



The  
**Best District**  
to Learn, Work and Lead

10850 East Woodmen Road · Peyton, CO 80831  
Tel: 719.495.1100 · Fax: 719.494.8900

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## **Request for Proposal 2016-131-0307 Evans Kitchen Remodel**

**Proposal Submission Deadline  
April 18, 2016  
2:00 p.m.**

**Issued By  
Jim Rohr  
Purchasing and Contract Manager  
March 14, 2016**

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## **A. GENERAL INFORMATION**

### **A.1 Organization Profile**

District 49 is located east of Colorado Springs and serves eighteen public schools and five charter schools along the eastern boundaries of Colorado Springs and in Peyton. The District also includes an Academic Enrollment Center and Central Offices; located separately from the schools.

### **A.2 Project Purpose**

The purpose of Request for Proposal 2016-131-0307 is to solicit and obtain a bid to remodel the kitchen at Evans Elementary School. This will include removal of all contents, asbestos mitigation of the VCT flooring, new electrical, plumbing, HVAC rough-ins to accept new appliances (supplied by others). It also includes new finishes on the floor and walls and resetting contents. The detailed requirements will be included in the pre-bid conference and drawings.

For purposes of this RFP agency, firm, contractor, proposer, provider and bidder are used interchangeably to refer to the entity that is awarded the contract as a result of this solicitation.

### **A.3 Project Schedule**

The last day of classes is May 31, 2016.

The proposed period of performance is May 31, 2016 through June 17, 2016. This project must be complete prior to the beginning of school (August 4<sup>th</sup>, 2016).

### **A.4 Pre-proposal Conference**

A pre-proposal conference has been scheduled as follows:

Date: Tuesday, March 22, 2016

Time: 2 p.m.

Location: 1675 Winnebago Rd. Colorado Springs, CO 80915

The District contact at the pre-proposal meeting is Jim Rohr; he will meet all prospective bidders at Evans Elementary School. Please do not arrive late as this disrupts the conference.

The pre-proposal conference is mandatory so each Contractor intending to bid on this project must attend. There are site conditions that may not be depicted in the scope of work or the drawings that will affect your bid price. Additionally, the School District will answer questions at the pre-proposal conference with no written follow up provided.

## **B. INSTRUCTIONS TO BIDDERS**

### **B.1 Schedule for Proposals and Evaluation Process**

RFP Released

March 14, 2016

Pre-proposal Conference

March 22, 2016. 2pm

Deadline for RFP questions	March 25, 2016
Deadline for RFP response to questions	March 31, 2016
Proposal Submission Deadline	April 18, 2016 by 2:00 p.m.
Estimated Notification of Award	April 30, 2016
Contract Award	NLT May 6, 2016

## **B.2 Proposal Format**

In order to maintain comparability and consistency in review and evaluation responses, all proposals shall include all of the items specified below. Avoid elaborate promotional materials and provide only the information that is required. All supporting materials should clearly reference the portion of the RFP to which they pertain. Proposals not meeting the requirements below may be determined to be non-responsive; non-responsive proposals will receive no further consideration.

The Proposal will consist of one volume as organized below:

### **Tab 1 – Pricing**

Complete a price proposal that is broken down into the following line items:

Contents removal and replacement

Asbestos mitigation.

HVAC, Plumbing, Electrical, Low Volt

Flooring

Painting

Other Requirements

Optional Lighting

Indicate details of what will be done under each line item so District 49 will be able to compare bidders effectively.

Indicate any exceptions to your proposed cost. If there are no exceptions, District 49 will assume all details outlined in the attached drawings will be included.

Contractors are encouraged to provide their best financial incentives with the initial proposal, since District 49 reserves the right to award a contract based on initial proposals without further discussion or negotiation. Furthermore, if necessitated by the budget or desire of District 49, District 49 reserves the right to adjust the scope of services with the chosen Contractor and issue a contract for a different sum than what was originally bid.

### **Tab 2 – Sample Insurance Certificate and Vendor Request Form**

Provide a sample insurance certificate that meets the District's minimum insurance requirements. Fill out and submit the D49 Vendor Request Form.

### **Tab 3 – References**

Provide 3 references of similar projects completed in the last 3 years. Please provide email and phone number for point of contact for each project.

### **B.3 Preparation of the Proposal**

District 49 shall not be liable for any costs incurred by the proposer in the preparation and production of the proposal or for any work performed prior to the execution of the contract.

