



**BOYS & GIRLS CLUBS
OF THE SAN LUIS VALLEY**

**REQUEST FOR PROPOSALS FOR AN INTEGRATED PROJECT
DELIVERY METHOD UTILIZING CONSTRUCTION
MANAGEMENT/GENERAL CONTRACTING (CM/GC) SERVICES**

June 1, 2024

PROJECT:

Early Care and Learning Center
At the Boys & Girls Clubs of the San Luis Valley

LOCATION:

1115 Tenth St.
Alamosa, CO 81101

OWNER:

Boys & Girls Clubs of the San Luis Valley
PO Box 1032
Alamosa, CO 81101

ARCHITECT

Spencer Architecture Studio LLC
404 San Juan Avenue,
Alamosa, CO. 81101
Don Spencer, A.I.A. , NCARB Principal Architect

Consulting Engineers to The Architect

MPE ENGINEER

Burggraaf Associates
Mark Burggraaf, P.E.

STRUCTURAL ENGINEER

Andregg Davis Structural Engineers
Margaret Davis, SE

Steve Copley, Structural Engineer Intern

REQUEST FOR PROPOSALS

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1.0 PURPOSE OF SOLICITATION

The Boys & Girls Clubs of the San Luis Valley in collaboration with the Early Childhood Stakeholders, wish to build a new Early Care and Learning Facility. The Boys & Girls Clubs of the San Luis Valley & The Early Childhood Stakeholders invite qualification statements and proposals from interested construction businesses to fill the role of Construction Manager/General Contractor ("CM/GC" or "Contractor") for the project. The Owner is conducting a qualification-based selection process to retain a firm for the Early Care and Learning Center.

The Owner intends to secure the services of a CM/GC team that will provide comprehensive preconstruction and construction services in order to complete the project.

The Owner has retained the services of an Architect, Spencer Architecture Studio LLC, (SAS), to represent its interests throughout this solicitation and for the duration of the project as the "Architect-of-Record". It is the goal of this solicitation to select a Team that will be compatible with the Owner and the Architect to provide successful preconstruction and construction services for the project. The Owner reserves the right to select the Team that it deems to be in its best interest and to reject any and all proposals. The successful selected Team will enter into an AIA agreement with The Alamosa County Commissioners:

AIA A133-2019 Standard Form of Agreement Between Owner & Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee, with a Guaranteed Maximum Price.

Information concerning the proposed Project and this request can be found in the following Sections.

2.0 PROJECT DESCRIPTION & OBJECTIVES

The Project will involve a new metal building approximately 17,000 sq ft on property adjacent to the Boys & Girls Clubs located at 1115 Tenth St. in Alamosa.

The Boys & Girls Clubs of the San Luis Valley is at this time, seeking to select its CM/GC partner on this Project and immediately commence assistance with preconstruction services in the Schematic Design Phase through Construction completion and occupancy of the Project.

3.0 PROJECT BUDGET

The Initial Budget for the Cost of The Work, as provided by The Boys & Girls Clubs of the San Luis Valley is \$7,700,000.00

4.0 PROJECT SCHEDULE

The following project schedule is subject to change at Owner's sole discretion.

CM Services Commence	July 1	2024
Execute GMP Amendment	June 14	2024
Construction Start	August 1	2024

Construction Completion/ Occupancy. (Phase I)

August 15 2025

5.0 CMGC SELECTION SCHEDULE

The following is the proposed schedule for the CMGC Team selection process for this effort:

RFQ Notification Date / advertisement	June 10	2024
Optional Pre-Submittal Meeting	June 12	2024
Request for Clarifications	June 24	2024
Response to Clarifications	June 28	2024
RFQ Submittal Deadline	July 1	2024
RFQ Evaluations & Short List	July 3	2024
Interviews (as needed, times to be determined)	July 8-10	2024
Board Action to Ratify Selection	July 17	2024
Negotiate and Finalize Agreement	July 22	2024

6.0 SUBMITTAL DUE DATE

Provide one (1) "Electronic" proposal via email and five (5) complete "Hard Copy" submittals to the location listed below, **no later than 5:00 PM, Monday, July 1, 2024**

Attn: Mr. Aaron Miltenberger, Executive Director and CEO

Boys & Girls Clubs of the San Luis Valley

PO Box 1032, Alamosa, CO 81101

The electronic document shall be in PDF format with section bookmarks to match the submittal requirements outlined in this document.

