

**REQUEST FOR PROPOSAL  
For  
PARKING LOT  
ASPHALT/CONCRETE REMOVAL  
AND REPLACEMENT  
PIKES PEAK LIBRARY DISTRICT  
Colorado Springs, CO  
(PPLD RFP #490-16-01)**

Pikes Peak Library District ("PPLD") invites qualified Paving and Concrete firms ("The Company" or "Contractor"), who are licensed in the State of Colorado, to submit a response to a Request for Proposal (RFP) to provide for the removal and replacement of the existing parking lot asphalt surface and associated concrete components located at Library 21c, 1175 Chapel Hills Drive, Colorado Springs, CO 80920.

Proposal deadline is: **2pm, Thursday, November 17, 2016**

**I. Terms & Conditions**

**A. General Terms and Conditions**

1. **Purpose:** PPLD is seeking proposals from qualified contractors to provide asphalt and concrete removal and replacement, as specified herein, at Library 21c in Colorado Springs, CO.

Qualified firms must be licensed in the State of Colorado, and must have comparable and verifiable experience in commercial paving and concrete services, shall have been in business for no less than five (5) years.

Selected contractor will work with Division Head of Facilities in the planning and coordination of this project. It will be required to be completed in phases allowing for the library to remain open and operating.

2. **Interested Parties:** All interested firms are invited to submit a proposal in accordance with the terms, conditions, and specifications contained herein.

An electronic version of this RFP and **Exhibits A - (Project Drawings), B - (Pavement Evaluation Report)** can be accessed at: <http://ppld.org/request-for-proposals>.

3. **Sole Point of Contact:** Questions and requests for clarifications regarding this RFP must be addressed, in writing, to Gary Syling, Division Head of Facilities at Pikes Peak Library District, 1175 Chapel Hills Drive, Colorado Springs, CO 80920, or [gsyling@ppld.org](mailto:gsyling@ppld.org).

**Questions and requests for clarifications** may be sent via e-mail, provided that the **RFP number, title, and the words "question" and/or "clarification" are identified in the "subject" area of the e-mail.** Questions and requests without this subject identification may be considered routine e-mails, and may not get properly addressed.

All questions and requests for clarification will be responded to by e-mail to all proposers after the pre-proposal conference. Any responses by PPLD that are considered to be a change in the terms, conditions, and specifications of this RFP will be sent by written addendum. No communications of any kind may be considered a change to the terms, conditions, and specifications in this RFP unless received by the proposers via formal written addenda.

4. **Tax Exemption:** PPLD, as a local government entity, is exempt from sales and use taxes. Proposers shall inform all prospective subcontractors and suppliers from whom they expect to obtain services or supplies of the tax-exempt status of PPLD. Following the contract award, an exemption certificate will be furnished by PPLD if the contractor requests.
5. **Expenses:** PPLD assumes no liability for payment of expenses incurred by proposers in the preparation and submission of proposals in response to this invitation.
6. **Conflict of Interest:** Any contractual relationship with any PPLD personnel in the twelve (12) months preceding the distribution of this RFP, or any similar or potential conflicts of interest, may, at the sole discretion of PPLD, be grounds for rejection of the proposal and/or termination of any contract awarded.
7. **Non-Discrimination:** The Contractor agrees 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, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability.

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8. **Governing Law:** The laws of the State of Colorado shall govern any contract executed between the successful proposer and PPLD. Further, the place of performance and transaction of business shall be deemed to be in the County of El Paso, State of Colorado, and in the event of litigation, the exclusive venue and place of jurisdiction shall be the State of Colorado, and more specifically, El Paso County, Colorado.
9. **RFP Schedule:**  
RFP 490-16-01 Let.....**Tuesday, November 1, 2016**  
**Mandatory Pre-Proposal Conference**..... **9am, Thursday, November 10, 2016**  
Last day to submit questions for clarification.....**Monday, November 14, 2016**  
**RFP 490-16-01 Proposal due** .....**2pm, Thursday, November 17, 2016**  
Contractor(s) Selection Announced..... **December 6, 2016**  
Project Commences.....**Spring 2017**
10. **Mandatory Pre-Proposal Conference:** A pre-proposal conference will be held at Library 21c located at 1175 Chapel Hills Drive, Colorado Springs, CO 80920 on:

**Thursday, November 10, 2016 at 9am**

**Attendance is mandatory for all proposers.**

**No proposals will be accepted from firms who did not attend this meeting.**

11. **Exceptions and Deviations:** Any exception to or deviations from these Terms & Conditions must be identified, in writing, on an attachment to the proposal submission. PPLD reserves the right to accept or reject, at its sole discretion, any exceptions or deviations by the proposer.

