



SALIDA SCHOOL DISTRICT R-32-J

BOARD OF EDUCATION

Jodi Breckenridge Petit, President
Mandy Paschall, Vice-President; Ben Hill, Treasurer
Directors: Karen Lundberg, Tiffany Rhodes, Jenn Schuchman

David Blackburn, Superintendent

REQUEST FOR QUALIFICATIONS/PROPOSAL (RFQ/P) FOR SALIDA HIGH SCHOOL TRACK RESURFACING

Salida School District R-32-J

627 Oak Street
Salida, CO 81201

PROPOSAL DUE DATE/DELIVERY REQUIREMENTS

Deliver one (1) PDF copy of your completed proposal via email to:

David Blackburn, Superintendent
c/o Sean Clark
Salida School District R-32-J
sclark@salidaschools.org
(719) 530-5449

**TO BE CONSIDERED, PROPOSALS MUST BE RECEIVED AT THE ELECTRONIC ADDRESS ABOVE
NO LATER THAN 8:00 AM FEBRUARY 11TH.**

LATE PROPOSALS WILL NOT BE ACCEPTED.

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I. PROPOSAL ADMINISTRATION

A. Proposal Schedule

RFQ/P Available	1/16/26
Pre-bid meeting/Site Visit	Schedule with Facility Manager sclark@salidaschools.org
RFQ/P Inquiries Deadline	2/2/26 @8AM
RFQ/P Inquiries Responses Deadline	2/6/26 @12PM
RFQ/P Responses due	2/11/26 @8AM
Candidate Notified of Selection	2/19/26 @12PM
Contract Negotiations	Complete By 3/1/26
Notice to Proceed Given to Successful Firm	3/11/26
Project Estimated Final Completion*	7/15/26

*Date may be modified during negotiations.

B. Inquiries

Candidates may make written inquiries concerning this RFQ/P and to obtain clarification of requirements by emailing Sean Clark, Facility Manager at sclark@salidaschools.org and copying the Salida School District R-32-J representative, Dr. David Blackburn, at dblackburn@salidaschools.org. Inquiries must be clearly marked with "Salida Track Resurface RFQ/P Inquiry". **Inquiries made in person or by telephone will not be accepted or answered.** As email delivery issues can occur from time to time, Salida School District R-32-J strongly recommends that Candidates submitting inquiries electronically send a separate email to request Salida School District R-32-J confirmation of receipt of the electronic inquiry.

No inquiries will be accepted after the clarification deadline as indicated in the project schedule.

All Candidate inquiries will be responded to at the same time, which will be after the "RFQ/P Inquiries Deadline". Responses to clarification will be made available by email to all Candidates who requested the RFQ/P. Candidates should not rely on any other statements, either written or oral, that alter any instruction or other term or condition of the RFQ/P during the open solicitation period. Other than the Salida School District R-32-J representative listed above or as otherwise provided in this RFQ/P, Candidates should not contact any team members or any individual associated with the Salida School District R-32-J regarding this RFQ/P or this Project.

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II. Background

A. District Background

The Salida School District R-32-J (hereinafter referred to as “District”) is located in Salida, Colorado, in the Upper Arkansas Valley and serves the communities of Salida, Poncha Springs, and Howard. The District’s current enrollment is approximately 1,300 pupils. The District has maintained a strategic plan with frequent community check-ins. That plan has guided the Board of Education (“Board”) in setting strategic priorities. The District has been named a District of Distinction and in the top 5% of Colorado school districts for over a decade. The District has won countless other recognitions, such as a Colorado Succeeds award. The District successfully led the community through an annexation ballot measure to bring in a new Colorado Mountain College campus to serve the greater Salida community. The District has countless celebrations to communicate out to stakeholders.

B. Project Description

The District is looking for a qualified contractor to design and install a new track surface to the current degrading surface. The project should consider color schemes and all needed paint as per CHSSA regulations.