Please email the electronic copy to the following email addresses:

email: aaron@bgcslv.org

vib@gojade.org

rdspencer2017@gmail.com

Submittals received after the date and time stipulated above will be considered non-responsive and returned unopened.

RFQ submittals will be reviewed and the reviewing committee will identify a short list of submitting Teams. Short listed Teams will be notified and requested to schedule a time for a presentation and interview with the reviewing committee.

7.0 OPTIONAL PRE-SUBMITTAL MEETING

1. **An optional Pre-Submittal Meeting will be held at the following location on the date and time listed below:**

Wednesday, June 12, 2024 at 3pm MST at The Boys & Girls Clubs of the San Luis Valley Office at 516 San Juan Ave. Alamosa, CO

2. **The purpose of the pre-submittal meeting is to provide Teams with detailed information concerning this solicitation and to address questions and concerns raised by interested firms. Owner's staff and the and Architect will be present to address technical questions and inquiries related to the RFQ Submittal requirements.**

8.0 REQUESTS FOR CLARIFICATIONS OR INTERPRETATIONS

All questions concerning this solicitation must be addressed to the Architect by email only (*please refrain from contacting the Owner*)

Don Spencer, A.I.A., Spencer Architecture Studio LLC
Email: rdspencer2017@gmail.com

All telephone conversations are considered to be unofficial responses and will not be binding. Questions or requests for clarifications to the solicitation shall be submitted in writing via email, and if appropriate, will be responded to in writing and distributed through emailed addenda to all respondents. Written addenda via email will be the official method of response. To be considered for response, requests for clarification must be received no later than: **5:00 PM Local Time, Monday, June 24, 2024**

9.0 MINIMUM REQUIREMENTS

All members of the CMGC team must submit proof of possessing the minimum qualifications described below. Such proof is to be included in Section A of the submittal. Failure to meet such Minimum Requirements may result in rejection or disqualification from the process. In that event, information contained in the other sections of the submittal will not be reviewed or evaluated.

Required Licenses, Registrations and Regulations:

The Team submitting a response to the RFQ must possess and provide evidence that it is a properly formed and registered entity in "Good Standing" with the office of the Colorado Secretary of State. The Team is required to become aware of and comply with applicable Federal, State and Local regulations as necessary to perform services and work under the proposed CM/GC contract.

Minimum Insurance Requirements:

The Team must provide evidence of its ability to obtain and provide Workers Compensation, Comprehensive Commercial General Liability, Contractual Liability, Comprehensive Automobile Liability and Excess (Umbrella) Liability insurance from an insurer licensed to do business in the State of Colorado having a minimum AM Best Financial Strength Rating (FSR) of "A-", and a Financial Size Category (FSC) of "X". Workers Compensation limits shall be equal to the statutory limits of the State of Colorado and the Comprehensive Commercial General Liability limits shall be as follows:

Insurance Requirements shall include the following:

1. On insurance policies where the Owner is named as an additional insured, the Owner shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by the Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

\$1,000,000.00 General Aggregate

\$1,000,000.00. Products/Completed Operations Aggregate

\$1,000,000.00. Each Occurrence

\$1,000,000.00 Personal/Advertising Injury

\$50,000.00.00 Fire Damage (Any One Fire)

\$1,000,000.00 Minimum Umbrella Each Occurrence

The State of Colorado has a no-fault automobile insurance requirement. The Contractor shall be required to submit certain coverage is provided which conforms to any specific stipulation in the law.

Workers Compensation shall be equal to the current statutory limits of the State of Colorado.

The Contractor shall be responsible for the deductible on each and every property (Builders Risk/Installation Floater) loss.

Builder's Risk Completed Value Insurance

The CM/GC shall purchase builder's risk insurance in the amount of the initial Guaranteed Maximum Price, as well as subsequent modifications, for the entire project on a replacement cost basis. This insurance shall include applicable coverage for the subcontractors of all tiers and shall name :

The Boys & Girls Clubs of the San Luis Valley as Additional Insured.

Insurance Requirements shall include the following:

On insurance policies where the Owner is named as an additional insured, the Owner shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by the Contract.

The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

The CM/GC shall not be relieved of any liability, claims, demands or other obligations assumed pursuant to any contract entered into by the Owner by reason of its failure to procure or maintain such insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations or types.

