

**REQUEST FOR PROPOSAL**  
**For**  
**21c Roof Replacement**

**PIKES PEAK LIBRARY DISTRICT**  
**Colorado Springs, CO**

**PPLD RFP # 490-18-05**

The Pikes Peak Library District (PPLD) invites qualified Roofing Contractors (The Company or Contractor), with the qualifications as stated herein, and are licensed in the State of Colorado, to submit a response to a Request for Proposal for Library 21c Roof Replacement located at 1175 Chapel Hills Drive, Colorado Springs, CO, 80920.

Proposal deadline is **12:00 pm on October 17, 2018**

## **I. Terms & Conditions**

### **A. General Terms and Conditions**

1. **Purpose:** This RFP is seeking proposals from qualified, licensed Roofing Contractors to submit a response to a RFP for roof replacement for the Library 21c located at 1175 Chapel Hills Drive, Colorado Springs, CO, 80920. **This project is contingent on Pikes Peak Library District Board of Trustees budget approval.**
2. **Interested Parties:** All interested companies/contractors must have a minimum of 15 years in business and be currently certified by the manufacturer for the specified roofing system detailed Section II Scope of Project, are invited to submit a proposal in accordance with the terms, conditions, and specifications contained herein. An electronic version of this document can be accessed at:

<https://ppld.org/request-for-proposals>

3. **Sole Point of Contact:** Questions and requests for clarifications regarding this RFP must be addressed to **Gary Syling, Chief Facilities Management Officer at Pikes Peak Library District** via email at [gsyling@ppld.org](mailto:gsyling@ppld.org). Please provide the RFP number, title, and the words “question” and/or “clarification” in the subject area of the email. Questions and requests without this subject identification may be considered routine emails and may not get properly addressed.

All questions and answers, and/or requests for clarification will be responded to either in writing or by email to all proposers. Any responses by PPLD that are considered to be a change in the terms, conditions, and specifications of this RFP will be via published addendum. No communications of any kind may be considered a change to the terms, conditions, and specifications in this RFP unless received by the proposers via formal published addenda. Published addenda will be available at the link above for Requests for Proposals.

**Gary Syling, PPLD Chief Facilities Management Officer, is considered the sole point of contact** with regard to this RFP. No communication from any other source shall be considered by the proposer(s) as valid information with regard to these terms, conditions, and specifications.

4. **Tax Exemption:** PPLD, as a local government entity, is exempt from sales and use taxes. Bidders shall inform and suppliers from whom they expect to obtain services or supplies of the tax-exempt status of PPLD. Following the contract award, an exemption certificate will be furnished by PPLD if the contractor requests.
5. **Expenses:** The PPLD assumes no liability for payment of expenses incurred by proposers in the preparation and submission of proposals in response to this invitation.
6. **Conflict of Interest:** Any contractual relationship with any PPLD personnel in the twelve (12) months preceding the distribution of this RFP, or any similar or potential conflicts of interest, may, at the sole discretion of the PPLD, be grounds for rejection of the proposal and/or termination of any contract awarded.
7. **Non-Discrimination:** The Contractor agrees not to refuse to hire, discharge, promote, or demote, nor to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability.

8. **Governing Law:** The laws of the State of Colorado shall govern any contract executed between the successful proposer and PPLD. Further, the place of performance and transaction of business shall be deemed to be in the County of El Paso, State of Colorado, and in the event of litigation, the exclusive venue and place of jurisdiction shall be the State of Colorado, and more specifically, El Paso County, Colorado.

