

April 11, 2024

Request for Proposal

Construction Services – Negotiated Fees and General Conditions

Thriving**Families**

Project: Thriving Families
Request for Proposal
Construction Services - Negotiated Fees and General Conditions

Owner/Location: Thriving Families
191 Yuma Street
Denver, Colorado

Project Manager: CADENCE Project Management

Designer: CLIC Design Studio

RFP Schedule:

April 11, 2024 at 5:00 PM MT	Issue RFP
April 17, 2024 at 9:00 AM MT	Site Walk
April 25, 2024 at 5:00 PM MT	Proposal Due
May 1, 2024	Shortlist and interviews scheduled
May 6 or 8, 2024	Interviews at 10:00AM and 11:00AM
May 10, 2024	Award

Documentation: Thriving Families Construction Documents dated 04/10/2024
Exhibit A – Schedule
Exhibit B – Bid Form (Fees and General Conditions Spreadsheet)
Exhibit C – Pricing Spreadsheet

I. SUMMARY

A. Background

Thriving Families supports women, children, and their families during pregnancy and after a baby is born. Their workshops focus on communicating, solving problems, and proven information on caring for and connecting with a newborn. They also provide one-on-one coaching to navigate work, life, family, and babies.

From their beginnings in a waiting room at Denver Health in 2016, Thriving Families has expanded, both in terms of services and space. With new opportunities for growth on the horizon and a grant from the state of Colorado, Thriving Families is moving to their own building that affords sustainability and longevity in the Denver community. This move allows Thriving Families to offer all programs in person, host large events, and house all staff and interns. It also provides opportunity for further expansion, to serve more than 500 families a year with more programs and services for parents and children, and to implement social enterprise and job training programs.

This building is a physical investment in Thriving Families and provides new opportunities to grow services and diversify financially. As Thriving Families is a non-profit organization, they are looking for an agile and invested partner to navigate this construction project. **Are you willing to think outside the traditional procurement process and incorporate donated materials?**

B. Scope of Work

Thriving Families is converting a 20,000 SF former Dumb Friends League facility into a welcoming and safe space for families and employees alike. The facility will feature functional areas including office spaces, training rooms, childcare facilities, therapy rooms, a staff break room, and updated restrooms, catering to diverse needs. Accessibility and inclusivity are prioritized to ensure easy navigation throughout the space.

1. Mobilization

- a. Obtain and pay for all permits and licenses necessary to complete the work. All contractors will be required to be licensed and bonded as required by any applicable jurisdiction.
- b. Review and analyze project documents to determine material availability, long lead items, potential areas of trade conflict, constructability, and value engineering opportunities.
- c. Finalize contract
- d. Attend weekly construction meetings
- e. The electrical contractor, under the General Contractor oversight, shall be responsible for submitting, tracking, and securing all Xcel Energy rebates for lighting and control upgrades.

2. Construction

- a. During demolition, the General Contractor shall salvage all doors for potential repurposing.
- b. The Construction Manager shall manage, supervise, and coordinate all aspects of the construction project, within its scope, as well as coordination with the Client's Vendors.
- c. Coordinate material donations, including installation.
- d. The Client reserves the right to approve members of the project team and to request replacement of a member of the team at their sole discretion.
- e. Prepare site logistics with the approval of the Client.
- f. Schedule critical path activities.
- g. Lead weekly meetings, distribute and track submittals.
- h. Prepare and distribute change orders for approval.
- i. Prepare monthly invoices.
- j. Manage a safety program and maintain safety procedures according to local statutes, laws, and codes. Daily logs must be maintained documenting weather, manpower on site, work in progress, accidents, and filed issues. Team

members must inspect all facets of work put in place to ensure that installation is proceeding in accordance with specifications and local laws on a daily basis.

