

REQUEST FOR PROPOSAL

FOR: Roof Replacement @ Orchard Court Conference Center

Request for Proposal No. 24-005
Date of Issue: October 18, 2024
Proposal Closing Date: November 14, 2024, at 2:00 PM Mountain Prevailing Time
(MPT)
Proposal to be returned PRIOR TO date and time above.

RETURN TO:

Westminster Public Schools
Logistics Department
7002 Raleigh Street
Westminster, Colorado 80030

THIS IS NOT A COMPETITIVE BID. The request for proposal process allows the District to select the vendor that best meets the needs of the District, taking into consideration vendor qualifications, price, products, and service capabilities.

PROPOSER'S CERTIFICATION

We offer to furnish to the District the products, services, and equipment requested in accordance with the specifications described herein:

Proposer: _____
Address: _____
City: _____ State: _____ Zip: _____
Telephone No.: _____
Name: _____
Email: _____
Title: _____
Signature: _____
Date: _____

REQUEST FOR PROPOSAL

RFP NO. 24-005

Westminster Public Schools is requesting sealed proposals from qualified firms or individuals for a Roof Replacement at the Orchard Court Conference Center.

Proposals are to be addressed and delivered to the Logistics Department of Westminster Public Schools, in accordance with the Instructions to Proposers and all other requirements as referenced in this document. Proposals will be received until November 14, 2024 at 2:00 PM Mountain Prevailing Time (MPT) at which time a representative of the Logistics Department will announce publicly the names of those firms or individuals submitting proposals. No other public disclosure will be made until after award of contract.

The District will use the following tentative schedule for the selection process:

- Mail requests for proposals October 18, 2024
- Proposal submission deadline November 14, 2024
- Last day for questions November 1, 2024
- Interviews with selected proposers TBD
- Recommendation to the Board of Education TBD

WESTMINSTER PUBLIC SCHOOLS

Eric Hodges
Executive Director, Logistics Department

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INSTRUCTIONS TO PROPOSERS

1. Firms responding to this Request for Proposal (“RFP”) must submit their proposals in the overall format as outlined in this solicitation.
2. Vendor must provide **One (1) original (clearly marked), three (3) copies and a searchable digital copy (i.e. flash drive)** of the proposal submitted no later than **2:00 P.M. Mountain Prevailing Time (MPT) November 14, 2024 to:**

Westminster Public Schools
Logistics Department
7002 Raleigh St.
Westminster, CO 80030

3. Proposals must be submitted in a sealed package or envelope listing the following information on the outside:

- RFP Title: Roof Replacement @ Orchard Court Conference Center
- RFP Number: 24-005
- RFP Due Date: November 14, 2024
- Proposer’s name and address:

No telephone, electronic, or facsimile proposals will be considered unless otherwise state within this document.

4. **Late Proposals will not be accepted or considered.** It is the responsibility of the Proposer to ensure that the RFP arrives at the District’s Logistic Department prior to the time indicated in the “Request for Proposal”. Telephone quotes will not be accepted when competitive sealed RFPs are solicited. In addition, proposals sent by electronic devices are not acceptable and will be rejected upon receipt. Proposing firms will be expected to allow adequate time for delivery of their RFPs either by air freight, postal service or other means. Proposals must be sent by mail or hand delivered, allowing sufficient delivery time to ensure receipt in the Logistics Department by the deadline specified. Time and date validation will occur in the Logistics Department. All proposals received after the deadline will be automatically rejected and will be returned to the proposer unopened.

INSTRUCTIONS TO PROPOSERS (Continued)

5. Proposals must be dated and signed by a duly authorized partner or corporate officer, with that person's name and title clearly identified. All of the proposal contents and fees must be guaranteed for ninety (90) days from the proposal date.
6. The content of all proposals must conform to the following:
 - Proposers must respond to the questions in the order presented.
 - Proposers may provide additional supporting documentation pertinent to clarification of the proposal.
7. The District reserves the right to:
 - Reject any and all proposals received as a result of this RFP.
 - Waive or decline to waive any informalities and any irregularities in any proposal or responses received.
 - Adopt all or any part of the proposer's proposal.
 - Negotiate changes in the scope of work or services to be provided.
 - Withhold the award of contract.
 - Select the proposal it deems to be most qualified to fulfill the needs of the District. The proposer with the lowest proposal will not necessarily be the one most qualified, since a number of factors other than price are important in the determination of the most acceptable proposal.
8. The selected proposer will be required to assume responsibility for all goods and services offered in the proposal, whether or not the proposer produces them. Further, the selected proposer shall be the sole point of contact and responsibility with regard to all contractual matters, including payment of any and all charges resulting from the contract. The selected proposer shall not assign or transfer any interest in the contract without prior written consent of the District.
9. The District 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 a contract.
10. All proposals and other materials submitted shall become the property of the District.