9. **RFP Schedule:**

RFP Let.....	Monday, September 24, 2018
Mandatory Pre-Proposal Meeting .....	9:00 a.m., Tuesday, October 2, 2018
Deadline for final questions .....	Wednesday, October 10, 2018
Proposals due .....	12:00 p.m., Wednesday, October 17, 2018
Board Review and Decision .....	Tuesday, November 13, 2018
Award Notification.....	on or about Wednesday, November 14, 2018

10. **Tentative Project Schedule:**

Anticipated project start is April 2019. **The roof replacement start date is contingent on skylight replacement by others.**

**B. Proposal Preparation:**

1. **Mandatory Pre-Proposal Meeting:** A pre-proposal meeting will be held at **9:00 a.m. on Tuesday, October 2** at Library 21c, 1175 Chapel Hills Dr., Colorado Springs, CO 80920. Attendance is mandatory for all proposers. No proposals will be accepted from teams who did not have a representative in attendance.

2. **Site Tours:** A site tour of the Library 21c roof will be offered immediately following the pre-proposal meeting. Access will be granted via a ladder outside.

3. **Exceptions and Deviations:** Any exception to or deviations from these Terms & Conditions must be identified, in writing, on an attachment to the proposal submission. PPLD reserves the right to accept or reject, at its sole discretion, any exceptions or deviations by the proposer.

4. **Substantive proposals:** By submitting a proposal, the proposer guarantees that (a) its proposal is genuine and is not made in the interest of, or on behalf of, any undisclosed person, firm, or corporation; (b) it has not directly or indirectly induced or solicited any other respondent to put in a false or sham bid; (c) it has not solicited or induced any other person, firm, or corporation from proposing; and (d) it has not sought by collusion to obtain for itself any advantage over any other proposer or over PPLD.

5. **Subcontracting:** No subcontracting of crews or agents will be allowed on this project. All personnel performing roof replacement responsibilities and/or tasks must be hired employees of the proposing company/contractor.

6. **Insurance Requirements:** The successful proposer shall have the following insurance coverage. Proposers shall submit in their proposals, ACORD certificates and/or other proof of the insurances:

- a. Worker’s Compensation in compliance with the requirement of the State of Colorado,
- b. Liability Insurance in the amount of no less than \$1,000,000 per occurrence.
- c. Bid Bond

d. Performance Bond

7. **Indemnification:** The proposer agrees to, and shall, defend, release, and indemnify, and save and hold harmless PPLD, its officer, agents, and employees from and against any and all damages to property or injuries to or death of any person or persons, including property and officers, employees, and agents of PPLD, and further agrees to, and shall, defend, indemnify, and save and hold harmless PPLD, its officers, agents, and employees, from and against any and all claims, costs, demands, liabilities, suits, actions, causes of action, and other legal or equitable proceedings of any kind or nature whatsoever, of or by anyone whomsoever, including, but not limited to claims arising out of and/or predicated upon negligence, breach of contract, tort, or strict liability, in any way resulting from, connected with, or arising out of the contractor's operations or performance in connection herewith, including operations or performance of subcontractors and suppliers and acts or omissions of officers, employees, or agents of the contractor or its subcontractors or suppliers.
8. **Schedule:** By submitting a proposal, the proposer guarantees that it will be able to comply with the overall elements of the project calendar, or must indicate an alternative timeline in the proposal, which will be vetted by PPLD, as to its feasibility and acceptability.
9. **Continuity:** By submitting a proposal the proposer guarantees that the key team members will remain assigned to PPLD's project for its duration. Exceptions must be approved in advance by PPLD.
10. **Proposal Submissions:** The proposal must be comprehensive and address all elements requested in Section II Scope of the Project. To assure that the information provided can be readily identified, the proposal must include, but not limited, to the submission of the following signed documents:
  - a. Addendum A- PROPOSAL COVER SHEET
  - b. Addendum B- CHECKLIST, QUESTIONNAIRE, AND PRICING
  - c. Addendum C- BID FORM
  - d. Addendum D- IMMIGRATION CLAUSE FOR CONTRACTS

The following information must be included in the proposal submission:

- a. Name of company or companies, including address, telephone number, email address, website URL, and contact person's name
- b. Evidence of Workers' Compensation Insurance
- c. Evidence of Liability Insurance in the amount of no less than \$1,000,000 per occurrence
- d. Evidence Performance Bond
- e. Bid Bond (Required by awarded Contractor)
- f. List of exceptions and deviations (if any)
- g. Proof of Eligibility to work in State of Colorado
- h. Resumes for management team who will be assigned overall contract and project responsibility for the PPLD project
- i. Manufacturer Certification for specified system
- j. **References:** References from three (3) or more recent projects of similar scope and type (size and materials)
- k. **Fees:** State your proposed fees to complete the described services, including any and all fees, whether flat rate or percentage based,

and identifying any specific reimbursables.