C. Description of the Work

The work generally includes providing professional design the track resurfacing, including but not limited to a detailed list of approved materials and manufacturer specifications for the District's review and approval before installation begins. In addition, District staff will review compliance with relevant industry standards and CHSSA regulations, including, evaluation of and recommendations for the District’s purchase of high quality materials sold by reputable manufacturers offering reasonable product warranties. The project cannot begin prior to graduation. The contractor is responsible for preparing the site, including and safety fencing; installing track design; and conducting a post-construction inspection to verify that the installation strictly followed the design specifications and engineered shop drawings (“Work”).

III. RFQ/P OBJECTIVE

The purpose of this RFQ/P is to solicit a qualified individual or entity who can (1) perform the work specified in Section II above; (2) perform all permitting and construction services necessary to complete the Work as specified in Section II above; (3) provide all labor, material, equipment, and supervision required to perform the Work; and (4) provide all signage and required barricades for the construction zone. The successful Candidate shall coordinate its Work with the schedules and work on the Project.

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IV. SUBMITTAL REQUIREMENTS

A. Examination of Site

Each Candidate and other interested persons must examine the project site to become well and fully informed as to the materials, equipment and the character of the Work required and the relations of all the particular parts of the Work. Each Candidate shall have the opportunity to visit the site of the Work on the date set forth in the Proposal Schedule, Section I to thoroughly inform themselves relative to construction hazards and procedure, labor and all other conditions and factors, local and otherwise, which would affect the prosecution and completion of the Work and the cost thereof, including arrangement and conditions of existing structures affection or which are affected by the proposed Work, the availability and cost of labor, and facilities for transportation, handling and storage of materials and/or equipment. There will be no subsequent financial adjustment, to any contract awarded thereunder, which is based on the lack of such prior information, misunderstanding of materials and/or equipment to be furnished, Work to be done, site restrictions and/or hazards or any other similar categorical items and their effect on the cost of the Work. It must be mutually understood and agreed that all such factors have been properly investigated and considered in the preparation of every proposal submitted and carries with it an agreement to this end.

B. Form of Response

Candidates shall format their responses to include the items specifically requested below. Please be thorough in addressing the items but note that the District is also looking for a team member that can communicate effectively and efficiently. Please organize your submittal using the section numbers and names below; submittals shall not exceed five (5) pages. **No fees shall be included in the RFQ/P Submittal. Candidate shall submit a separate fee proposal in a separate sealed envelope with the response to this RFQ/P as set forth in Section V of this RFQ/P.**

The District will judge the merit of proposals received in accordance with the criteria described below:

I. General Firm Information Cover Letter:

- a. Firm name, mailing address, email address, and phone.
- b. Contact person/authorized representative.
- c. Brief history/profile of the firm; please note whether your firm is a local contractor as defined in District Policy DJF.

II. Representative Experience:

- a. List any project for which similar services have been provided. Include project name, contact information, start and completion dates of work and other pertinent information.
- b. Please provide letters of reference and contact information from up to three (3) projects that the proposed team members have worked on, focusing on projects in the last five (5) years that have similarities to this Project.

III. Technical Competence:

- a. Identify the specific team members from your firm that will be assigned to this project and a statement of whether you will commit these team members to the project through completion.
- b. Provide resumes of key team members, including lead designer and project manager to be assigned to this Project.

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IV. Capability to Perform:

- a. Describe your approach to working with the District and in the location of the project, in terms of managing the work in consideration of the student academic calendar.

V. Contract Requirements:

- a. Candidate must provide evidence of insurance coverage as required for this Project.
- b. If Candidate cannot currently satisfy any insurance requirements of the Contract as referenced in Section IX., B. hereinbelow, then Candidate's response to this RFQ/P shall clearly identify the reasons Candidate cannot furnish such coverage or the Candidate's objections to the coverage requirements.
- c. Candidate must provide responses to any terms of the Contract Candidate will not accept or to which Candidate would propose modifications.

Failure of the Candidate to provide any information requested in the RFQ/P may result in the disqualification of the submitted response. The District reserves the right to select any or reject any and all submissions in its best interest. The District also reserves the enumerated rights set forth in Section VI. A below.

