

DELAWARE COUNTY INTERMEDIATE UNIT

REQUEST FOR PROPOSALS

**HVAC PREVENTIVE MAINTENANCE AND
DEDICATED TECHNICIAN SERVICES**

Issuing Entity	Delaware County Intermediate Unit (DCIU)
Address	200 Yale Avenue, Morton, Pennsylvania 19070
RFP Issue Date	9/8/26
Pre-Proposal Meeting / Site Visit	Scheduled as Requested
Questions Due	8/15/26
Proposal Due	9/18/26

RFP CONTACT

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I. NOTICE TO QUALIFIED CONTRACTORS

NOTICE IS HEREBY GIVEN that the Delaware County Intermediate Unit ("DCIU"), acting by and through its Governing Board, will receive sealed proposals from qualified heating, ventilation, and air conditioning contractors for preventive maintenance, dedicated technician coverage, and filter replacement services at multiple DCIU facilities located throughout Delaware County, Pennsylvania.

Proposals must be received no later than the date and time stated on the cover page at:

Jason Glass
Director of Facilities and Operations
Delaware County Intermediate Unit
200 Yale Avenue
Morton, PA 19070

The DCIU reserves the right to reject any or all proposals, to waive any irregularities or informalities, to request clarification or additional information, and to award a contract in the best interest of the DCIU. No proposal may be withdrawn for ninety (90) days following the proposal opening.

II. INTRODUCTION AND PROJECT OVERVIEW

The DCIU seeks a qualified contractor to provide reliable, responsive, and well-documented HVAC preventive maintenance services across its facilities. The successful contractor shall furnish all labor, supervision, tools, diagnostic equipment, transportation, permits, incidentals, and administrative support required to perform the preventive maintenance services described in this RFP.

A central objective of this procurement is the assignment of a dedicated, qualified HVAC technician who will become familiar with DCIU buildings, equipment, controls, operating schedules, and service priorities. The dedicated technician shall be available for regularly scheduled on-site preventive maintenance service and shall serve as the primary field technician for all scheduled service visits, subject to backup coverage when the assigned technician is unavailable.

- Fixed-schedule on-site coverage for routine maintenance, inspections, preventive maintenance, and filter changes.
- Accurate equipment records, work-order documentation, preventive maintenance schedules, and service reporting.
- Transparent pricing for scheduled labor, parts, materials, refrigerant, filters, rentals, and subcontracted specialty services.

III. ANTICIPATED CONTRACT TERM

The anticipated initial contract term is one (1) year, beginning on 10/12/2026 and ending on 6/30/2027, subject to annual review, satisfactory performance, availability of funds, and approval by the DCIU Governing Board. The DCIU may include up to two (2) optional one-year extensions by mutual written agreement. Proposers shall provide firm pricing for each year of the initial term and identify pricing for any optional renewal years.

IV. CONTRACTOR ELIGIBILITY AND COMPLIANCE REQUIREMENTS

- Demonstrate substantial experience providing commercial or institutional HVAC preventive maintenance services of similar size, complexity, and geographic distribution, preferably in K-12, intermediate unit, higher education, healthcare, municipal, or other occupied public facilities.

- Maintain all licenses, registrations, certifications, and permits required to perform HVAC and refrigeration work in the Commonwealth of Pennsylvania and applicable local jurisdictions.
- Ensure assigned personnel possess appropriate trade qualifications, including EPA Section 608 certification for refrigerant handling when applicable.
- Comply with all applicable federal, state, and local laws, regulations, codes, ordinances, manufacturer requirements, and generally accepted HVAC industry standards.
- Provide required employee clearances before any individual performs work on DCIU property, including Pennsylvania Criminal Background Check (Act 34), Child Abuse History Clearance (Act 151), Federal Criminal History Record Information (Act 114), and any other clearance required by law or DCIU policy.
- Disclose all proposed subcontractors and provide background information, qualifications, insurance, licenses, and references for each. No subcontractor may perform work without prior written approval by the DCIU.
- Maintain sufficient staffing, vehicles, tools, testing instruments, parts sourcing capability, and management support to meet all scheduled preventive maintenance obligations.

