



**RFP 3206-22
REPLACEMENT WALK-IN COOLERS AND FREEZERS**

REQUEST FOR PROPOSAL NO. 3206-22

Date of Issue: April 5, 2022

Proposal Closing Date: April 21, 2022 @ 2:00 PM

Proposal to be submitted PRIOR TO time and date above.

**Requests for clarification/questions must be submitted
no later than: April 12, 2022 by 12:00 PM and emailed to:
April Cooke, Purchasing Manager at amcooke@aurorak12.org.**

**Offeror's shall submit their response/submittal through the Rocky
Mountain E-Purchasing System www.bidnetdirect.com/colorado No Later
Than the Proposal Closed Date and Time.**

VENDOR'S CERTIFICATION

**We offer to furnish to Aurora Public Schools the materials, supplies,
products, equipment and/or services requested in accordance with the
specifications described herein.**

Vendor _____
Address _____
City _____ **State** _____ **Zip** _____
Telephone/Fax No. _____
Name _____
Title _____
E-mail _____
By _____
(Authorized Signature)

Receipt of Addenda #1 _____ #2 _____ #3 _____

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**AURORA PUBLIC SCHOOLS
DEPARTMENT OF PURCHASING SERVICES
80 AIRPORT BOULEVARD
AURORA, COLORADO 80011
(303) 326-1988**

REQUEST FOR PROPOSAL

The Aurora Public Schools would appreciate receiving your proposal on:

RFP # 3206-22 – Replacement Walk-In Coolers and Freezers

Aurora Public Schools utilizes the Rocky Mountain E-Purchasing System (RMEPS) at www.bidnetdirect.com/colorado to distribute official copies of the Request for Proposals (“RFP”) for use in preparing Proposals. Proposing firms will be required to register with the website to download the Proposal documents and any addenda. If you experience problems with the RMEPS website, please call 1-800-835-4603, option #2 for assistance. There is no charge by Rocky Mountain E-Purchasing for this service. Proposing firms are required to acknowledge all addenda with their Proposal. Proposing firms that do not acknowledge all addenda may be considered non-responsive.

Proposals must be submitted through RMEPS in order to be considered for award. All proposals must be submitted No Later than **Thursday April 21, 2022 at 2:00 PM MDT.**

Any proposals received after the above closing time shall not be considered.

A **Mandatory** pre-proposal conference / walkthrough is scheduled for **April 11, 2022 at 1:00 PM MDT.** See Scope of Work for further details.

Questions are due via email to April Cooke at amcooke@aurorak12.org no later than **April 12, 2022 by 12:00 PM MDT.**

The School District does not obligate itself to accept the lowest or any other proposal. The School District reserves sole discretion, to reject any or all proposals, re-advertise for proposals and to waive any or all formalities or irregularities in the proposal process. When considering proposals and determining whether a contract will be awarded and, if so, to which vendor, the School District may consider the price and such other factors relating to each proposal as the School District, in its sole discretion, deems to be appropriate.

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Awards will be made within a reasonable time after the closing of the RFP. Specifications, information and requirements of this RFP are enclosed.

Dated at Aurora, Colorado the **5th** day of **April, 2022**.

Joint District 28J of the Counties of Adams and Arapahoe.

April Cooke
Purchasing Manager

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I. GENERAL INSTRUCTIONS

1. **RESPONSIVE:** The RFP will be awarded to the most responsive, responsible respondent(s) as determined by the District based upon the evaluation criteria stated herein. Responsiveness to the RFP will be established only if the RFP meets the following requirements.
2. **DUE DATE:** All information requested must be completed and submitted by: **April 21, 2022 at 2:00 PM (MDT)**. If the required information is not submitted in a timely manner, the proposal will be deemed non-responsive. **One electronic copy of the RFP is preferred to be submitted.** Proposals must be submitted through RMEPS in order to be considered for award. All proposals must be submitted No Later than **Thursday, April 21, 2022 at 2:00 PM (MDT)**. Proposals will not be publicly opened but the names of each respondent will be posted on RMEPS within three (3) hours of opening.
3. **PROPOSAL FORM:** All RFP's must be signed in the form intended by the respondent. This bid/proposal must be submitted at vendor's expense through RMEPS on or before the time and date of the bid/proposal opening. Time and validation will occur by RMEPS. **Late bids/proposals will not be accepted.** No email, oral, telephonic, telegraphic or facsimile responses to informal, formal bids, request for proposals or modifications of any bid will be considered. Signature indicates agreement to comply with all terms, conditions, requirements and instructions of this bid/proposal as stated or implied herein. Signature indicates agreement to furnish the proposed materials, supplies, products, equipment and/or services in strict accordance with the conditions, requirements and specifications herein. Any alteration or erasure by the vendor in this proposal may constitute cause for rejection.
4. **COMPLETE RESPONSE:** Offerors must respond in each and every area as specified in the RFP documents, such as implementation, pricing, integration, timing, etc. When more than one solution is offered, each must be completed, and the proposal must be returned in its entirety. Each participating vendor shall provide all of the information requested and any additional information needed for a clear understanding of how all services will be performed. Accuracy of the proposal is the responsibility of the bidder.
5. **PRICES:** Prices may not be increased for the term of the contract. If prices decrease during the term of this contract, the successful vendor must notify the District of the lower prices so that all subsequent activity will reflect accurate pricing.
6. **DELIVERY OF SERVICES/PRODUCT:** All proposals shall be quoted **F.O.B. DESTINATION** to the delivery location listed below unless otherwise specified.