INSTRUCTIONS TO PROPOSERS (Continued)

11. No reports, information, or data given to or prepared by the selected proposer shall be made available to any individual or organization by a respondent or the selected proposer without prior written approval of the District.
12. All changes in the RFP documents shall be through written addendum and furnished to all proposers. Verbal information obtained otherwise will not be considered in awarding of the proposal.
13. The selected proposer may be required to enter into a written contract with the District on the District's approved form. All information contained in this request for proposal and acceptable provisions of the proposer's response will be attached to and made part of the executed contract.
14. Proposers who have questions concerning the submission of proposals, the RFP process, the specifications or scope of work must contact:

Eric Hodges
Executive Director, Logistics Department
Email: ehodges@wps.org
Subject line: RFP #24-005

15. The proposals will be reviewed by a selection committee. The committee may request additional information from proposers or request personal interviews with one or more proposers. Final evaluation and selection may be based on, but not limited to, any or all of the following:
 - Information presented in the proposal.
 - Ability of the proposer to provide quality and timely products and services.
 - Qualifications and experience of the proposer.
 - Reference checks.
 - Personal interview.
 - Total cost.
 - Proposed timelines.
 - Sub-contractor selection may be considered.

INSTRUCTIONS TO PROPOSERS (Continued)

16. Westminster Public Schools is an Equal Opportunity Employer. District policy prohibits discrimination against any applicant on the bases of race, color, creed, sex, sexual orientation, religion, national origin, ancestry, age, genetic information, marital status, or disability.
17. **Appeal of Award:** Respondents may appeal by submitting, in writing, a detailed request for reconsideration to the District's Director of Logistics within 72 hours after the recommendation of award has been made, provided that the appeal is sought by the Respondent prior to the District finalizing a contract with the selected vendor.
18. **Governing Law:** The Contract shall be governed by the laws of the State of Colorado. In the event of any litigation between the parties related in any way to the Contract of the Work, such action shall be brought only in the District Court of Adams County, Colorado. The substantially prevailing party in such case shall recover its reasonable attorney fees, expert fees and cost incurred in such litigation.
19. **Performance Bond:** A Performance and Payment (Labor and Material) Bond with good and sufficient Surety will be delivered to the District within ten (10) days after receipt of the final award document and prior to the work commencing. (Applies only to proposals over \$75,000). The punitive sum of the Performance Bond will equal 100 percent of the contract price that will be retained for a period of one year after compliance with the contract. Failure to deliver said bonds as specified shall be considered as having abandoned the contract and the bid security will be retained as liquidated damages (if applicable).
20. **Insurance Requirements:** Before commencing any work, the successful bidder is required, at his/her own expense, to furnish Westminster Public Schools, Logistics Director, within 10 days of notification of award; certified copies of all insurance policies showing the following insurance coverage (unless specified differently in project specifications). The insurance policy is to remain in force throughout the term of the contract (insurance companies must be licensed and admitted to do business in Colorado):

INSTRUCTIONS TO PROPOSERS (Continued)

General Public Liability: \$1,000,000 Bodily injury, per occurrence
 \$1,000,000 Bodily injury, aggregate
 \$1,000,000 Property damage, per occurrence
 \$1,000,000 Property damage, aggregate

Automobile Liability: \$500,000 Bodily injury, per occurrence
 \$100,000 Property damage, per occurrence

Workmen's Compensation: Statutory limits per State of Colorado.

The District may, if it so desires, withhold the payments due the contractor so long as shall be reasonably necessary to indemnify the District on account of such injuries.

21. **Contract Termination with Cause:** Westminster Public Schools 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 District may terminate this Contract. In the event the District shall elect to terminate this contract for cause, the District 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 the District shall have no further obligation to the awarded Contractor, pursuant to this Contract subsequent to the date that the Contract is terminated for cause as aforementioned by the District.

22. **Contract Termination without Cause:** Westminster Public Schools 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 the District. In the event the District shall elect to terminate this contract without cause, the District 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 the District 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 the District shall have no further obligation to the awarded Contractor, subsequent to the date of termination of this Contract as specified in the written notice.

INSTRUCTIONS TO PROPOSERS (Continued)

23. **Contractor's Personnel:** Qualifications of people working under this contract will be submitted to the District in writing for approval prior to them conducting any service under this contract. Submit list of all employees that will be working under the current contract and any intention for additional personnel, and back-up personnel for each function.
24. **Communications:** Contractor must provide a means to receive direct communications from the District. A copy of all written communication concerning contract discrepancies, issues or concerns from the District and the Contractor shall be forwarded to the Director of Logistics upon issuance.
25. **Contract Administration:** Westminster Public Schools 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 corrected immediately at no additional cost to the District. 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 Contractors' 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 the District for any additional cost incurred by the District 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 Westminster Public Schools.

Westminster Public Schools reserves the right to terminate this contract in whole or in part should the need for the services cease to exist.

Contractor shall be subject to periodic performance evaluations by district 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 the District.

INSTRUCTIONS TO PROPOSERS (Continued)

