

REQUEST FOR

**QUALIFICATIONS/PROPOSAL (RFQ/P)
FOR
GENERAL CONSTRUCTION SERVICES**

**GYM FLOOR REFINISH
AT MCCLAVE SCHOOL**

McClave School District RE-2
308 Lincoln Avenue
McClave, Colorado 80157

PROPOSAL DUE DATE/DELIVERY REQUIREMENTS

Send one (1) copy of your completed proposal via email to:

McClave School District RE-2
Brienne Howe, Superintendent
brienne.howe@mcclaveschool.org

And deliver four (4) original copies of your bid proposal by mail to:

McClave School District RE-2
Brienne Howe, Superintendent
McClave, CO 80157

**TO BE CONSIDERED, PROPOSALS MUST BE RECEIVED AT THE ADDRESS ABOVE
NO LATER THAN 3:00 PM THURSDAY, SEPTEMBER 30, 2020.**

LATE PROPOSALS WILL NOT BE ACCEPTED.

I. PROPOSAL ADMINISTRATION

A. Proposal Schedule

RFQ/P Available	September 22, 2021
Discretionary Site Visit (MDT) (by appointment only)*	September 24, 2021 at 3 p.m.
RFQ/P Inquiries Deadline (MDT)	September 27, 2021 at 1 p.m.
RFQ/P Inquiries Responses Deadline (MDT)	September 28, 2021 at 2 p.m.
RFQ/P Responses due	September 30, 2021 at 3 p.m. (MST)
Bidder Notified of Selection	October 5, 2021
Notice to Proceed Given to Successful Firm	October 6, 2021
Project Estimated Final Completion**	November 5, 2021

* In order to ensure social distancing requirements can be maintained by bidders performing site visits, bidders must make site visit appointments as specified hereinbelow in Section I.B.

** Date may be modified during negotiations.

B. Inquiries

Bidders may make written inquiries concerning this RFQ/P and to obtain clarification of requirements by emailing Brianne Howe at brianne.howe@mcclaveschool.org. **Inquiries made in person or by telephone will not be accepted or answered.** As email delivery issues can occur from time to time, McClave School District RE-2 strongly recommends that Bidders submitting inquiries electronically send a separate email to request McClave School District RE-2 confirmation of receipt of the electronic inquiry.

No inquiries will be accepted after the clarification deadline as indicated in the project schedule.

All Bidder inquiries will be responded to at the same time, which will be after the "RFQ/P Inquiries Deadline". Responses to clarification will be made available by email to all Bidders who requested the RFQ/P. Bidders should not rely on any other statements, either written or oral, that alter any instruction or other term or condition of the RFQ/P during the open solicitation period. Other than the McClave School District RE-2 representative listed above or as otherwise provided in this RFQ/P, Bidders should not contact any team members or any individual associated with the McClave School

District RE-2 regarding this RFQ/P or this Project.

Bidders interested in visiting the site must contact District representative Brianne Howe by email at brianne.howe@mcclaveschool.org to schedule a time to visit the site of the Project on September 24, 2021. Bidders and their representatives who participate in a site visit assume all risks of personal or bodily injuries or damages incurred directly or indirectly as a result of the site visit, including but not limited to, the coronavirus disease 2019 (COVID-19). Bidders shall appropriately train and supervise any representatives who participate in a site visit on the proper social distancing requirements and other guidance and directives for maintaining a clean and safe environment in accordance with all applicable health orders. For the health and safety of Bidder, Bidder's representatives, the District representatives and other potential Bidders, no representatives of Bidder who are experiencing flu-like symptoms, who have been exposed to someone who has COVID-19 or who are disqualified pursuant to any governmental or health agency precautionary criteria, will be allowed to participate in the site visit.

II. BACKGROUND

A. Owner Background; Project Budget

The McClave School District RE-2 (hereinafter referred to as "District" or "Owner") is located on Second Street, Lot 1-6, Block 2. The school community consists of approximately 1,587 residents, which includes the towns of McClave and Hasty and in Bent County. The total budget for the project is \$34,000. The district enrollment is approximately 249 students PK-12.