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Delivery location(s): See Scope of Work for details.

7. **PROCESS:** This process is a Request for Proposal/Competitive Negotiation process. The District reserves the right to negotiate on any or all components of each proposal submitted. From the time the proposals are submitted until the formal award of a contract, each proposal is considered a working document and as such will be kept confidential. The negotiation discussions will be held as confidential as well until such time as the award is completed. All information in the Colorado Open Records Act is a strong presumption for disclosure, merely marking information as confidential is not necessarily sufficient to prevent disclosure. The following information concerning the proposal shall not be considered as confidential commercial information even if it is clearly marked as such: prices, non-financial information concerning compliance with specifications, guarantees and warranties.
8. **DEVIATIONS:** Any deviation from the specifications MUST be noted in detail, and submitted in writing on the Bid Form. Complete specifications must be attached for any substitutions offered. In the absence of a specification deviation statement and accompanying specifications, the Bidder/Offeror shall be held strictly accountable for full compliance with the specifications. Failure to submit a specification deviation statement, if applicable, shall be grounds for rejection of the item when offered for delivery. If specifications or descriptive papers are submitted with Bids, the Bidder's/Offeror's name must be clearly shown on each document.
9. **CHANGES:** All changes in the RFP documents made by the District shall be through written addendum and furnished to all offerors. All amendments to a bid submitted by a Bidder/Offeror, if any, made on or before the bid submission deadline shall be submitted to the District in writing.
10. **COOPERATIVE LANGUAGE:** Other governmental agencies may be extended the opportunity to purchase off any Bid with the agreement of the successful vendor and the participating agencies. Due to all the variables in this type of Bid, the District will contact the successful Bidder/Offeror and make it aware of the interest by another agency (if any). The successful Bidder/Offeror and the interested agency will then be able to design the successful Bid around the parameter, i.e., delivery locations and specialty products. Each agency will then establish its own contract, place its own orders, issue its own purchase orders, be invoiced there from and make its own payments.
11. **ALTERNATE PROPOSALS:** Each respondent may submit alternate configuration or solutions. If a respondent submits alternate solutions, all information required in the proposal submission requirements shall be

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submitted for each solution proposed.

12. **CLARIFICATION/QUESTIONS:** All participating vendors shall agree to comply with all of the conditions, requirements and instructions of this proposal as stated or implied herein. Should the District omit anything from this proposal that is necessary to a clear understanding of its requirements, or should it appear that various instructions are in conflict, the vendor shall secure written instructions from the contact specified below. All requests for clarification or questions regarding the RFP shall be submitted to the contact below by **April 12, 2022 BY 12:00 PM MDT. All questions regarding the RFP must be submitted in writing via e-mail to: April Cooke at amcooke@aurorak12.org**. All answers and clarifications to vendor questions regarding the RFB shall be posted in an Addendum on April 13, 2022 by the end of the day.
13. **CONTACT:** All information shall be submitted at the dates and times indicated herein. Please contact the Purchasing Official listed below for further information.

April Cooke
Purchasing Department
Aurora Public Schools
80 Airport Boulevard
Aurora, CO 80011
amcooke@aurorak12.org

All contacts regarding this request for proposal during the submittal preparation and evaluation period **must** be done in **writing** through the Aurora Public Schools Purchasing Department to the above contacts indicated in paragraph 12 CLARIFICATION.

In the event that a firm has contact with any official, employee or representative of the District in any manner contrary to the above requirements, said firm may be disqualified from further consideration.

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II. TERMS AND CONDITIONS

1. **ACCURACY:** Participation in this proposal shall constitute a contract, which must be fulfilled by the respondent. Accuracy of the proposal is the responsibility of the respondent. Proposal may not be changed after the proposal deadline time and date. No dollar amount change would be allowed, only clarification.
2. **TERM:** The initial agreement term shall be one year. The District reserves the right to renew and extend the executed agreement(s) pertaining to all prices, terms, conditions, and specifications upon mutual agreement between the District and the selected offeror(s) for up to four additional one year periods, for a total five year agreement term.
3. **INSURANCE:** The respondent will be required to indemnify and hold the District harmless from suits or actions of any kind, including worker's compensation claims, brought against it for or on account of any damages or injuries received or sustained by any parties, by or from the acts of the respondent or his agents. The successful vendor(s) will furnish copies of insurance certificates confirming the following insurance coverage:
 - Commercial general liability with limits of not less than \$1 million per occurrence and \$2 million aggregate.
 - Professional liability insurance with limits between \$2 million occurrence per claim and \$2 million aggregate, if "claims made", coverage is to be maintained for a period of two years beyond the expiration of this contract or a two-year extended reporting period must be purchased.
 - Statutory workers' compensation coverage and employer's liability insurance with limits of not less than \$1,000,000.
 - Comprehensive automobile liability insurance coverage is also required with limits of not less than \$100,000 bodily injury limits per person, \$300,000 bodily injury per accident and \$50,000 property damage.

