reserves the right to cancel the contract, in whole or in part, due to failure of the project team to carry out any term, promise, or condition of the contract. PPLD will issue a written notice of default for acting or failing to act, in the opinion of PPLD, as in any of the following:
- a. Failure to perform adequately the services required by the contract
  - b. Failure to perform the required work within the time stipulated in the contract, unless mutually agreed in writing otherwise

In the event of cancellation, the architect will be provided a reasonable opportunity to correct the default prior to the exercise of the above mentioned remedies.

## **II. Scope of the Project**

Provide Construction Management/General Contractor (CM/GC) services to PPLD for the purpose of accomplishing specific building improvements as noted below. Contractor shall work collaboratively with Humphries Poli Architects and PPLD staff to design specific elements to improve overall operations of the library. This shall include required design, assistance with post design and construct/alter specific building elements to improve overall operations of the library.

### **A. Purpose:**

#### **1. Penrose:**

- a. Large meeting room space in lower level of facility (possibly 2,500-3,000 square feet. Exact square footage TBD) capable of being divided into two meeting venues.
  - Equipped with operable partition.
  - To include audio/video systems to support each room when partition is deployed. Two (2) total audio/video (A/V) systems.
  - Surveillance System. Open system architecture (integrated with existing system).
  - Storage space for meeting room equipment/furnishings.
- b. Office spaces to house library security team, social worker and circulation services supervisor.
  - Security office (possibly 110-120 square feet) to include counter space for computers (3), power/data, possible one-way viewing window, movable storage and blackout window coverings for exterior windows.
  - Social worker office (possibly 100-110 square feet) to include power/data, desk/chairs, movable storage and blackout window coverings for exterior windows.
  - Common wall (exterior) to offices to include standing height counter and above counter power for four (4) patron charging stations.

- Circulation Services Supervisor office (possibly 90-110 square feet) to be located on upper level. Glass walls are an option.
    - c. Circulation desk and information desk merge and self-check area.
      - Demolish existing security desk/counter to wall (counter, cabinetry and public address station anchored at wall to remain).
      - Add cabinet doors to three (3) sections of existing built-in shelving units.
      - Provide power/data floor boxes as required for reconfiguration.
      - Provide through-wall book drops (2) in south wall. Penetrations currently exist.
    - d. Children's area desk reconfiguration
      - Demolish existing built-in service desk.
      - Provide power/data reconfiguration. New floor box additions possible.
      - Provide and coordinate purchase and installation of new service desk area furnishings and storage (furniture plan currently exists)
- 2. 1905 Carnegie:**
- a. Provide additional power/data to reading room
  - b. Provide UV window film application to windows in reading room. Film must be approved by Special Collections and State Historical Fund.
  - c. Provide carpet replacement in reading room.
  - d. Coordination and integration of all technology as necessary. Data circuit design will include specifications, drawings and cost estimates.
- 3. Knights of Columbus Hall:**
- a. Provide improvements to facility for the purpose of gaining a partial Change of Occupancy to A-3, Assembly. A Change of Occupancy Study conducted by Humphries Poli Architects P.C. is provided herein for your review and consideration. Evaluate and verify with the Pikes Peak Regional Building Department
  - b. Coordination and integration of all technology as necessary. Telecommunications (data services, phone service, etc.) will include specifications, drawings and cost estimates.

**B. Scope of Services:**

**1. Pre-Construction Services**

- a. The CMGC will participate as a team member along with PPLD, architect and design consultants, and will attend all meetings and design sessions as needed.
- b. Schematic Design Cost Estimating, Scope Management and Value Engineering: the CMGC will prepare a cost estimate based on the Schematic Design package, and will provide a complete review and comparison with the Architect's cost estimates. The CMGC will be expected to identify and present scope adjustment and value engineering or cost reduction ideas generated during the estimating process, as needed. The CMGC will work with the Architect and PPLD to develop a scope of work that fits within the PPLD's budget.
- c. Design Development 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 Design Development.
- d. The CMGC will participate in evaluating sustainable design initiatives during the design phase and construction phase of the project.
- e. Sequencing of Construction: The CMGC will prepare a schedule of

construction activities. The CMGC will work with PPLD and architect to create a final project schedule that will secure competitive pricing and perform the construction in a cost effective and timely manner.