V. FEE PROPOSAL

Each Candidate shall submit a fee proposal with the RFQ/P Response. Pricing shall not be included within the RFQ/P response and Candidates **shall not** reference pricing within their proposal. As required for the RFQ/P Response, the fee proposal shall be separately emailed to the District representative identified above at the time of submission of the RFQ/P Response. Failure to provide a fee proposal that addresses each of the items listed below may result in disqualification from the RFQ/P process. Failure to provide each of the items listed below may result in a reduction of the fee proposal score or may be disqualified from consideration.

Detailed fee proposals shall be itemized providing for each of the following:

- Lump sum fee or lump sum as percentage of estimated cost for the Work if not yet defined
- List of subcontractors
- Confirmation that all scope items from the original RFQ/P will be addressed
- Concept drawing for finished track resurfacing, including paint colors, track lanes, and track transition zones.
- # of hours anticipated
- # of personnel anticipated
- Hourly rates for all of Candidate's personnel involved in the project
- Insurance meeting or exceeding that described in Section IX., B. hereinbelow
- Percentage of Work to be self-performed
- Lump sum cost or hourly rates and # of personnel of Candidate or manufacturer and all reimbursable expenses not included in lump sum cost or hourly rate anticipated to provide training on wall maintenance and basic operations to District staff
- Inclusion of annual servicing or maintenance services and certification of the structure
- Other resources
- Any exclusions with explanations

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- Number of site visits anticipated to complete the Work

Pricing quoted by a Candidate shall include all fees, costs and expenses, including, but not limited to: additional engineering, permitting, design, labor costs, supervision, materials, travel expenses, administrative costs, copies, collating costs, faxes, mileage charges, supplies, mailing charges, communications, data compilation, analysis, reporting and delivery charges, taxes or any other costs, incidental or otherwise, for completion of the project unless otherwise indicated in the RFQ/P. Estimated proposal prices are not acceptable. Proposal prices will be considered a Candidate's best and final offer, unless otherwise stated in the RFQ/P. All of the proposal contents and fees must be guaranteed for ninety (90) days from the proposal date. The proposal price will be considered in determining the successful Candidate.

VI. PROPOSAL REQUIREMENTS

A. Reservation of Rights

The District reserves the right to:

- a. select any or reject any and all proposals received as a result of this RFQ/P;
- b. pre-qualify any or all Candidates or reject any or all Candidates as unqualified;
- c. request clarification(s) of the Candidate's proposal;
- d. reject any or all nonconforming, nonresponsive, unbalanced, or conditional, qualifications;
- e. re-solicit, waive all informalities not involving price, time, or changes in the work, and to negotiate contract terms with the apparent successful proposer;
- f. engage the successful Candidate for future studies and/or reports related to the scope of work set forth in this RFQ/P based upon future needs as determined by the District;
- g. withhold the award of contract; and
- h. select the Candidate it deems to be most qualified to fulfill the needs of the District. The lowest priced response will not necessarily be the one most qualified, since a number of factors other than price are important in the determination of the most acceptable response.

B. No Responsibility for Costs Incurred

The District is not responsible for the Candidate's cost incurred in preparation of this proposal.

C. No Variance

By attaching its signature to its proposal, the Candidate shall agree to comply with all of the conditions, requirements and instructions of this RFQ/P as stated or implied herein. Should the District omit anything from this document, which is necessary to a clear understanding of the work, or should it appear that various instructions are in conflict, the vendor shall inquire and secure written instructions from the District representative by the written inquiry deadline set forth in the schedule for this RFQ/P.

D. Award

As described within the RFQ/P, the District will review offers submitted and make a recommendation for award. This selection will be for award to the responsible Candidate(s) whose proposal is determined to be most advantageous to the District, in the District's sole discretion.

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E. Modifications to this RFQ/P by District

This RFQ/P may be modified only in a writing signed by the District. Modifications to the bidding documents will be issued to the Candidate via email as addenda to the drawings and specifications and will become part of the Contract Documents. The District is not responsible and does not authorize oral clarifications.

