



Kassandra Naylor  
Purchasing/Contracts  
(719) 253-6404 office  
(719) 253-6406 fax  
kassandra.naylor@pueblod60.org

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315 W 11<sup>th</sup> Street, Pueblo, CO 81003

**Pueblo School District 60 invites you to submit your Proposal  
for  
RFP 26-30 DESIGN/BUILD – ROOF REPLACEMENT AT PARAGON**

It is the purpose of this Request for Proposal (RFP) to upgrade the electrical distribution system as outlined in the scope of work.

There will be a MANDATORY Pre-Bid Conference on April 29, 2026, at 9:00 a.m. in the Facilities Management Conference Room located at 1902 Montezuma Rd. Pueblo, CO for the purpose of answering questions, reviewing plans and walking the site. **Local subcontractors, representing an out-of-town general contractor, will be accepted as qualified attendees on behalf of the contractor submitting a proposal.**

This RFP has been posted to the Rocky Mountain Bid System. You can navigate to that site by [clicking here](#).

You can also see the Bid Documents at our Website by [clicking here](#).

**Schedule for Bid & Evaluation Process**

Mandatory, Pre-Bid Conference	April 29, 2026 at 9:00 a.m.
All written questions and inquiries are due by	May 01, 2026 by 4:00 p.m.
Response to questions due by	May 05, 2026 by 4:00 p.m.
Proposals due no later than	May 18, 2026 by 2:00 p.m.

We look forward to reviewing your bid for this solicitation.

Thank you,

Kassandra Naylor  
Purchasing/Contract Manager

**REQUEST FOR PROPOSAL COVER SHEET**

**Publish Date: April 22, 2026**

**RFP Number: 26-30**

**Return all  
Proposals to:** Pueblo School District 60  
Attn: Kassandra Naylor  
315 W. 11<sup>th</sup> St.  
Pueblo, CO 81003

**Point  
Of Contact/  
Purchasing  
Agent** **Kassandra Naylor**  
[kassandra.naylor@pueblod60.org](mailto:kassandra.naylor@pueblod60.org)

**DESIGN/BUILD – ROOF REPLACEMENT AT PARAGON**

Per the attached specifications, terms and conditions

**F.E.I.N.:** \_\_\_\_\_

**Delivery Date:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Typed/Printed Name:** \_\_\_\_\_

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

**Company Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_ **Fax Number:** \_\_\_\_\_

**Contact for Clarifications:** \_\_\_\_\_

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

**Phone Number:** \_\_\_\_\_ **Fax Number:** \_\_\_\_\_

**E-mail Address:** \_\_\_\_\_

**Pueblo School District 60 currently uses credit cards/procurement cards. Does your company accept credit cards/purchasing cards? Please check one:  Yes  No**

**IMPORTANT: The following information must be on the outside of the submittal envelope:**

Your Company Name  
Design/Build – ROOF REPLACEMENT AT PARAGON  
RFP Number: 26-30

# REQUEST FOR PROPOSALS

## DESIGN/BUILD – ROOF REPLACEMENT AT PARAGON

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#### INTRODUCTION AND BACKGROUND

Pueblo School District No. 60 hereinafter referred to as “PSD60” or “District”, is a political subdivision of the State of Colorado, and was organized for the purpose of operating and maintaining an educational program for the school-age children residing within its boundaries.

Pueblo School District 60 is seeking competitive proposals from qualified, reliable vendors to complete the roof replacement at Paragon, located at 3000 Lakeview Ave, Pueblo, CO 81005. The successful vendor will be responsible for the full tear-off and replacement of approximately 46,300 SF of roofing across 10 roof sections, including insulation, EPDM membrane, sheet metal systems, drainage improvements, and a 20-year warranted assembly, and all engineering, design, labor, supervision, materials, equipment, transportation, and services necessary to perform high quality work as further described in the Scope of Work.