**B. Proposal Preparation:**

1. **Substantive proposals:** By submitting a proposal, the proposer guarantees that (a) its proposal is genuine and is not made in the interest of, or on behalf of, any undisclosed person, firm, or corporation; (b) it has not directly or indirectly induced or solicited any other respondent to put in a false or sham bid; (c) it has not solicited or induced any other person, firm, or corporation from proposing; and (d) it has not sought by collusion to obtain for itself any advantage over any other proposer or over PPLD.
2. **Subcontracting:** The contractor shall be responsible for the performance of all of its sub-contractors, sub-sub-contractors and consultants. The use of specific sub-contractors and consultants is subject to the approval of PPLD. The contractor is responsible for ensuring that all sub-contractors and consultants comply with all the terms of the contractor's contract with PPLD.
3. **Insurance Requirements:** The successful proposer shall have the following insurance coverage. Proposers shall submit in their proposals, ACORD certificates and/or other proof of the insurances:
  - a. Worker's Compensation in compliance with the requirement of the State of Colorado.
  - b. Liability Insurance in the amount of no less than \$1,000,000 per occurrence.
  - c. Fidelity Bond coverage for all Contractor employees and contractors assigned to this engagement.

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4. **Indemnification:** The proposer agrees to, and shall, defend, release, and indemnify, and save and hold harmless PPLD, its officers, agents, and employees from and against any and all damages to property or injuries to or death of any person or persons, including property and officers, employees, and agents of PPLD, and further agrees to, and shall, defend, indemnify, and save and hold harmless PPLD, its officers, agents, and employees, from and against any and all claims, costs, demands, liabilities, suits, actions, causes of action, and other legal or equitable proceedings of any kind or nature whatsoever, of or by anyone whomsoever, including, but not limited to claims arising out of and/or predicated upon negligence, breach of contract, tort, or strict liability, in any way resulting from, connected with, or arising out of the contractor's operations or performance in connection herewith, including operations or performance of subcontractors and suppliers and acts or omissions of officers, employees, or agents of the contractor or its subcontractors or suppliers.
5. **Schedule:** By submitting a proposal, the proposer guarantees that it will be able to comply with the overall schedule as stated within.
6. **Continuity:** By submitting a proposal the proposer guarantees that the key team members, including consultants and sub-contractors, if any, will remain assigned to PPLD's contract for its duration. Exceptions must be approved in advance by PPLD.
7. **Submission Information and Documents:** The proposal must be comprehensive and address all elements requested in *Section II. Specifications* and *Section III. Proposal Requirements*. To assure that the information provided can be readily identified, the proposal must include, but not limited, to the submission of the following signed documents:
  - a. Addendum A- *PROPOSAL COVER SHEET*
  - b. Addendum B- *CHECKLIST, QUESTIONNAIRE, AND PRICING*
  - c. Addendum C- *IMMIGRATION CLAUSE FOR CONTRACTS*
  - d. Addendum D- *SITE AMENITIES CHECKLIST*
  - e. Contractor Quality Control Plan- *Must follow a recognized quality control standard and be in general accordance with Pikes Peak Regional Transit Authority (PPRTA) and/or the City of Colorado Springs quality control standards.*
8. **Signatures:** The proposal must be submitted in ink, signed by an officer of the proposing company.
9. **Proposal Submissions:** Proposals, including (1) one copy on flash drive, are to be submitted in sealed envelopes, identified with the proposal number and title, on the forms provided herein, with all attachments, **no later than 2:00 pm local time on: Thursday, November 17, 2016**

Tatiana Zonte  
Finance Department  
Pikes Peak Library District  
1175 Chapel Hills Drive  
Colorado Springs, CO 80920

A complete submission includes the signed original (along with the one copy on a flash drive mentioned above) with all the attachments, and five (5) complete copies. **Proposals delivered after that time will be received and read, but will be rejected for lateness.**

10. **Withdrawal of Proposal:** A proposer may withdraw its own proposal at any time prior to the proposal due date and time as identified herein. After that date and time, no proposer may withdraw its proposal for any reason. All proposals shall be valid for a period not less than 120 calendar days after the proposal due date.

