



**ROCKY MOUNTAIN
COMMUNITY LAND TRUST**



RMCLT & PIH ARE COMMITTED PARTNERS IN THE COMMUNITY'S EFFORT TO ENSURE QUALITY AFFORDABLE HOUSING

REQUEST FOR PROPOSALS (RFP) FOR THE CONSTRUCTION OF TRAILSIDE MANOR APARTMENTS IN THE CITY OF FOUNTAIN, COLORADO



**SEALED BIDS DEADLINE
FRIDAY, AUGUST 24, 2018 AT 12:00PM**

TABLE OF CONTENTS

Name of Document	Page
A. Table of Contents.....	2
B. Advertisement for Bids.....	3
C. Instruction to Bidders.....	4
D. Bidder's Submission Checklist.....	7
E. Statement of Bidder's Qualifications.....	8
F. Bid for Lump Sum Contracts.....	10
G. Bid for Unit Price Contract.....	11
H. BID FOR UNIT PRICE CONTRACTS (Bid-1 - Construction Only).....	12
I. BID FOR LUMP SUM CONTRACTS (Bid-2 - Interior Material/Supplies Only)...	14
J. 5% BID BOND CERTIFIED CHECK STATEMENT.....	15
K. Performance and Payment Bonding Requirements.....	16
L. Certification of Contractor Regarding Section 3 and Segregated Facilities.....	22
M. Non-Collusion Affidavit of Prime Bidder.....	24
N. Section 3 Business Certification.....	25
O. Section 3 Resident Certification.....	27
P. Civil Rights Certifications.....	28
Q. Non-Collusion Affidavit of Prime Bidder.....	31
R. QUOTE FROM SUPPLIER FOR DISCOUNTED SERVICES.....	32
S. Construction Contract.....	34
T. Labor Standards Provision.....	58
U. Wage Determination.....	63
V. Site Development Plans.....	72

ADVERTISEMENT FOR BIDS

**NOTICE OF INVITATION TO BID
(newspaper ad)**

GENERAL

Trailside Manor Affordable Housing LLC [Owner] with federal or government funding assistance from the State of Colorado and El Paso County Housing Authority (ELPCH), [*Funding Source*] is seeking Request for Proposals (RFP) from qualified contractor [*Contractor*] to construct new affordable multifamily housing (six (6) fourplex structures for a total of 24 apartment homes) in the City of Fountain, Colorado with special attention paid to requirements for Community Development Block Grants-DR under the United States Department of Housing and Urban Development (HUD) grant program.

INVITATION FOR BIDS

Sealed bids will be received UNTIL **12:00 PM local time on Friday, August 24, 2018** at the office of the Colorado House and Resource Center 21 S. Wahsatch Ave, Colorado Springs, CO 80903, Attn: Tracey Griggs – Trailside Manor Construction Bid.

RFP DESCRIPTION

BID-1 (GC, labor, material, and permits) – Construction of six (6) multifamily fourplex structures for a total of 24 apartment homes to include permits, site preparation, excavation, foundation, utilities, framing, roofing, weather resistant barrier, windows, doors, plumbing, sprinkler system, mechanical, electrical, cctv, pre-wire cable & satellite, telephone, insulation, drywall, siding/stucco, gutters, concrete, and landscaping (list not all inclusive see plans) and labor only for interior painting, carpentry (trim, cabinetry), flooring, finish plumbing, finish electrical (material provided in BID-2) (list not all inclusive see plans).

BID-2 (material only) primer/paint, plumbing & electrical fixtures interior, trim, cabinets, countertops, pad, carpet, tile, window coverings, hardware, appliances (list not all-inclusive see plans and interior material scope).

BID PACKAGE & PRE-BID CONFERENCE

A bid package may be downloaded at <http://rmclt.org/about/projects/> or a hard copy is available for pickup at the Colorado House and Resource Center at 21 S. Wahsatch Avenue, Colorado Springs, Colorado 80903. A bid package will also be distributed at a Pre-Bid Meeting scheduled for Monday, August 6, 2018 at 11:00 AM on the development site; 9305-9375 Trailside View, Fountain, CO 80817. The purpose of the pre-bid meeting is to inform prospective bidders of contract requirements and the opportunity to walk the site and physical conditions of the proposed work.

BID BOND CERTIFIED CHECK

A certified check for five percent (5%) of the total bid amount must accompany each bid. The successful bidder will be required to furnish a performance bond in the amount of his bid.

