Date: November 8, 2017

Subject: Request for Proposal, BD1827

To: All prospective bidders:

Enclosed, please find a Request for Proposal to provide Denver Public Schools with a vendor that can provide third party inspections, materials testing and geotechnical services for the District. Bidders must be able to commit the resources necessary to provide the services requested in a timely manner and perform the scope of work enclosed in conformance with the Denver Public Schools’ Design and Construction Standards. Unless otherwise noted, (proposers) must provide a proposal on all of the requirements stated within this request. Proposers must be able to commit the resources necessary to provide the services requested in a timely manner and conform to the material aspects of the scope of work enclosed. To be considered valid in the selection process, all proposals must follow the critical dates, as set forth below:

**Critical dates:**

1) **RFP Issue date** – November 8, 2017

2) **Mandatory Pre-Proposal Meeting** - The mandatory pre-proposal meeting will be held **November 17, 2017 at 10:00 am Mountain Time.** You must attend this meeting to be eligible to submit a proposal.

3) **Questions due date – December 5, 2017 at 10:00 am Mountain Time.** Questions which arise during the response preparation period regarding issues around this solicitation, purchasing and/or award should be directed, in writing, via email to ConstructionBids@dpsk12.org

4) **Proposal due date** - Proposals must be received in the District’s Strategic Sourcing Office on or before **December 14, 2017 at 10:00 am Mountain Time.** Proposals received after this date and time will not be considered and individual extensions to the due date will not be granted. If you are hand delivering your response on the due date, allow enough time to find parking (space is limited) and security check-in. The District will not accept an e-mail or fax response to this Request for Proposal. You are responsible to address the envelope as follows- Denver Public Schools, Strategic Sourcing Department 1617 S. Acoma St. Denver, CO 80223, Attn: BD1827.

5) **Proposal Expiration date**- Bidder must indicate an expiration date for the proposal and pricing. Any expiration date shall not be less than (90) days from the proposal due date as indicated herein.

Please be advised that the award will be based upon the content of the bidder’s proposal. Organized, succinct and straightforward submissions are appreciated. There is no need to go to excessive costs in preparing elaborate packaging

Sincerely,

Katy Newby
Buyer Strategic Sourcing
Date: November 8, 2017

Proposal number: BD1827

Proposal title: Materials Testing, Third Party Inspections and Geotechnical Services RFP

Mandatory Pre-Proposal Meeting: November 17, 2017 @ 10:00 am Mountain Time
1617 S. Acoma St. Denver, CO 80223
Room 113B

Questions Due Date: December 5, 2017 @ 10:00 am MST

Proposals will be received until: December 14, 2017
10:00 a.m., Local Denver Time
1617 S. Acoma St. Denver, Colorado 80223

For additional information please contact the buyer: Katherine Newby; ConstructionBids@dpsk12.org

**Please indicate with an 'X' in the box(es) below, which category you are submitting for. You may submit for one, multiple or all categories.**

- [ ] Third Party Inspections
- [ ] Materials Testing
- [ ] Geotechnical

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 offer is being submitted on behalf of the vendor in accordance with any terms and conditions set forth in this document, (4) that the vendor agrees to accept any award made to it by the District for a minimum of ninety calendar days following the date of your submission and (5) Vendor must acknowledge any and all addendum(s) below by initialing a box with the addenda number in it.

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: ______________

Addendum(s) Acknowledged

__________________________
__________________________
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__________________________
__________________________
I. APPLICABILITY. These General Terms and Conditions apply, but are not limited, to all bids, proposals, qualifications and quotations (hereinafter referred to as “Offers” or “Responses”) made to the Denver Public Schools (hereinafter referred to as “District”) by all prospective suppliers (hereinafter referred to as “Vendors”) in response, but not limited, to Invitations to Bid, Requests for Proposals, Requests for Qualifications, and Requests for Quotations (hereinafter referred to as “Solicitations”).

II. CONTENTS OF OFFER
   a. General Conditions. Vendors are required to submit their Offers in accordance with the following expressed conditions:

   i. Vendors are advised that all District contracts are subject to all legal requirements contained in the District Board policies, the Strategic Sourcing (Purchasing) Department’s procedures and state and federal statutes. When conflicts between the Solicitation and these legal documents occur, the highest authority will prevail.

   ii. Vendors are required to state exactly what they intend to furnish to the District via this Solicitation and must indicate any variances to the terms, conditions, and specifications of this Solicitation no matter how slight. If variations are not stated in the Vendor’s Offer, it shall be construed that the Vendor’s Offer fully complies with all conditions identified in this Solicitation.

   iii. Denver Public Schools intends and expects that the contracting processes of the District and its Vendors provide equal opportunity without regard to gender, race, ethnicity, religion, age or disability and that its Vendors make available equal opportunities to the extent third parties are engaged to provide goods and services to the District as subcontractors, vendors, or otherwise. Accordingly, the Vendor shall not discriminate on any of the foregoing grounds in the performance of the contract, and shall make available equal opportunities to the extent third parties are engaged to provide goods and services in connection with performance of the contract (joint ventures are encouraged). The Vendor shall disseminate information regarding all subcontracting opportunities under this contract in a manner reasonably calculated to reach all qualified potential subcontractors who may be interested. The Vendor shall maintain records demonstrating its compliance with this article and shall make such records available to the District upon the District’s request.