V. INSURANCE REQUIREMENTS

Before contract award and throughout the term, the Contractor shall maintain insurance issued by carriers authorized to transact business in Pennsylvania and acceptable to the DCIU. The following minimum limits are anticipated and are subject to final review by DCIU legal counsel:

Coverage	Minimum Limit
Commercial General Liability	\$1,000,000 each occurrence / \$2,000,000 aggregate
Business Automobile Liability	\$1,000,000 combined single limit
Workers' Compensation	Statutory
Employers Liability	\$1,000,000 each employee / accident / disease
Umbrella / Excess Liability	\$5,000,000 each occurrence and aggregate

The DCIU, its officers, directors, agents, employees, and volunteers shall be named as additional insureds on a primary and noncontributory basis, except for workers' compensation. Policies shall include waiver of subrogation in favor of the DCIU where commercially available. Certificates and required endorsements shall be provided before work begins and upon each renewal.

Insurance carriers shall maintain an AM Best rating of no less than 'A-' (A-minus) and be authorized to transact business in the Commonwealth of Pennsylvania. Each policy shall provide that the Contractor shall give DCIU not less than thirty (30) days prior written notice of cancellation, non-renewal, or material change to any required coverage.

VI. PROJECT MANAGEMENT AND DEDICATED TECHNICIAN REQUIREMENTS

A. Dedicated Technician

- Assign one primary HVAC technician dedicated to the DCIU account. The proposal shall identify the proposed technician by name and include a resume, certifications, years of experience, and relevant building-system experience.
- The dedicated technician shall perform the majority of scheduled preventive maintenance work and maintain continuity across scheduled service visits so that DCIU benefits from consistent facility and equipment knowledge.
- The dedicated technician shall be familiar with DCIU safety procedures, facility access rules, school calendars, testing periods, occupied-building constraints, equipment history, and escalation protocols.
- A qualified backup technician shall be identified and available during vacation, illness, training, overlapping emergencies, or other absence of the dedicated technician. Use of backup personnel shall not reduce required service levels.
- DCIU reserves the right to request replacement of the dedicated technician for performance, conduct, safety, clearance, or operational reasons. Any replacement must be approved by DCIU and possess equal or superior qualifications.

B. Account Management

- Assign an account manager who is responsible for contract administration, scheduling, invoicing, performance reporting, escalation, and quarterly service reviews.
- Provide contact information during normal business hours for preventive maintenance scheduling and a contact method outside normal business hours for reporting urgent conditions. This contact method does not authorize emergency corrective work under this RFP.
- Participate in an implementation meeting and initial facility/equipment review before regular service begins.

VII. SCOPE OF SERVICES

A. Fixed-Schedule On-Site Service

The Contractor shall provide the dedicated technician on site at DCIU facilities according to a fixed recurring schedule proposed by the Contractor and approved by the DCIU. For pricing purposes, proposers shall provide options for the following coverage levels. DCIU may select one option or negotiate a different schedule based on operational needs:

- Option 1: One (1) full eight-hour day per week.
- Option 2: Two (2) full eight-hour days per week.
- Option 3: Three (3) full eight-hour days per week.
- Option 4: Full-time coverage, five (5) days per week, eight (8) hours per day.

The approved schedule may rotate among DCIU locations. Scheduled time shall be used for inspection, preventive maintenance, filter replacement, equipment documentation, and coordination with DCIU Facilities staff. Travel between DCIU sites during a scheduled service day shall be included in the fixed service price and shall not reduce the stated on-site coverage hours unless expressly approved by DCIU.

B. Preventive Maintenance

- Develop and maintain a written preventive maintenance plan for each covered asset based on manufacturer recommendations, equipment age and condition, operational criticality, seasonal requirements, applicable codes, and observed performance.
- Perform seasonal startup and shutdown procedures for heating and cooling equipment.
- Inspect, test, clean, lubricate, adjust, calibrate, and document equipment and controls as appropriate.
- Inspect belts, pulleys, bearings, motors, contactors, relays, safeties, drains, traps, pans, coils, heat exchangers, burners, ignition systems, economizers, dampers, actuators, fans, pumps, valves, compressors, condensers, refrigerant circuits, insulation, and visible duct connections as applicable.
- Check operating temperatures, pressures, amperage, voltage, airflow indicators, setpoints, alarms, and sequence of operation, and compare readings against expected conditions.
- Clean accessible coils, condensate pans, drains, strainers, and equipment compartments as required by the approved maintenance plan.
- Identify deficiencies, deferred maintenance, code concerns, energy-saving opportunities, and equipment nearing end of useful life. Provide prioritized recommendations with budgetary estimates when requested.

