



Request for Proposals (RFP)

Construction Observation & Material Testing and Third-Party Inspections

Project:

Middle School #6

Issued by:

School District 27J
1850 Egbert St., Suite 140
Brighton, CO 80601



Subject: Middle School #6 RFP for Construction Observation & Material Testing and Third-Party Inspection Services

Enclosures: (1) Vendor Acknowledgement
(2) Instruction to Proposers
(3) Scope of Proposal
(4) Pricing Template
(5) Project Schedule
(6) Project Drawings and Specification
(7) Consultant Agreement and General Conditions

To: All prospective proposers:

School District 27J and its Owner's Representative, Anser Advisory are pleased to issue this Request for Proposal (RFP) to provide Construction Observation & Material Testing and Third-Party Inspection services for Middle School #6.

The proposed middle school facility will provide a new school in the west part of the district for students in grades 6-8. The school will be built using the prototype model that the district used for Stuart, Prairie View, and Quist middle schools. The prototype school includes a two-story classroom wing featuring state-of-the-art technology, administration area, gymnasium, cafeteria, media center, athletic fields and more.

Critical Dates:

1) RFP Issue Date: April 5, 2024

2) Questions Due Date: April 17, 2024 at 2:00 PM, MST. Responses to emailed questions will be provided in writing to all prospective proposers. Local Time. All questions are to be emailed to Leslie Baca at lbaca@sd27j.net.

3) Proposal Due Date: Proposals must be sent or delivered as directed in this solicitation and received on or before, **April 30, 2024 at 2:00 MST**, Local Time. Proposals received after this time will not be considered and individual extensions to the due date will not be granted. The District will only accept an e-mail response to this Request for Proposal. You are responsible to address the email to lbaca@sd27j.net.

4) Proposal Expiration date: Proposers must indicate an expiration date for the proposal and pricing. Any expiration date shall not be less than ninety (90) days from the proposal due date as indicated herein.

NOTE: THERE WILL NOT BE A BID OPENING ON THE PROJECT.



VENDOR ACKNOWLEDGEMENT

Purpose: The purpose of this RFP is to provide School District 27J Construction Observation & Material Testing and Third-Party Inspection Services for the Middles School #6 project.

Date: April 5, 2024

Proposal title: Middle School #6 Construction Observation & Material Testing and Third-Party Inspection Services

Proposals will be received until: April 30, 2024 at 2:00 PM

For additional information please contact: Leslie Baca Construction Specialist
lbaca@sd27j.net

Documents included in this package:

- (1) Vendor Acknowledgement
- (2) Bid Instructions
- (3) Scope of Proposal
- (4) Pricing Template
- (5) Project Schedule
- (6) Project Drawings and Specification
- (7) Consultant Agreement and General Conditions

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the Vendor, (2) he/she has read all terms and conditions, technical specifications and all other Contract Documents which were made available in conjunction with this Solicitation and fully understands and accepts them, (3) that the offer is being submitted on behalf of the Vendor in accordance with any terms and conditions set forth in this document, and (4) that the Vendor will accept any awards made to it as a result of the offer submitted herein for a minimum of ninety (90) calendar days following the date of submission.

VENDOR PRINT OR TYPE YOUR INFORMATION

(Include this form in your proposal)

Name of Company: _____ Fax: _____
Address: _____ City/State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone: _____
Authorized Representative's Signature: _____ Phone: _____
Printed Name: _____ Title: _____ Date: _____
Email Address: _____ Approved by: _____ Date: _____



BID INSTRUCTIONS

1) TERMS/DEFINITIONS:

The term (“District”, or “Owner”) throughout this Request for Proposal refers to School District 27J. The term (“Bidder”, “Contractor”, or “Vendor”) hereby refers to the company that submits a proposal in response to this Solicitation. The term (“Bid”, or “Offer”) is a written response to provide Goods and/or Services in response to this Solicitation. (“Closing”) is hereby defined as the specified date and time, or the deadline for bid submission.