   iv. All Offers and other materials submitted in response to this Solicitation shall become the property of the Denver Public Schools.

   b. Open Records – Disclosure of information to the District. The Vendor understands that all material provided or produced under this Agreement may be subject to the Colorado Open Records Act, § 24-72-201, et seq., C.R.S., and that in the event of a request to the District for disclosure of such information, the District shall notify the Vendor of such request in order to give the Vendor the opportunity to object to the disclosure of any of its proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, the District will tender all such material to the court for judicial determination of the issue of disclosure and the Vendor agrees to intervene in such lawsuit to protect and assert its claims of privilege and against disclosure of such material or waive the same. The Vendor further agrees to defend, indemnify and save and hold harmless the District, its officers, agents and employees, from any claims, damages, expenses, losses or costs arising out of the Vendor’s intervention to protect and assert its claim of privilege against disclosure under this Article including, but not limited to, prompt reimbursement to the District of all reasonable attorney fees, costs and damages that the District may incur directly or may be ordered to pay by such court.
c. **Workers Compensation Insurance.** Each contractor and subcontractor shall maintain at his own expense until completion of his work and acceptance thereof by the District, Worker's Compensation Insurance, including occupational disease provisions, covering the obligations of the contractor or subcontractor in accordance with the provisions of the laws of the State of Colorado. The contractor shall furnish the District with a certificate giving evidence that he is covered by the Worker's Compensation Insurance herein required, each certificate specifically stating that such insurance includes occupational disease provisions and provisions preventing cancellation without five days' prior notice to the District in writing.

d. **Clarification and Modifications in Terms and Conditions**

i. Where there appear to be variances or conflicts between the General Terms and Conditions, the Special Terms and Conditions and the Technical Specifications outlined in this Solicitation, the Technical Specifications then the Special Terms and Conditions will prevail.

ii. If any Vendor contemplating submitting an Offer under this Solicitation is in doubt as to the true meaning of the specifications, the Vendor must submit a written request for clarification to the District's contact person as stated in the Special Terms and Conditions. The Vendor submitting the request shall be responsible for ensuring that the request is received by the District at least five calendar days prior to the scheduled Solicitation opening or as stated in the Special Terms and Conditions.

iii. Any official interpretation of this Solicitation must be made, in writing, by an agent of the District’s Strategic Sourcing Department who is authorized to act on behalf of the District. The District shall not be responsible for interpretations offered by employees of the District who are not agents of the District’s Strategic Sourcing Department.

iv. The District shall issue a written addendum if substantial changes which impact the technical submission of Offers are required. Such addenda will be posted on the Strategic Sourcing (Purchasing) Department web site (http://purchasingts.dpsk12.org/bids/default.asp). Vendors are responsible for either revisiting this website prior to the due date or contacting the designated buyer to ensure that they have any addenda, which may have been issued after the initial download. The Vendor shall certify its acknowledgment of the addendum by initialing a box with the addenda number in it on the bottom of the Vendor Acknowledge Form. In the event of conflict with the original contract documents, addenda shall govern all other contract documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

e. **Prices Contained in Offer–Discounts, Taxes, Collusion**

i. Vendors may offer a cash discount for prompt payment. Discounts will be considered in determining the lowest net cost for the evaluation of Offers; discounts for periods of less than twenty days, however, will not be considered in making the award.

ii. Vendors shall not include federal, state, or local excise or sales taxes in prices offered, as the District is exempt from payment of such taxes.

iii. The Vendor, by affixing its signature to this Solicitation, certifies that its Offer is made without previous understanding, agreement, or connection either with any persons, firms or corporations making an Offer for the same items, or with the District. The Vendor also certifies that its Offer is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. To insure integrity of the District’s public procurement process, all Vendors are hereby placed on notice that any and all Vendors who falsify the certifications required in conjunction with this section will be prosecuted to the fullest extent of the law.
III. PREPARATION AND SUBMISSION OF OFFER

a. Preparation

i. The Offer must be typed or legibly printed in ink and submitted on a portable storage device. The use of erasable ink is not permitted. All corrections made by the Vendor must be initialed in blue ink by the authorized agent of the Vendor.

ii. Offers must have a manual signature in blue ink of the authorized agent of the Vendor in the space provided on the Vendor Acknowledgement Form. The Vendor Acknowledgement Form must be submitted with the Vendor's Offer to this RFP. If the Vendor’s authorized agent fails to sign and return the original Vendor Acknowledgement Form, the Vendor's Offer shall be invalid and shall be considered non-responsive.

iii. Unit prices shall be provided by the Vendor on the Solicitation's Specification and Pricing Form when required in conjunction with the prescribed method of award and shall be for the unit of measure requested. Prices that are not in accordance with the measurements and descriptions requested may be considered non-responsive and may not be considered. Where there is a discrepancy between the unit price and the extension of prices, the unit price shall prevail.

iv. Alternate Offers will not be considered unless expressly permitted in the Specification’s Special Terms and Conditions.

v. The accuracy of the Offer is the sole responsibility of the Vendor. No changes in the Offer shall be allowed after the date and time that the Offers are due.