C. Filter Management and Replacement

- Create and maintain a filter inventory by building, equipment identifier, filter size, quantity, type, MERV rating, and replacement frequency.
- Inspect filters during scheduled visits and replace filters as needed and at intervals approved by DCIU. The Contractor shall not rely solely on a calendar interval where observed loading, occupancy, outdoor air conditions, construction activity, or equipment performance indicates earlier replacement is necessary.
- Supply filters that meet the equipment manufacturer's requirements and DCIU specifications. Any proposed change in filter type or MERV rating requires prior DCIU approval.
- Remove and lawfully dispose of used filters and related debris. Mechanical rooms and work areas shall be left clean after service.
- Maintain an agreed minimum stock of commonly used filters or provide a reliable just-in-time replacement program. Pricing shall clearly identify whether filters are included in the fixed fee or billed separately.

D. Limitations on Scope of Services — Exclusion of Maintenance Work Subject to Bidding Requirements

The Contractor shall not perform any corrective maintenance, repairs (including emergency repairs), alterations, or any other work that constitutes “maintenance work” subject to competitive bidding requirements under Section 7-751 of the Pennsylvania School Code (24 P.S. § 7-751), the Pennsylvania Prevailing Wage Act (43 P.S. §§ 165-1 et seq.), or applicable bond law.

If, in the course of performing preventive maintenance or other services under this Contract, the Contractor identifies a condition that requires corrective maintenance, repair, emergency repair, alteration, or any other work that may be subject to the competitive bidding, prevailing wage, or bonding requirements referenced above, the Contractor shall:

- Promptly notify the DCIU Director of Facilities and Operations or designee in writing of the identified condition, including a description of the equipment, the nature of the deficiency, the potential impact on building operations or safety, and any recommended interim measures;
- Not commence any such work unless and until the DCIU has independently determined that the work may proceed outside the competitive bidding process, or has procured the work through the appropriate bidding and contracting procedures; and

- Cooperate with the DCIU and any separately procured contractor by providing access to relevant equipment records, diagnostic findings, maintenance history, and technical information.

Nothing in this Section shall be construed to limit the Contractor's obligation to perform preventive maintenance, inspections, filter replacement, and other services expressly included in the Scope of Services.

E. Controls and Building Automation Support

- Support HVAC controllers, thermostats, sensors, actuators, variable frequency drives, and building automation interfaces within the Contractor's demonstrated capability.
- Troubleshoot points, setpoints, schedules, alarms, communications, and sequence-of-operation issues, and coordinate with the applicable controls vendor when proprietary access or specialized programming is required.
- No permanent programming, schedule, setpoint, or sequence change may be made without DCIU authorization and documentation of the change.

F. Refrigeration and Environmental Compliance

- Handle refrigerants in compliance with EPA requirements and maintain all required refrigerant records.
- Identify suspected leaks, conduct leak testing where authorized, recover refrigerant, and document refrigerant type and quantity added or removed.
- Do not use replacement refrigerants, additives, sealants, or retrofit methods without prior DCIU approval.

VIII. SERVICE LEVELS

The Contractor shall maintain reliable communication channels for service requests during normal business hours and shall provide a contact method for reporting urgent conditions outside of normal business hours. Response time means the time from DCIU's service request to confirmed contact by a qualified technician.

Priority	Typical Condition	Response	On-Site Arrival / Action
Primary Service Level - Scheduled Preventive Maintenance	Scheduled preventive maintenance, filter replacement, and equipment documentation.	Per approved schedule	Performed according to approved preventive maintenance calendar.

- Proposers shall describe their communication, scheduling, and backup staffing procedures for preventive maintenance services.
- The Contractor shall provide status updates at intervals appropriate to the scope of the service visit and shall promptly report any condition that may require corrective maintenance, repair, or emergency work subject to separate procurement.

