



REQUEST FOR PROPOSAL (RFP)

Project:

On Call HVAC Mechanical Services

Closing Date:

April 15, 2024 @ 2:00PM MST

Issued by:

**School District 27J
1850 Egbert St., Suite 140
Brighton, CO 80601
March 29, 2024**



Date of RFP: March 29, 2024

Subject: Request for Proposal, On-Call HVAC Mechanical Services

Enclosures: (1) Vendor Acknowledgement
(2) Instruction to Proposers
(3) Scope of Work
(4) Exhibit “A” Proposal Form with Pricing

To: All prospective proposers:

Enclosed, please find this solicitation for a Request for Proposal (RFP) to provide 27J Schools (“The District”) for on-call HVAC mechanical services described in the Scope of Work. Unless otherwise noted, Proposers must include all of the requirements stated within this request. Proposers must be able to commit the resources necessary to provide the services requested in a timely manner and conform to all material aspects of the Scope of Work enclosed.

To be considered valid in the selection process, all proposals must follow the critical dates, as set forth below:

Critical Dates:

1) **RFP Issue Date-** March 29, 2024

2) **Questions Due Date-** April 5, 2024 at 2:00 PM, Local Time. Responses to questions will be provided in writing to all prospective proposers. All questions are to be emailed to Leslie Baca at Lbaca@sd27j.net. The District will only respond to emailed questions.

3) **Proposal Due Date-** Proposals must be sent electronically as directed in this solicitation and received on or before, April 15, 2024 at 2:00PM, MST. Proposals received after this time will not be considered and individual extensions to the due date will not be granted. The District will only accept an e-mail response to this Request for Proposal. You are responsible to address the email to Lbaca@sd27j.net .

Please put in the Subject Line: On-Call HVAC Mechanical Services

NOTE: THERE WILL NOT BE A BID OPENING ON THE PROJECT.

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

Please be advised that the award of any agreement is based upon the content of the proposal. Organized, succinct and straight forward submissions are appreciated. There is no need to go to excessive costs in preparing elaborate packaging. Prior to a formal award, all contract terms and



conditions must be agreed upon by all parties. Please address any inquiries to the following:
Lbaca@sd27j.net .



VENDOR ACKNOWLEDGEMENT

Purpose: The purpose of this RFP is to provide School District 27J a proposal for services described in the Scope of Work and the Agreement.

Date: March 29, 2024

Proposal title: On-Call HVAC Mechanical Services

Questions will be received until: April 5, 2024 @ 2:00P.M. MST

Proposals will be received until: April 15, 2024 @ 2:00 P.M. MST

For additional information please contact: Leslie Baca
Construction Specialist
720.685.7664
Lbaca@sd27j.net

Documents included in this package: Vendor Acknowledgement
Instruction to Proposers
Scope of Work
Exhibit: "A"

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the Vendor, (2) he/she has read all terms and conditions, technical specifications and all other Contract Documents which were made available in conjunction with this Solicitation and fully understands and accepts them, (3) that the offer is being submitted on behalf of the Vendor in accordance with any terms and conditions set forth in this document, and (4) that the Vendor will accept any awards made to it as a result of the offer submitted herein for a minimum of ninety (90) calendar days following the date of submission.

VENDOR PRINT OR TYPE YOUR INFORMATION

(Include this form in your proposal)

Name of Company: _____ Fax: _____

Address: _____ City/State: _____ Zip: _____

Contact Person: _____ Title: _____ Phone: _____

Authorized Representative's Signature: _____ Phone: _____

Printed Name: _____ Title: _____ Date: _____

Email Address: _____ Approved by: _____ Date: _____

INSTRUCTIONS TO PROPOSERS

1. TERMS/DEFINITIONS:

The term (“District”, or “Owner”) throughout this Request for Proposal refers to School District 27J. The term (“Bidder”, “Contractor” “Proposer”, or “Vendor”) hereby refers to the person or company that submits a proposal in response to this Solicitation. The term (“Bid”, or “Offer” or “Proposal”) is a written response to provide Goods and/or Services in response to this Solicitation. (“Closing”) is hereby defined as the specified date and time, or the deadline for bid submission.