26. **Cooperative Purchasing:** Westminster Public Schools is a member of the Cooperative Educational Purchasing Council (CEPC). The geography of CEPC lies along the Front Range of the Rocky Mountains from the Fort Collins/Greeley area in the north to Colorado Springs in the south. This membership of public purchasing departments represents approximately seventy percent (70%) of the K-12 public school enrollment in the State of Colorado. If within the service area of the successful Bidder, it is hereby agreed and understood that any member of the CEPC may avail itself of this contract and purchase any and all items specified herein from the successful Bidder(s) at the contract price(s) established herein. Each CEPC member that uses a contract(s) resulting hereof will establish its own contract, place its own orders, issue its own purchase orders, be invoiced there from and make its own payments, and issue its own exemption certificates as required by the Bidder. It is understood and agreed that Westminster Public Schools is not a legally binding party to any contractual agreement made between a CEPC member and the Bidder as a result of this bid.
27. **Time is of the essence:** When a date is set for the delivery of merchandise or the performance of work, said merchandise must be delivered, and/or work must be performed, on or before said date, or the Contract/Purchase Order for the delinquent merchandise and/or work may be canceled and awarded to another Bidder. In such case, the District shall have the right to buy such merchandise and have such work performed at market price for immediate delivery, and all excess costs shall be paid by the Bidder whose merchandise and/or work was delinquent.
28. **Force Majeure:** No default, delay, or failure to perform by either party shall be considered a default, delay or failure to perform, if such default, delay or failure to perform is due to cases beyond either party's reasonable control including, but not limited to: strikes, lockouts, or inaction of governmental authorities, epidemics or pandemics, and or public health emergency, war, acts of terrorism, embargoes, fire, earthquake, hurricanes or other severe weather conditions, acts of God, or default of common carrier. In the event of such default, delay or failure to perform, any date or times by which with party is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the excused default, delay or failure to perform.
29. **Vendor Performance:** In accordance with the District's policy regarding the use of tobacco products, no employee of the Bidder, including subcontractors, shall be permitted to use tobacco products while on District property, this policy also includes the use of vaping devices. This includes school buildings, grounds, school owned and leased vehicles, and sites leased by the District.

INSTRUCTIONS TO PROPOSERS (Continued)

The Vendor shall provide an SDS, (Safety Data Sheet) formerly known as MSDS for each hazardous chemical delivered to the District. A current SDS shall be required on each item for each subsequent deliver of that item.

Certification: The Contractor certifies that the Contractor shall comply with the provisions of C.R.S. § 8-17.5-101 *et seq.* The Contractor shall not knowingly (a) employ or contract with an illegal alien to perform work under this contract, (b) enter into a contract with a subcontractor that knowingly employs or contracts with an illegal alien to perform work under this contract, or (c) enter into a contract with a subcontractor that fails to contain a certification to the Contractor that subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. The Contractor represents, warrants, and agrees that it (i) has verified that it does not employ and illegal aliens, through participation in the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security, (ii) will comply with all requirements of C.R.S. §8-17.5-102(2) (b), and (iii) shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment. If the Contractor fails to comply with any requirement of this provision of C.R.S. §8-17.5-101 *et seq.*, the District may terminate this contract for breach and the Contractor shall be liable for actual and consequential damages to the District. Any person who is engaged by Consultant as a subcontractor shall comply with the provisions of C.R.S. §24-76.5-101 *et seq.* by producing one of the forms of identification as provided therein and otherwise demonstrating that he or she is lawfully present in the United State. Respondent shall complete Certification Statement Regarding Illegal Aliens form contained within this document.

The District prohibits any form of harassment including and not limited on the basis of race, color, religion, sex, national origin, age, marital status, or disability. It shall be a violation of this policy for any vendor or their agent to harass a student or and employee through conduct or communication.

The District will act to investigate all complaints, formal or informal, verbal or written of harassment and to discipline any vendor or their agent that harasses a student or employee of the District.

INSTRUCTIONS TO PROPOSERS (Continued)

30. **Background Checks:** The successful Vendor will be required to complete, at their own expense, a Criminal records check on all employees working on or reasonably likely to work on school district 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 property for this contract.

The successful Vendor 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 Vendor will be responsible to adhere to any Federal, State and Local privacy and confidentiality requirements and other laws, regulations or policies governing employees background checks.

31. **Sustainability:** Westminster Public Schools is committed to protecting the environment, and the health of the community and its employees. In accordance with this policy, Westminster Public Schools and its departments are directed to procure cost-competitive products and services that minimize resource consumption and negative impacts on the environment and human health.

Vendors, when applicable, are to follow standards and recommendations of the United States Environmental Protection Agency EPP (Environmentally Preferable Purchasing) program, the Green Seal organization, and standards and practices specified by the U.S. Green Building Council, including the Leadership in Energy and Environmental Design (LEED) program.

Vendors, when providing products that would qualify as EPP products please be specific as to the standards or which program has approved your solution.

32. **Modifications To Existing Contract:** No Change will be made to the requirements of this contract without the express written consent of the District. Terms and conditions may be added and deleted upon mutual agreement between authorizes agents of the District and the Bidder, provided that such terms and conditions remain within the scope and original intent of the RFP. Said terms and conditions may include, but are not limited to, additions or deletions of service levels and/or commodities and increases or decreases in the time limits for an existing contract. Any and all modifications must be expressed in writing through a written change order and executed by authorized agents of the District and the Bidder prior to the enactment of such modifications.

INSTRUCTIONS TO PROPOSERS (Continued)

Any excess cost incurred by the contractor, in the event an unauthorized change is made, will be at the Bidders expense and not chargeable to the District. Any change made without the consent of the District may result in cancellation of this contract.

33. **Inspection and Acceptance:** Each item delivered under this contract will be inspected by the District at the time of delivery, or as soon thereafter as possible. Any item found not to meet the Technical Provisions of this contract will be immediately returned to the contractor for repair or replacement at the contractor's expense. If return of an item is not possible, the contractor will be notified of non-acceptance within 3 days of inspection by the District. Any item will be considered accepted by the District after a satisfactory inspection has been made and any repairs or replacements required have been accomplished.