DAVIS-BACON WAGES, EQUAL EMPLOYMENT, SECTION-3, SAM.GOV

Davis-Bacon wages and Federal Labor Standards will apply to this project. Contractors must ensure employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin. In the event that the bidder anticipates hiring employees to work on this job, the bidder should contact the local manpower office for qualified candidates (Section 3). All bidders required to be registered with www.SAM.gov prior to bid submission. A bid awarding of the Contract may be deferred for a period not to exceed (90) days from the date of the bid opening, for the purpose of reviewing bids and investigating the qualifications of the Bidders. Trailside Manor Affordable Housing, LLC reserves the right to reject any or all bids.

MINORITY, WOMEN, AND DISABLED BUSINESS OWENRS

Minority owned, women owned, disabled owned businesses and businesses with disabled employees are encouraged to respond to this RFP.

For questions contact Tracey Griggs, Contracting Officer – Tele: 719-210-4359, Email: tgriggs2000@gmail.com
Published in Colorado Springs Gazette 07/29/18

INSTRUCTIONS TO BIDDERS

1. **RESPONSIBILITY** - By making a bid, bidders represent that they have read and understand the bidding documents. It is also each bidder's responsibility to become familiar with any local conditions which may affect the work.
2. **RIGHT TO REJECT BIDS** - Trailside Manor Affordable Housing, LLC [Owner] reserves the right to reject any and all bids and to waive any informality in the bid. Bidder hereby agrees to honor said bid for a period of 90 days after the bid opening. If no contract award is made within 90 days of the bid opening all bids are deemed rejected.
3. **UNDERSTOOD** - Contractor will be the successful lowest responsive and qualified bidder with whom a contract is signed by the Trailside Manor Affordable Housing, LLC [Owner].
4. **BID DEADLINE** - Sealed proposals for the Trailside Manor Construction Project are due at or before the hour of 12:00 PM local time, on Friday, August 24, 2018.
5. **BID PACKAGE SUBMISSION** - Bids and required forms provided in this bid package for the purpose must be submitted in a sealed envelope addressed to RMCLT & PIH, 21 South Wahsatch Avenue, Colorado Springs, Colorado 80903, Attn: Tracey Griggs – Trailside Manor Construction Project Bid. The Bid must further conform to the requirements of these instructions.
6. **OPENING OF PROPOSALS**
Bidders are invited to be present at the opening of proposals scheduled for 11:00 AM local time, on Tuesday, August 28, 2018 at 21 South Wahsatch Avenue, Colorado Springs, Colorado 80903.
7. **PREPARATION OF BID** – The bid must be made on the form provided for that purpose. The bidder must state in figures the unit price (per building) and lump sum price (all six buildings), for which he proposes to supply all the materials and perform the work required by the plans and specifications. No communicated modification of a bid will be considered. No bids received after the time fixed for receiving them will be considered. If the bid is made by an individual, it must be signed with the full name of the bidder and address must be given; if it is made by a partnership, it must be signed by one of the general partners, and the name and full address of each partner must be given; and if it is made by a corporation, it must be signed by a properly authorized officer in the corporate name and the corporate seal must be attached to such signature. If the corporation does not have a seal, all signatures must be acknowledged by a notary public and a current copy of the Articles of Incorporation including all amendments must be attached. The Bidder shall affix to his proposal the number of his contractor license.
8. **EXAMINATION OF GROUND** – See terms at Trailside Manor Affordable Housing (TSM) – Construction Contract for grounds (section number 10 – Site Investigation and Conditions Affecting the Work and section number 11 – Differing Site Conditions).
9. **ADJACENT UNITS OCCUPATION** – Bidders should be aware the property site includes two (2) residential buildings fully occupied. Therefore, communication and coordination between the Contractor and neighbors is imperative. Accordingly, there will be some degree of coordination required between Contractor, Trailside Manor Affordable Housing, LLC [Owner], and neighboring residents, including, but not limited to: site security, and construction barricades, safety assurance, control of dust and noise, interruption of power and utilities.
10. **AFFIDAVIT OF BIDDER** - Each proposal must have thereon or attached thereto the affidavit of the bidder that such proposal is genuine, and not sham or collusive, or made in the interest or in behalf of any person not therein named, and that the bidder has not directly or indirectly, induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure an advantage over any other bidder. Any bid not accompanied by, or which is made without such affidavit, or in violation thereof, will not be considered. If the bidder is a corporation, said affidavit shall be signed by a duly authorized officer of the corporation.