2. BACKGROUND:

School District 27J, or 27J Schools is a Colorado Public School District that encompasses several jurisdictions including; Aurora, Brighton, Broomfield, Commerce City, Thornton, and Lochbuie covering approximately 215 sq. miles northeast of Denver, CO. The District continues to grow and currently serves the following schools:

- 14 Elementary Schools
- 5 Middle Schools
- 3 High Schools
- 1 Alternative School
- 6 Charter Schools

27J Schools educates over 20,000 students with the mission to **empower every student today to take control of their future tomorrow.**

3. CONTENTS OF PROPOSAL:

A. General Conditions. Vendors are required to submit their Proposals in accordance with the following expressed conditions:

1. Vendors shall make all investigations necessary to thoroughly inform themselves regarding the project. No plea of ignorance by the Vendor of conditions that exist or that may hereafter exist as a result of failure to fulfill the requirements of the contract documents will be accepted as the basis for varying the requirements of the District or the compensation to the Vendor.
2. Vendors are advised that all District contracts are subject to all legal requirements, the District policies and procedures, and state and federal statutes. When conflicts between the Solicitation and these legal documents occur, the highest authority will prevail.
3. Vendors are required to state exactly what they intend to furnish to the District via this Solicitation and must indicate any variances to the terms, conditions, and specifications of this Solicitation no matter how slight. If variations are not stated in the Vendor’s

Offer, it shall be construed that the Vendor's Offer fully complies with all conditions identified in this Solicitation.

4. All Offers and other materials submitted in response to this Solicitation shall become the property of School District 27J.
5. Open Records. The Vendor understands that all material provided or produced under this Agreement may be subject to the Colorado Open Records Act, § 24-72-201, et seq., C.R.S., and that in the event of a request to the District for disclosure of such information, the District shall make a reasonable effort to advise the Vendor of such request in a timely order to give the Vendor the opportunity to object to the disclosure of any of its proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, the District will tender all such material to the court for judicial determination of the issue of disclosure and the Vendor agrees to intervene in such lawsuit to protect and assert its claims of privilege and against disclosure of such material or waive the same. The Vendor further agrees to defend, indemnify and save and hold harmless the District, its officers, agents and employees, from any claims, damages, expenses, losses or costs arising out of the Vendor's intervention to protect and assert its claim of privilege against disclosure under this Article including, but not limited to, prompt reimbursement to the District of all reasonable attorney fees, costs and damages that the District may incur directly or may be ordered to pay by such court.

B. Clarification and Modifications in Terms and Conditions

1. If any Vendor contemplating submitting a Proposal under this Solicitation is in doubt as to the true meaning of the scope of work, the Vendor must submit a **written request** for clarification to the District's specified contact person. The Vendor submitting the request shall be responsible for ensuring that the request is received by the District in accordance with the Solicitation Schedule.

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

The District shall issue a written addendum for substantial changes which impact the technical submission of Offers. Such addenda shall be emailed to all Vendors that have notified the District of their intent to submit on this project, the School District's Website at <https://www.sd27j.org/Domain/32> and click on the Current Bids, RFQ/P's Notices Information link or on Rocky Mountain BidNet. The Vendor shall certify its acknowledgment of the addendum by signing or noting the addendum and returning it with its Proposal. In the event of conflict with the original contract documents, addenda shall govern over all Contract Documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

C. Prices Contained in Proposal

1. The District is exempt from paying taxes in most municipalities. Notwithstanding, Vendors should be aware of the fact that all materials and supplies which are purchased directly by the Vendor in conjunction with this contract will be subject to applicable state and local sales taxes and these taxes shall be borne by the Vendor.
2. The Vendor, by affixing its signature in response to this Solicitation, certifies that the Proposal is made without previous understanding, agreement, or connection either with any persons, firms or corporations making a Proposal for the same items, or with the District. The Vendor also certifies that its Proposal is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. To ensure integrity of the District's public procurement process, all Vendors are hereby placed on notice that any and all Vendors who falsify the certifications required in conjunction with this section will be prosecuted to the fullest extent of the law.

D. Qualification of Vendor. Vendor shall be prepared, if so requested by 27J, to present evidence of their experience, qualifications and financial ability to carry out the scope of services.

4. SOLICITATION: The following activities outline the process to be used to solicit vendor responses and to evaluate each proposal.