2) CONTENTS OF OFFER:

- a) General Conditions. Vendors are required to submit their Offers in accordance with the following expressed conditions:
 - (1) Vendors shall make all investigations necessary to thoroughly inform themselves regarding the project. No plea of ignorance by the Vendor of conditions that exist or that may hereafter exist as a result of failure to fulfill the requirements of the contract documents will be accepted as the basis for varying the requirements of the District or the compensation to the Vendor.
 - ii) Vendors are advised that all District contracts are subject to all legal requirements contained in the District Board policies, the District policy and procedures and state and federal statutes. When conflicts between the Solicitation and these legal documents occur, the highest authority will prevail.
 - iii) Vendors are required to state exactly what they intend to furnish to the District via this Solicitation and must indicate any variances to the terms, conditions, and specifications of this Solicitation no matter how slight. If variations are not stated in the Vendor’s Offer, it shall be construed that the Vendor’s Offer fully complies with all conditions identified in this Solicitation.
 - iv) All Offers and other materials submitted in response to this Solicitation shall become the property of School District 27J.
 - v) Open Records. The Vendor understands that all material provided or produced under this Agreement may be subject to the Colorado Open Records Act, § 24-72-201, et seq., C.R.S., and that in the event of a request to the District for disclosure of such information, the District shall advise the Vendor of such request in order to give the Vendor the opportunity to object to the disclosure of any of its proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, the District will tender all such material to the court for judicial determination of the issue of disclosure and the Vendor agrees to intervene in such lawsuit to protect and assert its claims of privilege and against disclosure of such material or waive the same. The Vendor further agrees to defend, indemnify and save and hold harmless the District, its officers, agents and employees, from any claims,

damages, expenses, losses or costs arising out of the Vendor's intervention to protect and assert its claim of privilege against disclosure under this Article including, but not limited to, prompt reimbursement to the District of all reasonable attorney fees, costs and damages that the District may incur directly or may be ordered to pay by such court.

b) Clarification and Modifications in Terms and Conditions

- i) If any Vendor contemplating submitting an Offer under this Solicitation is in doubt as to the true meaning of the specifications, the Vendor must submit a **written request** for clarification to the District's specified contact person. The Vendor submitting the request shall be responsible for ensuring that the request is received by the District in accordance with the Solicitation Schedule.

3) **Any official interpretation of this Solicitation must be made, in writing, by an agent of the District's Construction Services Department who is authorized to act on behalf of the District. The District shall not be responsible for interpretations offered by employees of the District who are not agents of the District's Construction Services Department.**

- 4) The District shall issue a written addendum for substantial changes which impact the technical submission of Offers. Such addenda shall be e-mailed to all Vendors that have notified the District of their intent to bid on this project. The Vendor shall certify its acknowledgment of the addendum by signing the addendum and returning it with its Offer. In the event of conflict with the original contract documents, addenda shall govern over all Contract Documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

a) Prices Contained in Offer

- i) The District is exempt from paying taxes. Notwithstanding, Vendors should be aware of the fact that all materials and supplies which are purchased directly by the Vendor in conjunction with this contract will be subject to applicable state and local sales taxes and these taxes shall be borne by the Vendor.
- ii) The Vendor, by affixing its signature to this Solicitation, certifies that its Offer is made without previous understanding, agreement, or connection either with any persons, firms or corporations making an Offer for the same items, or with the District. The Vendor also certifies that its Offer is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. To insure integrity of the District's public procurement process, all Vendors are hereby placed on notice that any and all Vendors who falsify the certifications required in conjunction with this section will be prosecuted to the fullest extent of the law.

b) Qualification of Vendor. Vendor shall be prepared, if so requested by 27J, to present evidence of his experience, qualifications and financial ability to carry out the Contract Documents.