- f. 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 work. PPLD will consider pre-selection of major sub-contractors including mechanical and electrical. The CGMC will work with the Library to develop a satisfactory process to select these team members based on competitive budget pricing and qualifications.

## **2. 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:

- a. Project management and on site supervision and coordination,
- b. Monitor and control the project schedule,
- c. Quality control and safety inspections,
- d. Monitor and control project costs,
- e. Mediate any problems that arise between project participants.

## **3. 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:

- a. Manage post construction phase
- b. Obtain of certificate of occupancy
- c. Prepare, distribute and insure timely completion of punch list
- d. Obtain all required close out documents
- e. Oversee training in equipment utilization
- f. Provide operation manuals, as-builts etc.
- g. Conduct warranty walk-through.
- h. Provide architect with redline drawings/documentation to complete record drawings, "as builts."



**ADDENDUM A  
PIKES PEAK LIBRARY DISTRICT  
RFP #490-18-02  
PROPOSAL COVER SHEET**

**I. GENERAL INFORMATION**

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

**I. 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 Company has carefully examined all instructions, requirements,  
specifications, and terms and conditions of the RFP for which this proposal is submitted.  
The company understands all instructions, requirements, specifications, and terms and  
conditions of the 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 the 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 Company 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 the PPLD as part of the evaluation.

f. \_\_\_\_\_ The company has the following insurance coverage:  
- Workers’ Compensation Insurance  
- Errors & Omissions Insurance is attached.  
- Liability Insurance in the amount of no less than \$1,000,000 per occurrence.

Evidences of these three insurances are attached.

g. \_\_\_\_\_ A list of exceptions and deviations (if any) is attached.

h. \_\_\_\_\_ A proof of eligibility to work in State of Colorado is attached.

i. \_\_\_\_\_ There have been no claims, litigation, or other issues filed or pending against our company in the past 5 years except as listed below.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

j. \_\_\_\_\_ The Company is aware of Colorado’s Immigration / illegal alien laws pertaining to public contracts. Addendum C (Colorado Statutes 8-17.5 – 102) is signed and attached.

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

\_\_\_\_\_  
Date

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**ADDENDUM B**  
**PIKES PEAK LIBRARY DISTRICT**  
**RFP # 490-18-02**  
**CHECKLIST and QUESTIONNAIRE**

**1. STATEMENT OF QUALIFICATIONS** (Fill in or attach):

**A. SIZE and AGE of your firm**

**B. COMPANY'S EXPERIENCE**

Please attach:

- a. Please describe experience/familiarity of Secretary of Interior's Standards
- b. List of current and recently completed projects on Historic Buildings, minimum of 3 (5 years)
- c. List of library projects/experience (10 years)

(Include square footage, total construction cost, completion dates of each project, and project budget for all projects listed)

- C. LIST 5 REFERENCES** (3 owners and 2 architectural firms) or more from recent projects of similar scope and type, particularly libraries with current name, address, and telephone number of a contact person. Please attach a new page for more references (if any).

**D. INDIVIDUAL QUALIFICATIONS AND EXPERIENCE**

Please attach the resumes for those individuals (including consultants) who will be participating in the work on the PPLD project.