B. Description of the Work

The work generally includes [Gym Floor Refinish]. Specifically, the Work shall include:

1. Construction

- a. Construct the work according to the construction documents and specifications within the scheduled time frame 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.
- f. Be proactive throughout the construction to minimize punch list work.
- g. Understand construction activities may be carried out during the school year 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, bidders

must be aware of prohibited items by law on school district 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.

2. Closeout Services

- a. Provide warranty and closeout assistance as commonly required in the contract documents.

III. RFQ/P OBJECTIVE

The purpose of this RFQ/P is to solicit a qualified contractor who can (1) perform the work specified in Section II above; (2) perform all permitting and construction services necessary to complete the construction of the Work as specified in Exhibit A; and (3) provide all labor, material, equipment and supervision required to construct the work.

IV. SUBMITTAL REQUIREMENTS

A. Examination of Contract Documents and Site

Each bidder, sub-bidder, supplier and other interested persons must examine **all** Drawings, the **entire and complete** Specifications, addenda (if any) and other related Contract Documents and shall become well and fully informed as to the materials, equipment and the character of the Work required and the relations of all the particular parts of the Work. Each bidder shall have the opportunity to visit the site of the Work on the date set forth in the Proposal Schedule, Section I to thoroughly inform themselves relative to construction hazards and procedure, labor and all other conditions and factors, local and otherwise, which would affect the prosecution and completion of the Work and the cost thereof, including arrangement and conditions of existing structures affection or which are affected by the proposed Work, the availability and cost of labor, and facilities for transportation, handling and storage of materials and/or equipment. There will be no subsequent financial adjustment, to any contract awarded thereunder, which is based on the lack of such prior information, misunderstanding of materials and/or equipment to be furnished, Work to be done, site restrictions and/or hazards or any other similar categorical items and their effect on the cost of the Work. It must be mutually understood and agreed that all such factors have been properly investigated and considered in the preparation of every proposal submitted and carries with it an agreement to this end.

B. Alternates

The Work contemplated under the different alternates must include all labor, materials, equipment and services necessary for and incidental to the completion of all work under such alternate. Each Bidder must furnish separate bids for each alternate applicable to the Bidder's proposal, stating the amount to be added to, or deducted from, the base bid in case the alternate is accepted. The Bidder shall require all subcontractors to furnish separate bids for each alternate. Each subcontractor must examine each separate alternate and fully inform himself exactly how each alternate affects his part of the Work. He shall submit to the Contractors, a separate bid for each alternate that contains any addition to, or deduction from the base bid. The Owner reserves the right to accept any alternate or alternates, as the original proposed price as shown on the General Contractor's Proposal form, within

sixty (60) days after the execution date of the Contract. All materials and workmanship required to complete the Work of the alternates is subject to all pertinent sections of the base bid Specifications.

C. Substitutions

Requests for substitutions must be in writing and shall include complete informational data and specifications concerning proposed substitute items. Bidders are cautioned not to base bids or prices of substitute items without first receiving approval for such substitutions from the Owner.

D. Form of Response

Bidders shall format their responses to include the items specifically requested below. Please be thorough in addressing the items but note that the Owner is also looking for a team member that can communicate effectively and efficiently. Please organize your submission using the section numbers and names below. **No fees shall be included in the RFQ/P Submittal. Bidder shall submit a Bid Form in a separate sealed envelope with the response to this RFQ/P as set forth in Section V of this RFQ/P.**

The District selection committee will judge the merit of proposals received in accordance with the criteria described below:

- I. General Firm Information:
 - a. Firm name, address, and phone.
 - b. Contact person.
 - c. Brief history/profile of the firm.
 - d. Describe any claims, lawsuits or legal settlements your firm has had in the past and/or those which are currently pending.
 - e. Provide a statement whether or not your firm, in the event of award, would be able to provide insurance meeting or exceeding the requirements stated in the Construction Agreement and General Conditions, as referenced in Section VIII., B. herein below.
- II. Representative Experience: **(10 points)**
 - a. List at least three (3) projects for which similar services have been provided. Include project name, owner contact information, start and completion dates of design and construction, cost, budget, and other pertinent information.
 - b. Please provide letters of reference and contact information for up to three (3) projects that the proposed team members have worked on, focusing on projects that have similarity to this proposed project.
- III. Technical Competence: **(15 points)**
 - a. Provide a project directory or organizational chart showing key members of the Bidder.
 - b. Identify the specific team members from your firm that will be assigned to this project.
 - c. Provide resumes of key team members, including lead designer and project manager to be assigned to this project.

- IV. Capability to Perform: **(20 points)**
- a. Describe your approach to working with the District and in Merino, in terms of managing the work and maximizing the efficiency of remote coordination on our relatively small project.
- V. Contract requirements **(5 points)**
- a. Bidder must provide evidence of insurance coverage as required for this Project and evidence that Bidder can furnish a Performance Bond and a Labor and Materials Payment Bond in the full amount of the Contract Price, in conformity with the requirements of the Contract Documents and Construction Agreement and General Conditions. If Bidder cannot currently satisfy any insurance or bond requirements of the Contract Documents and Construction Agreement and General Conditions, then Bidder's response to this RFQ/P shall clearly identify the reasons Bidder cannot furnish such coverage or the Bidder's objections to the coverage requirements.
- b. Bidder must provide responses to any terms of the Contract Bidder will not accept or to which Bidder would propose modifications.

Total points available: 50

Failure of the Bidder to provide any information requested in the RFQ/P may result in the disqualification of the submitted response. Owner reserves the right to select any or reject any and all submissions in its best interest. The Owner also reserves the right to pre-qualify any or all proposers or reject any or all proposers as unqualified, including without limitation, the right to reject any or all nonconforming, nonresponsive, unbalanced, or conditional, qualifications. Likewise, the Owner also reserves the right to re-solicit, waive all informalities not involving price, time, or changes in the work, and to negotiate contract terms with the apparent successful Bidder.

V. FEE PROPOSAL

Each Bidder shall submit a fee proposal (Bid Form) with the RFQ/P Response. Pricing shall not be included within the RFQ/P response and bidders **shall not** reference pricing within their proposal. As required for the RFQ/P Response, the fee proposal (Bid Form) shall be separately emailed to the District representative identified above and four (4) sets of original pricing proposals shall be separately packaged and provided to the District at the time of submission of the RFQ/P Response. Failure to provide a fee proposal (Bid Form) that addresses each of the items listed below may result in disqualification from the RFQ/P process. Failure to provide each of the items listed below may result in a reduction of the fee proposal score or may be disqualified from consideration.

Detailed fee proposal (Bid Form) shall be itemized providing for each of the following:

- Lump sum for Construction Services with unit prices and quantities for all items within Exhibit A;
- List of subcontractors, if any;
- Hourly rates for all of Bidder's personnel involved in the project;
- Insurance;
- Percentage of work to be self-performed.

Pricing quoted by a bidder shall include all fees, costs and expenses, including, but not limited to: additional engineering, permitting, design, labor costs, supervision, materials, travel expenses, administrative costs, copies, collating costs, faxes, mileage charges, supplies, mailing charges, communications, data compilation, analysis, reporting and delivery charges, taxes or any other costs, incidental or otherwise, for completion of the project unless otherwise indicated in the RFQ/P. Estimated proposal prices are not acceptable. Proposal prices will be considered a Bidder's best and final offer, unless otherwise stated in the RFQ/P. All of the proposal contents and fees must be guaranteed for ninety (90) days from the proposal date. The proposal price will be considered in determining the successful bidder.