1. **Claims/Litigation:** List any claims, litigation, or other issues filed or pending against your firm in the past 5 years.
- m. Warranty Information

*(All of the items listed above under Section 8 point a through m are specifically addressed in Addendums A and C of this RFP).*

9. **Signatures:** The proposal must be signed by an officer of the proposing company.
10. **Withdrawal of Proposal:** A Proposer may withdraw its own proposal at any time prior to the proposal due date and time as identified herein. After that date and time, no proposal may withdraw its proposal for any reason. All proposals shall be valid for a period not less than 90 calendar days after the proposal due date.
11. **Proposal Submissions:** A total of four (4) hard copies and a thumb-drive containing an electronic copy of your proposal must be submitted to the attention of:

**Mike Varnet, PPLD Chief Financial Officer**, at the east entry Information Desk at Library 21c, located at 1175 Chapel Hills Drive, Colorado Springs, Colorado 80920.

The deadline (firm) is Wednesday, October 17, 2018, no later than 12 p.m. local time. Proposals delivered after that time will be received, but will be rejected for being late.

A complete submission includes all required components, as stated in this document.

**B. Selection Provisions:**

1. **Selection:** It is the intent of the PPLD to select only responsible and responsive firms.
2. **Right of Acceptance and Rejection:** PPLD reserves the right to accept or reject any or all proposals and to waive any formalities, informalities, and deviations, which, in its opinion, best serve the interests of the PPLD. PPLD is not bound to accept the lowest priced proposal.
3. **Negotiation:** PPLD reserves the right to negotiate terms and conditions of the contract with the winning vendor.
4. **Basis of Award:** An evaluation team will judge the merit of proposals received in accordance with the general criteria defined within this invitation. The recommendations of this team will be forwarded to the Board of Trustees for approval and execution. The following criteria will be taken into consideration when making evaluations of proposals. This list is not intended to be exhaustive:
  - a. Completeness of Proposal
  - b. References
  - c. Company Qualifications and History
  - d. Cost/Fees
  - e. Any other items deemed in the best interests of PPLD.
5. **Contract Formation:** Following selection of a proposal, the vendor will be required to enter into a written contract with PPLD.

If you have a formal or standard contract that you typically use with such projects,

please attach a copy to this Proposal.

If, in PPLD's sole discretion, the selected proposer has not executed the contract documents within a reasonable time after selection, PPLD reserves the right to rescind the award and select another contractor.

6. **Cancellation:** PPLD reserves the right to cancel the contract, in whole or in part, due to failure of the project team to carry out any term, promise, or condition of the contract. PPLD will issue a written notice of default for acting or failing to act, in the opinion of PPLD, as in any of the following:
  - a. Failure to perform adequately the services required by the contract
  - b. Failure to perform the required work within the time stipulated in the contract, unless mutually agreed in writing otherwise

In the event of cancellation, the Contractor will be provided a reasonable opportunity to correct the default prior to the exercise of the above mentioned remedies.

## **II. Scope of the Project**

See attached Specifications from architects, Design Edge P.C.