Certificates of Insurance shall provide that the insuring company will not cancel the policy without first providing the Owner with at least thirty (30) days written notice. The CM/GC's insurance company shall provide a letter stating that coverage as required is in force.

Minimum bonding capacity:

The firm must provide evidence of its ability to obtain a project-specific Performance and Payment Bond, in the form of American Institute of Architects certificate AIA-A312 or similar, in an amount equal to 110% of the estimated contract amount. Evidence of bonding capacity shall be in the form of a letter from the firm's authorized surety. The selected firm will be required to maintain bonds in effect through the period of the contract for 100% of the total contract amount plus changes in the contract value that result in a net increase in the contract amount. The surety company must be authorized to do business in the State of Colorado and demonstrate a minimum AM Best Financial Strength Rating (FSR) of "A"

Form of Agreement:

Selected firm will be expected to execute *AIA A133-2019 Standard Form of Agreement Between Owner & Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee, with a Guaranteed Maximum Price.*

The Owner's selection of a Contractor is expressly conditioned on the Owner and the Contractor entering into the form of agreement referenced above. If for any reason the parties have not fully executed a mutually acceptable CM/GC Contract by February 7, 2024, the Owner may, at its option, commence contract negotiations with one or more of the other Contractors who submitted Qualification Statements and Fee Proposals in response to this RFQ, without the necessity of issuing a new Request for Qualifications/Fee Proposal for this project. The Owner also has the right to terminate the process, modify the process and/or commence a new process for selecting a CM/GC.

10.0 PROJECT WARRANTIES

In addition to all subcontractor, manufacturer or vendor warranties, the Contractor shall provide a two-year warranty on all Work performed on the project. The Contractor shall also serve as the Warranty Administrator for the project. The Warranty Administrator shall be responsible for all aspects of the timely and effective administration of all warranties, including but not limited to: a) defining a warranty process for claims; b) providing a warranty claim form for the Owner's use; c) receiving all warranty claims from the Owner; d) identifying and contacting the individual(s) or entity(ies) issuing the warranty under which the claim is being made; e) arranging for all warranty work; f) administering all documents necessary and appropriate for the proper and timely processing of each warranty claim; g) completing review on a

periodic basis of a status log of all warranty claims; and h) initiation and completion of 11 and 23 month warranty walks. This obligation shall be expressly stated in the contract between the successful Contractor and the Owner.

11.0 PERMITS & AUTHORITIES HAVING JURISDICITON (AHJ)

The CM/GC shall obtain all necessary permits and approvals, from each AHJ, for the construction and initial occupancy of the facilities, including permits that must be applied for in the name of the Owner.

12.0 OWNER'S RIGHT, WARRANTIES & DISCLAIMERS

1. The selection of the CM/GC Team will not be based solely on cost, but the best interest of the Owner. Owner's selection committee will make a recommendation to the Board based upon all elements of evaluation and information provided in the submittal, interviews and subsequent contract negotiations.
2. The respondents to the Request for Qualifications warrant that they are able to complete the project to specifications that will meet or exceed the minimum code and safety requirements as set by the County of Alamosa where applicable, as well as the City of Alamosa, and other Authorities Having Jurisdiction over the projects. Additionally, they also warrant that they will complete the projects to the minimum standards and requirements of all municipal, county, state and federal agencies having jurisdiction and authority over the projects.
3. The Respondents warrant that they will comply with Colorado Immigration Law. Specifically, the Contractor shall comply with all provisions of Colorado Immigration Law in effect prior to or during the performance of Work under the Project including but not limited to Colorado Revised Statute Title 8, Article 17.5 Illegal Aliens - Public Contracts for Services (CRS 8- 17.5-101 & 102) & Title 8, Article 2 Employment Verification Requirements (CRS 8-2-122). Contractor further represents, warrants and agrees to comply with the requirements of Colorado Immigration Law as therein set forth and to insert, or include by reference, this clause, and require compliance therewith, in all subcontracts hereunder.
4. The Owner reserves the right to accept/reject any or all submittals received through this solicitation process. The Owner reserves the right to terminate or modify the CM/GC selection process, including the Selection Schedule, at any time as may be deemed necessary and in the best interests of The Boys & Girls Clubs of the San Luis Valley. The Owner reserves the right to award the project(s) in the manner deemed most beneficial to the Boys & Girls Club of the San Luis Valley, and that provides the greatest overall value.
5. The Owner has elected to utilize the *American Institute of Architects, AIA Document A133 - 2019 Standard Form of Agreement Between Owner and Construction Manager as Constructor, where the basis of payment is the Cost of Work Plus a Fee with a Guaranteed Maximum Price.*
6. All costs incurred by prospective CM/GC Teams associated with the preparation of submittals, attendance at interviews and contract negotiations in response to this Request for Qualifications are the sole responsibility of the Applicant.
7. The Qualification Statement and Fee Proposal (if applicable), and all supporting documentation, attachments, supplementary materials, sketches, etc. shall become the property of The Boys & Girls Clubs of the San Luis Valley, and will not be returned to the Contractor.