- k. Insurance must be maintained for all subcontractors, suppliers, and vendors (including materials stored offsite) throughout the duration of the construction project. Certificates of Insurance must reflect any “additional insured”. Verbiage required by the Client will be provided upon award of the project.
- l. All closeout documents must be submitted in electronic form and delivered to the Client no more than two months after substantial completion. Retainage for the project will be held until all the required documentation is accepted by the Client. The package must include the following:
 - i. As-built drawings
 - ii. Operation and Maintenance Manuals
 - iii. Submittals
 - iv. Subcontractor/Supplier Contact Information
 - v. Warranties and Guarantees
 - vi. Commissioning
 - vii. Training
 - viii. Sign Offs from all applicable agencies having jurisdiction over the project
 - ix. Final Waivers of Lien from all subcontractors and suppliers

3. Application for Payment shall include, in compliance with applicable Colorado statutes:

- a. A duly executed and acknowledged Contractor’s Sworn Statement showing all contractors with whom contractors has entered into subcontracts, the amount of such subcontract, the amount requested for any subcontractor in the Application for Payment and the amount to be paid to the Contractor for such progress payment, together with similar sworn statements from all subcontractors and, where appropriate, from sub-contractors.
- b. Duly executed conditional Waiver of Mechanics’ liens from contractor and all such subcontractors, establishing payment or satisfaction of the payment requested by contractor at the time of Application for Payment
- c. Waivers shall be submitted at the time of payment application.

II. APPROACH AND SCHEDULE

A. RFP: The RFP includes fees, general conditions, and pricing for Level 2 (6,879 SF) construction only.

B. Permitting: The scope of work includes the awarded General Contractor submitting for permit. The team expects the 2-day “walk-through” plan review for commercial projects.

C. Phasing: Thriving Families plans to proceed with Phase 1 – Level 2 after closing on the property on May 13, 2024. Concurrently, CLIC Design Studio will prepare Construction Documents for Phase 2 – Level 1. The awarded General Contractor will prepare pricing for financial review with Thriving Families.

D. Donations: The team has issued a call for donations. Ways to help include material donations, furniture donations, adopting a room, and financial donations. Along with the project manager and design team, the General Contractor will be expected to coordinate acceptance, installation, etc.

E. Schedule: See attached.

III. TYPE OF CONTRACT

A. Contract Type between Owner and General Contractor - A102 – Cost Plus (Fee) with Guaranteed Maximum Price (GMP). The team expects transparent cost breakdown and billing review. Please raise any objection to the terms with the RFP response.

B. The following language shall be included in the Contract between Owner and General Contractor: “The Contractor shall promptly pay all subcontractors, material suppliers, laborers and employees, and shall require all subcontractors to do likewise and shall keep the property free from all liens, claims or judgements, and the Contractor shall defend, indemnify and hold harmless the Owner, the County of Jefferson, the Federal government, and the Subgrantee from and against any and all such liens, claims or judgements and from and against any and all suits, actions or proceedings and costs, including attorneys’ fees, for defending such suits, actions or proceedings.”

IV. EXAMINATION OF SITE

Contractors are required to visit the site prior to delivering the proposal.

V. MBE/WBE

The contractor will make affirmative efforts to utilize minority and women owned business enterprises for suppliers and subcontractors and will document these efforts to the Owner (MBE/WBE).

VII. INSURANCE

The Contractor shall carry at all times during the Term the following insurance coverage:

<u>Coverage Type</u>	<u>Coverage Limits</u>
Employer’s Liability	Not less than \$1,000,000 minimum <ul style="list-style-type: none">- \$500,000 each accident for bodily injury by accident- \$500,000 policy limit for bodily injury by disease- \$500,000 each employee for bodily injury by disease

Commercial general Liability	\$1,000,000 per occurrence \$2,000,000 aggregate Single Limit for Bodily Injury, Property Damage & Personal Injury
Commercial Automobile Liability	\$1,000,000 per accident
Worker’s Compensation	In kind and amount as prescribed by statute
Umbrella Liability	\$1,000,000