All insurance carriers must have an "AM Best" rating of A-VIII or better. The District is to be included as an "Additional Insured" on the commercial general liability. The District must be notified by certified mail at least 30 days prior to cancellation of any insurance policy. Notwithstanding the preceding, the District may waive or modify these requirements. Such waiver or modification shall not be effective unless made in writing executed by an appropriate officer or employee of the District.

4. **NONCOLLUSION:** By submission of the proposal, the respondent certifies that the proposal has been arrived at independently and submitted without

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collusion with any other respondent and that the contents of the proposal have not been communicated, to the best of its knowledge and belief, by any one of its employees or agents, to any person not an employee or agent of the respondent, and will not be communicated to any person prior to the official opening of the proposal.

5. **GRATUITIES:** Vendors are expressly advised that gratuities are not allowed. District employees may not accept any gift, service, honorarium, stipend or fee, or use their position for private advantage or personal, financial or material gain. The District will investigate reported violations. Vendors, whom the chief financial officer or designee finds to have violated these provisions, may be barred from doing business with the District. Employees may be disciplined according to district policy.

6. **AWARD:** No award shall be made to any person, firm or corporation that is in arrears upon any obligations to the District, or that otherwise may be deemed irresponsible or unreliable by the Materials Management Director or designee. Proposals will be awarded based on the evaluation criteria established in the documentation. Utilizing the request for proposal process, the District reserves the right to select the individual/firm that best meets the needs of the District, taking into consideration supplier qualification, price and overall capability. The Materials Management Director or designee reserves the right to waive any technical or formal errors or omissions and reject any and all bids/proposals, or to make an award, either in whole or in part, by item, category or total, whichever is deemed to be most advantageous to and in the best interest of the District. In compliance with the provisions of Colorado Revised Statutes, Sections 8-17-101 and 102, 8-18-101, and 8-19-101 and 102, preference shall be given to Colorado labor and to resident vendors against nonresident vendors to the extent required by those sections. It is understood and agreed that the District reserves the right to modify conditions, specifications and prices by mutual agreement with the selected vendor.

7. **RESIDENT BIDDER/OFFEROR PREFERENCE:** Reciprocity is mandated by statute. C.R.S. 8-18-101 states, when a contract for commodities or services is to be awarded to a bidder, a resident bidder shall be allowed a preference against a nonresident bidder equal to the preference given or required by the state in which the nonresident bidder is a resident. The District will apply this statute to the extent necessary for all solicitations posted on RMEPS.

Any bidder who wishes to be considered a resident bidder shall include with their bid, proof as defined in CRS 8-19-102 (2)(a) or (b), as follows; "Resident bidder" means: (a) a person, partnership, corporation, or joint venture which is authorized to transact business in Colorado and which maintains its principal place of business in Colorado; or (b) A person, partnership, corporation, or

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joint venture which: (I) Is authorized to transact business in Colorado; (II) Maintains a place of business in Colorado; (III) Has paid Colorado unemployment compensation taxes in at least seventy-five percent of the eight quarters immediately prior to bidding on a construction contract for a public project, that he/she meets the definition of 6 resident bidder as defined in C.R.S. Section 24-103-101 (6)(a) or C.R.S. Section 24-103-101 (6)(b).

8. **APPEAL OF AWARD:** Respondents may appeal by submitting, in writing, a detailed request for reconsideration to the District's Materials Management Director within 72 hours after the recommendation of award has been made, provided that the appeal is sought by the Respondent prior to the District finalizing a contract with the selected vendor.
9. **GOVERNING LAW:** Venue for any and all legal action regarding or arising out of transactions covered herein shall be solely in the State of Colorado. The laws of the state of Colorado shall govern the transaction.
10. **GOVERNMENT REGULATIONS:** Respondent shall comply with all laws, statutes, ordinances, standards, rules and regulations of all federal, state, municipal and special district governmental authorities that are or may become applicable to any of the services or materials covered under this agreement. Compliance shall also include, without limitation, applicable District policies and records requirements.
11. **TAX:** The District is a political subdivision of the state of Colorado and as such is generally exempt and not liable for any sales, use, excise, property or other taxes imposed by any federal, state or local government tax authority. The District is also not liable for any franchise taxes or taxes related to the income of a contractor. No taxes of any kind shall be charged to the District. Quotations shall not include the cost of any such taxes, including those on any materials, supplies or equipment used or installed in the work. The vendor is hereby notified that when materials are purchased for the benefit of the District, some political subdivisions require the vendor to pay sales or use taxes even though the ultimate product or service is provided to the District. The District will not reimburse these sales or use taxes, nor will any prices be adjusted on account of such taxes. The vendor shall file an "Application for Exemption Certificate" with the Colorado Department of Revenue and submit copies of such certificate to the District upon award of the contract and prior to commencement of any work.
12. **COMPLIANCE:** The respondent agrees to comply with all applicable federal, state, and local laws, regulations, administrative rulings, and codes and secure all necessary licenses and permits in connection with this proposal and any services to be provided hereunder. All materials, supplies and equipment furnished or services performed under the terms of the purchase

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order or contract issued in response to this proposal shall comply with the requirements and standards specified in the Occupational Safety and Health Act of 1970, 29 U.S.C. SS 651 et seq., and regulations. If applicable, material safety data sheets must be sent with the proposal.