13.0 SUBMITTAL REQUIREMENTS

Throughout the submittal, the Team's emphasis should be placed on the proposed team members and firm's relevant experience in construction of facilities of similar size, and complexity to the project described in Section 2.0. The Team should also address knowledge of the local community and ability to utilize local professional services (i.e., subcontractors, labor, etc.)

There is no page limit for the Team's Statement of Qualifications, however, concise responses addressing the specific requirements of this Request for Qualifications will aid in the evaluation process. The qualifications statement shall include the following information, numbered, and tabbed, in the order indicated below:

Cover Letter

A maximum two-page letter of interest that includes a synopsis of the Contractor's firm, distinguishing firm characteristics, primary contact information and commitment of the proposed project team members to this project for the scheduled duration. This letter must be signed by an officer of the company.

A. Minimum Requirements

Submit proof of possession of the Minimum Requirements, as per Section 9.0 of this RFQ including the additional items outlined in "e" and "f" below:

- a. Provide evidence that the firm is a properly formed and registered entity in "Good Standing" with the office of the Colorado Secretary of State.
- b. Provide evidence of firm's ability to obtain and provide the minimum insurance requirements.
- c. Provide a statement of the maximum dollar value for which your firm can be bonded and the amount your firm currently has bonded (attach a letter of confirmation from your bonding company).
- d. Provide a description of any claims, lawsuits and other legal action your firm has been involved in over the past five years.
- e. Provide evidence of its ability to obtain and provide Workers Compensation, Comprehensive Commercial General Liability, Contractual Liability, Comprehensive Automobile Liability and Excess (Umbrella) Liability insurance from an insurer licensed to do business in the State of Colorado having a minimum AM Best Financial Strength Rating (FSR) of "A-", and a Financial Size Category (FSC) of "X".
- f. Provide evidence of its ability to obtain a project-specific Performance and Payment Bond, in the form of American Institute of Architects certificate AIA-A312 or similar, in an amount equal to 110% of the estimated contract amount.

B. Firm Organization

Provide a clear and descriptive organizational outline or chart, identifying key team members proposed for this project, including the Superintendent, Project Manager and Preconstruction Manager. All major participants of the Team shall be identified along with their project roles, responsibilities and their reporting accountability. Lines of authority and communication shall be clearly shown. It is anticipated that the CM/GC firm will assign one Project Manager.

C. Qualifications of Key Personnel

Provide a one-page resume for each individual listed on the organizational chart (Section B). List the individual's position, project responsibility, education, license or registration (where applicable), affiliations, publications, awards, and relevant experience over the last five years. Identify other projects and proposals, and timing of same that these team members are committed to at this time. Applicants are reminded that after pre-qualification, significant changes in the composition of the CM/GC Team's personnel, roles or responsibilities may not be made without the consent of the Owner.

D. CM/GC Delivery Method Experience

The CM/GC delivery method has been chosen because a high-performing, collaborative team is important to the success of this project. Describe your firm's experience with this delivery method and provide examples of how your teams have added value to the projects you have successfully completed through this type of project delivery method.

The response should address the following capabilities: client relations, pre-construction services, construction management, cost control, quality control, schedule control, and risk management.

E. Contractor's Construction Experience

Provide at least 3 examples of projects (completed within the last five years) of similar construction experience, including facility type, contract value, schedule and any attributes that may be relevant to this project. Identify which proposed team members participated on these examples. Clearly indicate why these projects are relevant.

Provide owner references for each project cited. The cited reference must contain correct name and telephone number of the appropriate reference and the applicant should verify the availability of the reference prior to submittal.