Solicitation Schedule:

| | |
|-----------------------------------|-------------------------------|
| Distribute Request for Proposal | March 29, 2024 |
| Deadline for Submitting Questions | April 5, 2024 at 2:00 PM MST |
| Proposal Due Date Deadline | April 15, 2024 at 2:00 PM MST |
| Award Contract | TBD |

SCOPE OF PROPOSAL

SCOPE OF SERVICES

GENERAL SPECIFICATIONS

Typical services performed under this contract may include new installation, scheduled repair services, general maintenance, testing, replacement, and emergency repairs of HVAC equipment. The contractor's scope of services are currently envisioned to include, but not limited, to the following systems: boilers; chillers; fan coil units; air handling equipment; heating and cooling coils; heating and cooling pumps; heating and chilled water valves; duct work; control valves; VAV boxes; DX systems and split systems; dampers and louvers; exhaust systems, such as hoods fume hoods, fans and motors; condensate drain systems; air compressors, both lab and control air; heating and cooling piping systems; VFDs; motor controls; wiring; and power supplies.

Services will include all work efforts necessary to complete a project including parts, equipment, labor, materials, and lifts to repair or replace mechanical issues at any and all District locations, to original design specifications or conditions acceptable to the District. The Contractor(s) will perform all required administration, management, and quality assurance to ensure proper execution of maintenance & repair projects. All work performed shall be coordinated with the District's Construction Senior Project Manager and/or Facilities Director or Designated Representative personnel as applicable to the location of the work.

This specification is being offered to qualify and select a Contractor(s) to furnish all necessary permits, labor, equipment, materials, supervision, tools, services and all related incidentals required to perform all work necessary; including but not limited to, maintenance, repair, and/or emergency repair services of a wide range of projects for the District, and possibly throughout the District. The requirements outlined herein are intended as an aid to acquaint Responders with what could be required to execute the work on this contract. These specifications will serve as the source documents for services for the term of the Contract.

The services and/or materials intended to be provided under this specification are based upon the future needs of the District and are pending allocation of funds and approval of award by the District. The District reserves the right to authorize/order services and/or materials as may be required during the Contract period and, reserves the right to not authorize/order any services and/or materials.

The District may require "project quotes" for any and all work required under this contract at its sole discretion to any and all awarded vendors. The District reserves the right to award the task/project to the Contractor(s) offering the most favorable quote (as determined by the

District). It is important to note that the most favorable quote may not be the one offering the lowest price. The District may evaluate the quote based on several factors which may include the starting and completion dates provided by the Contractor(s) with their quote for that task/project and the subsequent effect this will have on the task/project.

The Service Contractor Company shall maintain a field office and/or warehouse that is within thirty (30) miles of each of the facilities to be serviced under this RFP.

For non-emergency work, the Contractor(s) must physically report to the work site within one (1) week of written notification from the District's Construction Senior Project Manager or Facilities Director or Designated Representative, hereinafter Project Manager (PM), to complete a written quotation based on the contract pricing of the work to be performed. The PM shall review the written quotation of work to be performed and determine that the work specified aligns with the work that is needed to be completed. All materials and sources of supply incorporated in the work must be approved by the PM prior to work on each job. Materials incorporated in the work that have not received prior approval by the PM shall be at the Contractor's expense and not paid for by the District. Included in the quote shall be estimated labor, equipment and material cost(s), a brief description of the work to be completed, and the project location. Written quotations may be e-mailed to the PM.

If the Contractor(s) foresees that the cost will exceed the original estimate in the quotation, the PM must be notified for approval prior to proceeding with any additional work. The District shall not pay for additional work that the Contractor performs without the District's approval.

Due to certain locations within the District, employees must have the ability to pass a background check and work unsupervised.

Guarantee – when applicable the contractor shall furnish a two-year guarantee of workmanship and materials, dating from the time of acceptance of the project and shall make good any defects which may occur during that period. If any special guarantees in excess of the one-year period are specified by the manufacturer, these guarantees shall take precedence over the one-year period guarantee. Upon completion of work, and before final payment or release of retainage, submit, and obtain from each subcontractor, material supplier and equipment manufacture general warranties.

Under this Contract, the contractor shall specify at least (1) individual as Project Manager and (1) individual as on-site Field Superintendents. These individuals shall be direct employees of the Contractor. The assigned Project Manager for a particular Task Order shall be involved on a continual basis from the selection through project completion. The Project Manager shall be responsible for the overall management of the Contractor's team assigned to the Task Order and the completion of the project. The Field Superintendent shall be 100% on-site once the project commences at any time work is being performed on-site unless otherwise discussed and approved by the District's Project Manager. The Field Superintendent shall be responsible for the direct supervision of the trade contractors, daily coordination of the work on site to maintain the schedule, and onsite management such as material deliveries and outages.