**ADDENDUM C  
PIKES PEAK LIBRARY DISTRICT  
IMMIGRATION CLAUSE FOR CONTRACTS**

**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 the 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

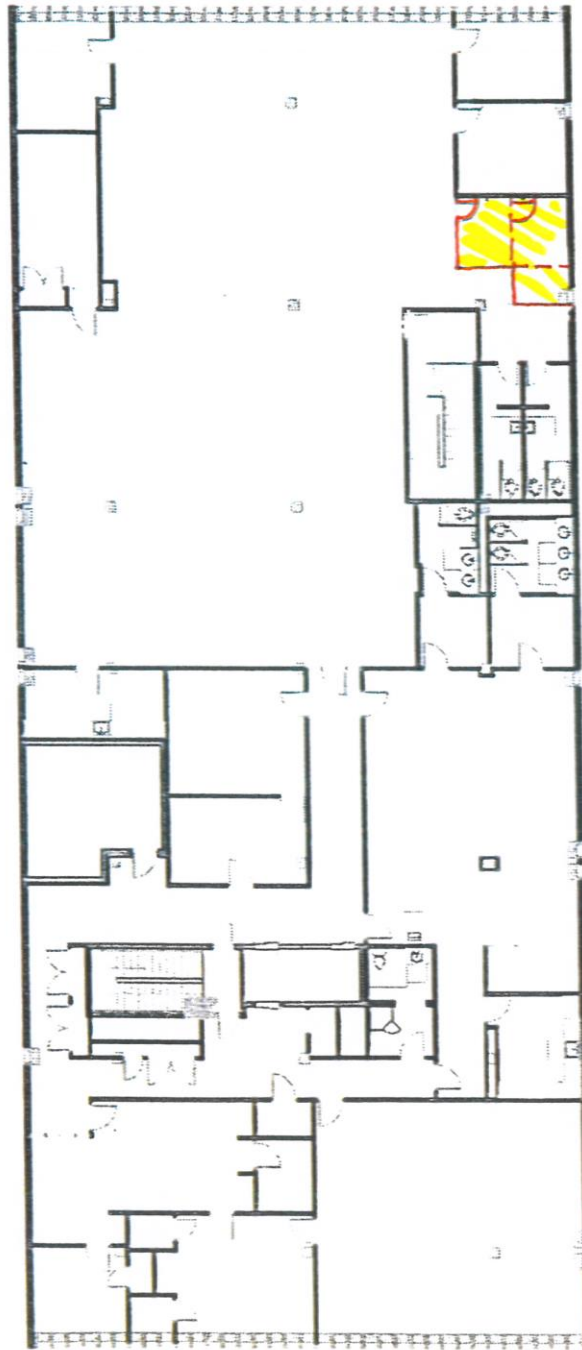
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Date