#### INSTRUCTIONS AND ADMINISTRATIVE INFORMATION

Schedule of Activities for RFP Phase		Deadline (MST)
1.	RFP Issued	April 22, 2026
2.	Mandatory Pre-Proposal Conference	April 29, 2026 at 9:00 a.m.
3.	Deadline for Proposer’s Written Inquiries	May 01, 2026 at 4:00 p.m.
4.	Deadline for Responses to Inquiries	May 04, 2026 at 4:00 p.m.
5.	Proposal Submission Deadline	May 18, 2026 at 2:00 p.m.
6.	Notice of Award	June 09, 2026 (tentative)

# RFP PHASE PROCESS

## Point of Contact

Questions concerning this RFP and the procedures for responding to the RFP should be directed in writing, e-mail or fax only, to:

Kassandra Naylor, Purchasing/Contract Manager  
Pueblo School District 60  
315 W. 11<sup>th</sup> St.  
Pueblo, CO 81003

Phone: 719-253-6404 Fax: 719-253-6406  
E-mail: [kassandra.naylor@pueblod60.org](mailto:kassandra.naylor@pueblod60.org)

## RFP Issued

The RFP will be posted at <https://www.pueblod60.org> and via Rocky Mountain e-Purchasing at <http://www.rockymountainbidsystem.com> so that potential respondents can download the document on the date indicated above.

## Pre-Proposal Conference

A Pre-Proposal Conference will be held at 1902 Montezuma Road, Pueblo CO 81003 at 9:00 a.m. on April 29, 2026. It is mandatory that all bidders attend this inspection, as it will clarify exact location and amount of work to be done. This inspection is mandatory to bid this project. NO PROPOSALS/BIDS will be accepted without attendance at the on-site inspection as listed above.

## Written Inquiries and District Response

A prospective Proposer may submit questions or request clarification of any aspect of the Request for Proposal. The District will only respond to questions submitted in writing. The District will accept all written inquiries regarding the project until 4:00 p.m. on April 30, 2026. Inquiries shall be directed to Kassandra Naylor. Responses to inquiries will be issued in the form of an addendum no later than 4:00 p.m. on May 04, 2026.

## Addendum

All addenda will be posted at <http://www.pueblod60.org> and Rocky Mountain ePurchasing at <http://www.rockymountainbidsystem.com>.

## Submission of Qualifications/Proposal

Respondents will submit proposals as described in **Attachment B: PROPOSER RESPONSE** no later than 2:00 pm **on May 18, 2026**. Each Respondent shall submit a proposal to [bids@pueblod60.org](mailto:bids@pueblod60.org) or at Rocky Mountain ePurchasing System.

## Proposal Evaluation

All proposals will be evaluated by an evaluation committee consisting of District staff, which may conduct interviews with selected finalists to clarify information provided in the proposals. See **Attachment C: EVALUATION CRITERIA** for detailed information.

## **Proposal Withdrawal**

No proposal shall be withdrawn without the consent of Pueblo School District 60 for a period of ninety (90) days subsequent to the opening and awarding of proposals. All prices shall remain firm within the period stated for purposes of analysis, evaluation, and determination of which proposal will best suit the District.

## **Final Selection**

Proposals will be reviewed and evaluated per the criteria contained herein. An award will be made to the selected Proposer(s) per the tentative date indicated above.

## **RFP Preparation Costs**

Issuance of this RFP does not commit the District, in any way, to pay any costs for the preparation and submission of the RFP. Nor does the issuance of the RFP obligate the District to award a contract or purchase. All costs related to the preparation and submission of the RFP shall be paid by the Proposer. If the Proposer makes an oral presentation to the District, all costs related to the oral presentation shall be paid by the Proposer.

## **Confidentiality/Proprietary Information**

The District neither requests nor encourages the submission of confidential/proprietary information in response to this Request for Proposal. All proposals will be confidential until a contract is awarded and fully executed. At that time, all proposals and documents pertaining to the proposals will be open for public inspection, except for the material that is proprietary or confidential. Neither a proposal in its entirety, nor proposal price information will be considered confidential/proprietary. Questions regarding the application of this procedure must be directed to the Purchasing Agent listed in this RFP.

## **Rights of the District**

The District reserves the right to accept or reject any or all proposals. The District reserves the right to waive any irregularities and technicalities and may, at its sole discretion, request a clarification or other information to evaluate any or all proposals. The District reserves the right, before awarding the contract, to require proposer(s) to submit evidence of qualifications or any other information the District may deem necessary. The District reserves the right, prior to Board approval, to cancel the RFP or portions thereof, without penalty. The District reserves the right to: (1) accept the proposals of any or all of the items it deems, at its sole discretion, to be in the best interest of the District; and (2) the District reserves the right to reject any and/or all items proposed or award to multiple proposers. Proposals will be evaluated and given points according to how well they meet the specifications and requirements of the RFP. The proposal with the highest number of evaluation points will be ranked first; however, nothing herein will prevent the Board of Education of PSD60 from making multiple awards and to deem all proposals responsive and to assign work to any firm deemed responsive. The District reserves the right to further negotiate any proposal, including price, with the highest rated proposer. If an agreement cannot be reached with the highest rated proposer, the District reserves the right to negotiate and recommend award to the next highest proposer or subsequent proposers until an agreement is reached.