IX. DCIU LOCATIONS AND EQUIPMENT INVENTORY

Services are anticipated at multiple DCIU locations throughout Delaware County. The supplied reference RFPs identify the locations below. DCIU will confirm the final list of covered locations and provide or develop an equipment inventory during the RFP process and contract implementation.

Location	Address
Aston Campus	100 Crozerville Road, Aston, PA 19014
Folcroft Campus	701 Henderson Boulevard, Folcroft, PA 19032
East 5th Street Site	200 East 5th Street, Chester, PA 19013
Marple Campus	85 North Malin Road, Broomall, PA 19008
Morton Campus	200 Yale Avenue, Morton, PA 19070
TCA Campus	710 South Old Middletown Road, Media, PA 19063
St. George Campus	15 Lamont Avenue, Glenolden, PA 19036

- Proposers may schedule a site visit and shall familiarize themselves with building access, equipment locations, roof access, control systems, space constraints, and working conditions before submitting pricing.
- The Contractor shall validate and update the equipment inventory during the first ninety (90) days of the contract, including asset tag, manufacturer, model, serial number, equipment type, capacity, serving area, location, filter data, refrigerant type, control type, condition, and recommended maintenance frequency.

X. WORK ORDER, DOCUMENTATION, AND REPORTING REQUIREMENTS

- Use DCIU's work-order system to document arrival and departure time, technician, location, equipment serviced, complaint or task, diagnostic findings, readings where applicable, work performed, parts/materials used, recommendations, photographs when useful, and disposition.
- Obtain acknowledgment from an authorized DCIU representative for completed work. A signature confirms receipt of service documentation and does not waive DCIU rights or approve disputed charges.
- Provide a monthly report summarizing scheduled hours, completed preventive maintenance, filter changes, recurring issues, recommendations, identified conditions requiring separate procurement, and service-level performance.
- Maintain a rolling twelve-month preventive maintenance calendar and a current asset and filter inventory accessible to DCIU.
- Participate in quarterly performance meetings to review safety, service levels, open issues, equipment risk, capital recommendations, invoice accuracy, and upcoming seasonal work.
- Immediately report unsafe conditions, suspected carbon monoxide issues, combustion concerns, refrigerant releases, water damage risk, electrical hazards, or conditions that may require evacuation or emergency services.

XI. PARTS, MATERIALS, FILTERS, AND ADDITIONAL PREVENTIVE MAINTENANCE WORK

- The Contractor shall use new, commercial-quality parts and materials that meet manufacturer specifications unless DCIU approves an equivalent alternative in writing.
- Parts and materials shall be invoiced at documented Contractor cost plus the markup stated in the pricing proposal. Upon request, the Contractor shall provide supplier invoices or other cost substantiation.
- All manufacturer and Contractor warranties shall be passed through to DCIU. Replaced parts shall be made available to DCIU for inspection and disposed of only after authorization, except hazardous or regulated materials handled in accordance with law.
- The Contractor shall not proceed with additional preventive maintenance work above the written authorization threshold without a purchase order or written approval from an approved DCIU representative.
- DCIU reserves the right to obtain competing quotes, furnish parts or equipment, or use another contractor for specialty work, capital projects, or work outside this RFP.
- Proposers shall identify exclusions, minimum charges, overtime rules, portal-to-portal billing practices, travel charges, rental markups, disposal fees, refrigerant pricing methodology, and subcontractor markups. Charges not disclosed in the proposal may be rejected.

XII. PROPOSAL SUBMISSION REQUIREMENTS

Proposals shall be sealed and clearly marked "HVAC Preventive Maintenance and Dedicated Technician Services Proposal." Submit [INSERT NUMBER] original(s), [INSERT NUMBER] copy/copies, and one electronic copy on a USB drive or through the method designated by DCIU. The proposal shall be organized in the following order:

1. Cover letter signed by an authorized representative.
2. Executive summary and understanding of DCIU's objectives.
3. Company background, legal structure, office location, years in business, service territory, and organizational capacity.
4. Proposed service approach, implementation plan, fixed on-site schedule, communication and scheduling procedures, and preventive maintenance methodology.
5. Name, resume, licenses, certifications, and experience of the proposed dedicated technician, backup technician, account manager, and other key personnel.
6. Description of work-order, reporting, asset management, and customer communication systems.
7. Three (3) references for comparable institutional accounts, preferably educational facilities.
8. Completed Statement of Contractor Qualifications.
9. Completed Pricing Proposal for each contract year and each coverage option.
10. List of exceptions, exclusions, assumptions, and requested contract changes.
11. Evidence of licenses, EPA certifications, and authority to conduct business in Pennsylvania.
12. Insurance certificate or broker letter confirming the ability to meet the insurance requirements.
13. Completed Non-Collusion Affidavit.
14. Identification and qualifications of all proposed subcontractors.

All information submitted may be subject to public disclosure under the Pennsylvania Right-to-Know Law. Proposers shall clearly identify any information claimed to be confidential or proprietary and state the legal basis for the claim; however, DCIU cannot guarantee nondisclosure. Material considered trade secrets or confidential proprietary data must be clearly identified page-by-page, and the proposer must include a brief statement setting forth the reasons for requesting confidentiality of each such material. Blanket statements that the entire proposal

is confidential are unacceptable and may result in rejection. When submitted to DCIU, the proposal shall become the exclusive property of DCIU and will not be returned to the proposer.

Modification and Withdrawal. Proposals may not be modified after the submission deadline. Proposals may be withdrawn before the submission deadline upon written request received by DCIU prior to that time. Negligence by the proposer in preparing the proposal confers no right of withdrawal or modification after proposals have been opened. No claim on account of mistakes or omissions in any proposal will be considered. Each proposal is deemed a firm offer and shall not be withdrawn within ninety (90) days of the submission deadline.

XIII. PRICING REQUIREMENTS

Pricing shall be complete, transparent, and sufficient to evaluate total cost. Proposers shall use Appendix B and may attach explanatory schedules. At minimum, pricing must include:

- Annual fixed fee for each scheduled coverage option and each contract year.
- Regular-time hourly labor rates for additional HVAC technician, controls technician, plumber/pipefitter, electrician, helper/apprentice, supervisor, and other classifications.
- Hourly rates for additional preventive maintenance work beyond the fixed schedule, including any applicable overtime rates and minimum billable hours.
- Parts and material markup; filter pricing or markup; refrigerant prices or pricing formula; subcontractor markup; rental-equipment markup; and any disposal/environmental fees.
- Whether travel between sites, dispatch, vehicle, fuel, administrative, technology, or reporting costs are included.
- Annual escalation assumptions and firm pricing for all proposed years.
- Optional pricing for an initial equipment survey, asset tagging, full filter inventory, water treatment, combustion analysis, indoor air quality testing, duct cleaning, and controls programming.

XIV. EVALUATION AND AWARD

DCIU intends to award a contract to the responsible proposer whose proposal is determined to provide the best overall value and to meet DCIU's operational requirements. Award will not necessarily be made to the lowest-priced proposer.

Evaluation Factor	Illustrative Weight
Qualifications, experience, references, and institutional account performance	20%
Quality and qualifications of dedicated technician, backup coverage, and account team	20%
Service approach, preventive maintenance program, documentation, and implementation plan	20%
Communication, scheduling reliability, and ability to meet preventive maintenance requirements	15%

Cost effectiveness and pricing transparency	20%
Compliance with RFP requirements and quality of proposal	5%

DCIU may request interviews, technician interviews, demonstrations, additional information, best-and-final offers, clarification of pricing, or visits to proposer facilities before award. DCIU may verify references and conduct due diligence concerning proposed personnel and subcontractors.

XV. RESERVATION OF RIGHTS

- Accept or reject, in whole or in part, any or all proposals with or without cause.
- Waive irregularities, informalities, or minor defects in a proposal or the RFP process.
- Request clarification, supplemental information, revised pricing, or interviews.
- Negotiate with one or more proposers and award to other than the lowest-priced proposer.
- Cancel, modify, postpone, or reissue the RFP.
- Award by location, service category, coverage option, or in the aggregate.
- Perform services with DCIU personnel or other contractors when in DCIU's best interest.
- Reject charges or work that were not properly authorized or documented.