**C. Contractor Selection Provisions:**

1. **Contractor Selection:** It is the intent of PPLD to select only responsible and responsive firms.
2. **Right of Acceptance and Rejection:** PPLD reserves the right to accept or reject any or all proposals and to waive any formalities, informalities, and deviations, which, in its opinion, best serve the interest of PPLD. PPLD is not bound to accept the lowest priced proposal. Your proposal should include your most favorable terms and conditions.
3. **Negotiation:** Subsequent to the Proposal due date, PPLD reserves the right to negotiate terms and conditions with proposers.
4. **Basis of Award:** An evaluation team will judge the merit of proposals received in accordance with the general criteria defined within this invitation. The recommendations of this committee will be forwarded to PPLD Board of Trustees for approval and execution. The following criteria will be taken into consideration when making evaluations of proposals. This list is not intended to be exhaustive:
  - a. Completeness of reasonable proposal
  - b. Pricing
  - c. Background and experience in projects of similar scope.
  - d. References
  - e. Any other items deemed in the best interest of PPLD.

**D. Contract Formation:**

1. **Agreement in Writing:** The successful candidate will be required to enter into a written contract with PPLD.

If you have a formal or standard contract that you typically use with such projects, please attach a copy to this Proposal.

If, in PPLD's sole discretion, the selected proposer has not executed the contract documents within a reasonable time after selection, PPLD reserves the right to rescind the award and select another contractor.
2. **Amendments to Contract:** Parties hereto reserve the right to make amendments or modifications to the contract by written amendment signed by both parties. No amendment shall be effective unless approved by PPLD.
3. **Termination:** This agreement will automatically terminate on the occurrence of any of the following events: bankruptcy or insolvency of either party, sale of the business of either party, failure to comply with federal, state or local laws, regulations or requirements.

**II. Specifications**

1. The specifications of this project as created by Kleinfelder, Inc. can be accessed online at <http://www.ppld.org/request-for-proposals>.
  - a. RFP 490-16-01 Parking Lot Asphalt/Concrete Removal/Replacement, **Exhibit A - Project Drawings**
  - b. RFP 490-16-01 Parking Lot Asphalt/Concrete Removal/Replacement, **Exhibit B - Pavement Evaluation Report.**
2. The successful proposer shall be required to furnish all permits, equipment, tools, machinery, transportation and other implements necessary to fulfill the provisions of this Contract. This includes but is not limited to all procurement and contracting requirement specification included within.

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3. Awarded contractor shall coordinate schedules with the Head of Facilities – PPLD in order to limit disruptions to patrons and public in general. This project will require multiple moves.
4. All work shall be done to the highest of industry quality and be in general accordance with Pikes Peak Rural Transportation Authority (PPRTA) and/or the City of Colorado Springs standards for roadway construction.
5. Awarded contractor shall submit with proposal their Quality Control Plan specifically for this project and shall ensure its implementation throughout the project.
6. Kleinfelder, Inc., representing PPLD will conduct quality assurance inspections and testing of all materials specified in the completion of this work at no cost to the contractor. Contractor responsible for implementing Quality Control Plan and coordinating inspections and testing with Kleinfelder, Inc.
7. Contractor shall ensure all materials and workmanship are in accordance with specifications provided by Kleinfelder, Inc. and shall correct any and all deficiencies found not meeting such requirements.
8. Only authorized employees of the contractor are allowed at the designated PPLD jobsite. No non-employees, employee's significant others, employee's children, or employee's pet(s) shall be permitted on the jobsite, by the Contractor, during the performance of this contract.
9. Awarded Contractor will be required to complete the Site Amenities Checklist with the Facilities Officer before and after project completion.

**III. Proposal Requirements**

To be complete, a response to this RFP must include:

**A. Company Experience:**

A statement of Contractor's experience and qualifications to provide asphalt/concrete removal and replacement services. Include a general overview of your company or business, to include:

1. Size and age of company.
2. References from three (3) current projects similar in scope and size to this. Indicate the type of business (ie – library, school, medical, business offices, retail, etc.). PPLD reserves the right to contact these clients and schedule a site visit to assess the quality of services provided.
3. Personnel Experience. Please attach resumes for management team who will be assigned overall contract and project responsibility for this / these contract(s). Include contact information, including phone number.

