

REQUEST FOR PROPOSAL

DATE DUE:

11/11/2022 4:00 PM

**Woodland Park High School Gym Bleachers
for
Woodland Park School District Re-2**

**Issued by:
Miles Tuttle
155 Panther Way
Woodland Park, CO 80866
mtuttle@wpsdk12.org
719-686-2011**

PROFILE OF WOODLAND PARK SCHOOL DISTRICT RE-2

Woodland Park School District Re-2 (WPSD or the District) is nestled in the shadow of Pikes Peak approximately 20 minutes “up the pass” from Colorado Springs in the north-eastern portion of Teller County. WPSD is large enough to offer comprehensive programs at all levels, but small enough for the personal attention and comforts of a caring community. With approximately 1800 students, WPSD includes three elementary schools, one charter school, one middle school, and one high school. WPSD is both geographically and socioeconomically diverse.

1. PURPOSE OF REQUEST

The purpose of this Solicitation is to provide qualified Vendors with sufficient information regarding the District’s needs in order to adequately prepare and submit a Proposal to provide **gym bleachers replacement at the Woodland Park High School** to WPSD schools in accordance with the scope of service specified.

WPSD invites interested parties that meet the qualifications listed in this document to submit proposals regarding their product and related service offerings. All information shall be submitted in the format stipulated in this RFP.

2. SCOPE OF SERVICE

Gym Bleachers Replacement For Woodland Park High School

Brief Scope: Removal and Replacement of existing bleachers at both sides of the gym. Bleacher attachment to the existing gym walls.

Please include proposed pricing for the following:

- Main gym lower bleachers (both sides)
- Main gym mezzanine bleachers
- North gym both sides

Please schedule any appointments for a walkthrough of the site to provide documents specifications for each bleacher section with Ron Stone at rstone@wpsdk12.org.

3. ESTIMATED PROJECT SCHEDULE

10/14/2022	Distribute Request for Proposal
10/24-10/28	Scheduled Site Walkthroughs
10/28/2022	Deadline for Emailed Questions to mtuttle@wpsdk12.org
11/4/2023	Responses to Questions
11/11/2022 4:00 PM	Proposal Due Date
11/16/2022	Vendor Selection

4. INSTRUCTIONS TO OFFERORS

To be considered, an electronic copy and a printed copy (**email or other method**) of your Proposal and your Proposed Price must be received by **Miles Tuttle** at Woodland Park School District, PO Box 99, Woodland Park, CO 80866, bids@wpsdk12.org. ALL PROPOSALS MUST INCLUDE THE FORMS PROVIDED IN THIS PACKAGE. Failure to do so may be cause for rejection of your proposal. Proposals may be submitted in electronic format.

- A. Proposals must be marked plainly and prominently as follows:

WPHS Bleachers RFP FY23

It is the responsibility of the vendor to ensure that the proposal is at the WPSD Central Office before the deadline. Unsolicited proposals and proposals from unapproved or non-qualified vendors may not be considered.

- B. All offers meeting the intent of this request for proposal will be considered for award. Vendors taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the proposal. The absence of such a list shall indicate that the vendor has not taken exceptions and shall hold the vendor responsible to perform in strict accordance with the specifications of the invitation. WPSD reserves the right to accept any and all or none of the exception(s)/substitution(s) deemed to be in the best interest of the District.
- C. In the event of any claim by any unsuccessful vendor concerning or relating to the issue of “equal or better” or “or equal” the unsuccessful vendor agrees, at his own cost and expense, to defend such claim or claims and agrees to hold the District free and harmless from any loss or damage arising out of this transaction.
- D. WPSD reserves the right to negotiate with the submitter of each and every proposal; in order to best meet its needs as defined in the proposal as well as to reject any and all proposals and to waive any “informalities” in the proposal received whenever such action, rejection, or waiver is in its best interests. In all instances where price, service, and quality are determined equal, preference in the award of contract will be given to Colorado-based companies.
- E. Demonstrations may be required during evaluation: After the proposals are opened by the District, the Vendors may be required to demonstrate the product which has been proposed for evaluation by, and at no cost to, the District. The purpose of the demonstration is to observe the product in an operational environment and to verify its capability, suitability, and adaptability vis-à-vis the performance requirements stipulated in the Solicitation. If a demonstration is required, the District will notify the Vendor of such via email and will specify the date, time and location of the demonstration. If the Vendor fails to perform the demonstration on the specified date stipulated, the District may elect to reject the Vendor's Proposal or to reschedule the demonstration in its best interest. The District shall be the sole judge of the acceptability of the equipment in conformance with the Specifications and its decision shall be final.