Each proposer is responsible for downloading and printing all RFP information; District 49 does not print and distribute hard copies of information. However, if you do not have internet access or need assistance with obtaining this information, we can provide assistance.

District 49 posts all official RFP correspondence on the following website:

<http://www.d49.org/rfp>

[www.rockymountainbidsystem.com](http://www.rockymountainbidsystem.com) (free registration)

If District 49 has been provided an email address, you will be sent an email, as a courtesy, of notification of the posting of new information. However, it is up to each proposer to continue to check this website for additional information and to not rely on courtesy emails from District 49.

Discussion with anyone other than the Purchasing Manager, including other District 49 personnel or officials, board members, members of the RFP preparation panel, members of the evaluation panel and/or any consultant or advisor retained by District 49 for purposes of assisting District 49 in securing the scope of services contemplated by this RFP is **strictly prohibited** (until such time as the contract has been fully executed).

### **B.4 Bid and Performance Bonds**

There are no bid or performance bonds required for this project.

### **B.5 Withdrawal of Proposals**

Any proposal may be withdrawn prior to the closing for the opening of bids or authorized postponement thereof. No proposal shall be withdrawn for a period of 90 days after the actual opening without a written request explaining the cause for the withdrawal and without the written consent of District 49 after reviewing the cause.

### **B.6 Submission of Proposals**

There are two (2) requirements to submit your proposal:

- 1) Two (2) hard copies of Tabs 1-3. Proposals must be submitted in a sealed package or envelope listing the following information on the outside:

Proposer's Name and Address  
RFP No. 2016-131-0307 Evans Kitchen Remodel  
District 49, Attn: Purchasing Department  
10850 East Woodmen Road, Peyton, CO 80831  
Bid Date and Time

- 2) Electronically submit your bid to [bids@d49.org](mailto:bids@d49.org); cc: [jrohr@d49.org](mailto:jrohr@d49.org). Bids received before the bid time will not be opened until bid time but email confirmation of receipt will be provided. Each bidder is responsible for ensuring their bid was received prior to bid time and late bids may be rejected without reading them.

All proposals must follow the exact format requested in this RFP. Failure to provide the requested information tabbed and in the exact order requested in this RFP, will inhibit District 49's ability to thoroughly review and score your proposal. The quality of the information submitted and the presentation of the submittal directly affects the score your proposal will receive. It is highly advisable that all instructions are followed and if there are questions about how and/or what to submit, Bidders should seek clarification at least seven (7) days prior to the proposal submission deadline.

Packages and files shall be opened by appropriate District 49 officials or employees at the time specified, and all proposers are invited to be present. Proposal costs will only be read aloud if bidders are present. If there are no bidders present, proposal costs will be tabulated and published on the District's website [www.d49.org/rfp](http://www.d49.org/rfp).

Late bids may be disposed of at the discretion of District 49 personnel.

## **B.7 Interpretations, Changes and Questions**

Should a Bidder find discrepancies, or errors in the RFP documents, the vendor shall notify the Purchasing Department no later than seven (7) days prior to the date of the Proposal Opening.

Should a Bidder find inconsistencies or contradictions within the RFP documents, the higher quality or greater service shall take precedence. Bid qualifications or assumptions should be stated on the appropriate pricing form or included on an attachment to the pricing form.

All changes in the RFP documents shall be through written addendum and made available to all Bidders. Verbal information obtained otherwise will not be considered a formal change. All changes will become part of the proposal documents and all Contractors shall be bound by such changes, whether or not the Contractor received it.

Questions regarding the project shall be submitted via email ([bids@d49.org](mailto:bids@d49.org), cc: [jrohr@d49.org](mailto:jrohr@d49.org)) or fax (719-494-8900) to the District 49 Purchasing Department, Attention: Jim Rohr. Clearly identify in the subject line the RFP number and include detailed contact information for responses. See **B.1 Schedule for Proposals and Evaluation Process** for question deadlines.

## **B.8 Price Policy**

Award of a contract is subject to Annual Appropriation. Any financial commitment of District 49 arising out of this Contract is subject to annual appropriation by the Board of Education. This Contract is not intended to create a multiple fiscal year debt or other obligation and the School District's obligations hereunder shall be interpreted and limited in such a manner as to avoid creation of a multiple fiscal year debt or other obligation under the terms of the Colorado Constitution.

## **B.9 Notifications**

Vendors will be notified regarding the need for additional information or clarification on their proposal no later than close of business on the day prior to vendor selection. The bid will be awarded as listed in **B.1 Schedule for Proposals and Evaluation Process**. The winning bid summary will be posted to our website ([www.d49.org/rfp](http://www.d49.org/rfp)) once bid is awarded.

