

REQUEST FOR PROPOSALS
ON-CALL ARCHITECTURAL - ENGINEERING SERVICES
RFP 23-700-001

Poudre School District (the District") is requesting electronic proposals from professional and

The District reserves the right to reject any and all proposals and to waive any irregularities or informalities.

Sincerely,
Jon Babcock
Senior Procurement Agent
jbabcock@psdschools.org

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BACKGROUND

Poudre School District is a high-performing district, covering more than 1,800 square miles in northern Colorado with diverse school settings. The District's instructional program is centered around District Ends, under the Policy Governance model, developed to support a comprehensive curriculum.

While more than 70% of the District's families choose to send their children to their neighborhood school, the District does support school choice and offers a wide spectrum of educational programs to fit any child's needs. Program options include International Baccalaureate, Core Knowledge, Bilingual/Dual Language Immersion, Hybrid/Online, Expeditionary Learning, Science, Technology, Engineering and Math (STEM) along with extra-curriculars and athletics. The District has two LEED certified school buildings and over 30 Energy Star awards and supports operational sustainability in all areas of work.

Our Schools:

- 32 elementary schools
- 10 middle schools
- 4 comprehensive high schools
- 2 combined middle/high schools
- 6 option (100% choice) schools
- 3 alternative high schools
- 5 charter schools
- 1 online school

The District is fully accredited by the Colorado Department of Education Accreditation and Accountability Un2 (t)-2 (a)4 (t)-2 [(E)-9 (M)(t)-2 (y U)pTj w [.15 Td [(T 8).o p2 (ne)4 (e)4 (r)od(c)4 (hoi)

1.0 GENERAL CONDITIONS

- 1.1 Information and materials submitted in response to this solicitation may be considered public records subject to disclosure under the Colorado Open Records Act ("CORA"), C.R.S. §§ 24-72-200.1 to -205.5. Information and materials that Service Provider believes are confidential and not subject to disclosure under CORA must be submitted separately with a citation to the section of CORA and any other relevant law under which Service Provider believes they are confidential. The District, not Service Provider, shall determine whether information and materials so identified will be withheld as confidential, but will inform Service Provider in advance of disclosure to give it an opportunity to take legal action to protect its interests - ~~as~~ is the party making the CORA request.
- 1.2 This is a solicitation for an offer and is not an offer to contract for goods or services.
- 1.3 Service Provider must provide all requested information. Failure to do so may result in rejection of the proposal at the option of the District.
- 1.4 Proposals must meet or exceed specifications contained in this document.
- 1.5 The District is exempt from city, county, state, and federal sales/excise taxes. Tax exempt certificates will be issued upon request.
- 1.6 Submission of a proposal is deemed as acceptance of all terms, conditions and specifications contained in the District's solicitation package initially provided to the Service Provider. Any proposed modification must be accepted in writing by the District prior to award of the contract.
- 1.7 Each Service Provider, its employees, representatives, and subcontractors, agrees to abide by all applicable federal, state, and local codes, laws, rules and regulations.
- 1.8 The successful Service Provider shall furnish all supplies, which conform to all applicable safety codes and regulations.
- 1.9 Contact with District personnel regarding this RFP, other than inquiries to the specific Procurement Agent identified in this document, may be grounds for