5. AWARD

Proposals submitted will be evaluated by an evaluation committee. During the evaluation process, the Evaluation Committee and the District reserve the right, where it may serve the District's best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions. At the discretion of the District or the Evaluation Committee, firms submitting proposals may be requested to make oral presentations as part of the evaluation process. The District is seeking “Best Value” in the evaluation

process. In all instances, the decision rendered by the Board of Education (if necessary) shall be final and not subject to contest by others.

The District reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the District and the firm selected.

- A. WPSD reserves the right to:
 - 1. Accept or reject any or all proposals received as a result of this RFP.
 - 2. Waive or modify informalities and any irregularities in the responses received
 - 3. Select the vendor it deems to be most qualified to fulfill the needs of the District.
- B. Proposals shall remain open and valid and subject to acceptance for ninety (90) days after opening date unless otherwise stipulated.
- C. The successful vendor(s) shall request a Purchase Order with the District's billing instructions. If multiple purchase orders are requested, the total of all purchase orders shall equal the proposal total.
- D. The vendor shall not assign or transfer any or all of its rights, burdens, duties or obligations without the prior written consent of the District.

6. **TERMINATION OF CONTRACT**

The District may, by written notice to the successful Vendor, terminate the contract if the Vendor has been found to have failed to perform its service in a manner satisfactory to the District as per specifications, including delivery as specified. The date of termination shall be stated in the notice. The District shall be the sole judge of non-performance.

The District may cancel the contract upon thirty days written notice for reason other than cause. This may include the District's inability to continue with the contract due to the elimination or reduction of funding.

7. **EVALUATION CRITERIA**

In order to facilitate the evaluation and selection process, vendors are to submit responses that include the following information:

- A. **Management Summary**

A management summary must be included which provides an overview of the Vendor's information and highlights the benefits. Vendors should emphasize why their solution is best suited to meet the needs of the District. This summary must be signed by an authorized official who can represent the information provided. The Vendor's response to each of the requirements and other requests for information is contractually binding.
- B. **Vendor Profile**

Provide a brief description and history of your company including current size, organization and support staff and a general overall profile. Vendor must supply three current references to include: name of company, contact, phone number and address. The references must be customers with projects of similar scope and size to the one detailed in this RFP. Include specifics of the last project similar to this one and completion dates.
- C. **Proposed Price**

Total Itemized All-Inclusive Maximum Price

The proposed price should contain all pricing information related to performing the services as described in this request for proposal. The total all-inclusive maximum cost is to contain all direct and indirect costs including all out-of-pocket expenses.

The District will not be responsible for expenses incurred in preparing and submitting the proposal. Such costs should not be included in the proposal.

The first page of the proposed cost should include the following information:

1. Name of Firm
2. Certification that the person signing the proposal is entitled to represent the firm, empowered to submit the bid, and authorized to sign a contract with the District.

8. INTERPRETATIONS OR CHANGES

Changes in the specifications for quality level purposes and or specifications presented in the proposal package shall be made by written notice of change and will be emailed to Vendors holding Proposal Documents. All changes will become part of the Proposal Document by this reference, and all vendors shall be bound by such changes, whether or not the vendor received it.

Should a vendor find discrepancies, or errors in the Documents, the vendor shall notify the appropriate WPSD contact person no later than ten (10) days from the date of the Proposal Opening.

9. TAXES

Vendor shall not include federal, state or applicable local excise or sales taxes in proposal prices, as the District is exempt from payment of such taxes. For state sales and use taxes, it shall be the responsibility of the Vendor to complete and file an "Application for Exemption Certificate" with the Colorado Department of Revenue.

10. CERTIFICATE OF INSURANCE

Vendor shall provide WPSD with certificates of insurance evidencing the policies listed below prior to the commencement of services. The District shall be named as additionally insured as its interests may appear for all Commercial General Liability insurance and on all Comprehensive Automobile Liability insurance if the vehicles are to be used on District property.

