Alternatives to Violence, Inc. (ATV) a 501(c)(3) non-profit organization, in Loveland, Colorado, will accept bids for a Safehouse Remodel/Capacity Increase. The project will be funded through City of Loveland Community Block Development Grant (CDBG) funds.

**Bids must be submitted via email to Kari.Clark@AlternativesToViolence.org on or before 5:00 p.m. Mountain Time, on Monday, August 14, 2023. Proposals received after that time will not be considered.**

The ITB and questions and answers will be posted at www.bidnetdirect.com and the Alternatives to Violence web page at www.alternativestoviolence.org. If you are not registered with BidNet, please visit their website and select “Vendor Registration,” or call 800-835-4603. There is a free registration option available for inquiry. Registering for BidNet is not mandatory.

A mandatory pre-bid conference will be held on Tuesday, July 18, 2023 at 11:00am in person at 541 E. 8th St, Loveland. A site visit is required and is scheduled immediately following the pre-bid conference. The pre-bid conference is to allow proposers an opportunity to ask questions prior to the submission of proposals. This meeting is mandatory. Due to the confidentiality required to maintain safety protocols, the exact location of the worksite will not be released until a confidentiality agreement has been signed.

Questions concerning this Invitation to Bid should be submitted to Kari Clark, Executive Director, at Kari.Clark@AlternativesToViolence.org by Thursday, July 27, 2023 at 5:00pm. Current drawings and specifications may be acquired subsequent to signing a Non-Disclosure Agreement by emailing a request to Kari Clark. All questions and responses will be furnished in an addendum provided to all Proposers posted at www.bidnetdirect.com and the Alternatives to Violence web page at www.alternativestoviolence.org by 7:00pm on Friday, July 28, 2023.

The following conditions and specifications are presented for general guidance in preparing a written bid. Bidders should carefully review the following while preparing a response:

- The contractor will be provided with prior lead paint reports.
- The contractor will be provided with prior asbestos reports.
- General contractor and all subs must be lead Renovation Repair and Painting (RRP) certified.
- The company must comply with all applicable laws, rules, and regulations governing their activities.
- ATV is a non-profit 501(c)(3) organization exempt from city, county, state and federal sales/excise taxes. Any appropriate taxes shall be shown as a separate item in the Bid.
- This Invitation to Bid does not commit ATV to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a bid in response to the Invitation to Bid, or to procure or contract for services or supplies. In acceptance of Bid, ATV reserves the right to negotiate further with one or more of the bidders as to any features of their Bid and to accept modifications of the work and price when such action will be in the best
interest of ATV. This includes solicitation of a best and final offer from one or more of the bidders.

- ATV reserves the right to reject any or all Bids. ATV further reserves the right to waive technicalities and formalities, as well as to accept, in whole or in part, any proposal where it is deemed advisable in protection of the best interests of ATV.

- All applicable state and federal laws, city and county ordinances, licenses and regulations shall apply to the award throughout and are incorporated herein by reference. Contractor needs to hold a valid City of Loveland contractor license.

- No portion of the successful proposal may be subcontracted without the prior written approval of ATV.

- **Prices must be inclusive of all costs associated with the job including but not limited to all labor, materials, overhead and profit, bonds, and insurance.**
  
  - A bid guarantee from each bidder equal to 5 percent of the bid price must be a firm commitment in the form of a bid bond, certified check, or other negotiable instrument provided at the time of the bid as assurance that the bidder is prepared to execute a contract within the time specified for the bid amount.
  
  - A performance bond from the (sub)contractor must be for 100 percent of the contract price to secure the contractor’s fulfillment of all obligations under the contract.
  
  - A payment bond from the (sub)contractor must be 100 percent of the contract price to assure payment of all persons supplying labor and material under the contract.

**Scope of Work**

The owner reserves the right to withhold a contract for any project due to cost evaluations and total value.

- ATV seeks a Construction Manager/General Contractor for construction services and materials from a firm or individual to:
  
  - Convert current office space including conference room into client living spaces (bedrooms and common area).
  
  - Enlarge existing bathroom to add shower.
  
  - Add new bathroom, if possible, with toilet and sink only.
  
  - Remove wall from dining room to common area.
  
  - Add interior doors to entryway.
  
  - Add external window to convert existing downstairs office into bedroom.
  
  - Resurface flooring in basement.
  
  - Cover concrete wall in basement with drywall.
  
  - Floor tile added into small bathroom in basement.
  
  - Replace exterior basement windows.

- Contractor shall list three (3) references of entities for which you have provided similar services within the last two (2) years.

- Contractor shall identify who will act as the primary contact person to ATV.