VIII. PERFORMANCE AND LABOR AND MATERIALS BOND

The General Contractor shall furnish, at the contractors’ expense, a separate performance bond and a separate labor and materials bond, each for an amount not less than 100% of the Contract Price. The bonds shall be issued by a qualified corporate surety licensed to transact business in Colorado. If at any time during performance of the Work the surety on the bonds shall be disqualified from doing business in Colorado, or shall become insolvent or otherwise impaired, the contractor shall furnish bonds from an alternate surety acceptable to Thriving Families. The bonds shall be delivered to Thriving Families prior to the commencement of the Work and shall remain in effect until Final Acceptance, including completion of all warranty and guaranty work. The contractor shall secure an increase in the bonds in an amount equal to the cost of any additional work authorized pursuant to a duly executed change order or Contract amendment.

IX. GUARANTEE

The contractor shall guarantee the work against defects in workmanship and materials for a period of one (1) year commencing on Final Acceptance. The contractor shall assign to Thriving Families any longer-term guarantee of materials used by any contractors as may be provided by the manufacturer. The contractor shall promptly replace any materials or re-perform any portion of the Work found to be defective within the Guarantee Period in accordance with the Contract and without expense to Thriving Families. If the contractor fails to proceed promptly in accordance with these guarantees, Thriving Families may have the Work performed at the expense of the contractor.

X. SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA

Responses should include:

- A. Profile of the firm
- B. Staffing
- C. Project Schedule
- D. Insurance
- E. OSHA Safety Log for the last 5 years
- F. Prior and/or pending litigation
- G. Bid Form (Fee and staff General Conditions Spreadsheet) – Exhibit B

- H. Pricing Spreadsheet – Exhibit C
- I. Certification Acknowledgement (Item XIII)
- J. Qualification Statement. The response must include all information requested by the AIA A305 with the exception that financial statements may be omitted from the response but must be provided in a timely manner upon Thriving Families request.
- K. Exceptions
- L. Any additional information the respondent feels may help demonstrate their ability and capacity to undertake the project.

Evaluation Criteria: The evaluation process will be private. The criteria for selection will include and not limited to:

- M. Understanding of the phasing, donation coordination, and scope.
- N. Firm’s approach and process for meeting the requirements
- O. Staffing and team
- P. Expertise
- Q. Commitment
- R. Capacity
- S. Fees and General Conditions

XI. BID SUBMISSION SCHEDULE

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XII. GENERAL TERMS

Thriving Families reserves the right to:

- A. Reject any or all responses, waive any informality in the received responses, to advertise for new responses or proceed to accomplish this solicitation by any means determined to be in the best interest of Thriving Families;
- B. Not award a contract to any firm or person that is listed on federal debarment lists or with a history of poor performance on projects performed for Thriving Families or for others at the sole opinion and discretion of Thriving Families;
- C. Pursue any and/or all ideas generated by this solicitation;

D. At its sole option, disqualify any response on the basis of a conflict of interest. Thriving Families may not contract with a respondent or an employee, officer or director of the respondent's firm, or any immediate family member of the preceding, has served as an elected official, employee, board, or commission member of Thriving Families who influences the making of the contract contemplated in this RFP.

XIII. RESPONDENT'S CERTIFICATION

The respondent certifies they:

- A. Have read and understand the requirements of this solicitation;
- B. Understand this solicitation is not a commitment or contract of any kind;
- C. Have identified in the response any person associated with the respondent that may have a conflict of interest;
- D. Have become familiar with the subject buildings and environs surrounding the site and is familiar with all the conditions necessary to undertake the project; and
- E. Understand any costs and fees associated with the presentation of a response are borne solely by the respondent.
- F. The respondent furthermore states that by completing and submitting a response they are verifying that all information provided is, to the best of their knowledge, true and accurate, and that if Thriving Families discovers that any information entered herein to be false, such shall entitle Thriving Families to not consider or make award or to cancel any award with the undersigned party. Further, by completing and submitting a response, the undersigned proposer is thereby agreeing to abide by all terms and conditions pertaining to this solicitation as issued by Thriving Families, either in hard copy or electronic transmittal.