11. INSURANCE REQUIREMENTS

At all times during the term of this contract, Vendor shall carry and maintain in full force at Vendor's expense the following insurance policies with insurance companies requiring minimum of thirty (30) days' notice to the District of change or cancellation (including cancellation for nonpayment of premium).

- A. Commercial general liability must include premises and operations, products and completed operations, contractual liability, personal and advertising injury liability and broad form property damage).

Each Occurrence Limit	\$2,000,000
General Aggregate Limit	\$5,000,000
Products/Completed Operations Aggregate	\$5,000,000
Personal and Advertising Injury Limit	\$2,000,000
Fire Damage Limit	\$ 500,000
Medical Expense Limit	\$ 5,000

- B. Automobile Liability (Must Include Owned, Non-Owned and Hired Autos)
Combined Single Limit \$2,000,000
- C. Excess Liability
Each Occurrence \$5,000,000
- D. Workers Compensation/Employers Liability

Per Occurrence Limit	\$ 100,000
Disease Policy Limit	\$ 500,000
Disease Each Employee	\$ 100,000

NOTE: A certificate of insurance verifying coverage must be submitted with the proposal. The initial certificate can be a copy and does not have to show Woodland Park School District as a certificate holder or additional insured. Upon award of the contract, an original certificate must be provided naming the District as an additional insured as well as a copy of the endorsement to the policy with respect to that particular project.

12. WARRANTY AND GUARANTEE

Successful Vendor shall warrant that all items/services shall conform to the proposed specifications and be free from all defects in material, workmanship and title. The Contractor shall, during the **{{Warranty_Term}}** **warranty period** ensure that work which proves defective or deficient during such time is corrected either by the Contractor subcontractors or such other means as shall be required.

13. NON-COLLUSION

The vendor certifies that this proposal is made without any previous understanding, agreement or connection with any person, firm, or corporation making a proposal for the same project, and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

14. INDEMNIFICATION

The vendor shall save, indemnify and hold harmless the District against or from all costs, expenses, damages, injury or loss to which said District may be subjected by reason of any wrongdoing, misconduct, want of care, skill, negligence, or default in the execution or performance of contract and shall save and keep harmless the District against and from all claims and losses to it from any causes whatsoever, including actual or alleged patent infringements in the matter of making, furnishing and delivering materials/services as called for in proposal document.

15. FEDERAL FUNDING

(a) The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form–LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this

transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than simplified acquisition threshold for each such failure.

(b) **Debarment and Suspension.** Subpart C of the OMB guidance in 2 CFR Part 180, as implemented by the Department of Defense in 2 CFR Part 1125.

The Recipient also agrees to communicate the requirement to comply with Subpart C to persons at the next lower tier with whom the Recipient enters into transactions that are “covered transactions” under Subpart B of 2 CFR Part 180 and the DoD implementation in 2 CFR Part 1125.

When a Recipient enters into a contract that utilizes federal awards of \$25,000 or more, that Recipient must verify that the vendor is not suspended or debarred or otherwise excluded. This verification may be accomplished by checking the Excluded Parties List System (EPLS) which can be accessed via System for Award Management (SAM) <https://www.sam.gov>, collecting a certification from the vendor, or adding a clause or condition to the contract with that vendor. In addition, Recipient personnel responsible for federal grant administration should receive ongoing training to understand the laws and regulations that apply to its federal grant awards. A print-out of this research, as proof, must be placed in the file for audit purposes.

(c) **Nondiscrimination.** Provisions of the following national policy requirements (as applicable) with respect to the prohibition of discrimination:

(1) On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.), as implemented by DoD regulations at 32 CFR Part 195.

(2) On the basis of sex or blindness, in Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et seq), as implemented by DoD regulations at 32 CFR Part 196.

(3) On the basis of age, in the Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR Part 90.

(4) On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), implemented by Department of Justice regulations at 28 CFR Part 41 and DoD regulations at 32 CFR Part 56.

(d) **Hatch Act.** 5 U.S.C. 1501-1508 and 7324-7328, as implemented by the Office of Personnel Management at 5 CFR Part 151, which limits political activity of employees or officers of State or Local governments whose employment is connected to an activity financed in whole or in part with Federal funds.