- 1.12 For services requiring Service Provider's presence on District property and the project site(s), the Service Provider must provide proof of insurance that meets the insurance requirements stated in Section 6.0 of this document.
- 1.13 Health and Safety StandardsThe Service Provider shall have and maintain a set of protocols and guidelines to meet evolving health and safety requirements and implement any applicable communicable disease protocols, which must follow guidance and orders from state and/or local public health officials and be no less strict than the District's protocols.
- 1.13.1 Service Provider shall ensure all individuals providing Services under this agreement for the Service Provider wear appropriate personal protective equipment as designated in this section 1.13, at all times while on District property.
- 1.13.2 If the District is directed, or the District determines to limit or restrict access to any or all of its facilities or District Location due to a public health or safety concern, the District may, at its discretion temporarily delay or stop Service Provider's services, with or without prior notice.
- 1.14 The successful Service Provider is not permitted to transfer any interest in the project whether by assignment or otherwise, without prior written consent of the District's Strategic Sourcing Department.
- 1.15 Service Providers are required to complete the Reference Form included in this solicitation as described.
- 1.16 Service Provider must note in the solicitation response any intent to use subcontractors. The subcontractor's name, address, phone number and three client references, along with the type of work to be performed must be included. Use of subcontractors may be considered as a factor in the District's evaluation process. If the Service Provider fails to notify the District of its intent to use subcontractors in the proposal submittal, the proposal may be considered a void offer. Subcontractors will be allowed only by written permission of the District. The Service Provider agrees that it is fully responsible to the District for the acts or omissions of its subcontractors, or any persons employed by them, in the same way as it is for the acts and omissions of persons directly employed by the Service Provider. Nothing contained in the contract, or any subcontract shall create any contractual relation between any subcontractor and the District.
- 1.17 The District reserves the right to reject any and all proposals or any part thereof, to waive any formalities, and further, to award the proposal to the responsible Service Provider as deemed in the best interest of the District.
- 1.18 There is no expressed or implied obligation for the District to reimburse responding Service Providers for any expenses incurred in preparing proposals in response to this request.

- 1.19 Responses to this solicitation will be independently evaluated by an evaluation committee to be established for such purpose.
- 1.20 Proposals submitted will be evaluated using predetermined objective rating criteria. Those that are clearly non-responsive to the stated requirements may be eliminated prior to the evaluation. Prior to proposal submission, Service Provider are encouraged to check the BidNet website to ensure additional requirements are incorporated into its submissions.
- 1.21 The District reserves the right to negotiate further with one or more Service

1.24 The District intends for the contract to commence upon complete execution of a successfully negotiated agreement and continue in full force and effect through and including June 30, 2024

laws, including but not limited to pension or retirement benefits, workers' compensation, unemployment compensation, and Social Security benefits; and (c) all payments to its suppliers and subcontractors for goods and/or services directly or indirectly related to this solicitation.

1.29.3 Nothing in this solicitation or as a result of this solicitation shall be construed as creating a single enterprise, partnership, joint venture or employer-employee relationship between a future Service Provider and the District. The future Service Provider will not be considered a partner, agent or representative of the District and will not represent itself to be a partner, agent or representative of the District. The District is not a partner, agent or representative of any future Service Provider and shall not represent itself to be a partner, agent or representative of tt46(f)-1 (t)-6t46(f)-1 (not r Srf thehitaliolicct and will npisihl (r)3 (t)-2 (ne)4 (r2 (ngl) (ur)o(or)m (i)-.9 (ha)3.9

1.31.4 Appeal of Award. The Service Provider may appeal the award by submitting, in writing, a request for reconsideration to the District's Executive Director of Finance within seventy (72) hours after the receipt of the notice of award.

1.31.5 In the event the awarded Service Provider defaults on its contract or the contract is terminated for cause due to performance, the District reserves the right to reprocure the Services from the next lowest Service Provider or from other sources during the remaining term of the terminated/defaulted contract. Under this arrangement, the District shall charge the awarded Service Provider any differences between its price and the price to be paid to the next lowest Service Provider, as well as, any costs as of the date of termination. The District shall also charge the awarded Service Provider any costs incurred in the procurement of the Services from the next lowest Service Provider or from other sources during the remaining term of the terminated/defaulted contract. Under this arrangement, the District shall charge the awarded Service Provider any differences between its price and the price to be paid to the next lowest Service Provider, as well as, any costs as of the date of termination. The District shall also charge the awarded Service Provider any costs incurred in the procurement of the Services from the next lowest Service Provider or from other sources during the remaining term of the terminated/defaulted contract.

These organizations are comprised of governmental purchasing agents, or agency representatives responsible for the purchasing function.