Inspection shall not relieve the contractor or responsibility for damage to or loss of the material prior to acceptance, nor in any way affect the contractor's or manufacturer warranty.

34. **Payment:** The District shall award a contract to a bidder through issuance of a purchase order. Upon delivery of the item and acceptance by the District, the successful Bidder will submit an original invoice to the Accounting Office for payment. Submit invoice to Westminster Public Schools, Accounting Department, 7002 Raleigh Street, Westminster, CO 80030. State the purchase order number on the invoice. The District will make every effort to pay all invoices on a timely basis. Past due invoices will not be considered as justification for withholding any shipment. The District will not pay late charges or interest charges.

35. **Tax Exemptions:** In accordance with regulations of the Department of Revenue, State of Colorado, all manufacturers' excise and sales tax due in the State of Colorado, or other local entity, on any items provided pursuant to this contract are exempted from payment by the District. The applicable tax exemption number for the State is 98-03358.

No amount paid to the contractor pursuant to this agreement shall include reimbursement for such taxes.

36. **Excusable Delays:** The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in completion of the work due to:

INSTRUCTIONS TO PROPOSERS (Continued)

- A. Any acts of Government, including controls or restrictions upon or requisitioning of material, equipment, tools, or labor by reason of war, National defense, or any other National emergency.
 - B. Any acts of the District.
 - C. Causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the vendor, including, but not restricted to, act of God or of the public enemy, and of another vendor in their performance of some other contact with the District: fires, floods, epidemics, pandemics, quarantine restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones, and other extreme weather conditions.
37. **Default/Cancellation:** The District reserves the right to cancel without penalty, at any time, any awards occurring as a result of this bid. Time is of the essence. When a date is set for the delivery of merchandise or the performance of work, the merchandise must be delivered, or work performed, in accordance with the bid specifications or description on or before that date, or the order to the delinquent Respondent may be canceled and re-awarded. In such case, the District will have the right to buy merchandise or series at market price for immediate delivery. Any excess in cost shall be paid by the delinquent Respondent or deducted from any money due the delinquent Respondent.
38. **Licenses and Permits:** The successful firm shall be completely and wholly responsible for obtaining any and all licenses or permits required for the Work and he/she shall comply with and give any and all notices necessary to comply with all laws, ordinances, or rules and regulations applicable to the Work.
39. **Familiarization with The Work:** Before submitting an Invitation for Bid or Request for Proposal, Bidder shall familiarize him/herself with the Work, the site where Work is to be performed, local labor conditions and all laws, regulations and other factors affecting performance of the Work. Contractor shall carefully correlate his/her observations with his/her experience, the requirements of the RFP and otherwise satisfy him/herself of the expense and difficulties attending performance of the Work. The submission of a Proposal will constitute a representation by the proposing party that he/she has complied with every requirement. There will be no subsequent financial adjustment for lack of such familiarization.

INSTRUCTIONS TO PROPOSERS (Continued)

40. **Indemnification:** The contractor agrees to indemnify and hold harmless Westminster Public Schools, its agents, Board of Education, and employees from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitations claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this contract, if such injury, loss or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of the contractor, any subcontractor of the contractor, or any officer, employee, representative, or agent of the contractor or which arise out of any workman's compensation claim of any employee of the contractor or of any employee of any subcontractor of the contractor. The contractor agrees to investigate, handle, respond to, and to provide defense for and defend against any such liability, claims, or demands, at the sole expense of the contractor. The contractor agrees to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims, or demands alleged are groundless, false, or fraudulent.

41. **Product Warranty:** Bidder's product(s) must be protected against defect in materials, labor, travel, and workmanship, for the standard period specified by the manufacturer. This period will begin to run at the time the product is placed in complete and full-time operation. Prior testing periods will not start the running of the period. The successful vendor agrees to repair the product or replace any necessary parts at no charge to the buyer during this period. Should repairs be required during this period, the period will be interrupted (tolled) during the entire period of repair. The period will resume at the completion of repairs and when the product is again in complete and full-time operation.

The successful vendor shall promptly correct all deficiencies in products and/or work that fail to conform to specifications. All corrections shall be made within five (5) calendar days after such rejected defects, deficiencies and/or non-conformances are verbally reported to the vendor by the District's designated Project Manager or the Logistics Director. The vendor shall bear all costs of correcting such rejected products and/or work.

42. **Governing Law:** The Contract shall be governed by the laws of the State of Colorado. In the event of any litigation between the parties related in any way to the Contract of Work, such action shall be brought only in the District Court of Adams County Colorado. The substantially prevailing party in such case shall recover its reasonable attorney fees, expert fees and cost incurred in such litigation.

SPECIAL INSTRUCTIONS

Mandatory Pre-Bid Conference: A Mandatory Pre-Bid Conference and Site Walk will be held on October 29th at 1:00 pm at the Orchard Court Conference Center, located at 3790 West 75th Avenue, Westminster CO 80030. Parking lot is located on the south side of the building. All Contractors are expected to have a representative present. At this mandatory pre-bid conference, the Scope of Work will be discussed in detail and questions will be addressed. Please review the RFP requirements as well as the drawings/specifications provided in the attachment. District representatives will make every attempt to provide clarifications for questions during this meeting.

