

**REQUEST FOR PROPOSAL  
for  
Furniture Package  
for East and Penrose Libraries  
of  
PIKES PEAK LIBRARY DISTRICT  
Colorado Springs, CO  
(PPLD RFP # 490-15-01)**

Pikes Peak Library District (PPLD) invites all interested companies to submit a response to a Request for Proposal (RFP) for Furniture for the East and Penrose Library renovation Project. The Pikes Peak Library District may award selections to one or more vendors, selections will be awarded by manufacturing group.

Proposal deadline is 10:00 am local time on Monday, May 18th.

## **I. Terms & Conditions**

### **A. General Terms & Conditions:**

1. **Purpose:** The Pikes Peak Library District is remodeling East and Penrose Libraries located at 5550 N. Union Blvd 80918 and 20 N. Cascade Ave. 80903, respectively. We are soliciting bid for furniture (supplied, stored if needed, delivered and installed) for each facility. Complete specifications are included so an accurate pricing can be obtained. Not all items shown on the plan are part of this bid.
2. **Interested Parties:** All interested companies are invited to submit a proposal in accordance with the terms, conditions, and specifications contained herein. An electronic version of this document can be accessed at: <http://library.ppld.org/AboutYourLibrary/Admin/Bids/RequestForBids.asp>. **No e-mailed or faxed bids will be accepted.**
3. **Sole Point of Contact:** Questions and requests for clarifications regarding this RFP must be addressed to Mary Gulash, Gulash Designs, 720-935-9701. **Questions and requests for clarifications may be sent via email to Mary Gulash at [mgulash@group3planners.com](mailto:mgulash@group3planners.com), provided that the RFP number, title, and the words “question” and/or “clarification” are identified in the subject area of the email.** Questions and requests without this subject identification may be considered routine emails, and may not get properly addressed.  
  
All questions and requests for clarification will be responded to either in writing or by email to all proposers. Any responses by the PPLD that are considered to be a change in the terms, conditions, and specifications of this RFP will be sent by written addendum. No communications of any kind may be considered a change to the terms, conditions, and specifications in this RFP unless received by the proposers via formal written addenda.
4. **Tax Exemption:** PPLD, as a local government entity, is exempt from sales and use taxes. Bidders shall inform all prospective subcontractors and suppliers, as necessary, from whom they expect to obtain services or supplies of the tax-exempt status of PPLD. Following the contract award, an exemption certificate will be furnished by PPLD if the contractor requests.
5. **Expenses:** The PPLD assumes no liability for payment of expenses incurred by proposers in the preparation and submission of proposals in response to this invitation.

6. **Conflict of Interest:** Any contractual relationship with any PPLD personnel in the twelve (12) months preceding the distribution of their RFP, or any similar or potential conflicts of interest, may, at the sole discretion of the PPLD, be grounds for rejection of the proposal and/or termination of any contract awarded.
7. **Non-Discrimination:** The Vendor agrees not to refuse to hire, discharge, promote, or demote, nor to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability.
8. **Governing Law:** The laws of the State of Colorado shall govern any contract executed between the successful proposer and PPLD. Further, the place of performance and transaction of business shall be deemed to be in the County of El Paso, State of Colorado, and in the event of litigation, the exclusive venue and place of jurisdiction shall be the State of Colorado, and more specifically, El Paso County, Colorado.
9. **RFP Schedule:**  
RFP Specifications Released: ..... Monday 4/27/2015  
RFP Deadline for clarification questions:..... Monday 5/11/2015  
RFP Due: ..... 10:00 a.m. on Monday 5/18/15  
RFP awarded: .....Wednesday 5/27/15