INSTRUCTIONS TO BIDDERS (continued)

11. **BID BOND CERTIFIED CHECK ACCOMPANYING BID** - Each bidder must submit with their proposal a certified check for five percent (5%) of the total bid amount. The certified funds must be from a responsible bank in the United States and payable to Trailside Manor Affordable Housing, LLC [Owner]. Once the bid prices have been compared bid bond checks will be returned to all unsuccessful bidders except the two lowest responsive and qualified bidders. When an agreement is executed the bid bond check of the final unsuccessful lowest bidder will be returned.
12. **BONDS FOR PERFORMANCE AND FOR PAYMENT OF LABOR, MATERIAL AND SUPPLIES** - The amount of the bond to be given to secure payment for labor, material, equipment and supplies furnished for the life term of the work to be done under the contract and for any work or labor of any kind done in connection therewith shall be equal to 100 percent of the contract price.
13. **FORM OF BONDS** - The form of bonds required for the faithful performance of contract and to secure payment for material, labor and supplies will be such that Trailside Manor Affordable Housing, LLC [Owner] may proceed against the Contractor and his sureties on the bonds immediately upon any default in the performance of the contract, or in payments for labor, material and supplies, without waiting for the completion of the work and the accumulation of damages.
14. **DAVIS-BACON WAGES & FEDERAL LABOR STANDARDS**
Bidders must agree to comply with Davis-Bacon wage rates as Federal Labor Standards will apply to this project.
15. **EQUAL EMPLOYMENT OPPORTUNITY**
Bidders must agree employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin.
16. **SECTION 3**
The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD-assisted projects covered by section 3 shall, to the greatest extent feasible, be directed to low- and very low-income person. In the event that the bidder anticipates hiring employees to work on this job, the bidder should contact the Colorado Springs Workforce Center for qualified (Section 3) candidates. Contractors and sub-contractors will make a good faith effort outreach to Section 3 Businesses and Residents in the service area and report the results of these efforts.
17. **SYSTEM AWARD MANAGEMENT (SAM.GOV)**
All bidders are required to be registered with www.SAM.gov prior to bid submission and remain active throughout the term of the contract.
18. **PERMITS** - The successful bidder must obtain and pay for required permits from the City of Fountain, Pikes Peak Regional Building Department, and any other departments or governmental agencies with oversight responsibility prior to the start of any work. Proof of the permit must be given to Trailside Manor Affordable Housing, LLC [Owner] prior to the issuing of a Notice to Proceed by the Owner. The contractor will be responsible to follow all permit rules and requirements.
19. **PROJECT COMPLETION** – Project must be completed and ready for final acceptance within 270 calendar days of notice to proceed.
20. **CONTRACT** – The bidder to whom the award is made will be required to execute a written contract with Trailside Manor Affordable Housing, LLC [Owner] and to furnish good and approved bonds as specified within ten (10) days following the funding agreement between Trailside Manor Affordable Housing, LLC [Owner] and the State of Colorado [source of funding assistance].

INSTRUCTIONS TO BIDDERS (continued)

21. INSURANCE

Before commencing work, the Contractor and each subcontractor shall furnish the OWNER with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract:

(1) Workers' Compensation and Employers Liability as required by statute. Employer's liability insurance shall be provided in amounts not less than \$100,000 each accident for bodily injury by accident, \$500,000 policy limit for bodily injury by disease, and \$500,000 each employee for bodily injury by disease.

(2) Commercial General Liability for limits not less than \$1,000,000 combined single limit for bodily injury and property damage for each occurrence and not less than \$2,000,000 aggregate. Coverage shall include premises and operations liability, blanket contractual, broad form property damage, products and completed operations and personal injury endorsements.

(3) Automobile Liability for limits not less than \$1,000,000 combined single limit for bodily injury and property damage for each occurrence. Coverage shall include owned, non-owned and hired automobiles.

(4) Builder's Risk Insurance shall be maintained in full force and effect property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial construction/rehabilitation costs, plus value of subsequent modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the OWNER has an insurable interest in the property.

(5) All insurance shall be carried with companies which are financially responsible and admitted doing business in the State of Colorado.

(6) If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or nonrenewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer.

(7) Except for workers compensation and employer's liability insurance, the Trailside Manor Affordable Housing, LLC, State of Colorado, and El Paso County Housing Authority (ELPCH) must be named as additional insured.

22. TRUSS QUOTE

In consideration of this bid request for Trailside Manor Affordable Housing project, local suppliers from time to time make available discount pricing or donated services to nonprofit organizations. Included in this bid package, which you may or may not considered, a quote for roof trusses as scoped for the project and specifications provided to the supplier by the project's structural engineer. Bidders are encouraged to contact the supplier and confirm discount offer, availability and timeline. Note: Bidders are under no obligation to consider this supplier.

