



**REQUEST FOR PROPOSAL
For
Penrose Library Fence Project**

**PIKES PEAK LIBRARY DISTRICT
Colorado Springs, CO**

RFP # 492-25-01-PE

The Pikes Peak Library District (PPLD) invites qualified Contractors, with the qualifications as stated herein, and are licensed in the State of Colorado to submit a response to a Request for Proposal (RFP) for Penrose Library, located at 20 N. Cascade Avenue, Colorado Springs, Colorado 80903.

Proposal deadline is **2 p.m. MDT on Friday, July 11, 2025**

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1. Terms & Condition

- 1.1. Purpose: PPLD is seeking proposals from qualified contractors experience in decorative fence, gates, concrete, irrigation and landscaping installation at Penrose Library. Contractors must be able to certify they have the capabilities and resources to provide all services outlined in the statement of work for this project.
- 1.2. Interested Parties: All interested contractors that have the qualifications as stated herein are invited to submit a proposal in accordance with the terms, conditions, and specifications contained herein, in Exhibit A provided by NES Inc. An electronic version of this document can be accessed at: <http://ppld.org/request-for-proposals>.
- 1.3. Sole Point of Contact: Questions and requests for clarification must be sent via e-mail to Kim Hoggatt, Controller, at khoggatt@ppld.org and cc: Lindsay Sosa, Finance Generalist, lsosa@ppld.org. Please include the RFP number, title, and words "question" and/or "clarification" in the subject line of the e-mail.

Questions and requests without this subject identification may be considered routine emails and may not be promptly addressed.

All answers to questions and requests for clarification will be posted on the PPLD website: <http://ppld.org/request-for-proposals>.

Any PPLD response that is considered to be a change in terms, conditions, and specifications of this RFP will be published as an addendum. No communications of any kind may be considered as a change to the terms, conditions, and specifications in this RFP unless posted as a formal addendum on the link above.
- 1.4. Equal Opportunity: The Contractor agrees not to refuse to hire, discharge, promote, or demote, nor 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.
- 1.5. Expenses: PPLD assumes no liability for payment of expenses incurred by proposers in the preparation and submission of proposals in response to this invitation.
- 1.6. 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.
- 1.7. Independent Contractor: The Contractor is an independent contractor. Notwithstanding any provision appearing in this RFP, all personnel assigned by the Contractor to perform work under the terms of this RFP and any subsequent agreement shall be, and remain at all times, employees or agents of the Contractor for all purposes. The Contractor shall make no representation that it is the employee of PPLD for any purpose.
- 1.8. Immigration Clause: The Contractor is aware of Colorado's Immigration/Illegal alien laws pertaining to public contracts. Addendum C - Immigration Clause for Contracts (Colorado Statute 8-17.5-102) must be signed and attached.
- 1.9. General Requirements: PPLD reserves the right to amend this RFP up to seven (7) business days prior to the date set for receipt of proposals. In addition, PPLD may extend deadlines or withdraw this RFP at any time prior to an award.
- 1.10. Tax Exemption: PPLD, as a local government entity, is **exempt from sales and use taxes**. Contractors will inform all prospective sub-contractors and suppliers, as necessary, from whom they expect to obtain services or supplies of the tax-exempt status of PPLD. Following the contract award, PPLD will furnish tax exemption certificate(s) to the Contractor.
- 1.11. 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.

1.12. RFP Schedule:

RFP released..... Monday, June 9, 2025
Mandatory Pre-bid site walk.....Tuesday, June 24, 2025, at 10 a.m.
Deadline for final questions..... Friday, June 27, 2025, at 2 p.m.
Deadline to return answered questions.....Monday, June 30, 2025, at 2 p.m.
Proposals due..... Friday, July 11, 2025, at 2 p.m.
Board Review and Decision Wednesday, August 20, 2025
Award Notification..... Wednesday, August 27, 2025

- 1.13. Pre-bid site walk will be held at Penrose Library, 20 N. Cascade, Colorado Springs, CO 80903 on Tuesday, June 24, 2025, at 10 a.m. Attendance is mandatory for all proposers; no proposals will be accepted from vendors who did not attend this meeting.

2. Proposal Submission, Selection, and Contract Formation

2.1. Proposal Submission

2.1.1. 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, Contractor, 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, Contractor, or corporation from proposing; (d) it has not sought by collusion to obtain for itself any advantage over any other proposer or over PPLD.