b. Submission

i. The original offer shall be sealed in an envelope with the vendor’s name and the RFP number on the outside and marked, ‘Master’. This master copy shall be sent or delivered to the District's Strategic Sourcing Offices- Denver Public Schools, 1617 S. Acoma St. Denver, Colorado 80223. Attn: BD1827

ii. Furnish one complete Master Copy of your Proposal on a portable storage drive device/flash drive ONLY (if you have separate file, please combine them into one). Please ensure that the electronic copy is complete and accurate and includes all proposal content and descriptions.

iii. Accepted submittals will not exceed 25 pages. If your proposal is larger than this limit, it may not be considered by the District.

iv. Unless otherwise specified, when a Specification and Pricing form is included as a part of the Solicitation, it must be used when the Vendor is submitting its Offer. The Vendor shall not alter this form (e.g. add or modify categories for posting prices offered) unless expressly permitted in the addendum duly issued by the District. No other form shall be accepted.

v. Offers submitted via facsimile machines or email will not be accepted.

vi. Vendors which qualify their Offers by requiring alternate contractual terms and conditions as a stipulation for contract award must include such alternate terms and conditions in their Offers. The District reserves the right to declare Vendors’ Offers as non-responsive if any of these alternate terms and conditions are in conflict with the District’s terms and conditions, or if they are not in the best interests of the District.

c. Late Offers. Offers received after the date and time set for the opening shall be considered non-responsive and returned to the Vendor. (Note: If you are hand delivering your response to the District on the due date, please allow ample time for parking and security check in).

d. Vendor Information. All Vendors are required to complete the Vendor Information Form that is included in this solicitation.
IV. EVALUATION CRITERIA
   a. Minimum Qualifications
   b. Proposals will be considered only from firms that meet the following minimum qualifications:
      i. The firm is independent of School District No. 1 in the City and County of Denver, and State of Colorado.
      ii. The firm has no family or relatives within the district that would represent a perception or a potential conflict of interest.
      iii. The firm has an active license to practice in the state of Colorado (where applicable).
      iv. The firm has the personnel and resources available to commence work immediately upon award.
      v. Firms must be in business, operating in the State of Colorado, for a minimum of the last three (3) consecutive years.
   c. The evaluation committee will evaluate and score proposals based upon the following, pre-established criteria:

      Evaluation Categories
      
      | Evaluation Category      | Score |
      |--------------------------|-------|
      | Qualifications/Staffing  | 40    |
      | Past Experience          | 40    |
      | Availability/Capacity    | 20    |

   d. Evaluation Categories Summaries:
      i. Qualifications/Staffing: The names of the key personnel who will be directly responsible for the day-to-day work on projects and a brief resume of those individuals’ pertinent experience, qualifications and certifications held.
      ii. Past Experience: Please present no more than five examples of previous contracts. Examples shall be identified by: owner, project name, location, brief description, square footage, contract size and a list of types of inspections performed. All examples provided will have been completed within the last 3 years.
      iii. Availability/Capacity: The ideal Vendor(s) will be able to respond to all requests for quotation within 10 business days unless otherwise advised. The selected Vendor(s) should be able to perform all requested services as listed in the Scope of Work below. A Firm’s ability to perform in more than one of the solicited categories will also be evaluated.

V. BEST AND FINAL OFFERS
   a. Vendors may be required to submit a best and final offer, if the price/delivery is changed from the originally submitted proposal. Best and final offers must be received by the date/time provided during discussions/negotiations or the originally submitted proposal will be used for further evaluation and award recommendation.

VI. METHOD OF AWARD
   a. It is the intent of the District to make an award to the vendor(s) who receive the highest scores when the Responses submitted by interested Vendors are reviewed by the District's Response Evaluation Committee. The Evaluation Committee will score based on the criteria listed in section IV (listed above).
   b. The District may make awards to multiple vendors. The District will ensure the work will be distributed to all vendors as equally as possible.

VII. MODIFICATION OR WITHDRAWAL OF OFFERS
   a. Modifications to Offers. Offers may only be modified in the form of a written notice on company letterhead and must be received prior to the time and date set for the Offers to be opened. Each modification submitted to the District's Strategic Sourcing Department must have the Vendor’s name and return address and the applicable Solicitation number and title clearly marked on the face of the envelope. If more than one modification is submitted, the modification bearing the latest date of receipt by the District’s Strategic Sourcing Department will be considered the valid modification.
b. **Withdrawal of Offers**
   i. Offers may be withdrawn prior to the time and date set for the opening. Such requests must be made in writing on company letterhead.
   ii. Offers may not be withdrawn after the time and date set for the opening for a period of ninety calendar days. If an Offer is withdrawn by the Vendor during this ninety-day period, the District may, at its option, suspend the Vendor from the bid list and may not accept any Offer from the Vendor for a six month period following the withdrawal.