A representative from prospective bidder/construction firm must attend this mandatory pre-bid conference to be considered for project award. Proposals will not be accepted from contractors that did not attend the conference/site walk.

Questions will be received by Eric Hodges at ehodges@wps.org until Friday, November 1st, 2024 at 5:00 PM Mountain Prevailing Time (MPT). The response to these questions will be emailed directly to all Contractors that attended and signed the sign-in roster by Wednesday, November 6, 2024 at 5:00 PM Mountain Prevailing Time (MPT). Questions submitted after this date: are at the sole discretion of the District if the questions will be responded to.

See downloadable attachment for Orchard Court Conference Center Roof Replacement Drawings/Specifications.

Please bring your own ladder (s)—The District cannot provide ladders.

SPECIFICATIONS/SCOPE OF WORK

Background

District Profile: Westminster Public Schools (the District) is soliciting proposals from qualified firms to provide a new roof for the Orchard Court Conference Center in Westminster Public Schools in accordance with the scope of service specified. Qualified firms that meet all criteria will be considered. This Request for Proposal should not be misconstrued as a formal bid. There is absolutely no commitment to purchase or enter into a formal contract. Upon completion of our evaluation of your proposal, we may recommend that a formal contract be established.

Westminster Public Schools covers a geographical area of 17.5 square miles and provides service to portions of the cities of Westminster, Arvada, Denver, Federal Heights and certain unincorporated areas of Adams County. Within these boundaries are two early learning centers, three PK-5 schools, six PK-8 schools, four innovation schools, one middle school and two high schools (one of which houses Administration known as the Educational Service Center [ESC]). In addition to the permanent structures there are multiple modular buildings associated with these sites. Our remaining buildings house alternative programs and support service functions.

Approximately 8,500 students and 900 staff members occupy these buildings during the traditional school year, August through May, while the Educational Services Center and support services buildings are occupied year-round.

Scope of work begins here:

Westminster Public Schools is seeking a qualified Roofing Contractor for the Orchard Court Conference Center Building Roof Replacement Project. The Contractor will be expected to provide specific construction management services as described below:

- A. Project Control—Monitor the work of the subcontractor's and coordinate the Work with the activities and responsibilities of the District and Architect/Engineer to complete the project in accordance with the Districts objectives of cost and quality.
- B. Maintain a competent full-time staff at the project site to coordinate and provide general direction of the work and progress of the subcontractor's on the project.
- C. Establish on-site organization and lines of authority in order to carry out the overall plans of the construction team.

- D. Work with the District to establish procedures for coordination among the District, Architect/Engineer and subcontractor's with respect to all aspects of the project, and implement such procedures.
- E. Attend progress meetings at which subcontractor's, District, Architect/Engineer and Contractor can discuss jointly such matters as procedures, progress, problems and scheduling. Provide a detailed schedule for the operation of the Contractor and subcontractor's on the project, including realistic activity and durations, allocation of labor and materials, processing of shop drawings, samples, and delivery of products requiring long lead time procurements, including the District's occupancy requirements, showing portions of the project having occupancy priority if any.
- F. Provide regular monitoring of the schedule as construction progresses. Identify potential variances between scheduled and probable completion dates. Review schedule for work not started or incomplete and recommend to the District and subcontractor's adjustments in the schedule to meet the probable completion date. Provide summary reports of each monitoring and document all changes in the schedule.
- G. Determine the adequacy of the subcontractor's personnel, equipment and the availability of materials and suppliers to meet the schedule.
- H. Cost Control—Develop and monitor an effective system of project cost control, showing actual costs for activities in progress and estimates for uncompleted tasks. Revise and refine the initially approved Project Construction Budget, incorporate approved changes as they occur and develop cost flow forecasts as needed.
- I. Change Orders—Utilize the District's Change Order System. Recommend necessary of desirable changes to the District and the Architect/Engineer, review requests for changes to the District and the Architect/Engineer. Review requests for changes and submit recommendations to the District and the Architect/Engineer.
- J. Permits and Fees—Obtain all building permits and special permits for permanent improvements, excluding permits for inspection or temporary facilities required to be obtained.
- K. District Consultants—if required, assist the District in selecting and retaining professional services of any special consultants and coordinate these services.
- L. The Contractor shall keep on the Project, during its progress, a competent superintendent and necessary assistants, all satisfactory to the District; the superintendent shall not be changed except with the consent of the District, unless the superintendent proved to be unsatisfactory to the Contractor and ceases to be in his employment. The superintendent shall represent the Contractor in his absence and all directions given to him shall be a binding as if given to him shall be binding as if given to the Contractor. The Architect/Engineer and the District shall not be responsible for the acts or omissions of the superintendent or his assistants.
- M. The Contractor shall provide full-time qualified and efficient supervision of the Work using his skill and attention. He shall carefully study and compare all

drawings, specifications and other instructions and shall at once report to the Architect/Engineer and the District any error, inconsistency of omission which he may discover.