F. Project Approach

Describe your firm's approach to providing CM/GC preconstruction and construction services specific to this project. Describe your firm's methodology and approach for incorporating changes during the design and construction phases.

G. Subcontractor Procurement

Provide a written description of the proposed sub-contractor solicitation and procurement process for this project. Explain how you propose to develop interest and maintain participation of qualified subcontractors through the bidding process in the current market. Describe how the Team would propose to include "local" vendors, suppliers and subcontractors in the bid process. Indicate and itemize all construction, management and supervision that the Team would propose to self-perform versus performance through subcontractors. Specify what types of work will not be competitively bid and your rationale for this approach.

H. Statement of Differentiation

Explain in one page or less what differentiates your Team from other qualified competing Firms, specifically in regard to this project.

14.0 SELECTION CRITERIA AND EVALUATION

CM/GC Teams responding to this Request for Proposals will be evaluated based on the criteria noted below:

1. The firm's understanding of the Project and the needs of the Owner and general Project approach.
2. The firm's experience, qualifications and capability. This includes experience with the CM/GC delivery method, management and procurement experience related to subcontractors, cost, schedule and quality control, and risk management.
3. The relevant experience of principal team members and diversity of expertise.
4. The firm's references for work performed on similar projects.
5. The clarity, responsiveness and professionalism of the proposal.
6. Whether the company is firmly established in the business, financially responsible, and has the resources and the ability to offer its services in a professional and expedient manner.
7. The firm's connection to the San Luis Valley and experience working in the region.
8. The firm's understanding of the requirements of: The City of Alamosa, The County of Alamosa, and the State of Colorado including the permitting and approval process.

If necessary, after the initial review and evaluation of all responding firms, the Owner may shortlist up to 3 candidate firms for further consideration Shortlisted firms will be notified and an

interview will be scheduled. Prior to the interview the shortlisted firm shall provide a fee proposal as set forth in Paragraph 15 below.

The Owner may request additional information as deemed necessary. Failure to provide such information may result in the proposal being considered non-responsive. Modifications may be made to the scoring based on the experiences the selection committee has had with the firm, or if they envision conflicts of interests.

The Owner reserves the right to reject any and all proposals, waive informalities and to reject non-conforming, non-responsive or conditional proposals.

15.0 FEE PROPOSAL

At least 3 days prior to the interview of any shortlisted firm, the firm shall provide one copy in a separate sealed envelope of the CM/GC's Fee Proposal. The CM/GC's Fee Proposal is to be presented as below:

The Initial Budget for the Cost of The Work, as provided by The Boys & Girls Clubs of the San Luis Valley is \$7.7,000,000.00

- | | |
|---|-----------|
| 1) Design Phase/Pre-Construction Services – Lump Sum Fee | \$ _____ |
| 2) General Conditions – Lump Sum Estimate* | \$ _____ |
| 3) Estimating Reserve – List as % of Cost of Work | _____ . % |
| 4) Contingency – List as % of Cost of Work | _____ . % |
| 5) Commercial General Liability Insurance % of Cost of Work | _____ . % |
| 6) Builder's Risk Insurance – List as % of Cost of Work | _____ . % |
| 7) Difference in Coverage Insurance (If Applicable) /Lump Sum | \$ _____ |
| 8) Payment and Performance Bond – List as % | _____ . % |
| 9) Subcontractor Bond Reserve (If Applicable) – List as % | _____ . % |
| 10) Overhead and Profit (Construction Managers Fee) as % | _____ . % |
| 11) Change Order Mark Up (Construction Manager) as % | _____ . % |
| 12) Limitations on Subcontractor's Overhead and Profit for increases in the cost of its portion of the Work
– List as % _____% | |
| 13) GMP Savings shall: 1) remain with contractor; 2) remain with owner; 3) be split between contractor and owner, if split provide percentages (Identify which option applies). | |
| 14) Provide an Equipment Rate Schedule for the proposed project. This will be used as an attachment to A133-2019 – Exhibit A – GMP Amendment. | |

*Provide a detailed schedule of General Conditions expenses. Everything that is defined as a General Conditions expense per the contract needs to be included. If there are any items being pushed over to the Cost of Work, then an estimate for cost must be included within the General Conditions.

END OF REQUEST FOR QUALIFICATIONS CMGC SERVICES