2.1.2. Submission Information and Documents: The proposal must be comprehensive and address all RFP requirements. To ensure that the information provided can be readily identified, the proposal must include, but is not limited to, the submission of the following signed documents:

2.1.2.1. Addendum A – PROPOSAL COVER SHEET

2.1.2.2. Addendum B - CHECKLIST, QUESTIONNAIRE AND PRICING

Contractor is required to submit a response for each numbered or lettered item of Addendum B. The response must be in the same format and sequence as in the RFP. The response must include description, schedules, when required, and any additional clarifying information, such as appendices, charts, diagrams, etc.

2.1.2.3. Addendum C - IMMIGRATION CLAUSE FOR CONTRACTS

2.1.2.4. List of exceptions or deviations (if any)

2.1.2.5. Exhibit A - Engineered Plans

2.1.3. Signatures: The proposal must be signed by an officer of the proposing Contractor.

2.1.4. 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.

2.1.5. Integration with Contract: The winning proposal will be included and integrated into the final contract documents.

2.1.6. Proposal Submissions: Proposals are to be submitted in sealed envelopes, identified with the proposal number and title with all attachments. See the Schedule of Events for due dates. Contractors must submit three (1) hard copy and (1) soft copy (i.e., flash drive, magnetic media, etc.) of the Proposal to:

Pikes Peak Library District
Attn: Kim Hoggatt
Finance Office
RFP # 492-25-01-PE
1175 Chapel Hills Drive
Colorado Springs, CO 80920

Additional copies may be requested by Pikes Peak Library District. Pikes Peak Library District is not liable for any cost incurred by prospective respondents prior to the issuance of contract(s).

The deadline (Contractor) is Date/Time no later than 2 p.m. local time. Proposals delivered after that time will be received but will be rejected for being late.

A complete submission includes all required components, as stated in the document.

2.1.7. Duration of Proposal Offer: Price offers are irrevocable for 90 days following the proposal due date: Once a proposal is accepted, all prices, terms and conditions will remain unchanged throughout the contract period unless specifically agreed otherwise by both PPLD and the successful Contractor through documented change orders.

2.1.8. 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 proposal may withdraw its proposal for any

reason. All proposals shall be valid for a period not less than 90 calendar days after the proposal's due date.

2.1.9. Information to Contractors:

2.1.9.1. No proposal shall be accepted from, and no contract will be awarded to any person, Contractor or corporation that is deemed irresponsible or unreliable by PPLD. If requested, Contractors will submit satisfactory evidence that they have a practical knowledge of the service bid upon and that they have the necessary financial resources to provide the proposed service called for as described in this Request for Proposal.

2.1.9.2. PPLD reserves the right to investigate the Contractor's financial stability. This may include reviewing financial statements, checking bank reference, and interviewing past contractors, employees, and creditors. Unfavorable responses to these investigations are grounds for rejection of the proposal.

2.1.10. Confidentiality: All materials submitted in response to this RFP become the property of PPLD, upon delivery.

Proposals are public information. If a contractor submits proprietary information, the contractor will label each proprietary page as "CONFIDENTIAL" and submit it in a separate package so PPLD will not release any information marked as Confidential.

2.1.11. Subcontracting: The Contractor must 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.

If the Contractor uses subsidiary companies, explain their role and how they will be involved in this project.

2.1.12. Insurance Requirements: The successful proposer shall have at the minimum the following coverage: commercial general liability, automobile liability, excess liability, and worker's compensation liability. The Contractor shall submit in their proposals, ACORD certificates and/or other proof of the following insurances:

General Liability	\$1,000,000
Automobile Liability	\$1,000,000
Excess (umbrella) Liability	\$1,000,000
Per Truck	\$100,000
Per Occurrence	\$1,000,000
Worker's Compensation liability that meets statutory requirements.	

2.1.13. Indemnification: The proposer agrees to, and shall, defend, release, and indemnify, and save and hold harmless PPLD, its officer, 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 sub-contractors and suppliers and acts or omissions of officers, employees, or agents of the Contractor or its sub-contractors or suppliers.

2.1.14. Schedule: Anticipated sitework for this proposal to be completed as soon as possible.

- 2.1.15. Continuity: By submitting a proposal, the proposer will make its best efforts to ensure that the key team members(s) remain assigned to the PPLD's project for the duration of contract. Any changes to the staffing of this engagement must be discussed up front with PPLD personnel.

2.2. Selection

- 2.2.1. 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 interests of PPLD. PPLD is not bound to accept the lowest price proposal.
- 2.2.2. Selection: It is the intent of PPLD to select only responsible and responsive vendors. Bidder's proposal should include the most favorable terms and conditions.
- 2.2.3. Negotiation: PPLD reserves the right to negotiate terms and conditions of the contract with the winning contractor.
- 2.2.4. Basis of Award: An evaluation team will judge the merit of proposals received in accordance with the general criteria defined within the RFP. The recommendations of this team will be forwarded to the Board of Trustees for approval and execution. The following criteria will be taken into consideration when making evaluations of proposals. The list is not intended to be exhaustive nor ranking in order of importance:
- 2.2.4.1. Completeness of Proposal
 - 2.2.4.2. References
 - 2.2.4.3. Pricing
 - 2.2.4.4. Vendor Qualifications and History
 - 2.2.4.5. Any other items deemed in the best interests of PPLD.