(e) **Drug-Free Workplace.** Requirements regarding drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 32 CFR part 26, which implements sec. 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701, et seq.).

16. SUBGRANTS

State grantees shall follow state law and procedures when awarding and administering subgrants (whether on a cost reimbursement or fixed amount basis) of financial assistance to local and Indian tribe governments. States shall:

(1) Ensure that every subgrant includes any clauses required by Federal statute and executive orders and their implementing regulations;

- (2) Ensure that subgrantees are aware of requirements imposed upon them by Federal statute and regulation;
- (3) Ensure that a provision for compliance with §33.42 is placed in every cost reimbursement subgrant; and
- (4) Conform any advances of grant funds to subgrantees substantially to the same standards of timing and amount that apply to cash advances by Federal agencies.

(b) All other grantees shall:

- (1) Ensure that every subgrant includes a provision for compliance with this part;
- (2) Ensure that every subgrant includes any clauses required by Federal statute and executive orders and their implementing regulations; and
- (3) Ensure that subgrantees are aware of requirements imposed upon them by Federal statutes and regulations.

(c) Exceptions. By their own terms, certain provisions of this part do not apply to the award and administration of subgrants:

- (1) Section 33.10;
- (2) Section 33.11;
- (3) The letter-of-credit procedures specified in Treasury Regulations at 31 CFR Part 205, cited in §33.21; and
- (4) Section 33.50.

17. ANNUAL APPROPRIATION

This Contract is not intended to create a multiple fiscal year debt or other obligation and the District's obligations hereunder shall be interpreted and limited in such a manner as to avoid creation of a multiple fiscal year debt or other obligation under the terms of Article X, Section 20, Paragraph 4(b) or the Colorado Constitution.

The purpose of this Clause is to supplement and shall be included in the contract as follows: "WPSD is a local, state, or federal governmental entity that relies on legislative budget approval to fund this service. WPSD intends to continue the forthcoming agreement for its entire term and to satisfy its obligations there under. For each succeeding fiscal period: (a) WPSD agrees to include in its budget request appropriations sufficient to cover obligations under the forthcoming agreement; (b) WPSD agrees to use all reasonable and lawful means to secure these appropriations; (c) WPSD agrees it will not use non-appropriations as a means of terminating the forthcoming agreement in order to acquire functionally equivalent products or services from a third party. WPSD reasonably believes that sufficient funds will lawfully be appropriated to satisfy its obligations.

If WPSD is appropriated insufficient funds, by appropriation, appropriation limitation or grant, to continue payments under the forthcoming agreement and has no other funding source lawfully available to it for such purpose WPSD may terminate the forthcoming agreement by giving Contractor not less than 30 days prior written notice. Upon termination WPSD will remit all amounts due and all costs reasonably incurred by Contractor through the date of termination and, to the extent of lawfully available funds, through the end of the then current fiscal period."

18. ILLEGAL ALIENS

If Provider has any employees or subcontractors, Provider shall comply with § 8-17.5, C.R.S. regarding Illegal Aliens – Public Contracts for Services, and this section of this Agreement. 8-17.5-102 includes, in part, that:

- a) Provider shall not:
 - (i) Knowingly employ or contract with an illegal alien to perform work under this Agreement; or

- (ii) Enter into a contract with a subcontractor that fails to certify to Provider that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
- b) Provider has verified or attempted to verify that Provider does not employ any illegal aliens and will participate in the E-Verify Program or State Department program in order to confirm eligibility of all employees who are newly hired to perform work under public contract for services.
- c) Provider will not use E-Verify Program or State Department program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed.
- d) If Provider obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Provider shall:
 - (i) Notify the subcontractor and the District within three days that Provider has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
 - (ii) Terminate the subcontract with the subcontractor if within three days of receiving the notice under d(i), the subcontractor does not stop employing or contracting with the illegal alien. However, the Provider shall not terminate the contract with the subcontractor if during this three day period the subcontractor provides information which establishes that the subcontractor has not knowingly employed or contracted with an illegal alien.
- e) Provider shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in §8-17.5-102(5), C.R.S.
- f) If Provider violates this provision, the District may terminate the Agreement for a breach of contract. If the Agreement is terminated, the Provider shall be liable for actual and consequential damages.