Exhibit 1- Penrose Campus Drawings





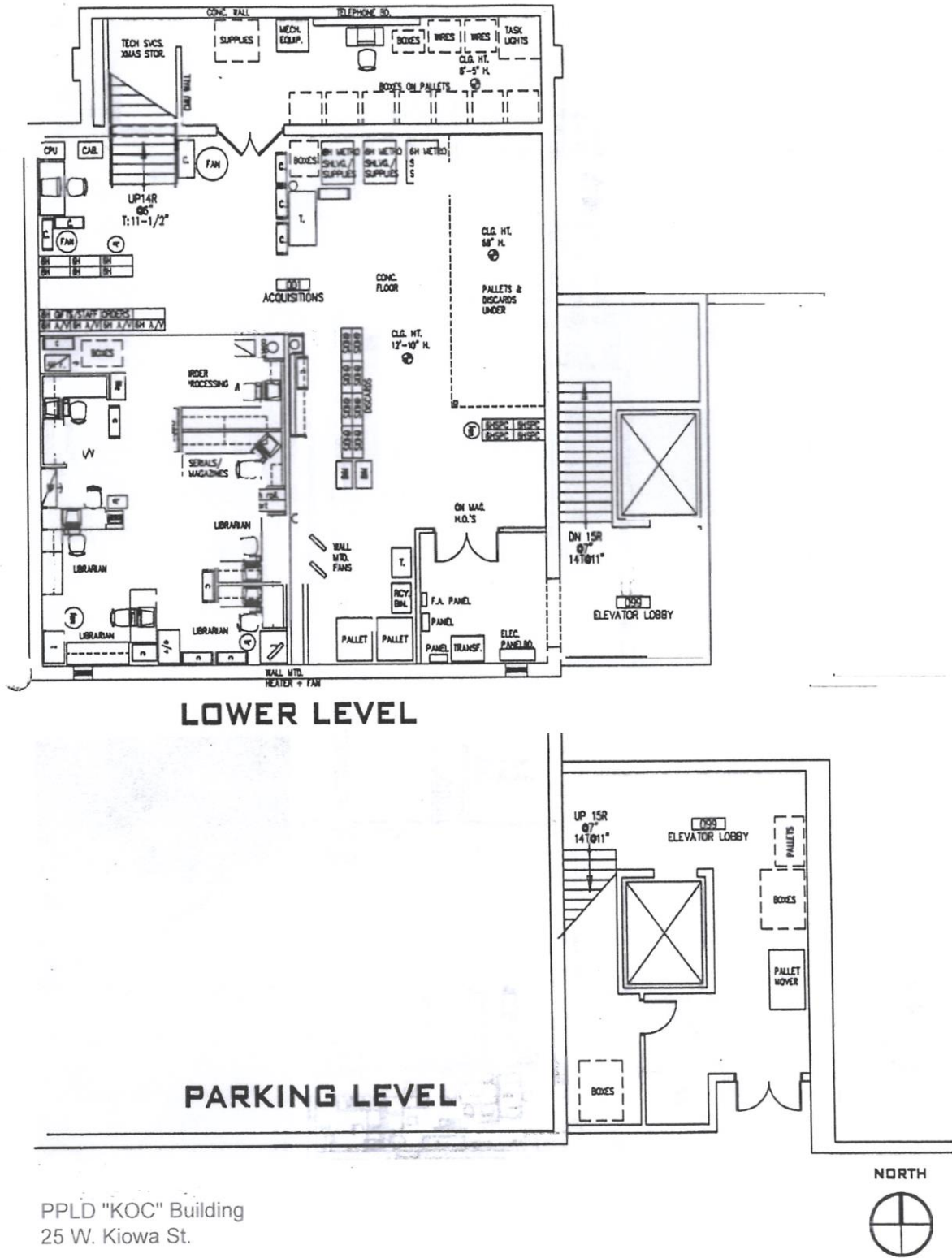


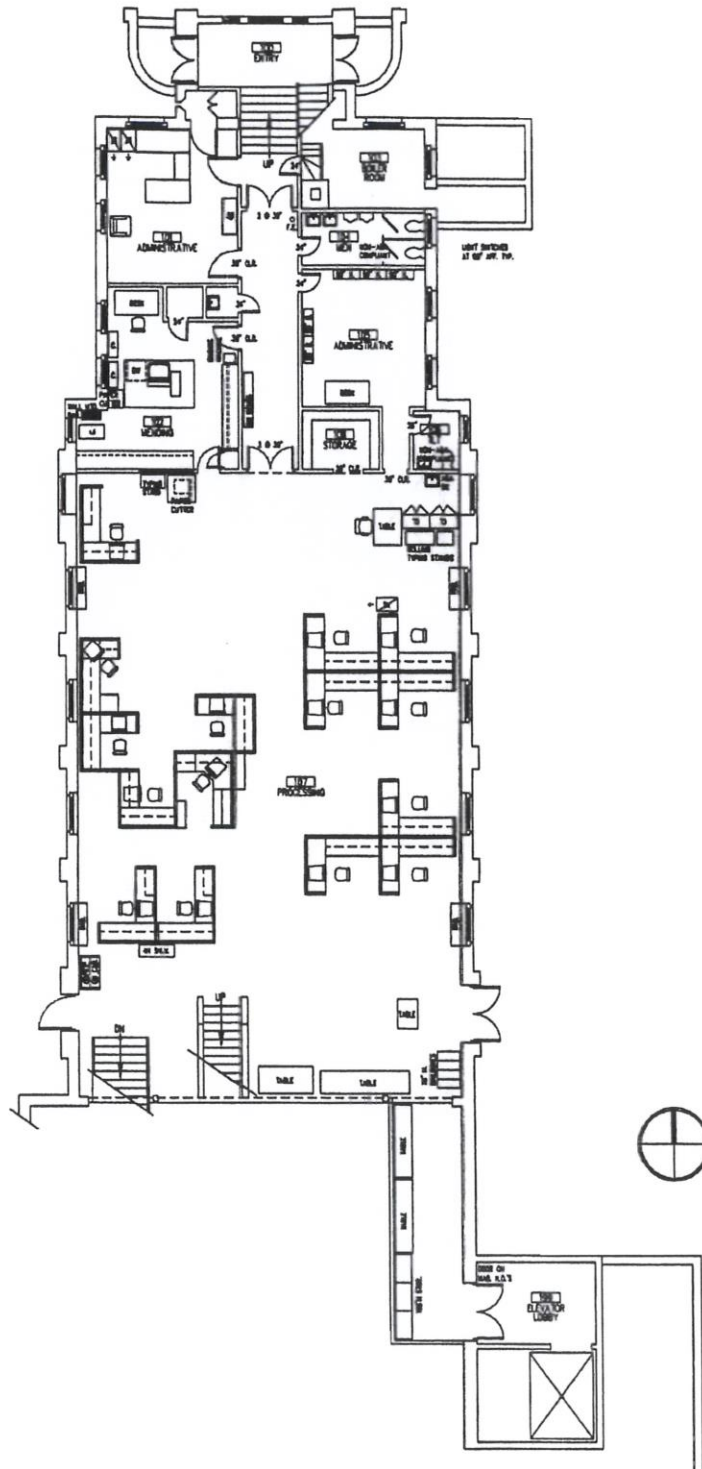


PIKES PEAK LIBRARY DISTRICT