13. **INFRINGEMENT CLAIMS:** The respondent shall defend all suits or claims for infringement of any alleged patent rights, copyright or trade secrets arising under this agreement and shall indemnify the District from loss on account thereof and shall pay any judgments or fees resulting there from, including, but not limited to, royalties, license fees and attorneys' fees.
14. **INDEMNIFICATION:** The respondent agrees to indemnify and hold the District harmless from claims, suits or actions of every nature and description brought against it for or on account of any injuries or damages received or sustained by any party or parties, caused in whole or in part by or from the acts of the vendor, its servants or agents. To this extent, the vendor agrees to furnish adequate public liability and property damage insurance, the amount of which will be determined by the District whenever such insurance, in the opinion of the District, is deemed necessary.
15. **HOLD HARMLESS:** The respondent agrees to protect, defend and hold the District harmless from and against any claim or demand for payment or other claim based upon or related to the use of any patented material, process, article or device that may enter into the manufacture, construction or form a part of any work covered or materials and equipment furnished under this bid/proposal.
16. **INDEPENDENT CONTRACTOR:** The respondent is an independent contractor, and nothing herein contained shall constitute or designate the respondent or any of its employees or agents as agents or employees of the District.
17. **EQUAL OPPORTUNITY:** In connection with the performance of any work under the bid/proposal, the respondent shall agree not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, creed, color, national origin, ancestry, age, sex or disability, and further agrees to insert the foregoing provisions in all subcontracts hereunder.
18. **CANCELLATION:** The contract may be terminated by either party by giving written notice to the other party no later than 30 calendar days before the proposed termination date. This provision may be exercised only after the contract has been in effect for six calendar months. If either party is in breach of the terms of the contract, the six calendar month provision may be waived and the contract may be terminated by giving thirty days written notice. Under

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no circumstances will any damages be paid as a result of the termination of this contract. If the vendor exercises the right to terminate the contract early, it cannot bid on future proposals for the period of five years. The District reserves the right to cancel the contract if it finds that one or more of the company's Principals is classified as suspended/debarred on the Excluded Parties List System (EPLS) website.

19. APPROPRIATIONS: Any and all obligations of the District under this agreement are subject to annual budgeting and appropriation by the District.

20. FORCE MAJEURE: No default, delay, or failure to perform by either party shall be considered a default, delay or failure to perform, if such default, delay or failure to perform is due to causes beyond either party's reasonable control including, but not limited to: strikes, lockouts, or inactions of governmental authorities, epidemics, war, acts of terrorism, embargoes, fire, earthquake, hurricanes or other severe weather conditions, acts of God, or default of common carrier. In the event of such default, delay or failure to perform, any date or times by which either party is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the excused default, delay or failure to perform.

21. UNDOCUMENTED WORKERS: The District will not enter into or renew a contract for services with vendors/contractors who knowingly employ or contract with undocumented workers to perform work under the contract or who knowingly contract with subcontractors who knowingly employ or contract with undocumented workers to perform work under the contract. Accordingly, all contracts and purchase orders awarded by the District will contain the following certification:

The vendor/contractor shall not knowingly employ or contract with an undocumented worker to perform work under this contract, or enter into a contract with a subcontractor that fails to certify to the vendor/contractor that the subcontractor shall not knowingly employ or contract with an undocumented worker to perform work under this public contract.

The vendor/contractor has verified or attempted to verify through participation in the United States Citizenship and Immigration Services' Basic Pilot Employment Verification Program (hereinafter referred to as the "basic pilot program") that the vendor/contractor does not employ any undocumented worker. If the vendor/contractor has not been accepted into the basic pilot program prior to entering into this contract, the vendor/contractor shall apply to participate in the basic pilot program every three months until the vendor/contractor is accepted or the contract for services has been completed, whichever is earlier. The vendor/contractor shall not use the basic pilot program to undertake

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pre-employment screening of job applicants while the contract is being performed.

If the vendor/contractor obtains actual knowledge that a subcontractor performing work under this contract knowingly employs or contracts with an undocumented worker, the vendor/contractor shall:

- a. Notify the subcontractor and the District within three days that the vendor/contractor has actual knowledge that the subcontractor is employing or contracting with an undocumented worker; and
- b. Terminate the subcontract if within three days of receiving actual notice the subcontractor does not stop employing or contracting with the undocumented worker, except that the vendor/contractor shall not terminate the subcontract if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an undocumented worker.

The vendor/contractor shall comply with any reasonable request by the Department of Labor and Employment (hereinafter referred to as the "department") made in the course of an investigation that the department is undertaking pursuant to C.R.S. § 8-17.5-102(5).

If the vendor/contractor violates the provisions of this section, the District may terminate the contract for breach and the vendor/contractor shall be liable for actual and consequential damages.

22. CRIMINAL RECORD VERIFICATION: Successful respondent/vendor will be required to complete criminal record checks on all employees who work on District property for this contract. Employees who have been convicted of a violent or serious felony, including crimes that require registration on the National Sex Offender Registry will not be allowed to work on District property for this contract. Each individual respondent/vendor will be responsible to adhere to any federal, state and local privacy and confidentiality requirements.