1.32.2 These organizations include:

- 1.32.2.1 Colorado Educational Purchasing Council (CEPC) - A cooperative purchasing organization comprised of purchasing agents/buyers representing all Colorado public school districts.
- 1.32.2.2 Multiple Assembly of Procurement Officials (MAPO) - A cooperative purchasing organization comprised of procurement representatives from state, county, municipal, governments, special districts or school districts along the ~~frange~~ range of the Rocky Mountains in Colorado.
- 1.32.2.3 Rocky Mountain Governmental Purchasing Association (RMGPA) - A chapter member of the National Institute of Governmental Purchasing (NIGP), consisting of public procurement professionals and their representative agencies which include approximately 100 state, county, and municipal governments; school districts and higher education; and other special districts.

1.32.3 Members of these organizations, at their discretion, may request use of the contracts or awards that result from this solicitation. Each governmental entity which uses a contract(s) resulting from this solicitation would establish its own contract, issue its own orders, schedule deliveries, be invoiced individually, make its own payments, and issue its own exemption certificates as required by the Service Provider. It is understood and agreed that Poudre School District is not a legally binding party to any contractual agreement made between another governmental entity and the Service Provider as a result of this solicitation. The District shall not be liable for any costs or damages incurred by any other entity. Usage by any other entity shall not have a ~~neg~~ative impact on the District in the current term or in any future terms.

2.0 SCOPE OF WORK AND REQUIREMENTS

The services under this RFP include but are not limited to full or specialized architectural design services ~~and~~ engineering design services, or

- 2.1.1 Principal Architect or Engineer of record must be registered and licensed in the State of Colorado.
 - 2.1.2 Service Provider must have an established office within 150 miles of Fort Collins, Colorado at the time of RFP response submission.
 - 2.1.3 Service Provider must demonstrate completion of various sizes and scopes within the last five (5) years that are similar to typical projects completed by school districts
- 2.2 The scope of work for various projects may include:
- 2.2.1 Architectural designs
 - 2.2.2 CAD services
 - 2.2.3 Plumbing, mechanical, and electrical designs
 - 2.2.4 Construction documents
 - 2.2.5 Engineering services
 - 2.2.6 Feasibility studies
 - 2.2.7 Pre-design services
 - 2.2.8 Prebidding services
 - 2.2.9 Pre-construction services
 - 2.2.10 Project management services
 - 2.2.11 Contract administration assistance
 - 2.2.12 Commissioning, closeout, and warranty services
- 2.3 Upon notification of project, Service Provider shall respond to the District representative with project acceptance or denial within two business days.
- 2.4 Upon project acceptance, Service provider shall provide a project overview and estimated cost to the District within seven business days.
- 2.5 Costs for each project shall be based on the Exhibit B - Schedule provided with response and shall include all supplies and services required for the project.
- 2.6 Upon District approval of the project overview and costs, work shall begin as determined by the District.
- 2.7 Service provider shall submit fees and hourly rates in Exhibit B with proposals.

- 2.7.1 Space has been provided to include any other possible fees that could apply to future projects. Add more if necessary.
- 2.8 Fees and hourly rates provided in the response shall include everything needed to provide services including but not limited to labor, equipment, travel, deliverables, and other costs associated.

As set forth in more detail below, the District is requiring the following information from all Service Providers as part of their response:

- 3.1 Letter addressing the considerations below
 - 3.1.1 Completed Architect's Qualification Statement - AIA Document B305 – 1993 or successor form. (Exhibit A)
 - 3.1.2 Service Provider's summary of previous work for the District.
 - 3.1.3 Service Provider's experience on projects of similar type and size within the last five (5) years.
 - 3.1.4 Whether the Service Provider or any of its principals has ever declared bankruptcy under their current names or former names.
 - 3.1.5 Whether the Service Provider or any of its principals has ever made an assignment for the benefit of creditors.
 - 3.1.6 Whether there are any unsatisfied judgements or liens against the Service Provider or any of its principals.
- 3.2 Description of the proposed Project team and approach for typical project
 - 3.2.1 Qualifications of proposed key team members
 - 3.2.2 Project approach which shall include description of processes pertaining to:
 - 3.2.2.1 Budget and Cost Control
 - 3.2.2.2 Quality Control
 - 3.2.2.3 Schedule Management
- 3.3 Statement of the Service Provider's capabilities.
 - 3.3.1 Current and projected workload.
- 3.4 Proposed Fee Schedule
 - 3.4.1 Submittals must include a complete Proposed Fee Schedule & Hourly Rates as provided in Exhibit B.