PPLD uses a weighted award decision making process. Bid scoring below:

Bid Completeness	10%
References	20%
Pricing	40 %
Quality of Services	10%
Contractor Qualifications and History	20%
Total	100%

2.3. Contract Formation

- 2.3.1. Agreement in Writing: Following selection of a proposal, the Contractor will be required to enter into a written contract with PPLD. American Institute of Architects (AIA) Contract A110 Owner and Contractor is preferred.

The winning Bidder's RFP proposal will be included and integrated into the final contract documents. It is in the Bidder's best interest to ensure the proposal is accurate to allow for the integration with minimal changes.

If you have a formal or standard contract that you typically use with such projects, please attach a copy to your Proposal. A Service Agreement is not a condition of accepting an RFP.

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.

- 2.3.2. Amendments to Contract: Parties hereto reserve the right to make amendments or modifications to the contract by written amendment signed by both parties.
- 2.3.3. Termination of Contract for Cause: If, through any cause, the successful Bidder shall fail to fulfill in a timely and proper manner its obligations or if the successful Bidder shall violate any of the covenants,

agreements, or stipulations of the Contract, PPLD shall thereupon have the right to terminate the Contract by giving written notice to the successful Bidder of such termination and specifying the effective date of termination. In that event, all finished or unfinished services, reports or other materials prepared by the successful Bidder shall, at the option of PPLD, become its property, and the successful Bidder shall be entitled to receive just, equitable compensation for any satisfactory work completed, prepared documents or materials as furnished. Notwithstanding the above, the successful Bidder shall not be relieved of liability to PPLD for damage sustained by PPLD by virtue of breach of the Contract by the successful Bidder and PPLD may withhold any payments to the successful Contractor for the purpose of set off until such time as the exact amount of damages due PPLD from the successful Bidder is determined.

2.3.4 Termination of Contract for Convenience: PPLD may terminate the Contract at any time by giving written notice to the successful Contractor of such termination and specifying the effective date thereof, at least thirty (30) working days before the effective date of such termination. In that event, all finished or unfinished services, reports, material(s) prepared or furnished by the successful Bidder under the Contract shall, at the option of PPLD, become its property.

2.3.5. Cancellation: Either party may cancel the Contract in the event that a petition, either voluntary or involuntary, is filed to declare the other party bankrupt or insolvent or in the event that such party makes an assignment for the benefit of creditors.

3. Scope of Work

- 3.1. Service Specifications: provided by NES Inc., to include fencing, concrete, demo, painting, irrigation, landscape, bike racks, site preparation and cleanup.
- 3.2. Attend scheduled site walk with competing contractors for site scope.
- 3.3. The awarded contractor shall coordinate with subcontractors to complete the project in a timely manner with minimal disruptions of services.
- 3.4. The awarded contractor shall coordinate work schedules with Facilities Administrative Specialist, Kelly Merritt, who will communicate and make aware of all necessary PPLD personnel changes or situations.
- 3.5. All work shall be done to the highest of industry quality and be in general accordance with the Pikes Peak Rural Transportation Authority and/or City of Colorado Springs standards for roadway construction and the Pikes Peak Regional Building Department.
- 3.6. 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 specifications included within.
- 3.7. Environmental risks are to be addressed throughout the project. The use of safety cones, caution tape, rock socks, traffic control, traffic control permits, as necessary.
- 3.8. No non-employees, employee's significant others, employee's children, or employee's pet(s) shall be permitted on the jobsite, by the Contractor or any others, during the performance of this contract.
- 3.9. Requirement of company to provide and maintain a lockable portable toilet for construction workers to use during the duration of the project.

4. Contractor Qualification and Information

The following information and documents must be included in the submitted proposal:

- 4.1. Provide the name of the proposing Contractors, address, telephone number and primary contact person.
- 4.2. Provide your organization's qualifications and experience. If you have experience with PPLD Libraries, describe your current or past relationship. Describe any similar projects performed by your organization.
- 4.3. State the size of the Contractor and provide a history summary.
- 4.4. Provide references from a minimum of three (3) recent similar projects including name, telephone number and a brief statement describing their association with your Contractor (e.g., other library, educational, or public sector clients). Reference from Colorado is preferred.
- 4.5. Provide resumes of the certified team members that will be assigned to this project and include their specific responsibilities.
- 4.6. Any other information you feel should be considered in the selection process.