## **Conflicts Of Interest**

All Proposers must disclose the name of any officer, director, or agent who is also an employee of the District. All Proposers must disclose the name of any District employee who owns, directly or indirectly, any interest in the Proposer's business or any of its branches.

## Scope of Work

Pueblo School District 60 is seeking competitive proposals for the design, engineering, purchase, delivery, and installation of a full roof replacement as describe below. All work is to be performed during non-school hours:

1. Contractors will conduct a pre-bid site visit and gather information for the development of a Work Plan. As part of the Work Plan and construction activities the Contractor will identify and comply with all applicable federal, state and local statutes. The Contractor will also comply with applicable terms and conditions of the contract.
2. The finalized Work Plan and interval construction schedule will be submitted to the District's Project Manager for review and approval prior to the start of construction. The Project Manager will provide to the Contractor any existing drawings/specifications relating to the project.
3. All work must be performed during regular non-school hours and days, with the exception of school breaks.
4. The Contractor will mobilize construction forces necessary to begin the project within ten (10) business days after approval of the Work Plan and construction schedule by the District.
5. The Contractor will arrange for the following as needed:
  - a. A secure staging area for storing equipment, materials, tools, and supplies, as the Contractor shall have sole liability for said items, and
  - b. Access to and provision of utilities as needed for design and construction.
6. The following documents, plans, and reports will be provided to the Project Manager:
  - a. Work Schedule and short interval schedule to include daily and weekly activities
  - b. As-built drawings in electronic PDF form at the end of the project if applicable, and
  - c. Inspection Reports as completed.
7. The Contractor will immediately notify the Project Manager of any and all issues that may result in a project delay and/or impact work quality or safety.
8. The Project Manager must be informed of and approve all work done by subcontractors; however, the District will deal only with the Contractor regarding work done and costs incurred by subcontractors.
9. The Contractor will provide all labor, materials, equipment, accessories, etc., required for the design, purchase, delivery, and installation for a partial roof system replacement. All materials and equipment furnished for this job shall be in current production and shall be of quality material. Used, shopworn, demonstrator, prototype, reconditioned, or discontinued equipment or materials are not acceptable.
10. All work will be performed in accordance with current applicable building, plumbing, electrical, and HVAC codes. The Contractor will be responsible for obtaining all necessary permits.
11. All goods and/or services shall comply with applicable OSHA regulations in effect at the time goods are shipped and/or the service is performed. Safety Data Sheets (SDS) are required in accordance with applicable regulations. SDS must be left on site immediately after goods and/or services have been provided.
12. All installations will be in accordance with manufacturer's recommendations.
13. The Contractor is responsible for removing all construction and packing debris from the work site and keeping a clean, safe work area at all times. Clean up of the work area shall be at no additional cost to the District. If hazardous materials are encountered during execution of the contract, the Contractor will be responsible for removing and disposing said materials in accordance with federal, state and local statutes and codes. The Contractor will provide the Project Manager with appropriate documentation regarding the disposal of said hazardous materials as requested or required.
14. Safety signs, barricades, and/or other materials will be erected by the Contractor to warn patrons and

staff away from work areas. Safety of public, district staff and contractor's employees shall be a priority and shall be the responsibility of the Contractor.