**B. Proposal Preparation:**

1. **Substantive proposals:** By submitting a proposal, the proposer guarantees that (a) its proposal is genuine and is not made in the interest of, or on behalf of, any undisclosed person, firm, or corporation; (b) it has not directly or indirectly induced or solicited any other respondent to put in a false or sham bid; (c) it has not solicited or induced any other person, firm, or corporation from proposing; and (d) it has not sought by collusion to obtain for itself any advantage over any other proposer or over PPLD.
2. **Insurance Requirements:** The successful proposer shall have and provide evidence of liability insurance and workers compensation.
3. **Indemnification:** The proposer agrees to, and shall, defend, release, and indemnify, and save and hold harmless PPLD, its officer, agents, and employees from and against any and all damages to property or injuries to or death of any person or persons, including property and officers, employees, and agents of PPLD, and further agrees to, and shall, defend, indemnify, and save and hold

harmless PPLD, its officers, agents, and employees, from and against any and all claims, costs, demands, liabilities, suits, actions, causes of action, and other legal or equitable proceedings of any kind or nature whatsoever, of or by anyone whomsoever, including, but not limited to claims arising out of and/or predicated upon negligence, breach of contract, tort, or strict liability, in any way resulting from, connected with, or arising out of the contractor's operations or performance in connection herewith.

4. **Date Schedule:** The schedule of completion at each location is varied throughout the project; some areas will be ready for furniture installation before others. The schedule currently shows completion of East Library Renovations as mid-September and the completion of Penrose Library Renovations as late October. The schedule is subject to change based on construction progress. By submitting a proposal, the proposer guarantees that it will be able to comply with the overall elements of the delivery calendar.
  
5. **Submission Information and Documents:** The proposal must be comprehensive and address all elements requested in the attached drawings. To assure that the information provided can be readily identified, the proposal must include, but not limited, to the submission of the following signed addendum and bid sheet:  
  
Addendum A - *PROPOSAL COVER SHEET*,  
Addendum B - *CHECKLIST / QUESTIONNAIRE*  
Addendum C – *IMMIGRATION CLAUSE FOR CONTRACTS*.  
*PPLD East and Penrose Libraries Furniture - BID PRICING SPREADSHEET*
  
6. **Signatures:** The proposal must be submitted in ink, signed by an officer of the proposing company.
  
7. **Withdrawal of Proposal:** A Proposer may withdraw its own proposal at any time prior to the proposal due date and time as identified herein. After that date and time, no proposal may withdraw its proposal for any reason. All proposals shall be valid for a period not less than 90 calendar days after the proposal due date.
  
8. **Proposal Submissions:** Proposals are to be submitted in sealed envelopes, identified with the proposal number and title, on the forms provided herein, with all attachments, **no later than 10:00 am local time on May 18, 2015** to:

Mr. Michael Varnet, CPA  
Chief Financial Officer  
Pikes Peak Library District  
1175 Chapel Hills Dr.  
Colorado Springs, CO 80920

A complete submission includes the signed original with all the attachments, and five (5) complete copies. Proposals delivered after that time will be received and read, but will be rejected for lateness.

**Additionally, the completed Bid Pricing Spreadsheet is to be returned to Mary Gulash via e-mail [mgulash@group3planners.com](mailto:mgulash@group3planners.com) no later than 10:00 am local time on Monday, May 18<sup>th</sup>, 2015.**

9. **Confidentiality:** All Materials submitted in response to this RFP become the property of the Pikes Peak Library District, upon delivery, and are to be appended to any formal documentation that would further define or expand any resulting contract.

Proposals are public information. If proprietary information is needed to support your proposal, it must be packaged separately and labeled "CONFIDENTIAL." Such labeled items will be returned at the end of the selection period.

C. **Selection:**

1. **Right of Acceptance and Rejection:** PPLD reserves the right to accept or reject any or all proposals and to waive any formalities, informalities, and deviations, which, in its opinion, best serve the interests of the PPLD.
2. **RFP Selection:** It is the intent of the PPLD to select only responsible and responsive companies. PPLD may select one or more companies, at its sole discretion. PPLD is not bound to accept the lowest priced proposal. Your proposal should include your most favorable terms and conditions.
3. **Negotiation:** Subsequent to the proposal due date, PPLD reserves the right to negotiate terms and conditions with vendors. PPLD reserves the right to negotiate modifications to a proposal with a single vendor without obligation to negotiate similar modifications with other vendors.