VIII. **REJECTION OF OFFERS**

a. **Rejection of Offers.** The District may, at its sole and absolute discretion:
   i. Reject any and all, or parts of any or all, Offers submitted by prospective Vendors;
   ii. Re-advertise this Solicitation;
   iii. Postpone or cancel the process;
   iv. Waive any irregularities in the Offers received in conjunction with this Solicitation to accept an offer(s) which has additional value or function and/or is determined to be more advantageous to the District; and/or
   v. Determine the criteria and process whereby Offers are evaluated and awarded. No damages shall be recoverable by any challenger as a result of these determinations or decisions by the District.

b. **Rejection of a Particular Offer.** The District may, at its sole and absolute discretion, reject an offer under any of the following conditions:
   i. The Vendor misstates or conceals any material fact in its Offer;
   ii. The Vendor’s Offer does not strictly conform to the law or the requirements of the Solicitation;
   iii. The Offer expressly requires or implies a conditional award that conflicts with the method of award stipulated in the Solicitation’s Special Terms and Conditions;
   iv. The Offer does not include documents, including, but not limited to, certificates, licenses, and/or samples, which are required for submission with the Offer in conjunction with the Solicitation’s Special Terms and Conditions and/or Technical Specifications; or
   v. The Offer has not been executed by the Vendor through an authorized signature on the Specification’s Cover Sheet.

c. **Elimination from Consideration.**
   i. An Offer may not be accepted from, nor any contract be awarded to, any person or firm which is in arrears to the District upon any debt or contract or which is a defaulter as surety or otherwise upon any obligation to the District.
   ii. An Offer may not be accepted from, nor any contract awarded to, any person or firm which has failed to perform faithfully any previous contract with the District, state or federal government, for a minimum period of three years after this previous contract was terminated for cause.

d. **Waiver of RFP Errors and Omissions.** The District reserves the right to waive any technical or formal errors or omissions and to reject any and all bids, or to award contract for the items hereon, either in part or whole, if it is deemed to be in the best interest of the District to do so.

IX. **AWARD OF CONTRACT.** The District shall make an award to a Vendor(s) through the issuance of an Intent to Award. The General Terms and Conditions, the Special Terms and Conditions, any Technical Specifications, the Vendor's Offer, the Purchase Order and/or Intent to Award Notice is collectively an integral part of the contract between the Denver Public Schools and the successful Vendor(s). Accordingly, these documents shall constitute a binding contract without further action by either party. The District expects to award this to one Vendor but reserves the right to award to one or multiple Vendor(s). The District reserves the right to go back to the Contractor on record for projects to continue or add on for additional work.
X. **APPEAL OF AWARD.** Vendors may appeal by submitting, in writing, a detailed request for reconsideration to the District’s Director of Strategic Sourcing within 72 hours after the recommendation of award is posted on the Strategic Sourcing (Purchasing) Department’s web site at [http://purchasingts.dpsk12.org/bids/default.asp](http://purchasingts.dpsk12.org/bids/default.asp) provided that the appeal is sought by the Vendor prior to the District finalizing a contract with the selected vendor.

XI. **COMPLIANCE WITH LAW AND DISTRICT POLICIES.** The Contractor will comply with all laws, regulations, municipal codes and ordinances and other workplace requirements and standards applicable to the provision of services/work performed including, without limitation, federal and state laws governing wages and overtime, civil rights/employment discrimination, equal employment, safety and health, verifiable security background checks, employees’ citizenship, withholdings, pensions, reports, record keeping, and campaign contributions and political finance.

a. **Open Records –Disclosure of information to the District.** The Vendor understands that all material provided or produced under this Agreement may be subject to the Colorado Open Records Act, § 24-72-201, et seq., C.R.S., and that in the event of a request to the District for disclosure of such information, the District shall notify the Vendor of such request in order to give the Vendor the opportunity to object to the disclosure of any of its proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, the District will tender all such material to the court for judicial determination of the issue of disclosure and the Vendor agrees to intervene in such lawsuit to protect and assert its claims of privilege and against disclosure of such material or waive the same. The Vendor further agrees to defend, indemnify and save and hold harmless the District, its officers, agents and employees, from any claims, damages, expenses, losses or costs arising out of the Vendor’s intervention to protect and assert its claim of privilege against disclosure under this Article including, but not limited to, prompt reimbursement to the District of all reasonable attorney fees, costs and damages that the District may incur directly or may be ordered to pay by such court.

b. **Contractors Status.** The Contractor certifies that it shall comply with the provisions of C.R.S. 8-17.5-101, et seq. In accordance with that law, the Contractor shall not knowingly employ or contract with an undocumented person to perform work under this Agreement or enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an undocumented person to perform work under this Agreement. The Contractor represents, warrants, and agrees that it: (i) has verified that it does not employ any undocumented persons, through participation in the E Verify Program; and (ii) otherwise will comply with the requirements of C.R.S. 8-17.5-102(2)(b). The Contractor shall comply with all reasonable requests made in the course of an investigation under C.R.S. 8-17.5-102 by the Colorado Department of Labor and Employment. If the Contractor fails to comply with any requirement of this provision or C.R.S. 8-17.5-101, et seq., the District may terminate this Agreement for breach and the Contractor shall be liable for actual and consequential damages to the District.

The Contractor, if a natural person eighteen (18) years of age or older, hereby swears or affirms under penalty of perjury that he or she (i) is a citizen of the United States or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of C.R.S. 24-76.5-101, et seq., and (iii) shall produce one of the forms of identification required by C.R.S. 24-76.5-103 prior to the effective date of this Agreement.

c. **Background Checks.** The Contractor and every person, including any subcontractor or agent of the Contractor, providing services, including but not limited to transportation, instruction, or food services, that has direct student contact at least once a month shall be required to have a criminal background check. The results of the background check shall comply with the provisions of 24-72-305.3, C.R.S. and other district requirements, and upon request, be available to the district. The criminal background check shall, at a minimum, meet the requirements of 22-32-109.7, C.R.S. The costs associated with the background check are solely the Contractor’s responsibility. Before services begin, each person required to provide a criminal background check shall disclose in writing and sign a notarized affidavit attached here to Exhibit 1 whether he or she has been convicted of any charge(s) such as a felony, misdemeanor, or municipal ordinance violation or not. Thereafter, during the term of the contract all new personnel, subcontractor or agent added, shall be subject to this same requirement before performing services on behalf of the Contractor.