- 5) **SOLICITATION:** The following activities outline the process to be used to solicit vendor responses and to evaluate each vendor proposal.

a) Solicitation Schedule:

Distribute Request for Proposal
Deadline for Submitting Questions
Proposal Due Date Deadline

April 5, 2024
April 17, 2024 at 2:00 PM, MST
April 30, 2024 at 2:00 PM, MST

6) PREPARATION AND SUBMISSION OF OFFER

a) Preparation

- i) All Offers will refer to and contain the information requested in the Scope of Work/Specifications document (included) as well as follow the format as described therein.
- ii) Offers must contain, a signature of an authorized agent of the Vendor in the space provided on the Vendor Acknowledgement. **The original Vendor Acknowledgement of this Solicitation must be included in all Offers.**
- iii) The accuracy of the Offer is the sole responsibility of the Vendor. No changes in the Offer shall be allowed after the date and time that the Offers are due.

b) Proposal Requirements

- i) All proposals must contain the following information:
- ii) Vendor Acknowledgement Form
- iii) A summary of the important characteristics of your firm/team that demonstrate the firm/team meets all of the minimum qualifications as listed previously in this document, including a description of the firm stating the size, locations, nature of the work performed by the firm, number of years in existence, (1 page maximum)
- iv) Past Experience: District will consider past experience for projects of similar size and complexity, as well as work with the District on past projects (1 page maximum)
- v) The names of the key personnel who will participate primarily in this project. (1 page maximum)
- vi) Relevant Projects. (1 page maximum)

c) Submission

- i) Please furnish one (1) digital PDF copy of your entire proposal via email.
- ii) Unless otherwise specified, when a pricing form is included as a part of the Solicitation, it must be used when the Vendor is submitting its Offer. The Vendor shall not alter this form (e.g. add or modify categories for posting prices offered) unless expressly permitted in the addendum duly issued by the District. No other form shall be accepted.

7) **AWARD OF CONTRACT.** The District shall award a contract to a Vendor through the issuance of an Intent to Award. All of the documents included and/or referred to in this Solicitation (the “Contract Documents”) are collectively an integral part of the agreement between the School District 27J and the successful Vendor. Accordingly, all Vendors must be thoroughly familiar with these documents and the terms and conditions governing the project. Upon issuance of a Notice of Award, the Vendor must execute, in substantially the same form, the Contract Documents.

8) **CONTRACTUAL OBLIGATIONS.** The terms and conditions for the design services requested for in this RFQP are contained in the Contract Documents, including, but not limited to, the Agreement.

- 9) **EVALUATION CRITERIA.** An committee composed of representatives selected by District will perform the evaluation of proposals. The committee shall evaluate statements of qualifications, performance data, and technical proposals submitted by the Vendor and may conduct interviews based upon evaluation factors listed in the proposal requirements. Proposals will be evaluated and scored by the committee based primarily on qualifications, compliance with scope of work, timeline and dates, and cost. The highest scoring vendor will be awarded the project.
- 10) **NEGOTIATIONS.** The District reserves the right to conduct negotiations with Vendors and to accept revisions of proposals. During this negotiation period, the District will not disclose any information derived from proposals submitted, or from discussions with other Vendors. Once an award is made, the solicitation file and the proposals contained therein are in the public record



SCOPE OF PROPOSAL

1.1 SCOPE OF SERVICES

Review the provided project documents and prepare a not-to-exceed fee estimate based on the testing and inspections required.

Please separate your fee estimate into the following two cost estimates:

- A. On site construction observation and materials testing work – includes, but not limited to, laboratory testing, earthwork testing and inspections, cast-in-place concrete and reinforcing steel testing and inspections, asphalt paving testing, and structural steel testing and inspections.
- B. 3rd Party Building Inspections – includes all anticipated DFPC required 3rd party building inspections to be performed by a certified and State approved building inspector (including building envelope as required by 2021 IBC).
- C. For each cost estimate total, please include a detailed break out of the cost for each scope of work item including quantity of hours, tests performed, hourly rate, unit costs, etc.
- D. Attach a company fee schedule indicating hourly and unit rates for items not provided in the fee estimate.
- E. Invoices will include a detailed Schedule of Values with a breakdown for each of the two cost estimates.



CONSULTANT AGREEMENT & GENERAL CONDITIONS

<https://anseradvisory.egnyte.com/dl/87xaFfjXXk>

PROJECT SCHEDULE

<https://anseradvisory.egnyte.com/dl/5LNBoK2KZp>

PROJECT DRAWINGS AND SPECIFICATIONS

<https://anseradvisory.egnyte.com/fl/LdSK4kgbZK>