## **C. AWARD**

### **C.1 Evaluation of Proposals**

District 49 will select one (1) Contractor that best meet the needs of District 49.

The Contractor's response to each of the requirements of this RFP and other requests for information is contractually binding.

### **C.2 Award of Contract**

District 49 has the right to:

- Accept or Reject any or all proposals received as a result of this RFP.
- Request Best and Final proposals after the initial proposals have been received; if the project is over budget and changes were made by District 49 in an effort to reduce costs.
- Value Engineer any or all proposals received as a result of this RFP.
- Waive or modify informalities and any irregularities in the responses received.
- Select the vendor it deems to be most qualified to fulfill the needs of the School District.

Proposals submitted will be evaluated by an Evaluation Committee. During the evaluation process, the Evaluation Committee and District 49 reserve the right, where it may serve District 49's best interest, to request additional information or clarifications from the Contractor, request an interview, or to allow corrections of errors or omissions. In all instances, the decision rendered by District 49 shall be final and not subject to contest by others.

District 49 reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the Contractor of these conditions, unless clearly and specifically noted on the Pricing Form in the proposal submitted and confirmed in the contract between District 49 and the Contractor selected.

The Contractor shall not assign or transfer any or all of its rights, burdens, duties or obligations without the prior written consent of District 49.

#### **C.2.1 Contract Termination with Cause**

District 49 shall have the right at any time and at all times to terminate this Contract for cause. It is agreed that the violation by the awarded Contractor of any covenant or provision contained in this Contract, or the failure or refusal of the awarded Contractor to abide or carry out any covenants or provision of this Contract, shall constitute sufficient cause for which the School District may terminate this Contract. In the event District 49 shall elect to terminate this

contract for cause, District 49 shall notify the awarded Contractor in writing and shall specify the cause for such termination and the date that such termination shall be effective. Whereupon the awarded Contractor shall have no further rights and District 49 shall have no further obligation to the awarded Contractor, pursuant this Contract subsequent to the date that the Contract is terminated for cause as aforementioned by District 49.

### **C.2.2 Contract Termination without Cause**

District 49 shall have the right at any time and at all times to terminate this Contract without cause, upon written notice of such termination not less than 90 days prior to the date that such termination shall be effective. Such right to terminate this Contract without cause is hereby reserved by and to District 49. In the event District 49 shall elect to terminate this Contract without cause, District 49 shall notify the awarded Contractor in writing and shall specify the date (not earlier than 90 days after the date of delivery of written notice by District 49 to the awarded Contractor) on which this Contract will terminate. Upon receipt of written notice, the awarded Contractor agrees to abide and perform all covenants and provisions of this Contract until the date of termination specified in the written notice of termination. The awarded Contractor shall have no further rights, and District 49 shall have no further obligation to the awarded Contractor, subsequent to the date of termination of this Contract as specified in the written notice.

### **C.3 Notice to Proceed**

Work may begin onsite once all of the following requirements have been satisfied:

- The contract has been executed and returned to the District and counter-executed and returned to the Contractor.
- District 49 has issued a purchase order.
- The Contractor has issued project specific insurance to the District and all minimum levels meet the District's requirements.
- Work has been coordinated and approved by Jim Rohr of District 49.

No expenses shall be acknowledged prior to completion of the above listed items.

## **D. SCOPE OF WORK**

### **D.1 Detailed Scope of Work**

The detailed scope of work is provided in the attached drawings and will be discussed in detail during pre-bid conference.

### **D.2 Insurance Requirements**

At all times during the term of this contract, the Contractor shall carry and maintain in full force at the Contractor's expense an insurance policy which meets the requirements stated below with no exceptions.

A certificate of insurance verifying coverage must be submitted with the proposal. The initial certificate can be a copy and does not have to show District 49 as a certificate holder or

additional insured. Upon award of the contract, an original certificate must be provided naming District 49 as an additional insured.

"Certificate of Insurance" (specific to District 49) must be provided to District 49 before starting work under the contract. Insurance Certificates must show coverage compliant with the minimum levels indicated below and be effective until conclusion of the contract. If the expiration date of the insurance certificate is prior to the conclusion of the contract, the Vendor shall provide a new certificate of insurance prior to 30 days from the expiration of the current policy. District 49 shall be named as additionally insured and the Additional Insured Endorsement stating that the Vendor's insurance policies shall be primary and that any liability insurance of District 49 shall be secondary and noncontributory shall be attached.