15. The Contractor must notify the Project Manager in advance of work that may be disruptive to the normal school operations and parking lot traffic flow. Any shutdown of service and/or utilities must be approved and scheduled with the Project Manager.
16. The Contractor is responsible for providing written documentation to the Project Manager for any work that may affect the District's warranties or existing equipment (for example: roof penetrations). The written documentation must be provided and approved prior to the commencement of work.
17. The Contractor will be held liable for the cost of repair or replacement of structures, utility systems and any other parts of the project area damaged by the Contractor's acts of negligence or lack of full adherence to the requirements of the Scope contained herein. The Contractor will be held liable for the cost of repair or replacement of building components and/or vehicle(s) damaged by falling/flying equipment and/or debris.
18. Warranties for materials, labor, and equipment will be issued in accordance with industry practice.
19. The Contractor will respond to inquiries within twenty-four (24) hours and will service any non-working units on the day of the call during the warranty period. The District will not be responsible for any additional costs to repair or replace new equipment or parts that are still under warranty; the Contractor is responsible for all liability.
20. Unless otherwise specified, the Contractor shall unconditionally guarantee the labor and the materials used in performance of this contract within the specified guidelines and recommendations of the manufacturer's warranty. If any defects or signs of deterioration are noted which in the District's opinion are due to faulty workmanship or materials, the Contractor shall be notified and shall make the necessary repairs to correct any deficiency in the system at the Contractor's expense.

## Scope Details/Specifications

Pueblo School District 60 is seeking competitive proposals for the design, engineering, purchase, delivery, and installation of a complete roof replacement. The project includes complete removal of the existing built-up roofing (BUR) system and installation of a new fully adhered single-ply EPDM roofing system, including insulation, flashing, sheet metal, and associated accessories.

All work is to be performed during non-school hours:

In order to complete the roof replacement, the following work is included in the scope of work for this RFP:

### Contract Documents & Drawings

- **Included Reference Drawings**

- The following drawing is provided as part of the Design Development set and shall be used for bidding reference.

### Drawing Interpretation

- The roof plan identifies **ten (10) distinct roof sections/areas**.
- Drawings indicate:
  - Roof geometry and transitions
  - Ridge lines and drainage direction
  - Parapet conditions

- Mechanical equipment locations
- Quantities provided in this RFP are approximate; Contractor is responsible for verification.

### **Contractor Responsibilities**

- Field verify all dimensions, elevations, and conditions prior to bid.
- Identify discrepancies between drawings and field conditions.
- Upon award, provide:
  - Final **scaled construction drawings**
  - Detailed drawings for all roofing transitions, penetrations, and terminations
- Final drawings, once approved, become part of the contract documents.

### **Existing Roof Removal**

- Remove existing 4-ply ballasted BUR system with gravel surfacing.
- Remove all roofing components down to structural metal and wood roof decks.
- Dispose of all debris in accordance with local regulations.

### **New Roofing System Installation**

- **Insulation System**
  - Install new rigid polyisocyanurate insulation system achieving **minimum R-30**.
  - Mechanically fasten base layers to deck.
  - Install tapered insulation system per drawings to ensure proper drainage.
  - Install high-density cover board adhered with low-rise foam adhesive.

### **Membrane System**

- Install fully adhered EPDM roofing system:
  - **60-mil EPDM (base bid)**
  - Alternate: **90-mil EPDM**
- Use solvent-based bonding adhesive.
- Install all base and curb flashing using EPDM membrane.
- Membrane color: **black (standard)**

### **Adhesive Coordination**

- Use low-odor foam adhesive for insulation.

- Coordinate shutdown of HVAC intake/exhaust systems during membrane adhesion.

#### **. Wood Blocking & Substrate Preparation**

- Install fire-treated wood blocking, nailers, and parapet framing as required.
- Replace all deteriorated wood.
- Install 2"x6" treated blocking at drip edges.

#### **Parapet & Wall Assemblies**

- Install rigid insulation and DensDeck Prime at parapet interiors.
- Provide smooth, plumb substrate transitions.
- Extend flashing to top of parapet and over coping.
- Maintain proper slope toward roof.

#### **Sheet Metal & Flashing Systems**

- **Pre-Finished (Kynar 500)**
  - Cap flashing
  - Fascia
  - Drip edges
  - Gutters
  - Conductor heads
  - Downspouts

(Color selected by Owner)

#### **Galvanized Components**

- Scuppers
- Pipe jacks with rain collars
- Counter flashings
- Curb flashings

#### **Additional Requirements**

- Cover existing concrete coping with new metal cap.
- Replace all downspouts and provide splash blocks.
- Enclose exposed steel beams with flashing.
- Paint to match Owner selections.

### **Mechanical Coordination**

- Lift/reset rooftop equipment as required.
- Maintain **8” minimum flashing height**.
- Provide crane as needed.

### **Drainage**

- Clean and clear all drains.
- Include repairs in bid.
- Install new scuppers, conductor heads, and downspouts.
- Ensure positive drainage throughout.