5. Pricing

- 5.1 Minimum Services: PPLD is looking for the best-value proposal that meets the needs of the district to include all cost aspects of service. Please include:
 - 5.1.1. Please include all price information in the table(s) located on Addendum B; Checklist, Questionnaire, and Pricing Form.
 - 5.1.2. Lump Sum and unit costs, to include but not limited to travel, accommodations, reimbursables, and plan completion.
 - 5.1.3. A complete and careful total project breakdown of cost related to each section of the project with minimal change orders

ADDENDUM A - PROPOSAL COVER SHEET**I. GENERAL INFORMATION**

1. CONTRACTOR NAME _____
2. ADDRESS _____

3. PHONE _____
5. E-MAIL AND WEBSITE _____
6. CONTACT _____

II. STATEMENT OF MINIMUM QUALIFICATION

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

_____ (name of Contractor) submitting
this profile and declaration, and that I am duly authorized to sign this profile and declaration on behalf of the above-named Contractor. 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):

- a. _____ The Contractor has carefully examined all instructions, requirements, specifications, and terms and conditions of the RFP for which this proposal is submitted. The Contractor understands all instructions, requirements, specifications, and terms and conditions of this 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 this RFP.
- b. _____ This proposal is a valid and irrevocable offer that will not be revoked and shall remain open for the PPLD's acceptance for a period of ninety (90) calendar days from the proposal due date.
- c. _____ The Contractor is in full compliance with all applicable federal, state, and local laws, rules, regulations, and ordinances governing business practices.
- d. _____ All statements, information, and representations prepared and submitted in this proposal are current, complete, true, and accurate.

- e. _____ 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.
- f. _____ The Contractor has to provide proof of all required insurance coverage.
- g. _____ A list of exceptions and deviations (if any) is attached.
- h. _____ A proof of eligibility to operate in El Paso County and the State of Colorado is attached.
- i. _____ There have been no claims, litigation, or other issues filed or pending against our Contractor in the past 5 years except as listed below.

- j. _____ The Contractor is aware of 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 - CHECKLIST, QUESTIONNAIRE, AND PRICING FORM

QUALIFICATIONS (Fill in or attach additional pages as needed):

A. SIZE and AGE of Contractor _____

B. CONTRACTOR'S EXPERIENCE:

1. Qualifications:

1.1. List location, owner, and completion date of at least three (3) projects with similar scope.

Company Name: _____ Contact Name: _____
 Address: _____ Phone: _____
 Scope of service performed: _____

Company Name: _____ Contact Name: _____
 Address: _____ Phone: _____
 Scope of service performed: _____

Company Name: _____ Contact Name: _____
 Address: _____ Phone: _____
 Scope of service performed: _____

2. Pricing

Provide **lump sum** and **hourly rate** information as requested. All costs stated shall be "complete" costs to include travel, accommodations, reimbursables and plan completion, OH&P, applicable taxes, permits as required.

Project Cost: _____

Hourly Rates: Provide list with proposal package.

3. Projected start date and duration of installation:

Indicate your projected scheduling of this work with milestones.

Anticipated Start Date: _____ **Anticipated Completion Date:** _____

4. Indicate Preferred payment schedule:

Submittal of this bid form implies that the Contractor can adequately staff and schedule all work at the required time and has the resources available to procure all required materials at the required time. All costs indicated shall be maintained by the Contractor for not less than 30 days from the submittal date and shall be maintained throughout the duration of the contract after award.

ADDENDUM C - IMMIGRATION CLAUSE FOR CONTRACTS

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 sub-contractor who knowingly employs or contracts with an illegal alien to perform work under the contract.

Accordingly, Contractor agrees that it shall not:

Knowingly employ or contract with an illegal alien to perform work under this Agreement; or

Enter into a contract with a sub-contractor for work under this Agreement that fails to certify to the Contractor that the sub-contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

Further, Contractor agrees that it shall comply with the following:

Contractor has the employment eligibility for all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify program administered jointly by the U.S. Department of Homeland Security and the Social Security Administration (the “E-Verify Program”) or the department program administered by the Colorado Department of Labor and Employment (the “Department Program”).

Contractor shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while the services under this Agreement are being performed.

Should Contractor obtain actual knowledge that a sub-contractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Contractor shall:

Notify the sub-contractor and PPLD within three days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

Terminate the sub-contract with the sub-contractor if, within three days of receiving the notice, 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 sub-contractor provides information to establish that the sub-contractor has not knowingly employed or contracted with an illegal alien.

Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment (the “Department”) 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).

Authorized Signature

Date