F. Modifications and Withdrawal of Bids

RFQ/P responses may be modified or withdrawn prior to the RFQ/P Response Deadline set forth in the above Schedule. A proposal submitted in response to this RFQ/P shall constitute a binding offer. A submission in response to this RFQ/P acknowledges acceptance by the vendor of all terms and conditions including compensation, as set forth herein. A Candidate shall identify clearly and thoroughly any variation between its proposal and the District's RFQ/P requirements. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFQ/P. Please note: if you do offer suggested modifications, the decision to reject, accept or further negotiate requested changes will be at the District's sole discretion.

VII. SUBMITTAL REVIEW & SELECTION PROCESS

The proposals will be opened and reviewed on FEBRUARY 11th at 12:30 PM at the Central Office (627 Oak St) by the District's Superintendent, Salida Middle School Principal, Salida Middle School Health Teacher, and the District's Facility Manager, who will review and score proposals received in accordance with the following criteria described:

- Local Contractor – Whether the Candidate is a “local” contractor as the term is defined in Policy DJF.
- Completeness of proposal and overall responsiveness to RFQ/P – How complete and concise was the RFQ/P submittal? Was the RFQ/P response well organized, with complete information responding to all of the submittal criteria?
- Qualifications and experience of the facilitator providing the Work – Candidate has provided a comprehensive and insightful experience and qualifications package which highlighted key personnel in addition to other items as stated.
- Quality of references – Candidate has provided a comprehensive project list with contact information for projects completed over the last five (5) years.

The District may invite Candidates to participate in personal interviews. The invitation will explain the interview requirements and provide the time and location. The purpose of the interview is to ensure a full understanding of the RFQ/P responses and to introduce key members of the District's and Candidate's teams. Interviews, if conducted, will be scheduled after review of the proposals. Inability or refusal of a Candidate to participate in a personal interview may result in elimination of that Candidate from further consideration.

The Superintendent, Principal, Health Teacher, and Facility Manager will determine which candidate to recommend to the Board as the apparent winner based on their RFQ/P submittal score and interview score (if applicable) in consideration with the Fee Proposals. The Fee Proposals will be evaluated and scored after all other scores have been finalized. The apparent winner will then be recommended to the Board of Education. A notice to proceed will be issued by the Board of Education upon receipt of a signed contract from the successful Candidate.

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Proposals will not be returned and become the property of the District once submitted, which could be publicly shared. By submitting a proposal all Candidates agree to the terms and conditions of this RFQ/P and the RFQ/P will become part of the awarded Candidate's contract.

VIII. TERMS & CONDITIONS

A. Award of Contract

A contract must be completed and signed by all parties concerned. In the event the parties are unable to enter into a contract, the District may elect to cancel the award and make the award to the next most responsible Candidate. Depending on the final scope of services as determined by the District, it may be necessary to receive Board of Education approval prior to issuance by the District of a purchase order to the successful Candidate or execution of a contract with the successful Candidate. The District will make efforts to obtain Board approval as soon as reasonably possible.

B. Contract Requirements

The contract awarded to the successful candidate (hereinafter referred to as the "Contract") shall include the provisions specified hereinbelow. Questions, comments, or concerns with these sample, provisional contract terms and conditions ***must be submitted with the RFQ/P response. IF YOU OR YOUR COMPANY NORMALLY SEEKS LEGAL REVIEW OF CONTRACT TERMS, THIS PROCESS SHOULD OCCUR PRIOR TO SUBMISSION OF THE RFQ/P AND YOUR RESPONSE MUST IDENTIFY ANY TERM OR CONDITION YOU ARE QUESTIONING AND HOW YOU WOULD SUGGEST IT BE RESOLVED.*** Absent any such response, the District will assume the Candidate's full acceptance of the specified contract terms and conditions. Requested exceptions to the contract, or alternative language suggested, will be treated as a "counter-offer." The willingness and/or ability of the District to accept or negotiate such suggested changes will be considered on a case-by-case basis. Candidates should note that if modifications are suggested, then the decision to reject, accept, or further negotiate requested changes will be at the District's sole discretion.

