



**REQUEST FOR PROPOSAL
For
Penrose-Carnegie Roof Replacement**

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

RFP # 490-21-02

The Pikes Peak Library District invites qualified roofing contractors, with the qualifications as stated herein, and are licensed in the State of Colorado, to submit a response to a Request for Proposal for Penrose-Carnegie Library Roof Replacement located at 20 North Cascade Ave., Colorado Springs, CO, 80903.

Proposal deadline is **2:00 pm MST on Friday, December 3, 2021**

Table of Contents

1. Terms & Condition	1
2. Proposal Submission, Selection, and Contract Formation	3
3. Scope of Work	7
4. Contractor Qualification and Information.....	7
5. Pricing.....	7
ADDENDUM A - PROPOSAL COVER SHEET	8
ADDENDUM B - IMMIGRATION CLAUSE FOR CONTRACTS	10
ADDENDUM C - CHECKLIST, QUESTIONNAIRE, AND PRICING FORM.....	11
Exhibit A- Project Specifications (attached)	
Exhibit B- Project Drawings (attached)	

1. Terms & Condition

- 1.1. Purpose: Pikes Peak Library District (PPLD) is seeking proposals from qualified contractors (the Contractor) to replace the roof on our Penrose-Carnegie Library Branch.

Contractors must be able to certify they have the capabilities and resources to provide all services outlined in the scope of work for this project.

This project is targeted for Spring of 2022.
- 1.2. Interested Parties: All interested Contractors that have the qualifications as stated herein and are licensed to operate within El Paso County and the State of Colorado, are invited to submit a proposal in accordance with the terms, conditions, and specifications contained herein. The Request for Proposal (RFP) documents can be accessed at:
<http://ppld.org/request-for-proposals>.
- 1.3. Sole Point of Contact: Questions and requests for clarification must be sent via e-mail to Loyd Neal, Facilities Project Manager, at lneal@ppld.org and Cc: bids@ppld.org . Please include the RFP number, title, and words "question" and/or "clarification" in the subject line of the e-mail.

Questions and requests without this subject identification may be considered routine emails and may not be properly addressed.

All answers to questions and requests for clarification will be posted on the PPLD website: <http://ppld.org/request-for-proposals> .

Any PPLD response that is considered to be a change in the terms, conditions, and specifications of this RFP will be published as an addendum. No communications of any kind may be considered as a change to the terms, conditions, and specifications in this RFP unless posted as a formal addendum on the link above.
- 1.4. Equal Opportunity: 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.
- 1.5. Expenses: PPLD assumes no liability for payment of expenses incurred by proposers in the preparation and submission of proposals in response to this invitation.
- 1.6. 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 PPLD, be grounds for rejection of the proposal and/or termination of any contract awarded.
- 1.7. Independent Contractor: The Contractor is an independent contractor. Notwithstanding any provision appearing in this RFP, all personnel assigned by the Contractor to perform work under the terms of this RFP and any subsequent agreement shall be, and remain at all times, employees or agents of the Contractor for all purposes. The Contractor shall make no representation that it is the employee of PPLD for any purpose.
- 1.8. Immigration Clause: The Contractor is aware of Colorado's Immigration /Illegal alien laws pertained to public contracts. Addendum B - Immigration Clause for Contracts (Colorado Statute 8-17.5-102) must be signed and attached.
- 1.9. General Requirements: PPLD reserves the right to amend this RFP up to seven (7) business days prior to the date set for receipt of proposals. In addition, PPLD may extend deadlines or withdraw this RFP at any time prior to an award.
- 1.10. Tax Exemption: PPLD, as a local government entity, is exempt from sales and use taxes. Contractor will inform all prospective subcontractors and suppliers, as necessary, from whom they expect to obtain services or supplies of the tax-exempt status of PPLD. Following the

contract award, PPLD will furnish tax exemption certificate(s) to the Contractor.

1.11. 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.

1.12. RFP Schedule:

RFP released Friday, 29 October 2021
Mandatory pre-proposal conference..... Monday, 15 November 2021 @ 10:00 am MST
Deadline for final questions Friday, 19 November 2021
Deadline to return answered questions Wednesday, 24 November 2021
Proposals due Friday, 3 December 2021 by 2:00 pm MST
Board review and decision..... on or about Wednesday, 19 January 2022
Award notification on or about Friday, 21 January 2022

1.13. Mandatory Pre-proposal Conference: A pre-proposal conference will be held at Penrose Library at 20 North Cascade Ave., Colorado Springs, CO, 80903 on Monday, November 15th beginning at 10:00 am MST. Attendance is mandatory for all proposers; no proposals will be accepted from Contractors who did not attend this meeting.