PPLD reserves the right to award its total requirements to one vendor or a portion of its requirements among as many vendors as PPLD may deem to be in its best interest. Negotiations may or may not be conducted with vendors. It is expected that your proposal will include your most favorable terms and conditions.

4. **Basis of Award:** An evaluation team will judge the merit of proposals received in accordance with the general criteria defined within this invitation. The recommendations of this committee will be forwarded to the Board of Trustees for approval and execution. The following criteria will be taken into

consideration when making evaluations of proposals. This list is not intended to be exhaustive:

- A. References
- B. Pricing
- C. Quality of Services and Warranty
- D. Any other items deemed in the best interests of PPLD.

**D. Contract Formation:**

1. **Agreement in Writing:** The successful candidate(s) will be required to enter into a written contract with PPLD that will include list of items, delivery schedule, installation, and warranty.

If, in PPLD's sole discretion, the selected proposer has not executed the contract documents within a reasonable time after selection, PPLD reserves the right to rescind the award and select another contractor.

2. **Amendments To Contract:** Parties hereto reserve the right to make amendments or modifications to the contract by written amendment signed by both parties. No amendment shall be effective unless approved by PPLD.
3. **Termination:** Either party may terminate the contract without cause by giving written notice thirty (30) days in advance of termination.

In the event of termination pursuant to this section, the sole compensation to the Contractor will be for any unpaid portion of services performed or delivered at the date of termination.

This agreement will automatically terminate on the occurrence of any of the following events: bankruptcy or insolvency of either party, sale of the business of either party, failure to comply with federal, state or local laws, regulations or requirements.

**E. General Project Information:**

1. If needed, prior to pre-determined delivery schedule, Vendor must be able to store items at their site; PPLD is unable to store items until installation. All furniture may be drop-shipped to the library based upon a pre-determined or pre-approved schedule. Vendor must still be at the site to receive, inspect and install any drop shipped furniture. Any unscheduled deliveries may be charged back to the bidder to cover unexpected costs and efforts.
2. Successful bidders will coordinate with Gulash Designs on the installation schedule. Please know this schedule can change and it will be very important to maintain

close communication with Mary Gulash in order to not have furniture delivered and installed prior to these dates. PPLD is not able to store any furniture while construction is under way; the vendor will need to be able to warehouse items until we can accept delivery.

3. PPLD is a member of The Cooperative Purchasing Network (aka "TCPN" tcpn.org); pricing can be determined considering this, or not, as the vendor sees appropriate and beneficial to PPLD.
4. **Attachments:** Electronic copy of Excel Spreadsheet, PDF of floor plan.

## **II. Proposal Requirements**

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

### **A. Company Background:**

Please include a brief company summary.

### **B. Experience and References:**

1. List of current and recent clients during the past five years. This should include the company name and size, type of services, and contact information. Include any information you consider adequate to the purpose of this RFP.
2. Provide a list of (at least) 3 companies for whom the firm has recently provided similar services, particularly governmental entities. Please include name and telephone number of contact person.

### **C. Pricing information**

1. Based on drawing set and specifications, please provide price information.
2. Each item type pricing must include delivery and installation for that item.
3. Clearly indicate any warranty information.

### **D. Quality Assurance**

Describe the company's philosophy for servicing a client and commitment to customer service and quality assurance.

