



**DISTRICT-WIDE WALK-IN COOLER/FREEZER EC MOTOR RETROFIT
AND LIMITED CONTROLS REPLACEMENT**

REQUEST FOR PROPOSAL NO. 2592-15

Date of Issue: January 27, 2015

Proposal Closing Date: March 2, 2015 at 2:00 p.m.

Proposal to be returned PRIOR TO time and date above.

**Requests for clarification must be submitted
no later than: February 20, 2015 at 3:00 p.m.**

**RETURN TO:
Aurora Public Schools
Purchasing Department
80 Airport Boulevard
Aurora, CO 80011
303-326-1988**

VENDOR'S CERTIFICATION

**We offer to furnish to Aurora Public Schools the materials, supplies,
products, equipment and/or services requested in accordance with the
specifications described herein.**

Vendor _____
Address _____
City _____ **State** _____ **Zip** _____
Telephone/Fax No. _____
Name _____
Title _____
E-mail _____
By _____
(Authorized Signature)

Receipt of Addenda #1 _____ #2 _____ #3 _____

**District-Wide Walk-In Cooler/Freezer EC Motor Retrofit and
Limited Controls Replacement**

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**AURORA PUBLIC SCHOOLS
DEPARTMENT OF PURCHASING SERVICES
80 AIRPORT BOULEVARD
AURORA, COLORADO 80011
(303) 326-1988**

REQUEST FOR PROPOSAL

The Aurora Public Schools would appreciate receiving your proposal on:

RFP #2592-15 – District-Wide Walk-in Cooler/Freezer EC Motor Retrofit and Limited Controls Replacement

Sealed proposals will be received by Aurora Public Schools in the Purchasing Department, 80 Airport Boulevard, Aurora, Colorado 80011 until **Monday, March 2, 2015 at 2:00 p.m.**

Any proposals received after the above closing time shall be returned unopened.

Mandatory pre-proposal conferences are scheduled for **Thursday, February 5, 2015 and Friday, February 6, 2015 from 8:00 a.m. to 3:00 p.m.** Each day, we will begin outside outside on the North side of the District Warehouse, located at 80 Airport Blvd, Aurora, CO 80011. The Warehouse is approximately 300 yards Southeast of the Bus Garage. For reference, the Bus Garage is right along the East side of Airport Blvd, and the Warehouse is accessed off of the same entry located at the South end of the complex. We will spend as much time at the Warehouse, as is desired, by those attending, to survey its cold storage systems. (It is recommended that prospective installers bring with them any tools to open access panels and a step ladder to reach them.) After agreement from all participating installers, that sufficient information has been gathered, we will proceed to the next location. From the Warehouse, we will travel throughout the South and East sections of the District placing the most emphasis on surveying middle, K-8 and high schools, and as time permits, stopping briefly at any elementary sites requested by those in attendance. A map depicting all district school locations will be provided to all those participating upon arrival to the Warehouse.

Friday's itinerary will begin at 8:00 a.m. at the same location: the District Warehouse. There, at the request of those attending, we will again devote time to surveying that building's cold storage systems if necessary. Upon agreement by all in attendance that sufficient information has been gathered, we will proceed to the next location. From the Warehouse, we will travel throughout the North and West sections of the District placing the most emphasis on surveying middle, K-8 and high schools, and as

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time permits, stopping briefly at any elementary sites requested by those in attendance. Each day, a half hour break will occur, sometime between 11:30 and 12:30, during which, time on your own can be spent eating or catching up on other personal business. At the conclusion of survey activities at each location, instructions to the next and subsequent locations will be given.

Vendors interested in submitting a proposal must be present. Attendance is mandatory at these dates and times as no other dates or times will be granted for walking the sites.

The School District does not obligate itself to accept the lowest or any other proposal. The School District reserves sole discretion, to reject any or all proposals, re-advertise for proposals and to waive any or all formalities or irregularities in the proposal process. When considering proposals and determining whether a contract will be awarded and, if so to which vendor, the School District may consider the price and such other factors relating to each proposal as the School District in its sole discretion, deems to be appropriate.