### **Expansion Joints**

- Remove existing assemblies.
- Install new systems per manufacturer requirements.

### **Warranty**

- 20-Year Manufacturer Warranty:
  - No Dollar Limit (NDL)
  - 90 MPH wind rating

### **Construction Conditions**

- Building remains occupied.
- Include all safety and coordination measures.
- Work hours:
  - Mon–Fri: 7:00 AM – 3:30 PM

Saturday (make-up days)

### **Labor**

- Union-trained journeyman roofers and apprentices required.

### **Contingency**

- Include **\$10,000 allowance** for unforeseen wood replacement.

### **Permits & Bonds**

- Include all permits and fees.
- Work must comply with existing Performance & Payment Bonds.

**General Requirements**

- Comply with:
  - Manufacturer specifications
  - Industry standards
  - Applicable codes
- Contractor responsible for full coordination and quality control.

## ATTACHMENT A: GENERAL TERMS & CONDITIONS

1. **CONTRACT DOCUMENTS.** Contract documents shall include these General Terms and Conditions, the entire RFP document, any addendum or written clarification, the proposal of the successful Proposer and standard district agreement terms and conditions and any other information or documents necessary for a complete understanding of the agreement between the parties.
2. **SUBMISSION.** The sealed proposal must be submitted at Proposer's expense on this form in a sealed envelope to the Purchasing Department, Pueblo School District 60 on or before the time and date of the proposal opening. Late proposals will not be accepted. No oral, telephonic, telegraphic or facsimile responses will be considered. A duly authorized official must sign this proposal. Signature indicates agreement to comply with all terms, conditions, requirements and instructions of this proposal as stated or implied herein. Signature indicates agreement to furnish the proposed materials, supplies, products, equipment and/or services in strict accordance with the conditions, requirements, and specifications herein. Should anything be omitted which is necessary for a clear understanding or should it appear that various instructions are in conflict, the Proposer shall secure instructions at least 72 hours prior to the opening. Fill in Proposer name in the upper right corner of each page.
3. **MODIFICATION.** Any alteration, erasure or interlineations by the Proposer in this proposal may constitute cause for rejection by the District. Exceptions or deviations should not be added to the individual pages, but should be submitted on Proposer's letterhead.
4. **COMPLETION.** Proposer shall complete all of the information requested for each item. Failure to do so shall constitute sufficient cause to reject any or all items offered if deemed to be in the best interest of the District. Correct any wrong or obsolete specifications and notify the District of the corrections no later than 72 hours prior to the opening. The District requests that this proposal be completed using either black ink or black type.
5. **ACCURACY.** Accuracy of the quotation is the responsibility of the Proposer. Quotations may not be changed after the proposal opening time and date. No dollar amount change will be allowed, only clarification as to the unit represented.
6. **PROCESS.** This process is a Request for Proposal/Guaranteed Maximum Price process. The District reserves the right to negotiate on any or all components of each proposal submitted, if deemed necessary. From the time the proposals are submitted until the formal award of a contract, each proposal is considered a working document and as such will be kept confidential.
7. **QUALITY.** All services shall be performed by Proposer in a diligent, safe, and workmanlike manner and Proposer shall use its best skill and judgment pursuant to the prevailing standards of the profession for such Services in furthering the District's best interest. Unless otherwise modified elsewhere in these terms and conditions, the Proposer warrants that for one year after acceptance by the District of the materials or services, they shall be:
  - Of a quality to pass without objection in the trade under the contract description;
  - Fit for the intended purposes for which the materials or services are used;
  - Within the variations permitted by the contract and are of even kind, quality, and quality within each unit and among all units;
  - Adequately contained, packaged and marked as the contract may require; and
  - Conform to the written promises or affirmations of fact made by the Proposer.
8. **AWARD.** Proposals will be awarded based on the evaluation criteria established in the documentation. Utilizing the Request for Proposal process, the District reserves the right to select the individual/firm that best meets the needs of the District, taking into consideration qualification, price, and overall capability.

The Board of Education or designee reserves the right to waive any technical or formal errors or omissions and reject any and all bids/proposals, whichever is deemed to be most advantageous to and in the best interest of the District.