23. LIQUIDATED DAMAGES FOR INCOMPLETE PROJECTS: Upon failure of the Vendor/Contractor to complete the project in accordance with the Specifications and to the satisfaction of the District within the time stated, the Vendor/Contractor shall be subject to charges for liquidated damages in the amount of \$500.00 for each and every calendar day the work remains incomplete. As compensation due to the District for loss of use and for additional costs incurred by the District due to such non-completion of work, the District shall have the right to deduct said liquidated damages from any

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amount due or that may become due to the Vendor/Contractor under this agreement or to invoice the Vendor/Contractor for such damages if the costs incurred exceed the amount due to the Vendor/Contractor.

- 24. WARRANTY SHALL BE FOR A MINIMUM OF ONE YEAR:** In addition to all other warranties that may be supplied by the Vendor/Contractor, the Vendor/Contractor shall warrant its product and/or service against faulty labor and/or defective material for a minimum period of one year after the date of acceptance of the labor, materials and/or equipment by the District. This warranty requirement shall remain in force for the full period identified above, regardless of whether the Vendor/Contractor is under contract with the District at the time of defect. Any payment by the District on behalf of goods and services received from the Vendor/Contractor does not constitute waiver of these warranty provisions.
- 25. WARRANTY REQUIREMENTS FOR EQUIPMENT:** The Vendor/Contractor shall supply a copy of its written warranty certificates with its Response. Under no circumstances shall the District accept a standard warranty period of less than twelve months from the date of acceptance of the equipment. The warranty supplied by the Vendor shall remain in force for the full period identified by the Vendor/Contractor, regardless of whether the Vendor/Contractor is under contract with the District at the time of defect. Any payment by the District on behalf of goods and services received from the Vendor/Contractor does not constitute waiver of these warranty provisions.

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GENERAL INFORMATION

Aurora Public Schools

**Replacement Walk-In Coolers and Freezers
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Due: April 21, 2022 at 2:00 PM (MDT)**

The Adams-Arapahoe School District 28J (Aurora Public Schools) is soliciting proposals from qualified firms to **provide services to replace or renovate walk-in coolers and freezers at Dalton Elementary, Dartmouth Elementary, and Arkansas Elementary** in accordance with the scope of service specified. Qualified firms that meet all criteria will be considered. This Request for Proposal should not be misconstrued as a formal bid. There is absolutely no commitment to purchase or enter into a formal contract. Upon completion of our evaluation of your proposal, we may recommend that a formal contract be established.

All costs incurred in preparing a proposal shall be the responsibility of Offerors.

Aurora Public Schools (APS) is currently the fifth largest school district out of 186 public school districts in the State of Colorado. It is located in Aurora, Colorado, the 54th largest city in the nation and the third largest in the state. It is a city on the eastern border of Denver, Colorado, with a population of more than 350,000 covering nearly 144 square miles. There are 66 schools in the district: 4 child development centers, 27 elementary schools, 8 P-8 / K-8 schools, 6 middle schools, 1 Grades 6-12 academy, 6 high schools, 1 vocational/technical college, 1 gifted and talented K-8 school, 11 charter schools and 1 home school support program. The projected total enrollment for 2020-21 is more than 40,000 students.

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Scope of Work

Option A: Renovate walk-in coolers and freezers at Dalton Elementary, Dartmouth Elementary, and Arkansas Elementary.

- Renovate the walk-in boxes as best recommended. Can include but not limited to: recoating surfaces, new light fixtures, alarms, expand height (if possible), etc.
- Remove existing water-cooled refrigeration system and unneeded piping and conduit.
- Install new refrigeration system with smart controls. Must be air-cooled.
- Turnkey service required

Option B: Replace walk-in coolers and freezers at Dalton Elementary, Dartmouth Elementary, and Arkansas Elementary.

- Demolish and discard current walk-in boxes, refrigeration system, piping, and conduit
- Install new walk-in boxes in the same spot.
- Install a new refrigeration system with smart controls. Must be air-cooled. Current systems are water-cooled.
- Turnkey service required

Note: The Contractor is asked to provide their professional expertise when proposing Option A or B and can propose a combination of both as deemed necessary for the project. A detailed explanation of why the option(s) is being proposed is required to be submitted with the Contractor's response.

A **Mandatory** pre-proposal conference / walkthrough is scheduled for **April 11, 2022 starting at 1:00 PM MDT**. We will walk all three (3) sites. Contractors are to meet at the front of Arkansas Elementary located at 17301 East Arkansas Ave., Aurora, CO 80017. Contractors will be required to sign-in and an overview of the project will be given prior to walking the sites. No other pre-proposal conference / walkthrough will be scheduled. Only Contractors who attend the Mandatory pre-proposal will be allowed to submit a proposal for this project and considered for award. For attendance purposes please email April Cooke at amcooke@aurorak12.org if you plan on attending the Mandatory pre-proposal conference, so we know how many contractors to be expecting.

Sites and Locations:

- Arkansas Elementary (17301 East Arkansas Ave., 80017)
- Dalton Elementary (17401 East Dartmouth Ave., 80013)
- Dartmouth Elementary (3050 South Laredo St., 80013)

This work must occur over school breaks and cannot have significant downtime to the existing walk-ins when school is in session. As a result of any downtime

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during school sessions, liquidated damages in the amount of \$500 per day will be charged to the Contractor.

