RFP 9-2014
Request for Proposal
HVAC, Furnace Replacement

Boulder Housing Partners, identified hereafter as BHP, is requesting bid proposals from companies to provide the following services for multi-family housing sites.

- HVAC System Service and Furnace Replacement

General
Boulder Housing Partners will award contracts to the top bidder for the above listed contract. A contract will be generated for a term of three years, with an option to renew for two additional years. Prices for services will be frozen for a period of three years at amounts proposed and agreed to in said contracts for the term of the contracts. Exceptions will be noted.

All interested qualified parties should contact Laura Sheinbaum at BHP at (720) 564-4646. The bid packet is available for viewing and printing from our website, www.boulderhousingpartners.org after 4:00 pm on February 10, 2014. Please click on Bid/RFP tab on the website and bid packet with attachments will be listed as Request for Proposal, RFP #9-2014, HVAC and Furnace Replacement.

Submittals are due by 4:00 pm on February 27, 2014. One copy of your bid, printed single-sided, must be submitted in a sealed envelope, clearly marked as RFP# 9-2014. Proposals should be delivered to the following address and date and time stamped by the due date and time. Any RFP received after the due date and time will be returned unopened to the bidder. No faxed or emailed RFPs will be accepted.

Boulder Housing Partners
Attention: Laura Sheinbaum
Project Manager
4800 Broadway,
Boulder, CO 80304

Summary of RFP Dates:

- February 10, 2014: RFP Package Available
- February 27, 2014: RFP Proposal Submission Deadline, 4:00 pm
- March 11, 2014: Award of Contract and Notification
Submittal Requirements and Format:
Submittals from contractors will not be evaluated unless BHP receives submittal letter and supporting data which shall include the following list of items and in this order. Submittals are prepared at the firm’s expense and upon submission become the property of BHP and therefore become a matter of public record once the successful firm has been chosen and contract awarded. Proposals shall be delivered in a sealed envelope clearly marked with the RFP # 9-2014.

To be included in the submission in this order:

1. Cover letter of no more than two pages that includes a written summary of why your firm would provide excellent service to BHP.

2. Owner’s name, company name, address, phone, fax, and email.

3. Type of work contractor licensed to perform and any other specialization of the firm.

4. Pricing as requested in the appropriate attachment for the service contract being bid. Please copy and use the pricing table(s) for your submission.

5. Insurance Company Name, address, phone, fax, and email.

6. Proof of General Liability, Workers Compensation, Automobile Insurance, and Pollution Insurance (if applicable). Appropriate limits for insurance are listed in the attached contract. If a contract is awarded, BHP must be named on your insurance forms.

7. List and description of projects in which the firm has participated in the past three years.

8. Organizational chart including principals and individual responsible for work.

9. Three references for whom the firm has performed related work for in the last three years.

10. Sample Contract. If your firm needs additional language or addendums to the contract as provided in this RFP, please provide with proposal.
SELECTION CRITERIA:

BHP will use the following selection criteria to select the top two firms for each service contract identified. The selection criteria are based on a 100 point evaluation:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Points on 100 point Basis</th>
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<tbody>
<tr>
<td>Pricing</td>
<td>35 points</td>
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<tr>
<td>Ability and experience in performing the required service or product supply</td>
<td>25 points</td>
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<tr>
<td>References</td>
<td>20 points</td>
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<tr>
<td>Ability to sign BHP contract</td>
<td>10 points</td>
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<tr>
<td>Complete Proposal</td>
<td>10 points</td>
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Boulder Housing Partners does business in accordance with the Federal Fair Housing Law (the Fair Housing Amendments Act of 1988). BHP shall not discriminate against or in favor of any bidder on the basis of race, religion, sex or sexual preference, age, national origin, disability or political affiliation.

Boulder Housing Partners reserves the right to terminate the selection proceedings at its option at any time during the process.

**Grievance**

If after submitting a proposal, contractors feel that they or their proposal were not treated or considered fairly, contractors may contact BHP Maintenance Department for information on grievance procedures no later than March 30, 2014 at 2:00 pm.
BHP Reservation of Rights:

1. BHP reserves the right to reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed by BHP to be in its best interests.

2. BHP reserves the right not to award a contract pursuant to this RFP.

3. BHP reserves the right to terminate a contract awarded pursuant to this RFP, at any time for its convenience upon 10 days written notice to the successful bidder.

4. BHP reserves the right to inspect work at any time during the ongoing work.

5. BHP reserves the right to determine the days, hours and locations that the successful bidder shall provide the services called for in this RFP.

6. BHP reserves the right to retain all proposals submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving proposals without the written consent of BHP Procurement Officer.

7. BHP reserves the right to negotiate the fees proposed by the bidder.

8. BHP reserves the right to reject and not consider any proposal that does not meet the requirements of this RFP, including but not limited to incomplete proposals and/or proposals offering alternate or non-requested services.

9. BHP shall have no obligation to compensate any bidder for any costs incurred in responding to this RFP.

10. BHP shall reserve the right to at any time during the RFP or contract process to prohibit any further participation by a bidder or reject any proposal submitted that does not conform to any of the requirements detailed herein.
Additional Requirements Once Contract Signed
The contract generated by this RFP may be cancelled by BHP for noncompliance with specifications, inability to perform the contracting requirements of BHP or continued safety hazards. The cancellation notification shall state the cause or reason for the cancellation. Such cancellation would be at no charge to BHP other than for work authorized and completed at the time of termination.