- N. The Contractor shall inspect the Work of the subcontractor's as all stages and at final completion, and shall guard the District against defects and deficiencies in such Work. The Contractor shall be responsible to the District for the acts and omissions of all his employees and of all subcontractor's, their equipment for readiness and assist in their initial start-up and testing by the subcontractor's. Provide for and coordinate training for the District's maintenance personnel on building equipment and systems
- O. Final Completion—Determine final completion and provide written notice to the District that the Work is ready for final inspection. Secure and transmit to the District required guarantees, tax affidavits, certificates, releases of bonds and waivers. Turn over to the District all keys and maintenance stocks.
- P. The Contractor shall, during the warranty period, ensure either that work which proves defective or deficient during such time is corrected either by the subcontractor's or such other means and shall be required in a timely manner.
- Q. All dunnage, construction refuse and such is the sole responsibility of the Contractor to remove. There is no on-site dumpster provided by the District. All areas around the building and affected areas must remain free of construction debris and daily site clean up is necessary to avoid negative impact to the surrounding neighborhood. It is the Contractors' responsibility to ensure a safe and secure work environment throughout the duration of the construction project.
- R. A security fence around the building may be needed during construction and should be considered as there will be occupants and possible "walk-in" traffic. Please secure all construction materials to avoid theft.

AWARD OF CONTRACT

A. The District shall award a contract to a bidder through issuance of a Purchase Order. A Letter of Intent may be initially provided until a Purchase Order is available. The General Provisions, Terms and Conditions, and Technical Specifications in the Invitation to Bid or Request for Proposal, any addenda, Bidders Proposal and the Purchase Order are collectively an integral part of the contract between Westminster Public Schools and the successful bidder. Accordingly, these documents shall constitute a binding contract without further action by either party.

B. The District reserves the right to reject any and all bids or parts thereof. The District further reserves the right to accept a proposal other than the lowest bid, which bid in all of the respects complies with the RFP and the RFP document, provided that, in the sole judgement and discretion of the District, the item offered at the higher bids has additional value or function, including but not limited to life cycle costing, product performance, quality of workmanship, suitability for a particular purpose, delivery dates, availability of item, or other such values or functions which justify a difference in price. All bids shall be evaluated on all factors involved, including the foregoing, price, quality, delivery schedules, etc. Purchase Orders or contracts shall be awarded to the responsible Bidder(s) whose proposal is determined to be most advantageous to the District, taking into consideration the factors set forth above and additional factors detailed in the RFP/Bid.

The District may, at its sole and absolute discretion: a) reject any or all, or parts of any or all, proposals submitted by prospective vendors; b) re-advertise this solicitation; c) postpone or cancel the process for this solicitation; d) waive any irregularities in this solicitation and/or; e) determine the criteria and process whereby proposals are evaluated and awarded.

C. The District reserves the right to disqualify bids, before or after opening, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Bidder. In the event that any gratuities or kickbacks are offered or tendered to any District employee or subcontractor as inducement for award of a subcontract or order, the Bidder's proposal shall be disqualified and shall not be reinstated.

D. The District shall have the right to cancel any agreement if funds are not allocated for the next fiscal year to continue this service. The District may affect such cancellation by giving the vendor written notice of its intention to cancel not less than 30 days prior to the current fiscal year period, stating reasons for cancellation. Upon cancellation of this agreement as provided in this paragraph, the District will

AWARD OF CONTRACT (Continued)

not be responsible for the payment of any services received which occur after the end of the current period.

- E. A proposal may not be accepted from, nor any contract awarded to any person or firm which is in arrears to the District upon any debt or contract or which is a defaulter as surety or otherwise upon any obligation to the District.

A proposal may not be accepted from, nor any contract awarded to any person or firm which has failed to perform faithfully any previous contract with the Districts for a minimum of one (1) year after this previous contract was terminated for cause.

- F. A proposal may not be withdrawn or canceled by the Bidder(s) for a period of ninety (90) days following the date designated for receipt of proposal and Bidder(s) so agrees upon submittal of their proposal.

- G. The District reserves the right to also make purchases of items on this proposal from a State of Colorado Bid Contract/Price Agreement, a Cooperative Educational Purchasing Council (CEPC) Bid, or any other source during the term of this agreement.

PURCHASE ORDER TERMS AND CONDITIONS

1. To insure prompt PAYMENT, mail invoices in duplicate for each shipment. Invoices not mailed as directed may delay payment or become lost. Mail & bill to: Westminster Public Schools, 7002 Raleigh Street, Westminster, CO 80030. Payment Terms NET30. MasterCard & VISA is the preferred payment method.
2. The organization (Westminster Public Schools) placing this order (hereinafter referred to as Buyer) hereby reserves the right to cancel or recall, without liability, all or part of this order if delivery is not made within the time specified.
3. No charge for packing or drayage will be allowed unless so indicated on the face of this order.
4. If the Vendor is unable to deliver all or part of the items shown on this order, the Buyer is to be notified at once. Partial inability of the Vendor to so deliver will justify the Buyer's cancellation of this order in its entirety at the Buyer's sole discretion.
5. The Buyer will not be liable for items delivered to it unless specifically identified in this order.
6. The Buyer will have no liability for items delivered to it in damaged condition.
7. Certification. The Contractor certifies what the Contractor shall comply with the provisions of C.R.S. § 8-17.5-101 *et seq.* The Contractor shall not knowingly (a) employ or contract with an illegal alien to perform work under this contract, (b) enter into a contract with a subcontractor that knowingly employs or contracts with an illegal alien to perform work under this contract, or (c) enter into a contract with a subcontractor that fails to contain a certification to the Contractor that subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. The Contractor represents, warrants, and agrees that it (i) had verified that it does not employ any illegal aliens, through participation in the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security, (ii) will comply with all requirements of C.R.S. § 8-17.5-102(2)(b), and (iii) shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment. If the Contractor fails to comply with any requirement of this provision or C.R.S. § 8-17.5-101 *et seq.*, the District may terminate this contract for breach and the Contractor shall be liable for actual and consequential