- Bid must include all elements included in scope of work broken out using the list above and should include an overall budget with specific line items for site preparation, new materials, new installation, and timeframe for each facet of the project. These items should be given as not to exceed amounts, not hourly rates.
• Contractor shall provide ATV a set of construction plans at the conclusion of construction as “as built” drawings.
• A duly authorized representative of the firm submitting the proposal must sign the proposal. The signature shall include the title of the individual signing the proposal.
• All personnel must pass background check.

Contracting

Contractor must quote limits if general liability to $1,000,000 at least, worker’s comp per statute. in order to do contracting work within the City of Loveland, State of Colorado. ATV and any consultants, are to be listed as additional insureds with waivers of subrogation in our favor.

All general contractor workers as well as subcontractors will be required to sign a confidentiality agreement pertaining to the location and client details of ATV.

The contract will be set as a lump sum dollar amount. At no time shall the Contractor exceed the dollar amount without written agreement by both parties in the form of a contract amendment signed by both parties.

Attention is called to the fact the “not less than the minimum salaries and wages” as set forth in the Contract Documents must be paid on this project, and that the Contractor must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin. Contractor and all subcontractors must certify Davis Bacon Wages.


Contractor shall assure compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3).

Contractor shall assure compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327A 330) as supplemented by Department of Labor regulations (29 CFR part 5).


The awarded Contractor shall give access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

The awarded Contractor is required to retain all required records for five (5) years after grantees or subgrantee make final payments and all other pending matters are closed.
UNILATERAL NON-DISCLOSURE AGREEMENT

This Unilateral Non-Disclosure Agreement, known as the “Agreement”, is made this ____ day of __________, 2024 by and between Alternatives to Violence, Inc., known as the “Company”, and ______________________, known as the “Recipient”, and collectively known as the “Parties”.

1. Definition of Confidentiality. As used in this Agreement, "Confidential Information" refers to any information which has commercial value and is either (i) technical information, including patent, copyright, trade secret and other proprietary information, techniques, sketches, drawings, models, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulae related to the current, future and proposed products and services of Company, or (ii) non-technical information relating to Company’s business including, without limitation, location, client information, financial and accounting data and information, and any other information which is proprietary and confidential to Company.

2. Nondisclosure and Nonuse Obligations. Recipient will maintain in confidence and will not disclose, disseminate or use any Confidential Information belonging to Company, whether or not in written form. Recipient agrees that Recipient shall treat all Confidential Information of Company with at least the same degree of care as Recipient accords its own Confidential Information. Recipient further represents that Recipient exercises at least reasonable care to protect its own Confidential Information. If Recipient is not an individual, Recipient agrees that Recipient shall disclose Confidential Information only to those of its employees who need to know such information and certifies that such employees have previously signed a copy of this Agreement.

3. Survival. This Agreement shall govern all communications between the Parties. Recipient understands that its obligations under Paragraph 2 ("Nondisclosure and Nonuse Obligations") shall survive the termination of any other relationship between the Parties. Upon termination of any relationship between the Parties, Recipient will promptly deliver to Company, without retaining any copies, all documents and other materials furnished to Recipient by Company.

4. Governing Law. This Agreement shall be governed in all respects by the Federal laws of the United States of America and the State laws of Colorado.

5. Injunctive Relief. A breach of any of the promises or agreements contained herein will result in irreparable and continuing damage to Company for which there will be no adequate remedy at law, and Company shall be entitled to injunctive relief and/or a decree for specific
performance and such other relief as may be proper (including monetary damages if appropriate).

6. Severability. The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.

7. Entire Agreement. This Agreement constitutes the entire agreement with respect to the Confidential Information disclosed herein and supersedes all prior or contemporaneous oral or written agreements concerning such Confidential Information. This Agreement may only be changed by mutual agreement of authorized representatives of the parties in writing.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates written below.

Company Representative’s Signature

______________________________                                   Date _________________________
Print Name

Recipient’s Signature

______________________________                                   Date _________________________
Print Name
TO: ALTERNATIVES TO VIOLENCE, INC.

PROJECT TITLE: Alternatives to Violence Safehouse Remodel

BIDDER:

Name: __________________________________________
Address: __________________________________________
Contact Person: _________________________________________
Phone: (______)______________________

The undersigned bidder, having investigated all matters relevant to the project and having read and examined the specifications and associated documents for the above-designated project, does hereby propose to perform the work and provide the services set forth in this proposal.

Bidder accepts all of the terms and conditions of the Invitation for Bid and instructions to bidders. This bid will remain subject to acceptance for thirty (30) days after the day of bid opening. Bidder will sign and submit the agreements with other documents required by the bidding requirements within ten (10) days after the date of the owner’s Notice of Award.