9. **GOVERNING LAW.** Venue for any and all legal action regarding or arising out of transactions covered herein shall be solely in the District Court in and for Pueblo County, State of Colorado. The transaction shall be governed by the laws of the State of Colorado.
10. **TAX.** The District is a political subdivision of the State of Colorado and as such is generally exempt and not liable for any sales, use, excise, property, or other taxes imposed by any federal, state or local government tax authority. The District is also not liable for any franchise taxes or taxes related to the income of a Proposer. No taxes of any kind shall be charged to the District. Quotations shall not include the cost of any such taxes, including those on any materials, supplies or equipment used or installed in the work. The Proposer is hereby notified that when materials are purchased for the benefit of the District, some political subdivisions require the Proposer to pay sales or use taxes even though the ultimate product or service is provided to the District. These sales or use taxes will not be reimbursed by the District, nor will any prices be adjusted on account of such taxes. The Proposer shall file an "Application for Exemption Certificate" with the Colorado Department of Revenue and submit copies of such certificate to the District upon award of the contract and prior to commencement of any work.
11. **COMPLIANCE.** The Proposer agrees to comply with all applicable federal, state, and local laws, regulations, administrative rulings, and codes and secure all necessary licenses and permits in connection with this proposal and any services to be provided hereunder.
12. **INDEMNIFICATION.** The Proposer agrees to indemnify and hold the District harmless from claims, suits or actions of every nature and description brought against it for or on account of any injuries or damages received or sustained by any party or parties, caused in whole or in part by or from the acts of the Proposer, its servants or agents. To this extent, the Proposer agrees to furnish adequate Public Liability, Property Damage and Worker's Compensation Insurance, the amount of which will be determined by the District whenever such insurance, in the opinion of the District, is deemed necessary.
  - Types of Coverage and Minimum Limits:
  - Worker's Compensation and Employer's Liability: Workers' Compensation Insurance covering injury to or occupational disease or death of all employees of AC engaged in the Work in accordance with the statutory requirements of the State of Colorado including Employer's Liability Insurance, with a limit of liability under the Employer's Liability portion of at least One Million Dollars (\$1,000,000) per accident, Five Hundred Thousand Dollars (\$500,000) disease policy limit and One Hundred Thousand Dollars (\$100,000) disease each employee.
  - Comprehensive General Liability: Bodily injury and property damage liability One Million Dollars (\$1,000,000) each occurrence, Two Million Dollars (\$2,000,000) aggregate. Coverage shall include completed operations, broad form property damage and personal injury and advertising liability coverages.
  - Automobile Liability: One Million Dollars (\$1,000,000) combined single limit including hired and non-owned auto liability.
  - Umbrella or Excess Liability: Two Million Dollars (\$2,000,000) over primary insurance.
13. **HOLD HARMLESS.** The Proposer agrees to protect, defend and hold the District harmless from and against any claim or demand for payment or other claim based upon or related to the use of any patented material, process, article or device that may enter into any work covered or materials furnished under this proposal.

14. **EQUAL OPPORTUNITY.** In connection with the performance of any work under the proposal, the Proposer shall agree not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, creed, color, national origin, ancestry, age, sex, sexual orientation, religion or disability, and further agrees to insert the foregoing provisions in all subcontracts hereunder.
15. **CANCELLATION.** The District reserves the right to cancel without penalty, at any time, any awards occurring as a result of this proposal.
16. **PAYMENT.** The District payment terms are Net 30 days, unless otherwise negotiated. Payment shall be processed upon receipt by the District of an itemized invoice. All invoices shall be submitted to Pueblo School Dist. 60, Accounts Payable Department, 315 W 11<sup>th</sup> St., Pueblo, CO 81003.
17. **TABULATION.** Electronic copies of bid/proposal tabulation sheets will be available to Proposers upon request. Proposers may record information at the time of public opening.
18. **THIRD PARTY INTELLECTUAL PROPERTY.** The project may require the Proposer to utilize intellectual property owned by third parties. The Proposer acknowledges that it is wholly responsible for complying with all intellectual property law, including copyright, trademark, and patent law, and that it has or will secure all necessary permissions to use third parties' intellectual property in carrying out this Project. The Proposer agrees to indemnify and defend the District from all liability arising out of or related to the Proposer's use as part of this project of any intellectual property in which a third party asserts an interest.
19. **OWNERSHIP BY DISTRICT.** The parties agree that the Agreement resulting from this Request for Proposal is a work-for-hire agreement in which the District owns the copyright in all data created as part of the Project. If for any reason this Agreement is deemed not to be a work-for-hire agreement, then by this Agreement the Proposer transfers to the District all copyright interests in all data created as part of the Project. "Data" shall mean all work product to be provided by the Proposer under this Contract and shall include, but not be limited to, draft and final reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, photographs, tapes and/or sound reproductions in any format, form or medium.
20. **INSPECTION AND TESTING.** The Proposer agrees to permit access to its facilities, Subcontractor facilities and the Proposer's processes for providing the materials, at reasonable time for inspection of the materials and services covered under this Contract. The District shall also have the right to test at its own cost the materials to be supplied under this Contract. Neither inspection at the Proposer's facilities nor testing shall constitute final acceptance of the materials. If the District determines non-compliance of the materials to be supplied, the Proposer shall be responsible for the payment of all costs incurred by the District for testing and inspection.
21. **ADVERTISING AND PROMOTION OF CONTRACT.** The Proposer shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of the District.
22. **NON-APPROPRIATION CLAUSE.** Proposer acknowledges that the District is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of the District's obligations under this contract, then this contract shall automatically expire without penalty to the District after written notice to the Proposer of the unavailability of and non-appropriation of public funds. It is expressly agreed that the District shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure.