School breaks include:

- Summer Break: 5/27/22-8/8/22
- Fall Break: 10/14/22-10/23/22
- Thanksgiving Break: 11/23/22-11/28/22
- Winter Break: 12/16/22-1/3/23
- Spring Break 3/10/23-3/20/23

Contractor shall include a preliminary schedule for services with their proposal.

Contractor shall be evaluated based on the below Evaluation Criteria.

- Proposed Solution
- References - Including quality and reliability of Services Offered
- Qualifications and Experience - See Information outlined in Proposal Format
- Timeframe to complete project - preliminary schedule
- Warranty Information
- Pricing

END OF SCOPE

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PROPOSAL FORMAT

Information presented in the RFP submittal shall conform to the following:

- All pages are to be numbered.
- Responses must be concise and sufficient in detail to provide a thorough and actionable evaluation and assessment.
- Proposal is preferred to be limited to a maximum of 20 single faced pages of information.
- Font size is not to be less than 10 point.
- Include the following documents in your proposal response.
 - Vendor's Certification sheet (first page) signed by a duly authorized representative of your company in unaltered fashion and included in your RFP response.
 - All addenda issued for this RFP shall be acknowledged on the Vendor's Certification sheet by an authorized representative of your company and included in your RFP response.
 - Certification regarding debarment and suspension/lobbying activities signed by a duly authorized representative of your company, including Principal's name(s) (last page).

The following information is to be addressed in this order and clearly labeled in the Respondent's proposal.

A. COMPANY/ORGANIZATION OVERVIEW

- Provide an overview and history of the company to include years in business, ownership or organization, location of offices, and pertinent telephone numbers.
- Organizational chart for the firm.
- Has your company defaulted on any contracts in the past five years for failure to meet financial obligations?
- Confirm that the firm has not been suspended or debarred by the federal government.

B. IMPLEMENTATION PLAN

Respondents shall submit a plan for how they will deliver the scope of services and deliverables. If you will be subcontracting out any portion of the work or partnering with other companies, show that in the plan. Please include a proposed project schedule for the work and deliverables.

C. VITAE AND WORK SAMPLES

- The proposal shall be accompanied by relevant appendices including vitae of proposed project team and relevant work samples. Appendices do not count against the 20-page limit. This section should clearly demonstrate your experience as it relates to the minimum eligibility

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requirements listed in this RFP.

- Please provide references of up to three clients for whom you have done similar work, including contact name, phone number, e-mail, and name of organization.

D. FEES/ BUDGET

The proposal shall include a detailed budget that reflects the time and deliverables for each component of the project.

E. SAMPLE CONTRACT

Standard terms and conditions of the District to be included in the contract are attached as Sample Agreement. In submitting a proposal, the firm will be deemed to have agreed to each provision set forth in the Sample Agreement unless the firm identifies the provision to which objection is made and submits alternative language to make the provision acceptable to the firm.

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**SAMPLE CONTRACT
REPLACEMENT WALK-IN COOLERS AND FREEZERS
RFP # 3206-22**

AGREEMENT

This agreement, made and entered into effective the _____ day of _____, 20__ by and between **Aurora Public Schools**, whose mailing address is 80 Airport Blvd., Aurora, CO 80011, hereinafter referred to as the "District", and _____, whose mailing address is _____, hereinafter referred to as "Contractor".

WITNESSETH:

In consideration of the mutual covenants and obligations herein expressed, it is agreed by and between the parties hereto as follows:

1. Scope of Services: The Contractor agrees to provide goods and/or services as set forth in Exhibit A hereto which is incorporated herein by this reference. In the event of any inconsistency between the provisions of this Agreement and the Scope of Services set forth in Exhibit A, the provisions contained within this Agreement shall control.

2. Effective Date and Duration: This Contract shall become effective on _____, or the date this Contract is fully executed and approved as required by applicable law. The obligations to be performed pursuant to this Agreement shall be initiated no later than _____ and shall be completed no later than _____, 20__. The initial agreement term shall be one year. The parties may renew and extend the executed agreement(s) pertaining to all prices, terms, conditions, and specifications upon mutual agreement between the District and Contractor.

3. Cancellation: Either party may terminate this Agreement at any time for a material breach with 10 business days written notice being provided to cure an alleged breach. After this Agreement has been in effect for six months, either party may terminate this agreement upon 30 days written notice to the other party for any or no reason. In the event of termination any commissions owed shall be promptly paid; provided however, that under no circumstances will any damages be paid solely as a result of the termination of this contract. If the vendor exercises the right to terminate the contract early, it cannot bid on future proposals with the school district for the period of five years. The District reserves the right to cancel the contract if it finds that one or more of the company's principals is classified

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as suspended/debarred on the Excluded Parties List System (EPLS) website.