d. **Vendor Employees.** All employees of the Vendor shall be considered to be, at all times, employees of the Vendor, under its sole direction, and not an employee or agent of the District.
i. The District may require the Vendor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable, and whose continued employment on District property is not in the best interest of the District.

ii. The Vendor shall not employ, retain, hire or use any individual that has been convicted of any felony charges as the same is defined under the laws of the State of Colorado in the performance of the services to be rendered and materials to be provided to the District pursuant to this Solicitation unless the Vendor receives prior written permission.

iii. In accordance with the District’s policy regarding the use of tobacco products, no employee of the Vendor shall be permitted to use tobacco products when performing work on District property.

iv. To protect the staff and program against undue invasion of the school or work day, sales representatives shall not be permitted in schools or other departments for the purpose of making sales unless authorized to do so by the Director of Strategic Sourcing or his/her designee. If special or technical details concerning goods or services to be purchased are required, the involvement of vendors should be coordinated through the Strategic Sourcing Department.

e. Debarment, Suspension Certification. The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. The Contractor shall comply with the regulations found within 45 CFR Part 620, “Government Debarment and Suspension (Non-procurement).”

f. Conflict of Interest

i. The selection of the firm will not result in any current or potential conflict of interest. Alternatively, should any potential or existing conflict be known by a firm, the proposal should specify the party with which the conflict exists or might arise, the nature of the conflict and whether the firm would step aside or resign from any engagement or representation creating a conflict.

ii. The firm agrees that no Board of Education member, administrator, or Finance Department Employee of the District shall have any personal or beneficial interest whatsoever in the services to be performed hereunder.

iii. The proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

iv. The firm has not committed prohibited business solicitation communication which means a written or verbal communication which occurs during the selection period (i.e., between the date of issuance of the RFP and the date of Board approval of Auditor) between a Board member or its employees and any person or entity submitting a proposal for auditing services. Communications between a firm submitting a proposal and the party named as a District contact person is permitted for clarification purposes only.

v. The successful firm shall not at any time during this contract permit any individual employed by the District to gain a share of this contract or to benefit therefrom because of a financial interest in the contract, the successful firms, any affiliate of the successful firm, or any subcontractor

g. Local, State and Federal Compliance Requirements. Successful Vendors shall be familiar and comply with all local, state, and federal directives, ordinances, rules, orders, and laws applicable to, and affected by, this contract including, but not limited to, Equal Employment Opportunity (EEO) regulations, Occupational Safety and Health Act (OSHA), and Title II of the Americans with Disabilities Act (ADA).

h. Delivery. Prices, quotes and deliveries are to be FOB destination, freight prepaid, and shall require inside delivery unless otherwise specified in the Solicitation’s Special Terms and Conditions. Title and risk of loss shall pass to the District upon inspection and acceptance by the District at its designated point of delivery, unless otherwise specified in the Special Terms and Conditions. In the event that the Vendor defaults on its contract or the contract is terminated for cause due to performance, the District reserves the right to reproduce the materials or services from the next lowest Vendor or from other sources during the remaining term of the terminated/defaulted contract. Under this arrangement, the District shall charge
the Vendor any difference between the Vendor’s price and the price to be paid to the next lowest Vendor, as well as any costs associated with the re-solicitation effort

i. **Material Priced Incorrectly.** As part of any award resulting from this process, Vendor will discount all transactions as agreed. In the event the District discovers, through its contract monitoring process or formal audit process, that material was priced incorrectly, Vendor agree to refund all overpayments and to pay all reasonable audit expenses incurred as a result of the non-compliance.

XII. **CONTRACT INFORMATION**

a. **Modifications, Revisions of Contract.** The District reserves the right to make changes to the appended model contract and procedural documents, including deletions, additions and/or modifications that may be necessary to more completely describe the services defined or implied herein.

b. **Termination of Vendor’s Services**

i. **Substandard Performance.** The District may, by written notice to the successful Vendor, terminate the contract if the Vendor has 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.

ii. **Non-Appropriations.** The District may cancel the contract, without penalty, 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.

XIII. **ADDITIONAL REQUIREMENTS, INFORMATION**

a. **Equal Opportunity.** Denver Public Schools intends and expects that the contracting processes of the District and its Vendors provide equal opportunity without regard to gender, race, ethnicity, religion, age or disability and that its Vendors make available equal opportunities to the extent third parties are engaged to provide goods and services to the District as subcontractors, vendors, or otherwise. Accordingly, the Vendor shall not discriminate on any of the foregoing grounds in the performance of the contract, and shall make available equal opportunities to the extent third parties are engaged to provide goods and services in connection with performance of the contract (**joint ventures are encouraged**). The Vendor shall disseminate information regarding all subcontracting opportunities under this contract in a manner reasonably calculated to reach all qualified potential subcontractors who may be interested. The Vendor shall maintain records demonstrating its compliance with this article and shall make such records available to the District upon the District’s request.