19. CONFIDENTIALITY / PROPRIETARY AGREEMENT

If your proposal contains confidential or proprietary information be sure to include this in the body of your response and that without the express, written permission of your organization it is prohibited to disclose, duplicate or reproduce.

20. METHODS OF PAYMENT

WPSD uses the following methods for payment. They are listed below in their order of preference.

1. District Check after issuance of Purchase Order: WPSD makes payments via district check. Under this method, payments are made after verification of receipt of the goods or services by the receiver and within 30 days after receipt of a proper invoice.
2. Credit Card Payment after issuance of Purchase Order: In an effort to eliminate paper and improve our payment efficiencies with our strategic partners, the District uses credit cards to make payments. Under this method, payments are made after verification of receipt of the goods or services by the receiver and within 15 days after receipt of a proper invoice.

21. LABOR, WORKMANSHIP, AND SCHOOL SECURITY

All Work under this Contract shall be performed in a skillful and workmanlike manner and in accordance with the Contract Documents. The Vendor shall be and remain liable to the District in accordance with Applicable Law for all damages to the District caused by the Vendor's failure to perform the Work under this Contract in a skillful and workmanlike manner and in accordance with the Contract Documents.

The Contracting Officer may require that the Vendor immediately remove from the job site any employee whom the Contracting Officer or on-site school personnel deem to be objectionable.

The Vendor shall not utilize, in the performance of this Contract, any laborer or employee who has been convicted of a violent crime or a crime of such nature (such as child related offenses) as to categorize the person as being unsuitable for working around school children, or has engaged in such conduct, in the last five years, as

to be similarly categorized, or who, in the opinion of the Vendor or the District, is otherwise unsuitable for working on the Project. Suitability shall be determined by performance of security/background checks (as are necessary in light of the potential of contact with the District's students, staff, property, or sensitive records maintained at District sites) by the Vendor on all laborers and employees utilized in the performance of the Work. When there is reasonable doubt regarding a particular person's suitability, the Contractor may make a request through the District's Contracting Officer for an approval/opinion prior to the individual beginning work. The Vendor shall submit to the District copies of all security/background checks performed within twenty-four (24) hours of a request by the District for such information.

The District may request copies of these security/background checks up to one (1) year after Turnover of the Project. Failure to complete or submit any required constitute an Event of Default, and may result in termination of the Contract, removal from the active vendor and Offeror list for up to one (1) year, or any other available legal or contractual rights or remedies.

The Vendor, including without limitation its laborers and employees, shall not fraternize or otherwise communicate with students except in cases of safety and like necessities.

The Vendor shall not allow any laborer or employee to wear objectionable clothing or caps with other than company logo, (objectionable clothing will be determined by the District's on-site personnel), or use profanity in any manner while on District property.

The Vendor shall ensure that its laborers and employees fully comply with all District policies/regulations pertaining to restrictions that may affect anyone on District owned property. Examples of these current policies/regulations include:

- (a) Each person or each foreman representing a group of laborers must sign in at the school's main office upon arrival at the Job Site.
- (b) Each person shall maintain professional workmanlike attire.
- (c) No person shall use tobacco, or possess alcohol or any controlled, illegal or dangerous substance on District property.
- (d) No person shall possess any "weapon" of any kind as defined in District policy, including without limitation a pocketknife that is not directly used as a tool for Work in progress.

Removal of a specific person from the Project as a result of any condition mentioned above shall not relieve the Vendor from timely performance of the Work and shall not be considered grounds for a request for additional funds to complete the Project.

Having read carefully the proposal conditions and the specifications, the undersigned submits the following proposal. Any special conditions the District needs to know with regard to your proposal must be listed here:

I acknowledge receipt of addenda, if any as follows:

The undersigned acknowledges that the governing board of Woodland Park School District reserves the right to reject any and all proposals and/or waive any irregularities or information in the proposal process.

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the vendor, (2) he/she has read all terms and conditions and technical specifications which were made available in conjunction with this solicitation and fully understands and accepts them unless specific variations have been expressly listed in his/her offer, (3) that the proposal is being submitted on behalf of the vendor in accordance with any terms and conditions set forth in this document, and (4) that the vendor will accept any awards made to it as a result of the proposal submitted herein for a minimum of ninety calendar days following the date of submission.

PRINT OR TYPE YOUR INFORMATION

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