The contractor shall provide all items, articles, operations mentioned or herein specified, related labor services, tools, equipment, transportation and incidentals necessary and required for satisfactory, acceptable completion of the contracted work or delivery of materials. Owner may inspect work at any time during the ongoing work. Should a problem with the materials or the work performed by the Contractor occur during the course of this contract, and should it be shown that the case of this problem is faulty work, the Contractor shall repair such problem fully at Contractor’s own expense. After completion of work, Contractor will return the site to its original condition as determined by the Managing Agent. Any work required to return the property to its original condition will be at the Contractor’s expense. Contractor will repair damage to the site which is caused by the contractor. After completion of work, Contractor will return the site to its original condition as determined by the Managing Agent. Any work required to return the property to its original condition will be at Contractor’s expense. Contractor will repair damage to the site which is caused by the contractor.

Contractor shall be responsible for any injury, damage or loss to all public and private property caused directly, in whole or in part, by their employees or agents or anyone directly or indirectly employed by them or anyone for whose acts any one of them may be responsible. The contractor shall comply with all applicable laws and codes bearing on the safety of persons or property of their protection, from injury, damage, or loss. Contractor is responsible for the means, methods and sequence of work and all safety aspects of this work. To the maximum extent permitted by law, Contractor agrees to indemnify, hold harmless, and defend Owner and Owner’s Agents from and against any and all claims or damages arising from Contractor’s performance of this agreement, as well as acts committed during the course of this agreement by any of Contractor’s officers, employees, guests, invitees, and those doing business with Contractor.

Contractor assures that all existing and every new staff working on site do not have a criminal background which would indicate that they could present a threat to residents or staff. Acceptable criminal background is no felony arrests or convictions within five years and no pattern of misdemeanors (three or more) within five years. The Managing Agent may terminate this contract if this provision is violated. Contractor certification regarding criminal background included in attachments.
Every effort must be taken to insure the safety and security of the residents of BHP and properties owned by BHP.

Contractor agrees that if keys to buildings are misplaced, lost or stolen, the Contractor will absorb all costs incurred to correct the situation. Work will be completed by BHP maintenance staff or contracted and billed to Contractor.

Contractor will disclose to the Managing Agent if anyone working for the contractor is related to an employee of Boulder Housing Partners prior to signing this contract.

**Insurance Requirements**
Contractor shall secure, pay the premiums for, and keep in force until the expiration of their contract adequate liability insurance and Worker’s Compensation Insurance as provided by Colorado law. Certificate of insurance for Worker’s Compensation and for liability shall be delivered to BHP or kept on file at BHP prior to start of contract. Any policy change shall be reported to BHP and certificate forwarded to BHP. By signing a contract generated by the RFP, the contractor understands that neither they nor their employees are covered by any BHP insurance policy. All copies of proof of insurance will be submitted to BHP along with the RFP. Contractors may send a copy of the required insurances with their proposal, but the work of the RFP can not begin, nor contract executed until original insurance verification forms are on file at the BHP offices.

The following insurance coverage is required:

- **Commercial General Liability:** Minimum of $150,000 per person and $1,000,000 per occurrence.

- **Worker’s Compensation Insurance:** Equal to or at least $100,000 per employee.

- **Automotive Insurance:** Minimum of $100,000/$300,000 for bodily insurance and $50,000 for property damage.

- **Pollution Insurance:** Recommended minimum coverage of $1,000,000 per occurrence. Only necessary if contractor spraying or applying chemicals outdoors.

**Wage Rate Determination:**
If applicable, Contractor is responsible for certifying that all of the contractor’s employees are being paid the same or more than the HUD Wage Rate Determination for Boulder County for the trade being bid.
Section A: Specifications for furnace installation.

1. Contractor must have City of Boulder Mechanical Contractor License.

2. Contractor must be licensed to repair residential and commercial hot water heating systems, forced air heating systems, domestic hot water systems, evaporative coolers, ventilation, and air conditioning systems.

3. Contractor must be able to provide proof of ability to service Patterson Kelly boilers, including annual preventative maintenance of internal burner assemblies and all related electronic controls.

4. Contractor must be available for after hours, weekend, and emergency calls for service. In proposal, please describe after hours service program.

5. All installations require permits and inspections paid for and coordinated by the contractor.

6. Provide as-needed furnace replacement services for 75,000 BTU input upflow natural gas furnaces in BHP occupied apartments. BHP performs a preventative maintenance inspection and service on all of the unit furnaces annually and on average replaces 10 furnaces after these inspections.

7. Replacement to include any and all revisions to existing ducting, electrical, gas and flue piping as necessary to accommodate new furnace installation. This includes but is not limited to installing combustion air and related ducting.

8. All installations require permits and inspections paid for and coordinated by the contractor. Installations shall conform to current city of Boulder codes.

Pricing Table:

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<thead>
<tr>
<th>Function</th>
<th>Price</th>
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<tbody>
<tr>
<td>Price to replace one existing 75,000 BTU input, upflow natural gas furnace</td>
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<tr>
<td>Price to replace same specification with a horizontal installation with furnace located in a crawlspace or attic.</td>
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<tr>
<td>Hourly rate of service for boiler repairs during normal business hours</td>
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<tr>
<td>Hourly rate of service for after-hours boiler repairs, weekends and emergencies</td>
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<tr>
<td>Materials mark-up percentage</td>
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