NO RESPONSIBILITY FOR COSTS OF RESPONSE

DCIU expressly disclaims any responsibility to any proposer or other party with regard to any costs incurred in responding to this RFP or participating in the RFP process, including but not limited to costs of site visits, proposal preparation, equipment survey, interviews, or negotiations. If, for any reason whatsoever, DCIU rejects a proposal, the proposer agrees that it will not seek to recover profits on services not performed, recover the costs of preparing the proposal, or assert a claim for unjust enrichment.

XVI. CONTRACT TERMS AND CONDITIONS

A. Independent Contractor

The Contractor shall perform all services as an independent contractor and not as an employee, agent, partner, or representative of DCIU. The Contractor is responsible for compensation, payroll taxes, benefits, supervision, training, and all employment obligations concerning its personnel.

B. Familiarity with Work

By submitting a proposal, the proposer represents that it has reviewed the RFP, investigated relevant conditions, and obtained the information reasonably necessary to perform the services. No claim based on insufficient data or misunderstood conditions will be allowed except for materially concealed conditions not reasonably discoverable.

C. Safety and School Operations

The Contractor shall comply with OSHA requirements, lockout/tagout, fall protection, confined-space rules, refrigerant safety, hot-work controls, and DCIU safety procedures. Work shall be scheduled and performed to minimize disruption to students, staff, testing, instruction, and building operations. Noise, odors, open ceilings, shutdowns, and access restrictions shall be coordinated in advance.

D. Protection of Property

The Contractor is responsible for damage caused by its personnel, subcontractors, tools, vehicles, or operations and shall promptly repair or replace damaged property at its expense.

E. Permits and Codes

The Contractor shall secure and pay for permits, inspections, licenses, and certifications required for its work unless a specific written work authorization states otherwise.

F. Indemnification and Hold Harmless

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless DCIU, its directors, officers, agents, employees, and volunteers from every claim or demand made, and every liability, loss, damage, or expense of any nature whatsoever, including but not limited to reasonable attorney's fees and costs of defense, arising from the negligence, gross negligence, willful misconduct, or breach of contract by the Contractor, including its officers, directors, employees, representatives, subcontractors, and agents. This obligation shall survive the expiration or termination of the contract.

G. Governing Law and Venue

The contract shall be governed by the laws of the Commonwealth of Pennsylvania. Claims and disputes shall be brought in the Court of Common Pleas of Delaware County, Pennsylvania, unless otherwise required by law.

H. Non-Appropriation

DCIU's payment obligations are contingent upon the availability and appropriation of funds. If adequate funds are not available, DCIU may terminate the contract without further obligation for services not yet performed.

I. District Policies and Conduct

Contractor personnel shall comply with applicable DCIU Board policies, access and identification requirements, tobacco/alcohol prohibitions, confidentiality requirements, and standards of professional conduct.

J. Confidentiality and Security

Contractor personnel shall protect keys, badges, access codes, floor plans, equipment information, network information, and other nonpublic DCIU information. No photographs, recordings, or disclosure of DCIU information are permitted except as necessary to perform authorized work.

K. Invoicing and Payment

Invoices shall reference the applicable purchase order and include itemized labor, dates, locations, equipment, work-order numbers, parts, quantities, markups, authorizations, and supporting documentation. DCIU may withhold payment of disputed or inadequately documented charges.

L. Termination

DCIU may terminate for cause, including repeated service-level failure, unsafe work, loss of required insurance or clearances, unauthorized charges, or material breach. DCIU may also reserve a right to terminate for convenience upon written notice, subject to final contract terms.

M. Contract Approval

Any resulting agreement is subject to final review and approval by DCIU and its legal counsel and is not binding until executed by authorized representatives and approved as required by the DCIU Governing Board.

N. Form of Agreement

The form of the written agreement DCIU intends to enter into with the successful Contractor shall be an agreement subject to final review and approval by DCIU legal counsel. This RFP and the Contractor's Proposal, including all representations, pricing, and commitments therein, shall be incorporated by reference into the final written agreement. Proposers shall clearly indicate in their Proposals any RFP terms to which they take exception. In addition, Proposers are encouraged, but not required, to provide a draft contract for review. A duly authorized officer or agent of the Proposer shall sign the Proposal.