**ADDENDUM A  
PIKES PEAK LIBRARY DISTRICT  
RFP #490-18-05  
PROPOSAL COVER SHEET**

**I. GENERAL INFORMATION**

1. **FIRM NAME** \_\_\_\_\_
2. **ADDRESS** \_\_\_\_\_  
\_\_\_\_\_
3. **PHONE** \_\_\_\_\_
5. **E-MAIL AND WEBSITE** \_\_\_\_\_
6. **CONTACT** \_\_\_\_\_

**I. STATEMENT OF MINIMUM QUALIFICATION**

I, \_\_\_\_\_ (printed name) hereby declare  
that I am the \_\_\_\_\_ (title) of

\_\_\_\_\_ (name of firm) submitting  
this profile and declaration, and that I am duly authorized to sign this profile and declaration  
on behalf of the above named firm. All information set forth in this profile and declaration and  
all attachments hereto are, to the best of my knowledge, true, accurate, and complete as of the  
submission date.

The signer further certifies that (please initial):

- a. \_\_\_\_\_ The Company has carefully examined all instructions, requirements,  
specifications, and terms and conditions of the RFP for which this proposal is submitted.  
The company understands all instructions, requirements, specifications, and terms and  
conditions of the RFP, and hereby offers and proposes to furnish the goods and services  
described herein at the prices, fees, and/or rates identified in this proposal, in accordance  
with the instructions, requirements, specifications, and terms and conditions of the RFP.
- b. \_\_\_\_\_ This proposal is a valid and irrevocable offer that will not be revoked and shall  
remain open for the PPLD's acceptance for a period of ninety (90) calendar days from the  
proposal due date.
- c. \_\_\_\_\_ The Company is in full compliance with all applicable federal, state, and local  
laws, rules, regulations, and ordinances governing business practices.
- d. \_\_\_\_\_ All statements, information, and representations prepared and submitted in this  
proposal are current, complete, true, and accurate.

e. \_\_\_\_\_ Submission of this proposal indicates the signer’s acceptance of the evaluation technique and that some subjective judgments may be made by the PPLD as part of the evaluation.

f. \_\_\_\_\_ The company has the following insurance coverage:  
- Workers’ Compensation Insurance  
- Liability Insurance in the amount of no less than \$1,000,000 per occurrence.  
- Performance Bond  
- Bid Bond (Required by awarded Contractor)

Evidences of these insurances are attached.

g. \_\_\_\_\_ A list of exceptions and deviations (if any) is attached.

h. \_\_\_\_\_ A proof of eligibility to work in State of Colorado is attached.

i. \_\_\_\_\_ There have been no claims, litigation, or other issues filed or pending against our company in the past 5 years except as listed below.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

j. \_\_\_\_\_ The Company is aware of Colorado’s Immigration / illegal alien laws pertaining to public contracts. Addendum C (Colorado Statutes 8-17.5 – 102) is signed and attached.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date



**ADDENDUM B**  
**PIKES PEAK LIBRARY DISTRICT**  
**RFP - 490-18-05**  
**Checklist, Questionnaire, and Pricing**

**A. COMPANY EXPERIENCE**

**1. Size (Quantity each of FT / PT / Temporary Employees) and Age of Company**

# of FT Employees: \_\_\_\_\_ # of PT Employees: \_\_\_\_\_ # of Temp. Employees:  
\_\_\_\_\_

Age of Company: \_\_\_\_\_

**2. List of three (3) references from customers with similar scope to this project.**

Indicate the type of business (ie – library, school, medical, business offices, retail, etc.). PPLD reserves the right to contact these clients and schedule a site visit to assess the quality of services provided. Use additional page if needed titled "References."

Company Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Type of Business: \_\_\_\_\_

Scope of service performed: \_\_\_\_\_

\_\_\_\_\_

Company Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Type of Business: \_\_\_\_\_

Scope of service performed: \_\_\_\_\_

\_\_\_\_\_

Company Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Type of Business: \_\_\_\_\_

Scope of service performed: \_\_\_\_\_

\_\_\_\_\_

**3. Personnel Experience.** Please describe the qualifications of the proposed project team and attach their résumés. Include contact information, including phone numbers.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**ADDENDUM C**  
**PIKES PEAK LIBRARY DISTRICT**  
**RFP – 490-18-05**  
**Bid Form**

**Library 21c Reroofing**

**THIS BID IS SUBMITTED TO:**

Pikes Peak Library District

**BIDDER:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.
- 2.01 Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 3.01 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:
  - A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Bidder has obtained and carefully studied (or assumes responsibility for having done so) geotechnical reports, construction drawings, and specifications listed in the bid documents. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- E. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- F. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.