5.0 REFERENCE FORM ON

6.0 INSURANCE

Service Provider shall procure and maintain the required insurance specified below for the duration of this Agreement, which insurance shall be written for not less than the amounts specified or greater if required by law. The District's receipt of a Certificate of Insurance from the Provider with limits and or coverages that do not meet the requirements does not waive the requirements and the Provider shall still be responsible for the limits and coverages stated in this Agreement. Specified coverages and amounts be provided by a combination of a primary policy plus an umbrella or following form excess policy. All insurance shall be with a carrier licensed in the state of Colorado and shall have a minimum A.M. Best rating of A- VII. Provider shall furnish the District's Director of Records and Risk Management with certificates of the required insurance prior to the District's approval and signing of this Agreement, and with renewal certificates prior to the expiration of any required insurance that expires during the term of this Agreement. Memorandums of Insurance will not be accepted. Certificates of Insurance and all communication regarding insurance shall be sent to:

Poudre School District
Attention: Risk Management
2407 Laporte Ave
Ft. Collins, CO 80521
Please Email Certificate to: COI@psdschools.org

Any insurance and/or self-insurance carried by the District is excess of the coverage extended to the District by Service Provider. Service Provider shall provide at least thirty (30) days' advance written notice to the District prior to cancellation, change of coverage, or non-renewal. The insurance requirements specified in this section 6.0 shall not reduce the indemnification liability that Service Provider has assumed in section 6.1.

Commercial General Liability

Minimum Limits

- Each Occurrence Bodily Injury & Property Damage \$2,000,000
- General Aggregate \$3,000,000
- Products/Completed Operations Aggregate \$2,000,000
- Personal/Advertising Injury \$2,000,000
- Fire Damage (Any Spec Fire) / Ad & Non-

- Poudre School District ~~R~~-and its elected officials, employees, agents, and volunteers shall be named as an additional insured or covered as an additional insured by way of a blanket endorsement and shall be insured to the full limits of liability purchased by the Provider even if those limits of liability are in excess of those required by this Agreement.
- The policy shall cover the Service Provider's completed operations and that coverage

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Colorado Department of Labor and Employment, Division of Worker's Compensation and a copy is submitted to the District.

Minimum Limits

- State of Colorado Statutory
 - Employer's Liability \$100,000 Each Accident
\$500,000 Disease – Policy Limit
\$100,000 Disease – Each Employee
 - Waiver of subrogation in favor of Poudre School District.R
- 6.1 Service Provider shall indemnify and hold harmless the District and the District's Board members, employees, representatives and agents from and against any and all liability arising from any suit, action, grievance, charge or proceeding brought in connection with or related to Service Provider's operations, provision of services and/or conduct of any of its employees, volunteers, agents or representatives. The indemnification and hold harmless obligation hereunder shall include all attorney fees, costs and expenses incurred by the District and/or the District's Board members, employees, representatives and/or agents in defense of said suits, actions, grievances, charges and/or proceedings. Nothing in this section or otherwise in this contract shall be construed in any way or applied in any manner as a compromise or waiver of the District's rights and protections under the Colorado Constitution or the Colorado Governmental Immunity Act.
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7.0 PROPOSAL CERTIFICATION

ON-CALL ARCHITECTURAL -
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Proposals must be submitted and received in BidNet's electronic solicitation portal on or before 2:00 p.m. MT on December 7, 2022.

The undersigned hereby affirms that:

- He/she is a duly authorized agent of the company issuing this proposal and that all information provided in the proposal is true and accurate.
- Service Provider has read the conditions, including the insurance requirements and technical specifications, which were made available to the company in conjunction with this RFP and fully understands and agrees to comply with all terms and conditions of the RFP.