O. Federal Funding Compliance

In the event that the DCIU uses funds under a federal grant or contract to procure goods or services under this agreement, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 (the 'Uniform Guidance'). The Contractor shall comply with all applicable federal requirements, certifications, and disclosures as a condition of contract award and performance. DCIU reserves the right to require additional documentation or certifications as necessary to maintain compliance with federal grant conditions.

P. Assignment

The Contractor shall not assign, transfer, or delegate the contract or any interest, right, or obligation therein without the prior written consent of DCIU. Any purported assignment without such consent shall be void and constitute a material breach of the contract.

Q. Waiver of Consequential Damages

The Contractor waives any claim against DCIU for lost profits, lost expected profits, consequential damages, indirect damages, incidental damages, and/or punitive damages arising out of or relating to the contract or the termination thereof.

R. Debarment and Suspension

By submitting a proposal, the proposer certifies that it is not currently listed on the government-wide exclusions in the System for Award Management (SAM) in accordance with OMB Guidelines at 2 CFR § 180, and has not been debarred or suspended from participating in any state or local public contracts. The Contractor shall immediately notify DCIU if it is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded from participation in public contracts.

S. Anti-Lobbying Certification

For contract awards exceeding \$100,000.00, the Contractor shall file the required certification under the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352), certifying that no federally-appropriated funds have been or will be paid to any person or organization for influencing or attempting to influence an officer or employee of any agency, any member of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, grant, or other award.

T. Equal Employment Opportunity

The Contractor shall not discriminate against any person on any grounds prohibited by federal or state law. The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, ancestry, marital status, sex, sexual orientation, gender identity, national origin, age, disability, veteran

status, or unfavorable discharge from military service. The Contractor shall furnish all information and reports required by law and shall permit access to its books, records, and accounts by DCIU and applicable governmental agencies for purposes of investigation to ascertain compliance.

U. Small and Diverse Business Participation

The Contractor shall use good-faith efforts to comply with the requirements of 2 C.F.R. § 200.321 and applicable state guidelines, addressing contracting with small businesses, minority-owned business enterprises, women-owned business enterprises, veteran-owned businesses, and labor surplus area firms, to the extent applicable to DCIU procurements.

V. Domestic Preferences

To the extent applicable, the Contractor shall demonstrate a preference for using U.S.-manufactured parts, materials, equipment, and products in alignment with federal guidelines and 2 C.F.R. § 200.322.

W. Compliance with Bidding and Procurement Requirements

The parties acknowledge that this Contract is for preventive maintenance services and does not authorize the Contractor to perform any work that constitutes “maintenance work” requiring competitive bidding under Section 7-751 of the Pennsylvania School Code (24 P.S. § 7-751), work subject to the Pennsylvania Prevailing Wage Act (43 P.S. §§ 165-1 et seq.), or work requiring performance or payment bonds under applicable law. Any such work identified during the performance of this Contract shall be procured by the DCIU through the appropriate competitive bidding and contracting process. The Contractor’s sole obligation with respect to such work shall be to notify the DCIU promptly and to cooperate as described in Section VII.D of this RFP.

XVII. RFP TIMELINE

Milestone	Date / Time
RFP issued	[INSERT]
Deadline to register intent to propose	[INSERT]
Mandatory pre-proposal meeting / site visit	[INSERT]
Deadline for written questions	[INSERT]
DCIU response / addendum issued	[INSERT]
Proposal submission deadline	[INSERT]
Interviews / technician interviews, if requested	[INSERT]
Anticipated Governing Board award	[INSERT]
Anticipated contract start	[INSERT]

APPENDIX A - LOCATION AND EQUIPMENT INVENTORY FORM

DCIU will provide available equipment information and may require proposers to validate equipment during the site visit. The selected Contractor shall complete and maintain this inventory during implementation.