23. **FORCE MAJEURE.** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injections-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
24. **SUSPENSION OR DEBARMENT.** The District may, by written notice to the Proposer, immediately terminate this Contract if the District determines that the Proposer has been disbarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body.
25. **NON-COLLUSION:** Any proposal deemed to be collusive or a sham proposal will be rejected. An authorized signature on this proposal assures that such proposal is genuine.
26. **PERFORMANCE AND PAYMENT BONDS:** In accordance with C.R.S. § 38-26-105, if the final contract value exceeds \$50,000.00, a performance and payment bond will be required of the successful bidder in the full amount of the Contract, covering both the faithful performance of the Contract and the payment of all obligations for labor and materials arising hereunder. Such performance and payment bond shall be on such forms as the District may prescribe and with such sureties as the District may approve. Upon receipt of such documents and necessary approval, "Right To Proceed" will be issued.
27. **LIQUIDATED DAMAGES:** The District may decide, in its discretion, that the timely completion of the Contract is an essential feature of the Contract and that the District will sustain substantial damages, the amount of which is not possible to accurately determine, if the Contract is not timely performed. In such event, the District may require from Proposer and be entitled to collect liquidated damages for the delay in completion of the services in the amount up to \$500.00 per calendar day until the services have been completed. The liquidated damages amount shall be based on the value of the Contract.
28. **LICENSES/PERMITS:** Unless otherwise stated, the Proposer shall obtain any permits, governmental fees, and licenses necessary for the execution and completion of the services provided hereunder.
29. **NOTICE AND FINAL PAYMENT:** Final payment to Proposer will be made after publication of notice of final settlement in accordance with the provisions of C.R.S. § 38-26-107.
30. **UNDOCUMENTED WORKERS:** Proposer shall be required to certify to District that it complies with the provisions of C.R.S. § 8- 17.5-101 *et seq.*
31. **COLORADO LABOR:** If the final contract value exceeds \$150,000.00, in accordance with Colorado Revised Statutes §§ 8-17-101 and 8-17-102, Proposer shall give preference to Colorado labor to perform at least eighty percent (80%) of the services, unless the District waives the eighty percent (80%) requirement, in its sole discretion, because it has determined that there is reasonable evidence to demonstrate insufficient Colorado labor to perform the services and if compliance with this statutory requirement would create an undue burden that would substantially prevent the services from proceeding to completion. The term "Colorado labor" means any person who is a resident of the State of Colorado at the time of the performance of the services, without discrimination as to race, color, creed, sex, sexual orientation, marital status, national origin, ancestry, age, disability, religion or other legally protected class.

# ATTACHMENT B: PROPOSER RESPONSE

## PROPOSAL SUBMISSION REQUIREMENTS

### Proposal Requirements:

- ✓ All pages are to be numbered.
- ✓ Information submitted should be arranged in the same order in which it is requested in this attachment.
- ✓ Responses must be concise and sufficient in detail to provide a thorough evaluation and assessment.
- ✓ Proposer shall submit their proposals **electronically only to [bids@pueblod60.org](mailto:bids@pueblod60.org)** or via Rocky Mountain ePurchasing System (BidNet) **by 2:00 p.m. of closing date**. **Late proposals will not be accepted or considered.**
- ✓ Pueblo School District 60 reserves the right to accept or reject any and all proposals.