b. **Indemnification.** The successful Vendor shall indemnify and hold the District harmless from any and all claims, liabilities, losses and causes of action which may arise out of the fulfillment of the Vendor’s contractual obligations as outlined in this Solicitation. The Vendor or its insurer(s) shall pay all claims and losses of any nature whatever in connection therewith, and shall defend all suits, in the name of the District when applicable, and shall pay all costs and judgments which may issue thereon.

c. **Work Product.** The work product generated from this analysis shall become the property of Denver Public schools.

d. **Sales Tax.** The District is exempt from paying State or Local Sales Taxes. Notwithstanding, Vendors should be aware of the fact that all materials and supplies which are purchased directly by the Vendor in conjunction with this contract will be subject to applicable state and local sales taxes and these taxes shall be borne by the Vendor.

e. **Denver Public School Supplier Portal.** Effective July 1, 2013, all new business conducted with DPS will require you to be registered on the DPS Supplier Portal. Please note, after registering on the portal, you will still need to contact our accounts payable department in order to get converted into a Vendor. Denver Public Schools is modernizing its Financial Management and Strategic Sourcing business processes to include two-way web-based communication with its Suppliers and Vendors. The benefits extended to our supplier/vendor business partners that register with the District include the following:

i. Electronic Bidding Events/Solicitations: Bids and Proposals sent directly to your personal supplier account, online bid responses, negotiations, awards and much, much more

ii. Direct submission of electronic invoices (depending on your contractual relationship).

iii. Complete view of your contracts, purchase orders, invoices, diversity qualifications, list of commodities you wish to provide, W9’s, certifications and insurance documentation along with optional subcontractor tracking.
iv. Historical record of your interaction and performance with DPS. Access to supplier portal can be found here: http://purchasing.dpsk12.org/

XIV. INSURANCE REQUIREMENTS

i. Insurance Certification. Vendor shall cause its insurer(s), (or the insurer(s)’ agent, broker or authorized representative), to furnish the District’s Strategic Sourcing Department with a Certificate of Insurance which indicates that insurance coverage have been obtained which meet the requirements as outlined. Issuance of a contract is contingent upon the receipt of the insurance documents.

ii. Insurance companies providing the coverage specified above must be authorized to do business under the laws of the State of Colorado and must be rated no less than “A- VIII” by A.M. Best Company. Issuance of a contract is contingent upon verification of all required coverage, as set forth hereafter and below.

iii. No Insurance Through the District The Vendor shall purchase and maintain at its own expense, the following insurance coverages in amounts sufficient for all work performed by the vendor.

1) Commercial General Liability: Contractor shall maintain a Commercial General Liability insurance policy with limits of at least $1,000,000 for each occurrence, $1,000,000 for each personal and advertising injury claim, $2,000,000 products and completed operations aggregate, and $2,000,000 policy aggregate.

   Additional Provisions for Commercial General Liability:

   (a) The policy must provide the following:

      (i) This Agreement is an Insured Contract under the policy;

      (ii) Defense costs are outside the Limits of Liability;

      (iii) A severability of interests or separation of insureds provision (no insured versus insured exclusion);

      (iv) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the District; and

   (b) For claims-made coverage:

      (i) The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the District,

   (c) Contractor shall advise the District in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage in force.

2) Business Automobile Liability: Contractor shall maintain Business Automobile Liability with limits of at least $1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.

3) Professional Liability (Errors & Omissions)/Construction Managers Professional Liability: (If professional services are included in the contract) Contractor shall maintain limits of at least $1,000,000 per claim and $1,000,000 policy aggregate limit. The coverage shall apply for three (3) years after the project is complete.

4) Contractors Pollution Liability: (If the contract includes any environmental exposure) Contractor shall maintain limits of at least $1,000,000 per occurrence and $2,000,000 policy aggregate. Policy to include bodily injury; property damage including loss of use of damaged property; defense costs including costs and expenses incurred in the investigation, defense or settlement of claims; and clean-up costs. Policy shall include a severability of interest or separation of insured provision (no insured vs. insured exclusion) and a provision that coverage is primary and non-contributory with any other coverage or self-insurance maintained by the District.

5) Workers’ Compensation/Employer’s Liability Insurance: Contractor shall maintain the coverage as required by statute and shall maintain the Employer’s Liability insurance with limits of at least $100,000 per occurrence for each bodily injury claim, $100,000 per occurrence for each bodily injury claim caused by disease claim, and $500,000 aggregate for all bodily injuries caused by disease claims. Contractor expressly represents to the
District, as a material representation upon which the District is relying on entering into this Agreement, that none of the Contractor’s officers or employees who may be eligible under any statute or law to reject Workers’ Compensation insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Contractor executes this Agreement.

6) **Excess/Umbrella Liability**: Contractor shall maintain excess liability limits of at least $1,000,000 per occurrence and $1,000,000 policy aggregate. Coverage must be written on a “follow form” or broader basis.

7) **Owners and Contractors Protective Liability**: (If the District cannot be an Additional Insured on Contractor’s General Liability policy, e.g., elevator maintenance contracts). Contractor shall provide limits of at least $1,000,000 for each occurrence and $2,000,000 policy aggregate.

8) **Railroad Protective**: (If work is being performed on or within 50 feet of a railroad). Limits will be as required by the Railroad Operator.