**B. Pricing information:**

PPLD is looking for the best-value proposal that meets the needs of the District to include all cost aspects of service. Please provide all price information in Addendum B.

**C. Warranty Information:**

The successful vendor shall warrant that all materials and workmanship utilized in the performance of this contract shall conform to the proposed specification and/or all warranties states. All labor and work shall have a warranty for one (1) year from the project completion date.

**D. Contractor Quality Control Plan**

Must follow a recognized quality control standard and be in general accordance with Pikes Peak Regional Transit Authority (PPRTA) and/or the City of Colorado Springs quality control standards.

**ADDENDUM A  
PIKES PEAK LIBRARY DISTRICT  
RFP - 490-16-01  
Proposal Cover Sheet**

**I. GENERAL INFORMATION**

- 1. **FIRM NAME** \_\_\_\_\_
- 2. **ADDRESS** \_\_\_\_\_  
\_\_\_\_\_
- 3. **PHONE** \_\_\_\_\_
- 4. **FAX** \_\_\_\_\_
- 5. **E-MAIL** \_\_\_\_\_
- 6. **WEBSITE** \_\_\_\_\_
- 7. **CONTACT** \_\_\_\_\_

**II. STATEMENT OF MINIMUM QUALIFICATION**

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

\_\_\_\_\_ (name of firm) submitting this  
profile and declaration, and that I am duly authorized to sign this profile and declaration on behalf of the  
above named firm. All information set forth in this profile and declaration and all attachments hereto are,  
to the best of my knowledge, true, accurate, and complete as of the submission date.

**The signer further certifies that (please initial):**

\_\_\_\_\_ The Company has carefully examined all instructions, requirements, project specifications and  
drawings as defined in Exhibits A and B located at <http://www.ppld.org/request-for-proposals>),  
and terms and conditions of the RFP for which this proposal is submitted.

\_\_\_\_\_ The Company understands all instructions, requirements, project specifications and drawings,  
and terms and conditions of the RFP, and hereby offers and proposes to furnish the goods and  
services described herein at the prices, fees, and/or rates identified in this proposal, in  
accordance with the instructions, requirements, specifications, and terms and conditions of the  
RFP.

\_\_\_\_\_ This proposal is a valid and irrevocable offer that will not be revoked and shall remain open for  
PPLD's acceptance for a period of ninety (90) calendar days from the proposal due date.

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- \_\_\_\_\_ The Company is in full compliance with all applicable federal, state, and local laws, rules, regulations, and ordinances governing business practices.
  
- \_\_\_\_\_ All statements, information, and representations prepared and submitted in this proposal are current, complete, true, and accurate.
  
- \_\_\_\_\_ Submission of this proposal indicates the signer's acceptance of the evaluation technique and that some subjective judgments may be made by PPLD as part of the evaluation.
  
- \_\_\_\_\_ The Company has the following insurance coverage:
  - Workers' Compensation Insurance
  - Liability Insurance
  - Fidelity Bond
  
- \_\_\_\_\_ Evidences of these insurances are attached.
  
- \_\_\_\_\_ The Company is registered in the State of Colorado. A copy of registration is attached.
  
- \_\_\_\_\_ A list of exceptions and deviations (if any) is attached.
  
- \_\_\_\_\_ There have been no claims, litigation, or other issues filed or pending against our company in the past five (5) years, except as listed below.  
  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
- \_\_\_\_\_ The Company is aware of and is in compliance with Colorado's Immigration/illegal alien laws pertaining to public contracts.
  
- \_\_\_\_\_ Addendum C (Colorado Statutes 8-17.5 – 102) is signed and attached.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date



**ADDENDUM B**  
**PIKES PEAK LIBRARY DISTRICT**  
**RFP – 490-16-01**  
**Checklist, Questionnaire, and Pricing**

**A. COMPANY EXPERIENCE**

1. **Size (Quantity each of FT / PT / Temporary Employees) and Age of Company**

# of FT Employees: \_\_\_\_\_ # of PT Employees: \_\_\_\_\_ # of Temp. Employees: \_\_\_\_\_

Age of Company: \_\_\_\_\_

2. **List of three (3) references from customers with similar scope to this project.** Indicate the type of business (ie – library, school, medical, business offices, retail, etc.). PPLD reserves the right to contact these clients and schedule a site visit to assess the quality of services provided. Use additional page if needed titled "References."