Proposals should be prepared simply and economically providing a straightforward, concise description of the vendor's ability to perform the requirements of this RFP to include the following aspects:

- a. Cover – Name, mailing address, e-mail address, telephone, and fax number of the firm.
- b. State **RFP 26-30 DESIGN/BUILD – ROOF REPLACEMENT AT PARAGON** and the date of the submittal on the proposal.

### 1. EXPERIENCE:

- a. Please provide a brief history and overview of your company and its organizational structure, with special emphasis on your understanding of the services required and how your company proposes to fulfill the needs of the District, including the following information:
  - i. Type of organization (individual, partnership, corporation, or other).
  - ii. If a vendor is owned or controlled by a parent company, the name, main office address, and parent company's tax identification number shall be provided in the proposal.
- b. State why your firm is well qualified to provide the requested services to the District, including the size of the firm, size of the team assigned to the District, years in commercial electrical business (minimum of five years required), and the location of the office(s) from which this work will be performed.
- c. Provide copies of all state, county, and local licenses and/or certificates to verify your firm's qualifications in electrical maintenance, repair, and installation.
- d. Provide specific descriptions of your experience in installing and maintaining similar panels for other government entities or companies with buildings similar to the size of Belmont Elementary School; include at least three (3) references with contact information.

### 2. PROJECT TEAM:

- a. Provide a brief resume or summary of the designated Project Manager's and Engineer's qualifications, certifications and experience specific to the design and installation of the electrical systems submitted in the proposal.
- b. State the number of projects that will be concurrently overseen by the manager in the stated timeframe.
- c. Number of current projects underway for Proposer and ability of Proposer to service this project.
- d. Affirm that the Project manager(s) is/are able to fluently speak, read, and write English, as clear communication with District staff is vital.

**3. TECHNICAL SOLUTION/EQUIPMENT:**

- a. Confirm your adherence to the Scope of Work and provide details of how you plan to meet the District's needs and work schedule. Describe the tools, strategies, equipment, and resources you would use to complete our project and service our account both on a routine and on an emergency basis.
- b. A preliminary Work Plan must be submitted with your proposal.

**4. VALUE ADDED OFFERINGS**

- a. Include a detailed description of any value-added offerings included in the price.

**5. DEMONSTRATED PAST PERFORMANCE WITH PUEBLO SCHOOL DISTRICT 60**

- a. Provide a list of all past projects contracted with Pueblo School District 60.

**6. PRICING**

## ATTACHMENT C: EVALUATION CRITERIA

Criteria used to evaluate the methodologies, products, and services are listed below. Evaluation will be completed by the District’s evaluation committee selected to review the proposals.

1. Experience: The Vendor shall demonstrate experience with the design build delivery strategy with a brief profile of description of similar Projects that the contractor has performed. The Projects should be listed by order of most similar to the Project described through this RFP process and in evaluation of the Project site. Each Project should include a total dollar amount and the key contact for the owner as a reference for the Project.
2. Project Team: The proposal shall demonstrate the organization of DB team members who will be assigned to the Project with resumes and relative Project experience. Team members must be identified as either an employee of the DB Contractor or as an engineering consultant, or joint venture partnered for this Project.
3. Technical Evaluation of Equipment: The proposal shall demonstrate any equipment offered as “or equal” to that which is presented. This should include any necessary cut sheets or technical specifications and comparative information for the equipment being proposed. If there are no substitutions or exceptions in the equipment being proposed then simply indicate “no exceptions” in your response.
4. Value Added Offerings: The vendor may submit any value added offerings for consideration by the district.
5. Demonstrated Past Performance With District
6. Pricing

A scoring matrix with the order and priority of criteria to be used by the District in its evaluation and selection process is shown below:

Description	Points
Experience & Qualifications	Maximum of 25 points
Project Team	Maximum of 15 points
Technical Evaluation of Equipment/Solution	Maximum of 40 points
Value Added Offerings	Maximum of 5 points
Demonstrated Past Performance with District	Maximum of 15 points
Pricing	Maximum of 50 points
<b>Total Possible</b>	<b>150</b>