Site	Asset ID	Equipment Type	Manufacturer / Model	Serial No.	Serving Area	Filter Size / Qty / MERV	Condition Notes /

APPENDIX B - PRICING PROPOSAL

Section 1 - Fixed-Schedule Dedicated Technician Coverage

Coverage Option	Description	Year 1	Year 2	Year 3	Optional Renewal(s)
1	1 day/week, 8 hours/day				
2	2 days/week, 8 hours/day				
3	3 days/week, 8 hours/day				
4	5 days/week, 8 hours/day				

Section 2 - Labor Rates for Additional Preventive Maintenance Work

Classification	Regular Time	Overtime	Weekend	Holiday	Minimum Notes /
Dedicated HVAC Technician					
Additional HVAC Technician					
Controls Technician					
Plumber / Pipefitter					
Electrician					
Helper / Apprentice					
Supervisor / Project Manager					

Section 3 - Markups and Unit Pricing

Item	Price / Markup	Explanation / Basis
Parts and materials markup		
Filters - pricing or markup		
Refrigerant R-410A		
Refrigerant R-22 or approved alternative		
Other refrigerants		
Subcontractor markup		
Rental equipment markup		
Shipping / expediting		
Disposal / environmental fees		
Trip / dispatch / vehicle fee		
Other fee (describe)		

Section 4 - Optional Services

Initial asset survey and tagging: _____

Full filter inventory and labeling: _____

Combustion analysis: _____

Indoor air quality testing: _____

Water treatment services: _____

Duct cleaning: _____

Controls programming / integration: _____

Proposer Legal Name: _____

Authorized Representative: _____

Title: _____

Signature: _____

Date: _____

APPENDIX C - STATEMENT OF CONTRACTOR QUALIFICATIONS

Legal name of proposer and any d/b/a name:

Principal office address:

Local service office address and distance from DCIU Morton Campus:

Year business was organized:

Legal form and state of organization:

Federal Employer Identification Number:

Number of years providing commercial/institutional HVAC preventive maintenance:

Number of licensed/certified HVAC technicians available in the local service area:

Describe communication, scheduling, and backup staffing capacity for preventive maintenance services:

Identify the proposed dedicated technician and backup technician:

List relevant licenses and certifications, including EPA Section 608 credentials:

Has the proposer ever failed to complete or defaulted on a public contract? If yes, explain:

Has the proposer or parent company filed for bankruptcy or reorganization? If yes, explain:

Is the proposer or parent company currently under investigation or subject to sanctions by a governmental body? If yes, explain:

Identify all proposed subcontractors and the work each will perform:

Comparable References

Organization	Contact / Title	Phone / Email	Scope and Contract Dates	Approx. Value	Annual

APPENDIX D - NON-COLLUSION AFFIDAVIT

This affidavit is material to any contract awarded pursuant to this proposal and shall be completed by the person responsible for the prices and amounts stated in the proposal.

State of: _____

County of: _____

I, _____, being duly sworn, state that I am _____ of _____ and am authorized to make this affidavit on behalf of the proposer.

- The prices and amounts in this proposal were arrived at independently and without consultation, communication, or agreement with any other proposer or potential proposer.
- Neither the prices nor approximate prices in this proposal have been disclosed to any other proposer or potential proposer before proposal opening.
- No attempt has been made or will be made to induce any person or firm to refrain from proposing, submit a higher proposal, or submit an intentionally noncompetitive proposal.
- The proposal is made in good faith and not pursuant to any agreement, discussion, or inducement intended to restrain competition.
- The proposer understands that these representations are material and will be relied upon by DCIU in evaluating and awarding the contract.

Proposer Name: _____

Authorized Signatory: _____

Title: _____

Signature: _____

Date: _____

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20____.

Notary Public: _____ My Commission Expires: _____

APPENDIX E - PROPOSAL SUBMISSION CHECKLIST

- ☐ Signed cover letter
- ☐ Executive summary and service approach
- ☐ Dedicated technician and backup technician qualifications
- ☐ Implementation and preventive maintenance plan
- ☐ Communication, scheduling, and backup staffing plan for preventive maintenance services
- ☐ Company background and organizational information
- ☐ Three comparable references
- ☐ Completed Pricing Proposal
- ☐ Completed Statement of Contractor Qualifications
- ☐ Licenses and EPA certifications
- ☐ Insurance evidence
- ☐ Completed Non-Collusion Affidavit
- ☐ Subcontractor disclosures
- ☐ Exceptions, exclusions, and assumptions
- ☐ Required number of originals, copies, and electronic copy

END OF REQUEST FOR PROPOSALS