1. **Certificates of Insurance.** Candidate shall submit certificates of insurance of the following required coverages to the District before starting work. Insurance certificates must show coverage of all insurance requirements, must contain an endorsement naming the District, the District's officers, board members and employees as additional insureds. All coverages required herein shall be continuously maintained through the Term of this Agreement, including any warranty periods, to cover all liability, claims, demands, and other obligations assumed by Candidate pursuant to Section 9(a) of this Agreement. If the expiration date of the insurance certificate is prior to final completion, the Candidate shall provide a new certificate of insurance prior to thirty (30) days from the expiration of the current policy. In case of any claims made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Such coverages shall be procured and maintained with forms and insurers acceptable to the District. Receipt, review or acceptance by the District of any insurance policies or certificates of insurance required by this Agreement shall not be construed as a waiver or relieve the Candidate from its obligation to meet the insurance requirements. Candidate shall require that all of its agents and subcontractor also comply with these insurance requirements. Any and all deductibles or self-insured retentions contained in

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any insurance policy shall be assumed by and at the sole risk of Candidate. Notwithstanding any other provision of this Agreement, failure on the part of Candidate to procure or maintain policies providing the coverages required above, conditions, and minimum limits shall constitute a material breach of this Agreement for which the District may immediately terminate this Agreement or, at its discretion, the District may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all money so paid by the District shall be repaid by the Candidate to the District upon demand, or the District may offset the cost of the premiums against any money due to the Candidate from the District. The following coverages are required:

- a) **Workers Compensation Insurance** shall be maintained to comply with Colorado statutory provisions, including any required flow down, occupational disease provisions for all employees to comply with Colorado statutory requirements, and employer's liability, which must have limits of at least: \$100,000 per accident, \$100,000 disease, each employee and \$500,000 accident/disease policy limit. Such policy shall contain a waiver of subrogation in favor of the District. The Candidate shall also require each subcontractor to furnish workers' compensation insurance, including occupational disease provisions for all of the latter's employees, and to the extent not furnished, the Candidate accepts full liability and responsibility for subcontractors' employees.
- b) **Professional Liability Insurance** shall be maintained with coverage limits for each occurrence or claim of \$2,000,000, if professional services are provided under this Agreement.
- c) **Comprehensive General Liability Insurance** shall be maintained to protect the Candidate from all claims for bodily injury, including death and all claims for destruction of or damage to property, including loss of use therefrom, arising out of or in connection with any operations under this Agreement, whether such operations be by the Candidate or by any subcontractor under it or anyone directly or indirectly employed by the Candidate or by a subcontractor. All such insurance shall be written with limits and coverages as specified below and shall be written on an occurrence form:

General Aggregate	\$2,000,000
Products - Completed Operations Aggregate	\$2,000,000
Each Occurrence	\$1,000,000
Personal Injury	\$1,000,000

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This policy shall be primary insurance, and any insurance carried by the District, its officers, or its employees, or carried by or provided through any insurance pool of the District, shall be excess and not contributory insurance to that provided by the Candidate.

- d) **Comprehensive Automobile Liability Insurance** shall be maintained including coverage for liability arising out of any auto (including owned, hired, and non-owned autos), and including coverage for all power mobile equipment used by the Candidate on District property, with a combined single limit of \$1,000,000/person, \$1,000,000/accident, and \$1,000,000/property damage. Such insurance shall include a waiver of subrogation in favor of the District. This policy shall be primary insurance, and any insurance carried by the District, its officers, or its employees, or carried by or provided through any insurance pool of the District, shall be excess and not contributory insurance to that provided by the Candidate.

2. **Warranties.** The Candidate warrants that the Services or Work shall be performed in a good and workmanlike manner and shall be suitable and fit for the purposes for which they are intended. All materials and workmanship are guaranteed to be free of defects for two (2) years from the date of beneficial use or eighteen (18) months after materials are delivered and/or workmanship has been completed, whichever comes first, unless otherwise specified herein. All manufacturer warranties shall be effectively assigned to the District. Contractor shall provide a comprehensive operations and maintenance manual, including manufacturer recommendations for ongoing equipment care and replacement schedules. Neither the final estimate or payment, nor any provision in this Agreement shall relieve Candidate of responsibility for faulty materials or workmanship and, unless otherwise specified, Candidate shall remedy any defects due thereto and pay for any damage to other property resulting therefrom, which appear within the periods specified herein. Complete maintenance/warranty data are to be submitted to the District for review at the completion of the Services or Work and prior to final settlement. These warranties shall be in addition to and not in lieu of all other remedies available to the District.