VII. PROPOSAL REQUIREMENTS

A. Reservation of Rights

The Owner reserves the right to:

- a. select any or reject any and all proposals received as a result of this RFQ/P;
- b. pre-qualify any or all Bidders or reject any or all Bidders as unqualified;
- c. request clarification(s) of the Bidder's proposal;
- d. reject any or all nonconforming, nonresponsive, unbalanced, or conditional, qualifications;
- e. re-solicit, waive all informalities not involving price, time, or changes in the work, and to negotiate contract terms with the apparent successful proposer;
- f. engage the successful Bidder for future studies and/or reports related to the scope of work set forth in this RFQ/P based upon future needs as determined by the District;
- g. withhold the award of contract;
- h. select the Bidder it deems to be most qualified to fulfill the needs of the District. The lowest priced response will not necessarily be the one most qualified, since a number of factors other than price are important in the determination of the most acceptable response.

B. No Responsibility for Costs Incurred

The Owner is not responsible for the Bidder's cost incurred in preparation of this proposal. Proposals will not be returned and become the property of the Owner once submitted, which could be publicly shared. By submitting a proposal all Bidders agree to the terms and conditions of this RFQ/P and the RFQ/P will become part of the awarded Bidder's contract.

C. No Variance

By attaching its signature to its proposal, the Bidder shall agree to comply with all of the conditions, requirements and instructions of this RFQ/P as stated or implied herein. Should the District omit anything from this document, which is necessary to a clear understanding of the work, or should it appear that various instructions are in conflict, the vendor shall inquire and secure written instructions from the District representative by the written inquiry deadline set forth in the schedule for this RFQ/P.

D. Award

As described within the RFQ/P, the District's selection committee will review and score offers submitted and make a recommendation for award. This selection will be for award to the responsible Bidder(s) whose proposal is determined to be most advantageous to the District, in the District's sole discretion.

E. Modifications to this RFQ/P by District

This RFQ/P may be modified only in a writing signed by the District. Modifications to the bidding documents will be issued to the Bidder as addenda to the drawings and specifications and will become part of the Contract Documents. The District is not responsible and does not authorize oral clarifications.

F. Modifications and Withdrawal of Bids

RFQ/P responses may be modified or withdrawn prior to the RFQ/P Response Deadline set forth in the above Schedule. A proposal submitted in response to this RFQ/P shall constitute a binding offer. A submission in response to this RFQ/P acknowledges acceptance by the vendor of all terms and conditions including compensation, as set forth herein. A Bidder shall identify clearly and thoroughly any variation between its proposal and the District's RFQ/P requirements. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFQ/P. Please note: if you do offer suggested modifications, the decision to reject, accept or further negotiate requested changes will be at the District's sole discretion.

VIII. TERMS & CONDITIONS

A. Award of Contract

A contract must be completed and signed by all parties concerned. In the event the parties are unable to enter into a contract, the District may elect to cancel the award and make the award to the next most responsible Bidder. Depending on the final scope of services as determined by the District, it may be necessary to receive Board of Education approval prior to issuance by the District of a purchase order to the successful Bidder or execution of a contract with the successful Bidder. The District will make efforts to obtain Board approval as soon as reasonably possible.

B. Contract Review

The Contractor Agreement ("Contract") is attached to this RFQ/P. Questions, comments, or concerns with the contract terms and conditions ***must be submitted with the RFQ/P response. IF YOUR COMPANY NORMALLY SEEKS LEGAL REVIEW OF CONTRACT TERMS, THIS PROCESS SHOULD OCCUR PRIOR TO SUBMISSION OF THE RFQ/P AND YOUR RESPONSE MUST IDENTIFY ANY TERM OR CONDITION YOU ARE QUESTIONING AND HOW YOU WOULD SUGGEST IT BE RESOLVED.*** Absent any such response, the Owner will assume the Bidder's full acceptance of the contract terms and conditions. Requested exceptions to the contract, or alternative language suggested, will be treated as a "counter-offer." The willingness and/or ability of the Owner to accept or negotiate such suggested changes will be considered on a case-by-case basis. Bidders should note that if modifications are

suggested, then the decision to reject, accept, or further negotiate requested changes will be at the Owner's sole discretion.

[END OF DOCUMENT.]