PURCHASE ORDER TERMS AND CONDITIONS (Continued)

damages to the District. Any person who is engaged by Consultant as a subcontractor shall comply with the provisions of C.R.S. SS 24-76.5-101 *et seq.* by producing one of the forms of identification as provided therein and otherwise demonstrating that he or she is lawfully present in the Unites States.

8. Certification. The Vendor/Contractor certifies that they shall comply with the provisions of the District's Criminal Records Check Certification Statement. No employee of the Vendor/Contractor that has 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 Westminster Public Schools properties. Any person who is engaged by as a subcontractor shall comply with the provisions.
9. The Vendor warrant that the items delivered pursuant to this order shall be free of defects, and without limiting the Buyer's remedies for a breach of warranty, express or implies, the Buyer reserves the right to return all or any part of the items listed on this order, if defective in any way or if otherwise not conforming to this order. The Vendor agrees to give the Buyer full credit for such returned items.
10. Items delivered to or received by Buyer will be accepted only if accompanied by a detailed shipping list or by a copy of a detailed invoice.
11. The Vendor warrants that all items delivered pursuant to this order are and shall be free and clear of all liens and encumbrances whatsoever and that the Vendor has and will have a good and marketable title to same and Vendor shall protect, hold harmless and indemnify Buyer from and against any and all claimants to or claims against Buyer and said items.
12. The Laws of the State of Colorado, U.S.A. shall govern in connection with the formation, performance, and the legal enforcement of this purchase order.
13. INSURANCE:
The Contractor shall procure, at their own expense, and maintain for duration of the work, the following insurance coverage's:
 - A. Standard Worker's Compensation and Employer's Liability, including occupational disease, covering all employees engaged in performance of the work at the site, in the amount required by state statutes.

PURCHASE ORDER TERMS AND CONDITIONS (Continued)

B. Comprehensive Liability and Property Damage Insurance

| | |
|-----------------|--|
| Bodily Injury | \$100,000 Each Person \$300,000 Each Occurrence |
| Property Damage | \$300,000 Each Occurrence \$300,000 Aggregate |

If worker's compensation insurance is carried by the State Compensation Insurance fund, evidence of such coverage shall be submitted on its Certificate of Insurance Form; if by private carrier, on Certificate of Insurance.

14. Receipt of the merchandise, services or equipment in response to this order can result in authorized payment on the part of Westminster Public Schools. However, it is to be understood that FINAL ACCEPTANCE is dependent upon completion of all applicable required inspection procedures. Should the service rendered or merchandise furnished, fail to meet all inspection requirements, Westminster Public Schools reserves the right to open negotiations with the Vendor to permit a mutually acceptable and equitable solution to the transaction.
15. Neither party to this contract may assign any portion of the agreement without the prior written consent of the other party.

PROPOSAL RESPONSE FORMAT

In order to maintain comparability and consistency in review and evaluation of responses, all proposals shall be organized as specified below. Avoid any elaborate promotional materials and provide only information that is required. All supporting materials should clearly reference the portion of the RFP to which they pertain. Each vendor proposal shall consist of one marked original copy, three (3) copies and a searchable digital copy (i.e. flash drive) in the format specified within this section. Proposals not meeting the requirements below may be determined to be non-responsive, non-responsive proposals will receive no further consideration.

- A. **Table of Contents:** Please clearly outline and identify the material and responses by tab and page number. Outline in sequential order the major areas of the proposal, including enclosures. All pages must be consecutively numbered and correspond to the table of contents.
- B. **Tab 1 - Cover Letter:** Provide a cover letter indicating your firm's understanding of the requirements/scope of services of this specific proposal. The letter must be a brief formal letter from the Proposer that provides information regarding the firm's interest in and ability to perform the requirements of this RFP. A person who is authorized to commit the Proposer's organization to perform the services included in the proposal must sign the letter. Please provide a list of all persons authorized to give presentations for Proposer. Please provide name, title, address, telephone numbers and email address.
- C. **Tab 2 – Qualifications:** Summarize the qualifications of the firm. Where the project team includes subcontractors or sub-consultants, qualifications of the proposed subcontractors or sub-consultants shall also be provided. Past working relationships on similar projects should be indicated.

Provide the credentials of the individual(s) from your firm that will administer the day-to-day operations of the Westminster Public Schools contract. Proposal must identify the person or persons to perform work with the District and give the percent of the contract each person would be expected to perform. It is expected that the services provided will require a close, positive working relationship with the District and that the personnel identified would not be changed without the prior written approval of the District. The District will reserve the right to terminate the contract if key personnel are changed or if working relationships are not satisfactory. The proposed personnel shall be available throughout the duration of the entire project. Include an organization chart with identification of staff responsible for contract duties, and brief position descriptions.