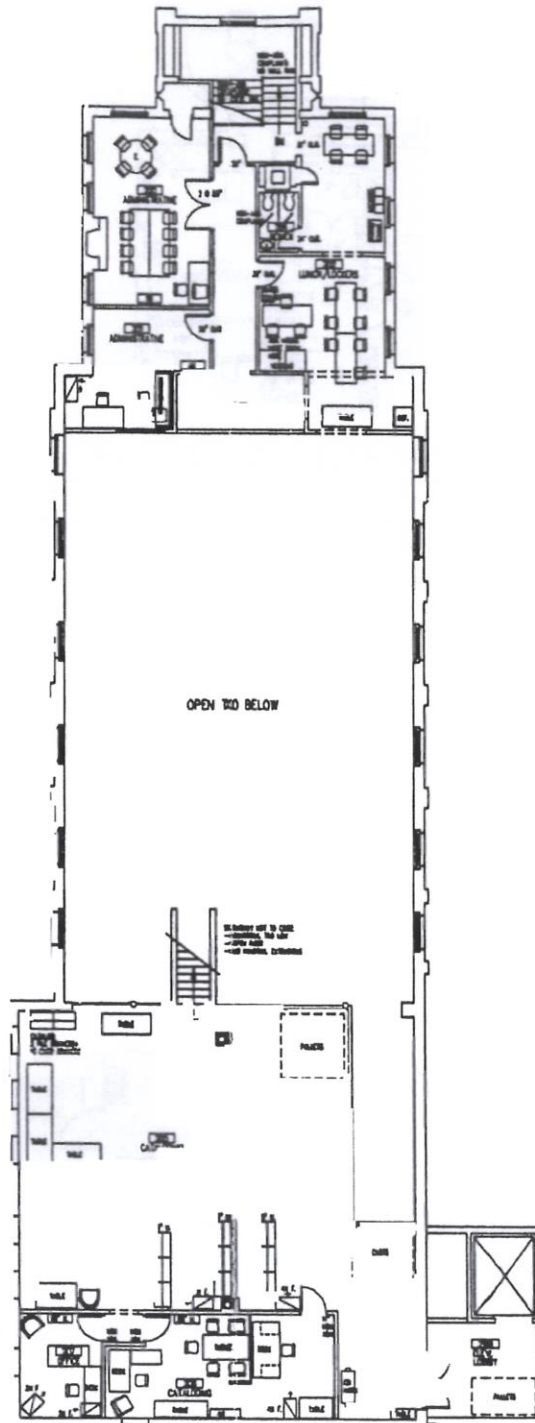
REQUEST FOR PROPOSAL # 490-18-02

CMGC





PPLD "KOC" Building  
25 W. Kiowa St.



PPLD "KOC Building"  
25 W. Kiowa