All Contractor communications on task orders shall only be through the designated District Project Manager. Other than addressing an immediate safety concern, other District personnel are not authorized to provide the Contractor with instructions, directions, or information regarding the work.

The contractor shall secure any building openings made as a result of this contract, against both heat loss and the intrusion of weather, to prevent wind and precipitation from entering the building.

2. MATERIALS, EQUIPMENT AND SUPPLIES

The contractor shall be capable of supplying and/or procuring all materials, equipment, supplies, and parts needed to provide the services requested. The contractor will be expected to provide such in completing the scope of work on any given service request. This requirement extends to cranes, boom trucks, personnel lifts, scaffolding, and specialized ladders needed to reach high work areas. **All mechanical components used in repair and replacement projects must meet or exceed the intended design and manufacturer's specifications of components being replaced.**

Waste and Debris Waste and debris shall not accumulate in the building or work area. The Contractor shall be responsible to remove debris and clean work areas on a daily basis as the work progresses and to remove all excess material, waste, and debris upon completion of the work. Woodwork painted or decorated surfaces, and finished floors shall be sponged or washed as necessary to remove plastering materials and prevent damage to finished surfaces. On completion of the work, areas shall be left clean, and free from abrasive or set materials liable to cause damage. The Contractor shall patch and refinish all areas damaged to accommodate the work to match existing.

The Contractor shall remove all waste materials and debris from the campus at no charge to the District. Salvageable material shall be supplied separately for reuse or salvage by the District.

The Contractor shall pay all required material disposal fees and shall dispose of all materials furnished by them for use in the Work to comply with the applicable specified requirements for the materials or products being furnished.

3. PRICING/COSTS

Price Escalation Clause: During the life of the contract, the awarded responder(s) shall furnish price lists to the District for increases, and those of the responder's supplier (e.g., factory) increase, as prices change. The responder must also provide a list of the suppliers (e.g., factory's) previous price(s) to the District for purposes of comparison. Price changes will be in effect only after receipt and approval by the District's PM. Price lists and changes thereto are to be furnished under the contract and without charge to the District. Price List(s) must be submitted to the physical address above or emailed to the Construction Senior Project Manager, Facilities Director and Construction Specialist.

Basis of Compensation: Compensation to the contractor for the requested services will be based on the labor rates provided on the pricing sheet or future quotes, the actual cost of parts, materials, and equipment plus a percentage mark-up and a fixed trip charge. The Labor rates provided in the bid shall include the percentage mark-up. The labor rates on the price sheet shall include all costs associated with transportation by service vans and trucks as well as costs for hand tools, power tools, ladders, testing equipment, carts, miscellaneous items, and consumables normally associated with mechanical service calls for repair and installation work. Labor rates shall begin when the contractor's personnel reach the service site and shall end when leaving the service site. A single trip charge shall be applied to cover the time in transit. The contractor agrees that it will provide documentation of costs for parts and materials upon request of the District. The District shall not be charged for labor costs associated with the provision of cost estimates and proposals unless the District's Construction Senior Project Manager and Facilities Director or Representative has authorized such costs in writing.

4. PROTECTION OF WORK

The contractor shall provide all necessary protection for the completion of work to prevent damage. Work to be performed under this contract can be in congested areas of the District, subject to heavy vehicular traffic and limited parking. The contractor shall take every precaution to protect others from injury and to avoid disruption of traffic while work is being performed.

The Contractor shall pay all District and/or City fees and for all damage to sidewalks, streets, or other public property, or to public utilities. Contractor shall secure all permits, authorizations, and certificates of inspection or occupancy that may be required by authorities having jurisdiction over the Work. Said certificates shall be delivered to the District upon completion of the Work.

5. ADDITIONAL WORK

In the event of additional work associated with this contract not specifically listed in the schedule of specified in the Minimum Specifications is required, such work must be duly authorized **in advance** and in writing by the District after the Contractor has provided a written, detailed cost breakdown, estimated completion time and justification for the work in question. In all cases, Contractor shall notify the District of any cost over-runs prior to occurrence. Verbal approval between District personnel and contractor's agents shall not be recognized.

6. MATERIALS AND STORAGE

The contractor shall cooperate with the District in any required use of its property and arrange for storage of materials on the job site in such areas as mutually agreed upon. Should it be necessary at any time to move materials or storage platforms, the contractor shall move as and when directed, at his own expense.