4. Compensation:

- a) *In consideration of the obligations to be performed pursuant to this Agreement, the District agrees to pay Contractor _____ Dollars (\$_____.00) per _____. Maximum compensation shall not exceed _____ Dollars (\$_____.00), except as provided in subsection (b), herein. The District shall provide no benefits to the Contractor other than the compensation stated above.*
- b) *If additional work is necessary, as determined by the District, the District shall pay the Contractor for additional work according to the unit prices set forth in Exhibit A. If the additional work is not covered by Exhibit A the parties shall, prior to the work being done, agree in writing as to (a) the nature, scope and timeline of the additional work; and (b) the price for the additional work.*
- c) *The Contractor shall submit invoices monthly for services performed and expenses incurred during the prior month. Payment will be made to the Contractor within thirty (30) days of the District's receipt of the approved invoices.*

5. Independent Contractor: The obligations to be performed by Contractor are those of an independent contractor and nothing herein contained shall constitute or designate the Contractor or any of its employees as agents of the school district or any of its Board members or any of its employees.

6. Insurance & Indemnification: Contractor agrees to indemnify, defend and hold the District (and its directors, officers, officials and employees) harmless from suits, claims, expenses (including attorney's fees) or actions of any kind, including worker's compensation claims, related in any way to the work done for the school district by Contractor or its agents; provided however that this obligation shall not be enforced where the party being indemnified engaged in willful misconduct. Contractor must furnish original insurance certificates confirming the following insurance coverage:

- Commercial general liability with limits of not less than \$1 million per occurrence and \$2 million aggregate.
- Professional liability insurance (which shall protect Contractor, its officials, officers, directors, employees, contractors, volunteers and agents from claims which may arise from services performed under this Agreement, whether such services are performed by Contractor, by the District, its officials, officers, directors, employees, contractors or agents or by anyone directly or indirectly employed by any of them) with limits between \$2 million occurrence per claim and \$2 million

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aggregate, if “claims made”, coverage is to be maintained for a period of two years beyond the expiration of this contract or a two-year extended reporting period must be purchased.

- Statutory workers’ compensation coverage and employer’s liability insurance with limits of not less than \$1,000,000.
- Comprehensive automobile liability insurance coverage is also required with limits of not less than \$100,000 bodily injury limits per person, \$300,000 bodily injury per accident and \$50,000 property damage.

The District must be included as an "Additional Insured" on the commercial general liability.

The company which writes the insurance (or bond) for Contractor must carry a rating of “A-VIII” or better as rated by Moody’s or A.M. Best Company.

Either party shall have the right, during the Term from time to time, to request copies of certificates of insurance and/or other evidence of the adequacy of the above insurance coverages.

7. Undocumented Workers: The Contractor certifies that the Contractor shall comply with the provisions of Section 8-17.5-101 *et seq.*, C.R.S. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into an agreement with a subcontractor that knowingly employs or contracts with an illegal alien. The Contractor represents, warrants, and agrees that it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program or the Department Program described in Section 8-17.5-101, C.R.S. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed. If the Contractor obtains actual knowledge that a subcontractor performing work under this contract knowingly employs or contracts with an illegal alien, the Contractor shall: (i) notify the subcontractor and the District within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (ii) terminate the subcontract with the subcontractor if within three days of receiving such notice, the subcontractor does not stop employing or contracting with the illegal alien, unless the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. The Contractor shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment. If the Contractor fails to comply with any requirement of Section 8-17.5-102(2), C.R.S., the District

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may terminate this Agreement for breach and the Contractor shall be liable for actual and consequential damages to the District, even in the absence of gross negligence or willful misconduct. If Contractor participates in the Department Program, Contractor shall provide the affirmation required under Section 8-17.5-102(5)(e)(III), C.R.S., to the District.

- a. If Contractor operates as a sole proprietor, Contractor hereby swears or affirms under penalty of perjury that Contractor (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 Section 24-76.5-101 *et. seq.*, C.R.S., and (iii) shall produce one of the forms of identification required by Section 24-76.5-103, C.R.S., prior to the commencement of services.
8. Assignment and Subcontractor: The duties and obligations of the Contractor shall not be assigned, delegated, nor subcontracted without the express written consent of the District. Any subcontractor, assignee or delegatee consented to by the District shall be subject to the requirements of this Agreement. The Contractor shall remain responsible for the delivery of services as set forth in this Agreement and for the performance of any subcontractor.
 9. Compliance with Applicable Laws: The Contractor is obligated to familiarize itself and comply with all laws applicable to the performance of the Scope of Services. Contractor shall comply with all federal, state and local laws and ordinances applicable to the work under this contract. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 (Pub L No. 101-336), C.R.S. 24-34-301 *et seq.*, and all regulations and administrative rules established pursuant to those laws; and (iv) all other applicable requirements of federal, state and local civil rights and rehabilitation statutes, rules and regulations.
 10. Confidentiality: Contractor acknowledges and agrees it is responsible for ensuring compliance, including ensuring subcontractor compliance, with all applicable confidentiality laws, including but not limited to the Health Insurance Portability Accountability Act (HIPAA) and Family Educational Rights and Privacy Act (FERPA).
 11. Law, Venue and Arbitration: This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado without regard to conflicts of laws principles. Any legal proceeding of any nature whatsoever brought by either party against the other to enforce any right or

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obligation under this Agreement, or arising out of any matter pertaining to this Agreement, shall be submitted for trial before the Courts of the State of Colorado, or the United States District Court for the District of Colorado or, if neither of such courts shall have jurisdiction, then before any court sitting in Arapahoe County, Colorado having subject matter jurisdiction. The parties consent and submit to the jurisdiction of any such court and agree to accept service of process as provided by law. In addition, at the option of either party, any dispute related to this Agreement may be submitted for expedited arbitration under the auspices of, and in accordance with the then-current procedures of, the American Arbitration Association. Such Arbitration shall take place at an appropriate facility within the District at a time and place to be reasonably agreed upon by the Parties.