9) **Technology Errors & Omissions**: (For contracts involving Data and Telecommunications) Contractor shall maintain Technology Errors and Omissions insurance including Network Security, Privacy Liability and Product Failure coverage with limits of at least $1,000,000 per occurrence and $1,000,000 policy aggregate.

10) **Cyber Liability**: (For contracts involving Data and Telecommunications) Contractor shall maintain Cyber Liability coverage with limits of at least $1,000,000 per occurrence and $1,000,000 policy aggregate covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security.

11) **Commercial Crime**: (For contracts involving District money and/or assets) Contractor shall maintain at least $1,000,000 in commercial crime insurance coverage. Coverage shall include theft of District's money, securities or valuable property by contractor's employees, including any extended definition of employee. The School District No. 1 in the City and County of Denver, d/b/a Denver Public Schools shall be named as Loss Payee as its interest may appear.

12) **Builder’s Risk or Installation Floater**: (For any construction, remodel or renovation projects funded by and/or managed through the Contractor), Contractor shall maintain limits equal to the completed value of the project. The policy shall not include a co-insurance clause, and any deductible amounts under such insurance policy shall be the responsibility of the Contractor. Coverage shall be written on an all risk, replacement cost basis, including coverage for soft costs, flood and earth movement, if in a flood or quake zone, and, if applicable, equipment breakdown coverage including testing. The School District No. 1 in the City and County of Denver, d/b/a Denver Public Schools, shall be named Additional Named Insured under the policy. Policy shall remain in force until final acceptance of the project by the District.

13) **Subcontractors and Subconsultants**: All Subcontractors and Subconsultants (including Independent Contractors, Suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Contractor. Contractor shall include all such Subcontractors as Additional Insured under its policies (with the exception of Workers’ Compensation) or shall ensure that all such Subcontractors and Subconsultants maintain the required coverages. If Subcontractors and Subconsultants cannot meet any of the insurance coverage requirements, Contractor shall confer with the District’s Risk Management department to determine whether the insurance coverages herein may be modified or waived.

14) **Additional Insureds**: For Commercial General Liability and Auto Liability, Contractor and Subcontractor’s insurer(s) shall name School District No. 1 in the City and County of Denver, d/b/a Denver Public Schools, and its elected officials, employees, representatives, and agents, as additional insureds with respect to liability arising out of the activities performed by, or on behalf of the Contractor.

15) **Waiver of Subrogation**: For Commercial General Liability, Auto Liability and Workers’ Compensation, Contractor’s insurer shall waive subrogation rights against the District.
I. **BACKGROUND:** The District is the largest school district in Colorado. It employs approximately 15,000 employees, and serves over 90,000 students. The District is unique in that the city, county and school district, as established by the state constitution, have the same geographical boundaries. Established as a school district in 1902, Denver is one of the finest urban school districts in the nation. The District operates approximately 85 elementary schools, 26 middle schools (including DSA), 22 high schools (including DSA), 41 alternative schools, and one adult education center and participates in the Rocky Mountain School of Expeditionary Learning. The District is housed in approximately 250 buildings, within the Denver Metro Area. As a District we are striving to become greener and more energy efficient.

II. **SCOPE:** This Request for Proposal (RFP) is issued to provide the selection process for Vendor(s) who can provide; materials testing, third party inspections and/or geotechnical services. Denver Public Schools is seeking Vendor(s) to provide these services throughout the District. It is the intent of the District to make an award to the Vendor(s) who receives the highest scores when the Responses submitted by interested Vendors are reviewed by the District's Response Evaluation Committee.

   a. **Third Party Testing**
      i. **Special Inspections (Per IBC Section 1704)**
         1. Steel
         2. Concrete
         3. Masonry
         4. Wood
         5. Soils/Foundations
         6. Spray-Applied Fireproofing
         7. Anchoring Systems
         8. Fire-Resistant Penetrations
      ii. HVAC Ductwork

   b. **Construction Materials Testing**
      i. Soils Compaction Test Reports
      ii. Asphalt Paving Test Reports
      iii. Reinforcement Inspection Reports
      iv. Concrete Test Reports
      v. Masonry Inspection Reports
      vi. Structural Steel Inspection Reports

   c. **Geotechnical**
      i. Soils Boring and Report
I. **SCHEDULE OF ACTIVITIES:** The following activities outline the process to be used to solicit vendor responses and to evaluate each vendor proposal.

- **Distribute Request for Proposal:** November 8, 2017
- **Pre-Proposal Meeting:** November 17, 2017 – 10:00am
- **Deadline for bidders to submit questions:** December 5, 2017 – 10:00 am
- **Deadline for submitting proposal:** December 14, 2017 – 10:00 am

II. **PURPOSE:** The District wishes to secure Vendor(s) to provide third party inspections, materials testing and geotechnical services for construction and related work on an as needed bases.

III. **TERM OF CONTRACT:** One year, with the option to renew for two consecutive additional (1) year terms.

IV. **OPTION TO RENEW (with Price Adjustments):** Unless otherwise notified in writing by the District, the option period shall become automatic at the end of the original contract period. During the option period(s), the District will consider an adjustment to the pricing structure (3% maximum), if the Vendor notifies the District. The Vendor shall notify the District of such adjustments, effective during the option period only, at least sixty (60) calendar days prior to the expiration of the current period. The start of the option period will be the effective date of the new pricing (if approved). The District reserves the right to reject any price adjustments submitted by the Vendor and/or terminate the contract with the Vendor based on such price adjustments.