### **D.2.1 Minimum Insurance Coverage**

Workers' Compensation Insurance and Employer's Liability

- a) Workers' Compensation Insurance, to comply with Colorado Statutory Provisions.
- b) Employer's liability must have limits of at least \$500,000 each accident, \$500,000 disease each employee and \$500,000 accident/disease policy limit.

General Liability

- a) Comprehensive General Liability Insurance, covering Bodily Injury of at least \$1,000,000/person, \$2,000,000/accident, and Property Damage of at least \$2,000,000/accident.

Automobile Liability

- a) Comprehensive Automobile Liability Insurance, including coverage for all power mobile equipment used by the Vendor, Bodily Injury \$2,000,000/person, \$2,000,000/accident; and \$2,000,000/ Property Damage this may be included in the same policy with Item (a) above.

### **D.3 Taxes**

The Contractor shall not include federal, state or applicable local excise or sales taxes in proposal prices, as the School District is a public governmental non-profit entity that is tax exempt under Section 115 of the Internal Revenue Code.

Federal # 84-6001199

State # 98-00527

## **D.4 Additional Requirements**

As a part of this RFP, the Contractor agrees to comply with the information required below for Contractor's Personnel, Communications, Contract Administration and Background Checks.

### **D.4.1 Contractor's Personnel**

Qualifications, licensing and certification of people working on a District 49 contract may be required at any time. The Contractor agrees to provide such information if requested by District 49. District 49 reserves the right to have Contractor's Personnel removed from the project without penalty or an increase in the cost or schedule.

Background Checks as discussed in Section **D.4.4 Background Checks** will be enforced at all times.

### **D.4.2 Communications**

The Contractor must provide a means to receive direct communications from District 49. A copy of all written communication concerning contract discrepancies, issues or concerns from District 49 and the Contractor shall be forwarded to the Purchasing Department upon issuance.

### **D.4.3 Contract Administration**

District 49 will periodically inspect work to assure that the requirements of this contract are being met. Should it be found that the requirements specified herein are not being satisfactorily maintained, the Contractor shall be contacted and any discrepancies, inconsistencies or items not meeting the specifications contained herein will be corrected immediately at no additional cost to District 49. A second discrepancy notice shall serve as notification that any future discrepancies, inconsistencies or items not meeting specifications contained herein will result in termination of the Contractor's right to proceed further with this work. In such event the Contractor will be paid only for materials used. The Contractor and his sureties may be liable to District 49 for any additional cost incurred by District 49 to complete the job. At this point the Contractor shall be considered in default and the contract subject to termination.

Failure of the Contractor to comply with any of the provisions of this contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of District 49.

District 49 reserves the right to terminate this contract in whole or in part should the need for the services cease to exist.

The Contractor shall be subject to periodic performance evaluations by District 49 personnel. Continued unsatisfactory ratings shall be cause to find the Contractor in default of the contract. Performance ratings may be considered during award of future contracts by District 49

#### **D.4.4 Background Checks**

The successful Contractor will be required to complete, at their own expense, a criminal record check on all employees working on or reasonably likely to work on District 49 property for this contract. Employees who have been convicted of, pled nolo contendere to, or received a deferred sentence or deferred prosecution for a felony, or a misdemeanor crime involving unlawful sexual behavior or unlawful behavior involving children, will not be allowed to work on District 49 property for this contract.

The successful Contractor must complete a Verification of Background Check form indicating that they have done a background check on all of their employees working on school district property. The successful Contractor will be responsible to adhere to any Federal, State, and Local privacy and confidentiality requirements and other laws, regulations or policies governing employee background checks.

#### **D.5 District 49 Responsibilities**

District 49 agrees to provide the following during the performance of the contract:

Coordination, access to the project site, one main point of contact for correspondence and day-to-day management.

### **E. CONTRACT DOCUMENTS**

#### **E.1 Changes or Limitations**

Any proposed changes or limitations in the contract documents must be stated in writing prior to the bid due date, and clearly delineated as exceptions. All official documents are available at the district web site address: <http://www.d49.org/rfp>. It is the responsibility of the proposer to assure they are aware of the current status of all documentation by the proposal submission deadline.

#### **E.2 List of Contract Documents**

Public Notice in the Gazette  
Request for Proposal 2016-131-0307, including:  
Tab 1: Pricing  
Tab 2: Insurance and Vendor Request Form  
Tab 3: References  
Attachment 1: Project Drawings