The bidder agrees to accept as full payment for the work proposed under this project, as herein specified and as shown on the drawings, based upon the undersigned’s own estimate of quantities and costs, the amount of:

________________________________________________  DOLLARS $________________.
(words)

BID COST: For that portion of the work identified as CONTRACTED WORK

Bidder’s Initials: __________________                 DATE: _________________________
General Decision Number: CO20240024 02/23/2024

Superseded General Decision Number: CO20230024

State: Colorado

Construction Type: Building

County: Larimer County in Colorado.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:

- Executive Order 14026 generally applies to the contract.
- The contractor must pay all covered workers at least $17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:

- Executive Order 13658 generally applies to the contract.
- The contractor must pay all covered workers at least $12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

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<th>Publication Date</th>
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ELEC0068-002  06/01/2023

Rates               Fringes

ELECTRICIAN.........$ 43.20            18.38

* ELEV0025-001 01/01/2024

Rates               Fringes

ELEVATOR MECHANIC....$ 54.20            37.89

FOOTNOTE:
  a. Vacation: 6%/under 5 years based on regular hourly rate for all
     hours worked. 8%/over 5 years based on regular hourly rate for all
     hours worked.
  b. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day;
     Labor Day; Veterans' Day; Thanksgiving Day; the Friday after
     Thanksgiving Day; and Christmas Day.

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ENGI0009-017 05/01/2023

Rates               Fringes

POWER EQUIPMENT OPERATOR
(Crane)
  141 tons and over.....$ 38.63            14.25
  50 tons and under.....$ 34.77            14.25
  51 to 90 tons........$ 35.07            14.25
  91 to 140 tons........$ 36.27            14.25

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IRON0024-009 11/01/2023

Rates               Fringes

IRONWORKER, ORNAMENTAL............$ 37.23            12.50

---------------------------------------------
IRON0024-010 11/01/2023

Rates               Fringes

IRONWORKER, STRUCTURAL............$ 37.23            12.50

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PAIN0079-009 08/01/2022

Rates               Fringes

PAINTER (Spray).................$ 25.11            10.95

* PAIN0419-002 06/01/2022

Rates               Fringes

FLOOR LAYER: Carpet Only.........$ 16.25 **          14.33

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PLUM0003-010 06/01/2023

Rates               Fringes

PLUMBER (Excludes HVAC Duct and Pipe Installation).........$ 42.98            19.77

---------------------------------------------
PLUM0208-011 06/01/2023
<table>
<thead>
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<tr>
<td>PIPETFITTER (Includes HVAC Pipe Installation; Excludes HVAC Duct Installation)</td>
<td>$41.50 21.90</td>
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<tr>
<td>SHEET METAL WORKER (Includes HVAC Duct Installation; Excludes HVAC Pipe Installation)</td>
<td>$38.47 20.83</td>
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<tr>
<td>ACoustical Ceiling Mechanic</td>
<td>$21.08 0.00</td>
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<tr>
<td>Bricklayer</td>
<td>$21.96 0.00</td>
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<tr>
<td>Carpenter (Drywall Finishing/Taping Only)</td>
<td>$17.49 0.00</td>
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<tr>
<td>Carpenter (Drywall Hanging Only)</td>
<td>$16.91 0.00</td>
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<tr>
<td>Carpenter, Excludes Acoustical Ceiling Installation, Drywall Finishing/Taping, and Drywall Hanging</td>
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<tr>
<td>Cement Mason/Concrete Finisher</td>
<td>$21.44 10.23</td>
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<tr>
<td>Insulator - Mechanical (Duct, Pipe &amp; Mechanical System Insulation)</td>
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<tr>
<td>Laborer: Common or General</td>
<td>$13.87 2.80</td>
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<tr>
<td>Laborer: Mason Tender - Brick</td>
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<tr>
<td>Laborer: Mason Tender - Cement/Concrete</td>
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<tr>
<td>Laborer: Pipelayer</td>
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<tr>
<td>Operator: Backhoe/Excavator/Trackhoe</td>
<td>$20.78 5.78</td>
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<tr>
<td>Operator: Bobcat/Skid Steer/Skid Loader</td>
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<td>Operator: Grader/Blade</td>
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<tr>
<td>Painter (Brush and Roller)</td>
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<tr>
<td>Roofer</td>
<td>$16.03 0.00</td>
</tr>
<tr>
<td>Truck Driver: Dump Truck</td>
<td>$17.34 0.00</td>
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</tbody>
</table>
WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.20) or 13658 ($12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the
most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.
With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party’s position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"