Company Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_  
Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
Type of Business: \_\_\_\_\_  
Scope of service performed: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Company Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_  
Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
Type of Business: \_\_\_\_\_  
Scope of service performed: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Company Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_  
Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
Type of Business: \_\_\_\_\_  
Scope of service performed: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. **Personnel Experience.** Please describe the qualifications of the proposed project team and attach their résumés. Include contact information, including phone numbers.

**B. PRICING**

Asphalt Removal/paving                      \$ \_\_\_\_\_

Concrete:                                              \$ \_\_\_\_\_

**Total**                      \$ \_\_\_\_\_

**C. WARRANTY COVERAGE DESCRIPTION**

Please include details of warranties

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**ADDENDUM C**

**PIKES PEAK LIBRARY DISTRICT**  
**IMMIGRATION CLAUSE FOR CONTRACTS**

- I. Pursuant to Colorado Revised Statutes Section 8-17.5-102, the Pikes Peak Library District (“PPLD”) shall not enter into or renew a public contract for services with a contractor who knowingly employs or contracts with an illegal alien to perform work under the contract or who knowingly contracts with a subcontractor who knowingly employs or contracts with an illegal alien to perform work under the contract.*
- I. Accordingly, Contractor agrees that it shall not:*
- A. Knowingly employ or contract with an illegal alien to perform work under this Agreement; or*
  - B. Enter into a contract with a subcontractor for work under this Agreement that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.*
- II. Further, Contractor agrees that it shall comply with the following:*
- A. Contractor has verified or attempted to verify through participation in the Basic Pilot Employment Verification Program (the “Basic Pilot program”) of the U.S. Department of Homeland Security that Contractor does not employ any illegal aliens and, if Contractor is not accepted into the Basic Pilot Program prior to entering into this Agreement, that Contractor shall apply to participate in the Basic Pilot Program every three months until Contractor is accepted or the services under this Agreement have been completed, whichever is earlier. This requirement shall terminate if the Basic Pilot Program is discontinued.*
  - B. Contractor shall not use Basic Pilot Program procedures to undertake pre-employment screening of job applicants while the services under this Agreement are being performed.*
  - C. Should Contractor obtain actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Contractor shall:*
    - 1. Notify the subcontractor and PPLD within three days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and*
    - 2. Terminate the subcontract with the subcontractor if within three days of receiving the notice pursuant to Paragraph 1(b)(iii)(1) the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.*
  - D. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that the Department may undertake pursuant to its authority under Colorado Revised Statutes Section 8-17.5-102(5).*

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Authorized Signature

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Date

**ADDENDUM D**  
**SITE AMENITIES CHECKLIST**

Project: \_\_\_\_\_  
 Location: \_\_\_\_\_

Contractor: \_\_\_\_\_ Engineer: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

The purpose of this checklist is to inform all parties of the status of the existing site amenities prior to construction and to verify their status upon completion of the construction activities.

Item	Pre-Construction	Post-Construction
Irrigation System	<input type="checkbox"/> Working <input type="checkbox"/> Not Working <input type="checkbox"/> Not Applicable	<input type="checkbox"/> Working <input type="checkbox"/> Not Working <input type="checkbox"/> Not Applicable
Comments:		
Landscape	<input type="checkbox"/> Acceptable <input type="checkbox"/> Not Acceptable <input type="checkbox"/> Not Applicable	<input type="checkbox"/> Acceptable <input type="checkbox"/> Not Acceptable <input type="checkbox"/> Not Applicable
Comments:		
Parking Lot Lighting	<input type="checkbox"/> Working <input type="checkbox"/> Not Working <input type="checkbox"/> Not Applicable	<input type="checkbox"/> Working <input type="checkbox"/> Not Working <input type="checkbox"/> Not Applicable
Comments:		
Signage	<input type="checkbox"/> Acceptable <input type="checkbox"/> Not Acceptable <input type="checkbox"/> Not Applicable	<input type="checkbox"/> Acceptable <input type="checkbox"/> Not Acceptable <input type="checkbox"/> Not Applicable
Comments:		

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Pre-Construction Meeting Date: \_\_\_\_\_

By: \_\_\_\_\_ By: \_\_\_\_\_ By: \_\_\_\_\_  
Engineer PPLD Contractor

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Post-Construction Meeting Date: \_\_\_\_\_

By: \_\_\_\_\_ By: \_\_\_\_\_ By: \_\_\_\_\_  
Engineer PPLD Contractor