PROPOSAL RESPONSE FORMAT (Continued)

List the service representatives available to this account. Qualifications of new people working under this contract will be submitted to the District in writing for approval prior to them conducting any service under this contract. Submit list of all employees that will be working under the current contract and any intention for additional personnel, and back-up personnel for each function.

It is expected that your response will include the resumes of your most qualified personnel to perform this project. As an alternate please include a resume and project history of your “second tier personnel”, your personnel evaluation will be based upon the least qualified personnel.

- D. **Tab 3 – References:** Please provide five (5) K-12 Education market references. Include name of customer, address, contact name, telephone numbers and email address. Please include only references within the current calendar year and previous two (2) calendar years. The District may contact these references during the evaluation process.

Each Proposer should include under this tab, in tabular form, summary information for all contracts of similar size and scope performed by the firm, or team, within the past five (5) years. Information provided for each job shall include:

1. Contract/Project name
2. Agency/department/office for which performed
3. Dates of contract
4. Owner’s contract/project manager or other representative
5. Contact person
6. Dollar value of contract

The District reserves the right to contact any and all references and to obtain, without limitation, information on the Proposer’s performance on the listed jobs.

- E. **Tab 4 - Scope of Services:** The Proposer must acknowledge agreement with the specific requirements of the specifications starting on page 17 or provide an alternative for the District to consider. Indicate any exceptions to the scope of services of the RFP. Summarize your approach and understanding of the services and any special considerations of which the District should be aware.

PROPOSAL RESPONSE FORMAT (Continued)

- F. **Tab 5 – Pricing:** Provide Westminster Public Schools with pricing. Ensure that the recommended product meets the minimum specifications described herein. Proposers are encouraged to provide their best financial incentives with the initial proposal, since the District reserves the right to award a contract based on initial proposals without further discussion or negotiation.
- G. **Tab 6 – Appendices:** The content of this tab is left to the Proposer’s discretion. However, the Proposer should limit materials included here to those that will be helpful to the District in understanding the services provided for this specific contract.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The respondent to this BID/RFP certifies to the best of its knowledge and belief that it and its principals:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- B. Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (B) of this certification; and
- D. Have not within a three year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the respondent is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

Signature of Official: _____

Name (typed): _____

Title: _____

Firm: _____

Date: _____

**CERTIFICATION STATEMENT REGARDING ILLEGAL ALIENS
PUBLIC CONTRACT FOR SERVICES**

The Contractor, whose name and signature appear below, certifies and agrees as follows:

1. In any and all of its work for or on behalf of Westminster Public Schools (Owner) the Contractor shall comply with the provisions of CRS 8-17.5-101 *et seq.*
2. The Contractor does not and shall not knowingly employ or contract with an illegal alien to perform work on behalf of Owner or enter into a contract with a subcontractor that knowingly employs or contracts with an illegal alien to perform work on behalf of Owner.
3. The Contractor represents, warrants, and agrees that it has verified that no newly hired employees are illegal aliens, by participation in the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security, or otherwise will comply with the requirements of CRS 8-17.5-101(2)(b)(I).
4. The Contractor shall comply with all reasonable requests made in the course of any investigation by the Colorado Department of Labor and Employment.
5. If the Contractor fails to comply with any requirement of this provision or CRS 8-17.5-101, *et seq.*, the client may terminate this contract for Breach, and the Contractor will be liable for actual and consequential damages.

CERTIFIED and AGREED to this

(Date)

CONTRACTOR BUSINESS NAME:

SIGNED BY: _____
(Authorized company representative)

TYPED OR PRINTED NAME: _____

TITLE: _____

CRIMINAL RECORDS CHECK CERTIFICATION STATEMENT

Vendor/Contractor 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 Westminster Public Schools (the District) properties. The Vendor/Contractor must complete the School District's Criminal Records Check Certification Statement. This exhibit is fully made part of the terms and conditions of an award.

I, _____, certify that:

(Business name of Vendor/Contractor)

1. The Vendor/Contractor shall conduct at its own expense a criminal background check through the Department of Justice or the Colorado Bureau of Investigation for each employee working or reasonably likely to work on school district property.
2. The Vendor/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.
3. If, between the time the contract is awarded and the day work begins it is determined by the District that the Vendor/Contractor has not conducted background checks for each employee working on or reasonably likely to work on school district property, the awarding of the contract will be immediately revoked without penalty to the District.
4. Background report updates from the Vendor/Contractor may be requested by the District as deemed necessary. Upon 10-day notice, the Vendor/Contractor agrees to conduct and update a criminal background check for any employee working or reasonably likely to work on Westminster Public Schools property. Vendor/Contractor employees may be barred until the update is provided.
5. None of the employees who will be performing the work 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 and this determination was made by a background check through the Department of Justice or the Colorado Bureau of Investigation.
6. The Vendor/Contractor understands that the District reserves the right to cancel, without penalty, at any time, the contract if it reasonably determines that a background report was not conducted on an employee, or if conducted, the Vendor/Contractor acted unreasonably in reference to the information contained in the report.

CRIMINAL RECORDS CHECK CERTIFICATION STATEMENT (Continued)

I declare under penalty of perjury that the foregoing is true and correct;

Date:

Signature (Authorized Signer): _____

Typed or Printed Name:

Title:

Business Street Address:

City:

State: _____ Zip Code: _____