3. **General Provisions:**

- a. **Indemnity and Hold Harmless.** The Candidate shall indemnify, hold harmless, and defend the District, including but not limited to its employees, agents, board members, officers, and representatives, from and against any and all claims, damages, losses, demands, actions, debts, liabilities, and expenses, including attorney's fees incurred, arising out of, claimed on account of, or in any manner predicated on the performance of the Services or Work provided that any such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the work performed and including the loss of use resulting therefrom, and only to the extent that it is proximately caused in whole or in part by any negligent or intentional act or omission or breach of contract of Candidate, any sub-consultant, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable.

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- b. **Licenses, Taxes, Permits, and Fees.** The Candidate shall obtain, at its own expense, all licenses and permits and pay all applicable taxes and fees, in the execution of the terms of this Agreement, including but not limited to excise tax, federal and state and local income taxes, payroll and withholding taxes, unemployment taxes, and worker's compensation payments for its employees, and shall indemnify and hold the District harmless for all claims arising under such taxes and fees.
- c. **Compliance with Law and District Policy.** Candidate shall abide by all laws, ordinances, rules, regulations, and orders of all governmental agencies or authorities having jurisdiction over the Services or Work, including without limitation those applicable provisions of the Occupational Safety and Health Administration ("OSHA"). Candidate shall abide by all District policies and procedures, including without limitation, those related to the prohibited use and/or possession of alcohol, tobacco or firearms on District grounds. Candidate shall at all times strictly enforce this prohibition among its own employees, agents or subcontractors and their employees, agents or subcontractors.
- d. **Safety, Health and Accident Reports.** The safety and health of Candidate, Candidate's employees and agents brought on District property, will be the sole responsibility of Candidate. The Candidate shall also take all necessary precautions to protect all property at the location where Services or Work will be provided as well as the property adjacent thereto not designated for removal, relocation or replacement, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities. Candidate will comply with all local, state, and federal environmental, health and safety requirements, including those relating to the transportation, use and handling of hazardous material. The Candidate shall take all necessary precautions to ensure the safety of all employees and other persons who may be affected by the Candidate's Services or Work. Candidate will report all accidents, injury-inducing occurrences or property damage arising from the performance of Services or Work as soon as reasonably practical. District will have the right to receive, at its request, copies of any reports filed with Candidate's insurer or others.
- e. **Termination.** If the Candidate fails to finally complete the Work and to have removed all equipment and materials from the property by TBD, then the Candidate shall be in material breach of this Agreement. In consequence thereof, the District may terminate this Agreement it determines, in its sole discretion, that a termination is in the District's best interests. The District may then proceed, in its sole discretion, to contract with its demolition contractor to have the remainder of or all existing materials of the auto mechanic building removed from the property and disposed of appropriately. The Candidate will not be reimbursed for any amounts paid in furtherance of the Agreement through the date of termination.

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4. **No Conflict of Interest.** The Candidate agrees that at the time of execution of this Agreement Candidate has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the Services or Work. The Candidate further covenants that, in the performance of the Agreement, the Candidate shall not employ any person having any such known interests.

C. **Failure to Enter into Contract**

If the successful candidate fails to enter into a contract with the District in the form prescribed within ten (10) calendar days after the date that the District offers a contract, then the successful candidate will forfeit, and the District may proceed with another candidate deemed to be in the best interests of the District.

D. **Publicity**

Candidates shall request prior written approval from the District prior to publishing any news releases or publicity promoting or otherwise pertaining to Candidate's involvement or participation in this RFQ/P or any resulting contract negotiations with the District. Failure to obtain the District's approval prior to such publication may result in the Candidate's disqualification from the RFQ/P process or cancellation of the award.

[END OF DOCUMENT.]