- G. Bidder has given Architect written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Architect is acceptable to Bidder.
- H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the prices provided in the Bid Schedules that follows:
- 6.01 Bidder agrees that the Work will be substantially completed and completed and ready for final payment in accordance with paragraph 14.07.B of the General Conditions and Supplementary Conditions on or before the dates or within the dates indicated in the Agreement, Article 4, Paragraph 4.02.
- 7.01 The undersigned herewith attaches a Bid Bond as a guarantee that he will enter into a Contract and execute the required Performance and Payment Bond.

**BASE BID SCHEDULE**

Item No.	Item	Bid Price (words)	Bid Price (figures)
1	Mobilization and General Conditions		
2	Roof tear-off		
3	New Insulation and Cover Board		
4	New Coping		
5	New Roof Membrane		
6	Carpentry		
7			
8			
9			
10	Bonds		
	Overhead and Profit		
	<u>Total Bid Price</u>		

**ALTERNATE BID SCHEDULE**

Item No.	Item	Add	(Deduct )
1	Roof Deck Attachment		
2	Reuse Existing Roof insulation		
3			
4			
5			

SUBMITTED on \_\_\_\_\_, 2018.

If Bidder is:

An Individual

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
*(Individual's signature)*

Doing business as: \_\_\_\_\_

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

A Partnership

Partnership Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
*(Signature of general partner -- attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

A Corporation

Corporation Name: \_\_\_\_\_ (SEAL)

State of Incorporation: \_\_\_\_\_

Type (General Business, Professional, Service, Limited Liability): \_\_\_\_\_

By: \_\_\_\_\_  
*(Signature -- attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

(CORPORATE SEAL)

Attest \_\_\_\_\_  
*(Signature of Corporate Secretary)*

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

Date of Qualification to do business is \_\_\_\_\_.

A Joint Venture

Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
*(Signature of joint venture partner -- attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

Phone and FAX Number, and Address for receipt of official communications:

\_\_\_\_\_

\_\_\_\_\_

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

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**ADDENDUM D  
PIKES PEAK LIBRARY DISTRICT  
IMMIGRATION CLAUSE FOR CONTRACTS**

**Pursuant to Colorado Revised Statutes Section 8-17.5-102, the Pikes Peak Library District (“PPLD”) shall not enter into or renew a public contract for services with a contractor who knowingly employs or contracts with an illegal alien to perform work under the contract or who knowingly contracts with a subcontractor who knowingly employs or contracts with an illegal alien to perform work under the contract.**

*Accordingly, Contractor agrees that it shall not:*

- Knowingly employ or contract with an illegal alien to perform work under this Agreement; or
- Enter into a contract with a subcontractor for work under this Agreement that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

*Further, Contractor agrees that it shall comply with the following:*

- Contractor has confirmed the employment eligibility for all employees who are newly hired for employment to perform work under this Agreement through participation in either the e-verify program administered jointly by the U.S. Department of Homeland Security and the Social Security Administration (the “E-Verify Program”) or the department program administered by the Colorado Department of Labor and Employment (the “Department Program”).
- Contractor shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while the services under this Agreement are being performed.
- Should Contractor obtain actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Contractor shall:
  - Notify the subcontractor and the PPLD within three days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
  - Terminate the subcontract with the subcontractor if, within three days of receiving the notice, the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if, during such three days, the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment (the “Department”) made in the course of an investigation that the Department may undertake pursuant to its authority under Colorado Revised Statutes Section 8-17.5-102(5).

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Authorized Signature

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Date