BIDDER'S SUBMISSION CHECKLIST

1. Statement of Bidder's Qualifications (2-pages) []
2. Bid for Lump Sum [Bid-1 – Construction - Excluding Interior Material/Supplies] (2-pages) []
3. Bid for Lump Sum [Bid-2 – Interior Material/Supplies Only] (2-pages) []
4. Bid for Unit Price Contracts (2-pages) []
5. 5% Bid Bond Statement (1-page) []
6. Bid Bond Certified Check Equal to Five Percent (5%) of Total Bid Amount Made Payable to **TRAILSIDE
MANOR AFFORDABLE HOUSING, LLC** []
7. Performance and Payment Bonding (5-pages) []
8. Contractor/Subcontractor Certifications (4-pages) []
9. Section 3 (7-pages) []
10. Bidder's State General Contractor's License [photocopy] []
11. List of Current and Completed Projects and References (1-page) []

IMPORTANT

ALL APPLICABLE ITEMS ABOVE MUST BE FILLED OUT COMPLETELY, SIGNED BY AN AUTHORIZED PERSON PURSUANT TO THE "INSTRUCTIONS TO BIDDERS, BOND OR AFFIDAVIT DOCUMENTS" AS APPLICABLE, AND SUBMITTED WITH THE SEALED BID.

FAILURE TO COMPLETE AND SUBMIT THE ABOVE REQUIRED FORMS MAY RESULT IN DISQUALIFICATION OF BID.

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered. The data given must be clear and comprehensive. This statement must be notarized.

1. Name of Bidder _____
2. Business Address _____
3. When Organized _____
4. Bidder is a (an) _____
(Individual - Partnership - Corporation)

The full name and addresses of all persons interested in this proposal as partners and/or principal(s) are: If business is carried out in any other name(s) than that of the principal(s) or partner(s), also state such name(s) and address(es).

CORPORATION

Corporation is incorporated in the State of: _____

President is: _____

Treasurer is: _____

Place of Business: _____

5. How many years have you been engaged in the contracting business under your present firm or trading name?

6. Financial Statement: (Attach Separate Sheet)

7. Credit Available for this Contract \$ _____

8. Contracts Now on Hand, Gross Amounts \$ _____

9. Have you ever refused to sign a contract at your original bid?

10. Have you ever defaulted on a contract?

STATEMENT OF BIDDER'S QUALIFICATIONS (continued)

11. Remarks:

13. The undersigned hereby authorizes and requests any person to furnish any information requested by _____ in verification of the recitals comprising this Statement of Bidder's Qualifications.

Date at _____ this _____ day of _____, 20_____.

(Name of Bidder)

By: _____

Title: _____

STATE OF _____)

COUNTY OF _____)

_____, being duly sworn, deposes and says that they are _____ of _____ and their answers to the foregoing questions and all statements therein contained are true and correct.

(Name of Bidder)

Sworn to before me this: _____

Day of _____, 20_____

NOTARY PUBLIC

My commission expires: _____

BID FOR LUMP SUM CONTRACTS (Bid-1 - Construction Excluding Interior Material/Supplies see Bid-2)

Place: _____ Date: _____

Project Name: _____ Project No.: _____

Proposal of _____ (hereinafter called Bidder), a corporation

Organized under the laws of the State of _____ /a partnership/an individual doing business as _____ (strike out inapplicable references).

To the _____ (hereinafter called Owner).

Gentlemen:

The Bidder, in compliance with your invitation for bids for the construction of **Trailside Manor Affordable Housing Project** having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies; and to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within consecutive calendar days thereafter is stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum of \$100.00 for each consecutive calendar day – refer to the terms as outlined in the attached construction contract section number 35.

Bidder acknowledges receipt of the following addenda:

BASE PROPOSAL: Bidder agrees to perform all of the work described in the specifications and shown on the plans for the sum of _____ (\$ _____). (Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

ALTERNATIVE PROPOSALS:

Alternative No. 1: _____

Deduct the sum of _____ (\$ _____)

Alternative No. 2: _____

Deduct the sum of _____ (\$ _____)

UNIT PRICES:

For changing quantities of work items from those indicated by the contract drawings upon written instructions from the architect/engineer, the following unit prices shall prevail:

- 1. _____ \$ _____
- 2. _____ \$ _____
- 3. _____ \$ _____

The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for. Changes shall be processed in accordance with the GENERAL CONDITIONS.

Bidder understands that the Owner reserves the right to reject any of all bids and to waive any informality in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receiving bids.

Upon receipt of Owner's written acceptance of this bid, Bidder will execute the formal contract attached within ten (10) days and deliver a Surety Bond or Bonds as required by the GENERAL CONDITIONS.

The bid security attached in the sum of _____ (\$ _____) is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Respectfully submitted:

(SEAL - if bid is by a corporation)

By: _____

Title

Address