2. Proposal Submission, Selection, and Contract Formation

2.1. Proposal Submission

2.1.1. Substantive proposals: By submitting a proposal, the Contractor 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; (d) it has not sought by collusion to obtain for itself any advantage over any other proposer or over PPLD.

2.1.2. Submission Information and Documents: The proposal must be comprehensive and address all RFP requirements. 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:

2.1.2.1. Addendum A - PROPOSAL COVER SHEET

2.1.2.2. Addendum B - IMMIGRATION CLAUSE FOR CONTRACTS

2.1.2.3. Addendum C – Checklist, Questionnaire, and Pricing Form

2.1.2.4. List of exceptions or deviations (if any)

2.1.3. Signatures: The proposal must be signed by an officer of the proposing Contractor.

2.1.4. 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.

2.1.5. Integration with Contract: The winning proposal will be included and integrated into the final contract documents.

2.1.6. Proposal Submission: Proposals are to be submitted in sealed envelopes, identified with the proposal number and title with all attachments. See the Schedule of Events for due dates. Contractors must submit one (4) hard copies and soft copy (i.e., flash drive, magnetic media, etc.) of the Proposal to:

Pikes Peak Library District
Attn: Tatiana Zonte, Accountant
Finance Office
RFP # 490-21-02
1175 Chapel Hills Drive,
Colorado Springs, CO, 80920

Additional copies may be requested by Pikes Peak Library District. Pikes Peak Library District is not liable for any cost incurred by prospective respondents prior to the issuance of contract(s).

The deadline (firm) is Friday, December 3, 2021, no later than 2:00 pm MST. 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.

2.1.7. Duration of Proposal Offer: Price offers are irrevocable for 90 days following the proposal due date. Once a proposal is accepted, all prices, terms and conditions will remain unchanged throughout the contract period unless specifically agreed otherwise by both PPLD and the successful Contractor.

2.1.8. Withdrawal of Proposal: A Contractor 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.

2.1.9. Information to Proposers:

2.1.9.1. No proposal shall be accepted from, and no contract will be awarded to any person, firm or corporation that is deemed irresponsible or unreliable by PPLD. If requested, proposers will submit satisfactory evidence that they have a practical knowledge of the service bid upon and that they have the necessary financial resources to provide the proposed service called for as described in this Request for Proposal.

2.1.9.2. PPLD reserves the right to investigate and confirm the Contractor’s financial stability. This may include reviewing financial statements, checking bank reference, and interviewing past contractors, employees, and creditors. Unfavorable responses to these investigations are grounds for rejection of the proposal.

2.1.10. Confidentiality: All materials submitted in response to this RFP become the property of PPLD, upon delivery.

Proposals are public information. If a Contractor submits proprietary information, the Contractor will label each proprietary page as “CONFIDENTIAL” and submit in a separate package so PPLD will not release any information marked as Confidential.

2.1.11. Subcontracting: The Contractor must be responsible for the performance of all of its sub-contractors, sub-sub-contractors, and consultants. The use of specific sub-contractors and consultants is subject to the approval of PPLD. The Contractor is responsible for ensuring that all sub-contractors and consultants comply with all the terms of the Contractor’s contract with PPLD.

If the Contractor uses subsidiary companies, explain their role and how they will be involved in this project.

2.1.12. Insurance Requirements: The successful proposer shall have, at the minimum, the following coverage: commercial general liability, automobile liability, excess liability, and worker’s compensation liability. The Contractor shall submit in their proposals, ACORD certificates and/or other proof of the following insurances:

2.1.12.1.	General Liability	\$1,000,000
2.1.12.2.	Automobile Liability	\$1,000,000
2.1.12.3.	Excess (umbrella) Liability	\$1,000,000
2.1.12.4.	Per Truck	\$100,000
2.1.12.5.	Per Occurrence	\$1,000,000
2.1.12.6.	Worker’s Compensation liability that meets statutory requirements.	
2.1.12.7.	Bid Bond (provided by awarded Contractor)	
2.1.12.8.	Performance Bond	

2.1.13. 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.

2.1.14. Continuity: By submitting a proposal, the proposer will make its best efforts to ensure that the key team member(s) remain assigned to the PPLD’s project for the duration of contract. Any

changes to the staffing of this engagement must be discussed up front with PPLD personnel.