7. MEASUREMENTS AND DIMENSION

Before ordering material or performing work, which is dependent for proper size or installation upon coordination with conditions, the contractor shall verify all dimensions by taking measurements at the building and shall be responsible for the correctness of same. No consideration will be given any claim based on the differences between the actual dimensions and those indicated on the drawings. Any difference which may be found must be submitted to the District for resolution before proceeding with the Work.

If a minor change in the Work is found necessary due to actual field conditions, the contractor shall submit detailed drawings and written notification of the problems necessitating such departure for approval by the District before making the change. If the contractor fails to make such request, no excuse will thereafter be entertained for contractor's failure to carry out work in the required manner or provide required guarantees, warranties, or bonds and contractor shall not be entitled to any change in the Contract Sum or the Contract Time on account of such failure.

If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: Specification/Contract, Modifications issued after execution of the Contract; the General Conditions of the Contract; General Requirements, Supplementary Conditions; the Drawings; as between schedules and information given on the drawings, the schedules shall govern; as between figures given on Drawings and the scaled measurements, the figures shall govern; as between large scale Drawings and small scale Drawings, the larger scale shall govern.

8. FINAL PROJECT OUTCOME

The contractor shall perform work so that the District is provided with satisfactory products and/or finish upon completion of the work before payment can be made. If the work is not satisfactory after inspection, the District may withhold payment until work is corrected in an acceptable manner, with the District being the judge as to acceptability.

The Contractor shall submit a Contractor work report within 48 hours of the completion of the services. The District Representative will review the work reports and advise the contractor within five (5) calendar days if there are questions or concerns regarding the work or costs. The District's Construction Senior Project Manager or Facilities Director or Representative will provide written approval of the Work Reports. An acceptable Contractor Work Report shall serve as the basis for the contractor's invoicing.

9. SUBMISSION REQUIREMENTS/EVALUATION CRITERIA

The proposers shall have at least five (5) years' experience within the commercial mechanical repair, replacement, installation, and maintenance services.

Firms profile and qualifications

- List applicable registrations, certifications, & training completed.
- Current or past, within three years, public-sector clients (references) for the branch, not a parent organization
- Resumes of key personnel
- Project approach summary
- A fee proposal, consisting of no more than two pages, listing the hourly rates for each of the staff anticipated to work the contract beyond the Mechanic on site, shall be submitted with your response.

Firm's Information

- Firm name, address, and telephone numbers of all firm offices and identify which location will perform the services described in the proposal.
- Structure of firm, i.e., sole proprietorship, partnership, corporation, and size of firm.
- Years the firm has been in business.
- Name of principals in firm.
- Primary contact.
- Organizational description.
- Description of firm's customer service philosophy.
- Contractor License
- Other information

Provide any information that may serve to differentiate your firm from other firms in suitability for the services requested, but not limited to:

- Furnish evidence of the firm's fit the needs of the District, any special or unique qualifications for the RFP.
- Provide firm's thoughts and/or adjustments for new best practices in post-pandemic impact to mechanical systems.
- Provide a statement on the firm's quality control/quality assurance procedures for aspects of services.
- Describe systems and procedures your firm uses to manage both the service schedules and costs.
- Provide description of the firm's approach to project documentation.
- Explain your process for construction administration.

The District reserves the right to award more than one respondent, if in the best interest of the District to do so.

**EXHIBIT A
PRICING TEMPLATE**

RESPONDER _____

Repair HVAC equipment, including but not limited to the following : Boilers, packaged RTUs, split systems, uni-vents, water source heat pumps, walk in refrigerators/freezers, cooling towers, mechanical/pneumatic valves and refrigerant leak checking, recovery and replacement.

| | | |
|------------------------------------|--|----------------------|
| Mechanic | Straight hour time rate (7:00 am – 5:00 pm) Monday – Friday | \$ _____ /hour |
| Mechanic | Overtime rate (5:00 pm - 7:00 am) Monday – Friday and all day Saturday | \$ _____ /hour |
| Mechanic | Overtime rate for Sundays and Holidays, if different than regular overtime rates | \$ _____ /hour |
| Parts | Percentage from Manufacturer’s List Price, less than 15%. List Prices supplied at NO COST. | _____ % |
| Mark up | Over dealer cost where no price list/catalog exists (Submit documentation). | _____ % |
| Fixed Trip Charge, Each Call | May increase in subsequent years | \$ _____/Year One |