12. Annual Appropriation: The District's obligations hereunder are subject to the annual appropriation of funds necessary for the performance thereof, which appropriations shall be made in the sole discretion of the District's Board of Directors. The parties acknowledge therefore that this Agreement does not bind the school district beyond the current fiscal year.

13. Ownership of Work Product: All documents such as reports, plans, drawings and contract specifications, information, and other materials prepared or furnished by Contractor (or Contractor's independent professional associates, subcontractors, and consultants) and paid for pursuant to this Agreement are instruments of public information and property of the District. All internal documents which support the public information such as field data, field notes, laboratory test data, calculations, estimates and other documents prepared by Contractor as instruments of service shall be provided to the District. The District understands such documents are not intended or represented to be suitable for reuse by the District or others for purposes outside the specific scope and conditions of the Scope of Services. The District may retain ownership of and may reuse such documents without written verification of the Contractor.

14. Miscellaneous Provisions:

- **No Waiver of Governmental Immunity**: Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, by the School District of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, C.R.S. 24-10-101, et seq., as now or hereafter amended.
- **Entire Understanding**: This Agreement represents the entire understanding between the parties hereto with respect to the subject matter hereof. This Agreement supersedes all previous

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representations, understandings or agreements, oral or written, between the parties with respect to the subject matter hereof and cannot be modified except by written instrument signed by both parties hereto.

- **Savings Clause:** If any provision of this Agreement shall be deemed or declared unenforceable, invalid or void, the same shall not impair any of the other provisions contained herein which shall continue to be enforceable in accordance with their respective terms, except that this clause shall not deprive any party of any remedy afforded under this Agreement.
- **Counterparts:** This agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall be deemed one instrument. Facsimile signatures shall be deemed to be the same as original signatures.

15. Any notices or other communication hereunder shall be in writing, shall be sent via registered or certified mail addressed to the following, and shall be deemed given when received:

For Contractor: **Name of Company**
ATTN: **Name**
Address
City, State Zip

For District: Aurora Public Schools:
ATTN: Curt Humphrey
80 Airport Blvd.
Aurora, CO 80011

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

16. Contractor shall:

- Make payments promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for in such contract.
- Not permit any lien or claim to be filed or prosecuted against APS on account of labor or material furnished.
- Pay to the Department of Revenue all sums withheld from employees pursuant to Colorado law.

17. Background checks: Contractor agrees that each person who will perform work under this agreement and interact with district students will be subjected to a criminal background check by the District similar to that

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which the District is legally obligated to perform on any new employee. Contractor agrees to provide the District with a signed release by which each employee authorizes such background check. If, as a result of the background check, the District does not wish an individual to serve under this contract, the contractor agrees to the extent possible, to furnish another person within one (1) week. If such permanent replacement cannot be located within one week, the contractor can fill the position with a substitute until a permanent employee can be retained, provided that a permanent replacement must be found within six (6) weeks.

For contractor employees who do not interact with District Students Contractor will be required to complete criminal record checks on all employees who work on District property for this contract. Employees who have been convicted of a violent or serious felony, including crimes that require registration on the National Sex Offender Registry will not be allowed to work on District property for this contract. Each individual respondent/vendor will be responsible to adhere to any federal, state and local privacy and confidentiality requirements.

18. Child abuse reporting: Contractor agrees that each person who performs work on its behalf under this agreement shall immediately report any suspicions of child abuse or neglect to the building administrator (or if one is not available, to the Superintendent's office or such other office as is designated by the School District) upon becoming aware of information which forms the basis for such suspicion. (Colorado Revised Statutes defining abuse and neglect are found at C.R.S. Section 19-1-103.)

Contractor agrees to inform the District immediately if it has knowledge that would lead a reasonable person to conclude that one of its employees poses an unusual potential for physical, emotional or psychological harm to any student, employee or patron of the District.

19. Equal Opportunity: In connection with the performance of any work under the bid/proposal, the respondent shall agree not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, creed, color, national origin, ancestry, age, sex or disability, and further agrees to insert the foregoing provisions in all subcontracts hereunder.

20. Time is of the Essence. Contractor agrees that time is of the essence in completing the terms of this Agreement.

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This Agreement is made this _____ day of _____, 20__.

CONTRACTOR:

By: _____

Name: _____

Title: _____

Date: _____

AURORA PUBLIC SCHOOLS

By: _____

Name: _____

Title: _____

Date: _____

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Certification Regarding Debarment and Suspension

Prospective participant certifies to the best of its knowledge and belief that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

Certification Regarding Lobbying Activities

The undersigned certifies, to the best of its knowledge and belief that: No federal appropriated, or any other funds have been or will be paid on behalf of the undersigned, to any person for influencing the award of a Federal contract, grant, loan or cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

Signature of Authorized Certifying Official

Title

Applicant Organization

Principal Name

Principal Name

Date