**ADDENDUM A  
PIKES PEAK LIBRARY DISTRICT  
REQUEST FOR PROPOSAL FOR  
Furniture Package  
PROPOSAL COVER SHEET**

**I. GENERAL INFORMATION**

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

**II. STATEMENT OF MINIMUM QUALIFICATION**

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

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



The signer further certifies that (please initial):

- a. \_\_\_\_\_ The Company has carefully examined all instructions, requirements, specifications, and terms and conditions of the RFP for which this proposal is submitted. The company understands all instructions, requirements, specifications, and terms and conditions of the RFP, and hereby offers and proposes to furnish the goods and services described herein at the prices, fees, and/or rates identified in this proposal, in accordance with the instructions, requirements, specifications, and terms and conditions of the RFP.
- b. \_\_\_\_\_ This proposal is a valid and irrevocable offer that will not be revoked and shall remain open for the PPLD’s acceptance for a period of ninety (90) calendar days from the proposal due date.
- c. \_\_\_\_\_ The Company is in full compliance with all applicable federal, state, and local laws, rules, regulations, and ordinances governing business practices.
- d. \_\_\_\_\_ All statements, information, and representations prepared and submitted in this proposal are current, complete, true, and accurate.
- e. \_\_\_\_\_ Submission of this proposal indicates the signer’s acceptance of the evaluation technique and that some subjective judgments may be made by the PPLD as part of the evaluation.
- f. \_\_\_\_\_ The company has submitted evidence of:
  - Liability insurance
  - Workers compensation

Evidences of these all coverage, licenses, and insurances are attached.

- g. \_\_\_\_\_ There have been no claims, litigation, or other issues filed or pending against our company in the past 5 years except as listed below.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- j. \_\_\_\_\_ The Company is aware of Colorado’s Immigration / illegal alien laws pertaining to public contracts. Addendum D (Colorado Statutes 8-17.5 – 102) is signed and attached.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**ADDENDUM B**  
**PIKES PEAK LIBRARY DISTRICT**  
**REQUEST FOR PROPOSAL FOR**  
**Furniture Package**  
**CHECKLIST and QUESTIONNAIRE**

**A. COMPANY’S INFORMATION**

Please include a brief company summary.

**B. COMPANY’S EXPERIENCE and REFERENCES:**

Please attach:

1. List of current and recent clients during the past five years. This should include the company name and size, type of services, and contact information. Include any information you consider adequate to the purpose of this RFP.
2. Provide a list of 3 companies for whom the firm has recently provided similar products. Please include the name and telephone number of contact person.

**C. PRICING INFORMATION:**

1. Submit pricing by completing the attached Excel spreadsheet. **Return the spreadsheet in Excel Format, not as a PDF.**
2. Provide purchasing conditions and company bio.
3. **Any freight, delivery, installation cost must be included in each item.**

**D. QUALITY ASSURANCE:**

Using additional pages if needed, please describe the firm's philosophy for servicing a client and commitment to customer service and quality assurance.

Please use additional pages to provide any other information that you feel should be considered in the selection process.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**ADDENDUM C  
PIKES PEAK LIBRARY DISTRICT  
REQUEST FOR PROPOSAL FOR  
Furniture Package  
IMMIGRATION CLAUSE FOR CONTRACTS**

*Pursuant to Colorado Revised Statutes Section 8-17.5-102, the Pikes Peak Library District (“PPLD”) shall not enter into or renew a public contract for services with a contractor who knowingly employs or contracts with an illegal alien to perform work under the contract or who knowingly contracts with a subcontractor who knowingly employs or contracts with an illegal alien to perform work under the contract.*

*Accordingly, Contractor agrees that it shall not:*

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

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

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

Contractor has verified or attempted to verify through participation in the Basic Pilot Employment Verification Program (the “Basic Pilot program”) of the U.S. Department of Homeland Security that Contractor does not employ any illegal aliens and, if Contractor is not accepted into the Basic Pilot Program prior to entering into this Agreement, that Contractor shall apply to participate in the Basic Pilot Program every three months until Contractor is accepted or the services under this Agreement have been completed, whichever is earlier. This requirement shall terminate if the Basic Pilot Program is discontinued.

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

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

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

Terminate the subcontract with the subcontractor if within three days of receiving the notice pursuant to Paragraph 1(b)(iii)(1) the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that the Department may undertake pursuant to its authority under Colorado Revised Statutes Section 8-17.5-102(5).

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title