2.2. Selection

2.2.1. 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 PPLD. PPLD is not bound to accept the lowest priced proposal.

2.2.2. Selection: It is the intent of PPLD to select only responsible and responsive Contractors. Contractor's proposal should include the most favorable terms and conditions.

2.2.3. Negotiation: PPLD reserves the right to negotiate terms and conditions of the contract with the winning Contractor.

2.2.4. Basis of Award: An evaluation team will judge the merit of proposals received in accordance with the general criteria defined within this RFP. 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:

- 2.2.4.1. Completeness of Proposal
- 2.2.4.2. References
- 2.2.4.3. Pricing
- 2.2.4.4. Quality of Services
- 2.2.4.5. Contractor Qualification and History
- 2.2.4.6. Any other items deemed in the best interests of PPLD

2.3. Contract Formation

2.3.1. Agreement in Writing: Following selection of a proposal, the Contractor will be required to enter into a written contract with PPLD.

The winning proposal will be included and integrated into the final contract documents. It is in the Contractor's best interest to ensure the proposal is accurate to allow for the integration with minimal changes.

The Contractor can attach a formal or standard contract typically used with such projects. A standard contract is not a condition of accepting the 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.

2.3.2. Amendments to Contract: Parties hereto reserve the right to make amendments or modifications to the contract by written amendment signed by both parties.

2.3.3. Termination of Contract for Cause: If, through any cause, the successful Contractor shall fail to fulfill in a timely and proper manner its obligations or if the successful Contractor shall violate any of the covenants, agreements or stipulations of the Contract, PPLD shall thereupon have the right to terminate the contract by giving written notice to the successful Contractor of such termination and specifying the effective date of termination. In that event, all finished or unfinished services, reports or other materials prepared by the successful Contractor shall, at the option of PPLD, become its property, and the successful Contractor shall be entitled to receive just, equitable compensation for any satisfactory work completed, prepared documents or materials as furnished. Notwithstanding the above, the successful Contractor shall not be relieved of liability to PPLD for damage sustained by PPLD by virtue of breach of the Contract by the successful Contractor and PPLD may withhold any payments to the successful Contractor for the purpose of set off until such time as the exact amount of damages due PPLD from the successful Contractor is determined.

- 2.3.4. Termination of Contract for Convenience: PPLD may terminate the Contract at any time by giving written notice to the successful Contractor of such termination and specifying the effective date thereof, at least thirty (30) working days before the effective date of such termination. In that event, all finished or unfinished services, reports, material(s) prepared or furnished by the successful Contractor under the contract shall, at the option of PPLD, become its property.
- 2.3.5. Cancellation: Either party may cancel the Contract in the event that a petition, either voluntary or involuntary, is filed to declare the other party bankrupt or insolvent or in the event that such party makes an assignment for the benefit of creditors.

3. Scope of Work

3.1. Service Specifications:

The specifications of this project as created by Roof Tech Consultants, attached:

Exhibit A- Project Specifications

Exhibit B- Project Drawings

3.2. The successful proposer shall be required to furnish all permits, equipment, tools, machinery, transportation and other implements necessary to fulfill the provisions of this Contract. This includes but is not limited to all procurement and contracting requirement specifications included within.

3.3. All work shall be done to the highest of industry quality and standards.

3.4. Contractor shall ensure all materials and workmanship are in accordance with specifications provided by Roof Tech Consultants and shall correct any and all deficiencies found not meeting such requirements.

3.5. No non-employees, employee's significant others, employee's children, or employee's pet(s) shall be permitted on the jobsite, by the Contractor, during the performance of this contract.

4. Contractor Qualification and Information

The following information and documents must be included in submitted proposal:

4.1. Provide the name of the proposing Contractor, address, telephone and primary contact person.

4.2. Include an affirmative statement that the Contractor is licensed in the State of Colorado.

4.3. State the size of the Contractor and provide a history summary.

4.4. Describe the Contractor's qualifications and experience. Describe your current or past relationship with PPLD. Describe any similar projects performed by your organization.

4.5. Provide references from minimum three (3) recent similar projects including name, telephone number and a brief statement describing their association with your organization (e.g., other library, educational or public sector clients). References from the Colorado Front Range are also preferred.