V. **VENDOR ORDER FOR WORK:** The District may make awards to multiple vendors and reserves this right. The District will ensure the work will be distributed to all vendors as equally as possible.

VI. **DEFICIENCIES IN WORK TO BE CORRECTED BY VENDOR:** The successful Vendor(s) shall promptly correct all deficiencies and/or defects in work and/or any work that fails to conform to the Contract Documents. All corrections shall be made within 10 calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the Vendor by the District's Project Manager. The Vendor shall bear all costs of correcting such rejected work. If the Vendor fails to correct the work within the period specified in this Solicitation, the District reserves the right to place the Vendor in default of its contractual obligations, obtain the services of another vendor to correct the deficiencies, and charge the Vendor for these costs, either through a deduction from the final payment over to the Vendor or through invoicing.

VII. **FURNISH AND INSTALL REQUIREMENTS:** These Specifications may describe the various functions and types of work required to install the equipment purchased in conjunction with this Solicitation. Any technical omissions of functions or types of work within these Specifications shall not relieve the Vendor from furnishing, installing or performing such work where required to the satisfactory completion of the project. The Vendor shall include all costs associated with installation in its proposed unit cost to the District and shall not identify installation costs as a separate item unless specifically allowed on the Specification and Pricing Form.

VIII. **SAMPLES OF SERVICE MAY BE REQUIRED DURING EVALUATION:** After the Responses are opened by the District, the Vendors may be required to demonstrate their competency and ability to provide the quality of service that will be required by the District during the contract period. Such demonstrations will be provided to the District for evaluation by, and at no cost to, the District. If a demonstration of competency is required, the District will notify the Vendor of such and will specify the deadline for providing the demonstration. The District reserves the right to establish its own procedures for evaluating the Vendors' competencies and abilities. On the basis of these evaluation criteria, the District shall be the sole judge of the abilities of each Vendor in conformance with standards established in the Specifications and its decision shall be final.
IX. **COOPERATIVE PURCHASING EFFORTS:** Denver Public Schools encourages and participates in cooperative purchasing endeavors undertaken by or on behalf of other governmental jurisdictions, to the extent other governmental jurisdictions are legally able to participate in cooperative purchasing, the District supports such cooperative activities. (Examples of these cooperative efforts include: MAPO-Multiple Assembly of Procurement Officials, CEPC- Cooperative Educational Procurement Council). We hereby request that any member of other governmental jurisdictions be permitted to avail itself of this contract and purchase any and all items specified herein from the successful Vendor at the contract price(s) established herein. Each governmental entity which uses a contract(s) resulting herefrom would establish its own contract, issue its own orders, schedule deliveries, be invoiced therefrom, make its own payments, and issue its own exemption certificates as required by the Vendor. It is understood and agreed that the District is not a legally binding party to any contractual agreement made between another governmental entity and the Vendor as a result of this Solicitation. The District shall not be liable for any costs or damages incurred by any other entity.

X. **ACCIDENT PREVENTION:** The Vendor shall be required to take safety precautions in an effort to protect persons and District property. All contractors and sub-contractors shall conform to all OSHA, State and County regulations while performing under the terms and conditions of this contract. Any fines levied by the above mentioned authorities because of inadequate compliance with these requirements shall be borne solely by the Vendor which is responsible for same. Barricades shall be provided by the Vendor when work is performed in areas traversed by persons or when deemed necessary by the District's Project Manager.

XI. **LIMITATION OF OPERATIONS DURING SCHOOL HOURS:** Work shall be performed during school hours which are 6:00am to 6:00pm MST. There are to be no disruptions to school personal or students except in those cases where such work is necessary to perform the scope of work and only in cases where permission is obtained by the designated District point of contact.

XII. **CONTRACTOR PERFORMANCE.** An evaluation of the vendor may be performed, which may be based on quality of service, timeliness of response or completion, pricing, adherence to established DPS policies and procedures as outlined in this RFP, or other criteria.
To enable the District to conduct a uniform review of all proposals submitted in response to this solicitation, components of the proposal shall be submitted as set forth below. The District reserves the right to reject submittals that do not follow the requested format.

Tab A
Vendor Acknowledgement Form:
Indicate which categories (one, two or all) the proposal is being submitted for. Firms must be in business, operating in the current trade, in the State of Colorado, for a minimum of the last three (3) consecutive years. Indicate whether your firm holds any Diverse Business Enterprise certifications. Copies of these may be requested by the District upon award.

Tab B
Vendor Qualifications and Staffing:
Indicate the number of years the company has been in business. Indicate the size of your company. Provide a brief description/resume of qualifications of key personnel and experience as pertains to the scope of work. Licenses, where relevant, shall match work being performed. Also, where applicable, list the employees associated with each license and/or certification.

Tab C
Past Experience: Please provide no more than five pertinent examples of previous work completed including contract size, types of inspections performed and any other relevant details. Examples provided must have been completed within the last 3 years. If you are submitting for more than one category, five examples should be provided for each.

Tab D
Availability and Capacity:
Vendor shall be capable of responding to requests for quotes within 10 business days unless otherwise advised. Advise if the firm is unable to perform any items given in the Scope of Work. Please describe your approach to handling multiple requests for work and examples of the team and support staff that will help facilitate a successful project. Describe the Vendor's ability to perform work in more than one category listed.