4.6. Provide the name and resume of the person that will be assigned as the lead on this project.

4.7. Provide any other information you feel should be considered in the selection process.

4.8. Contractor shall be certified by membrane manufacturer for the installation of the specified roof system. Project Supervisor shall be certified by the membrane manufacturer. Certification shall have been issued a least 2 years prior to bid date.

5. Pricing

5.1. Minimum Services: PPLD is looking for the best-value proposal that meets the needs of the district to include all cost aspects of service.

Please include all price information in the table(s) located on Addendum C CHECKLIST, QUESTIONNAIRE, AND PRICING FORM.

PPLD will not pay for items not included in the pricing table. That does not include a change in the scope of services, as outlined in the RFP.

ADDENDUM A - PROPOSAL COVER SHEET

**PIKES PEAK LIBRARY DISTRICT
RFP # 490-21-02**

I. GENERAL INFORMATION

- 1. CONTRACTOR NAME _____
- 2. ADDRESS _____

- 3. PHONE _____
- 5. E-MAIL AND WEBSITE _____
- 6. CONTACT _____

II. STATEMENT OF MINIMUM QUALIFICATION

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

_____ (name of Contractor)
submitting this profile and declaration, and that I am duly authorized to sign this profile and declaration on behalf of the above named Contractor. 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 Contractor has carefully examined all instructions, requirements, specifications, and terms and conditions of the RFP for which this proposal is submitted. The Contractor understands all instructions, requirements, specifications, and terms and conditions of this 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 this 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 Contractor 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 PPLD as part of the evaluation.

f. _____ The Contractor has to provide proof of all required insurance coverage:

- General Liability \$1,000,000
- Automobile Liability \$1,000,000
- Excess (umbrella) Liability \$1,000,000
- Per Truck \$100,000
- Per Occurrence \$1,000,000
- Worker's Compensation liability that meets statutory requirements.
- Bid Bond (provided by awarded Contractor)
- Performance Bond

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

h. _____ A proof of eligibility to operate in El Paso County and the State of Colorado is attached.

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

j. _____ The Contractor is aware of Colorado's Immigration / illegal alien laws pertaining to public contracts. Addendum B (Colorado Statutes 8-17.5 – 102) is signed and attached.

Authorized Signature

Date

ADDENDUM B - IMMIGRATION CLAUSE FOR CONTRACTS

**PIKES PEAK LIBRARY DISTRICT
RFP # 490-21-02**

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 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).

Authorized Signature

Date

ADDENDUM C - CHECKLIST, QUESTIONNAIRE, AND PRICING FORM

**PIKES PEAK LIBRARY DISTRICT
RFP # 490-21-02**

A. Statement of Qualification (Fill in or attach additional pages as needed):

1. Contractor size and years in business: _____

2. Contractor History Summary: _____

3. Describe the qualification and current and past experience with PPLD (if any):

4. Describe any similar projects performed by your organization:

5. Provide evidence of certification by membrane manufacturer for the installation of the specified roof system and the Project Supervisor is certified by the membrane manufacturer. Certification shall have been issued a least 2 years prior to bid date.

B. List of References, at least three:

Include current name, address, and telephone number of a contact person. Please attach a new page for more references (if any).

Company Name: _____ Contact Name: _____
Address: _____ Phone: _____
Scope of service performed: _____

Company Name: _____ Contact Name: _____
Address: _____ Phone: _____
Scope of service performed: _____

Company Name: _____ Contact Name: _____
Address: _____ Phone: _____
Scope of service performed: _____

C. Personnel's Experience:

Provide the name of the person assigned to lead this project and attach the resume.

Attach resumes and certification held by key employees.

D. Scope of Work:

Please state that the Contractor understands and comply with all instructions, requirements, and specifications described in Section 3. **Scope of Work.**

Please submit a response for each numbered or lettered item of Sections 3. The response must be in the same format and sequence as in the RFP. The response must include description, schedules, and any additional clarifying information, such as appendices, charts, diagrams, etc.

E. Quality Assurance: Describe your organization philosophy for servicing a client and commitment to customer service and quality assurance.

F. Pricing: Please include all price information in the tables below:

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 Sheet Metal Flashing		
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			
2			
3			
4			
5			

PPLD is looking for the best-value proposal that meets the needs of the district to include all cost aspects of service.

PPLD will not pay for items not included in the pricing table. That does not include a change in the scope of services, as outlined in the RFP.

G. Other Information: Please provide any other information that you feel should be considered in the selection process.

Authorized Signature

Date

Exhibit A- Project Specifications (attached)

Exhibit B- Project Drawings (attached)