Awards will be made within a reasonable time after the closing of the RFP. Specifications, information and requirements of this RFP are enclosed.

Dated at Aurora, Colorado the Twenty-Seventh day of January 2015.

Joint District 28J of the Counties of Adams and Arapahoe.

By: Mary Kirschmer, CPPB
Senior Buyer

Vendor Name

I. GENERAL INSTRUCTIONS

1. **RESPONSIVE:** The RFP will be awarded to the most responsive, responsible respondent(s) as determined by the District based upon the evaluation criteria stated herein. Responsiveness to the RFP will be established only if the RFP meets the following requirements.
2. **DUE DATE:** All information requested must be completed and submitted by: **March 2, 2015 at 2:00 p.m. (MST)**. If the required information is not submitted in a timely manner, the proposal will be deemed non-responsive. **One original and two paper copies of the RFP shall be submitted.** Proposals are due to the Aurora Public Schools Purchasing Department, 80 Airport Boulevard, Aurora, Colorado 80011 by **2:00 p.m. (MST), March 2, 2015**. Proposals will not be publicly opened but the names of each respondent will be read.
3. **PROPOSAL FORM:** All RFP's must be signed and sealed in the form intended by the respondent. The sealed envelope must be marked **RFP #2592-15 – District-Wide Walk-In Cooler/Freezer EC Motor Retrofit and Limited Controls Replacement**. This sealed bid/proposal must be submitted at vendor's expense to the Aurora Public Schools Purchasing Department on or before the time and date of the bid/proposal opening. Time and validation will occur in the Purchasing Department. **Late bids/proposals will not be accepted.** No oral, telephonic, telegraphic or facsimile responses to informal, formal bids, request for proposals or modifications of any bid will be considered. Signature indicates agreement to comply with all terms, conditions, requirements and instructions of this bid/proposal as stated or implied herein. Signature indicates agreement to furnish the proposed materials, supplies, products, equipment and/or services in strict accordance with the conditions, requirements and specifications herein. Any alteration or erasure by the vendor in this proposal may constitute cause for rejection.
4. **COMPLETE RESPONSE:** Bidders must respond in each and every area as specified in the RFP documents, such as implementation, pricing, integration, timing, etc. When more than one solution is offered, each must be completed, and the proposal must be returned in its entirety. Each participating vendor shall provide all of the information requested and any additional information needed for a clear understanding of how all services will be performed. Accuracy of the proposal is the responsibility of the bidder.
5. **PRICES:** Prices may not be increased for the term of the contract. If prices decrease during the term of this contract, the successful vendor must notify

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the district of the lower prices so that all subsequent activity will reflect accurate pricing.

6. **DELIVERY OF SERVICES/PRODUCT:** All proposals shall be quoted **F.O.B. DESTINATION** to the delivery location listed below unless otherwise specified.

Delivery location(s): AURORA PUBLIC SCHOOLS
See Scope of Work for school names and locations

7. **PROCESS:** This process is a Request for Proposal/Competitive Negotiation process. The District reserves the right to negotiate on any or all components of each proposal submitted. From the time the proposals are submitted until the formal award of a contract, each proposal is considered a working document and as such will be kept confidential. The negotiation discussions will be held as confidential as well until such time as the award is completed. All information in the Colorado Open Records Act is a strong presumption for disclosure, merely marking information as confidential is not necessarily sufficient to prevent disclosure. The following information concerning the proposal shall not be considered as confidential commercial information even if it is clearly marked as such: prices, non-financial information concerning compliance with specifications, guarantees and warranties.
8. **DEVIATIONS:** Any deviation from the specifications **MUST** be noted in detail, and submitted in writing on the Bid Form. Complete specifications must be attached for any substitutions offered. In the absence of a specification deviation statement and accompanying specifications, the Bidder shall be held strictly accountable for full compliance with the specifications. Failure to submit a specification deviation statement, if applicable, shall be grounds for rejection of the item when offered for delivery. If specifications or descriptive papers are submitted with Bids, the Bidder's name must be clearly shown on each document.
9. **CHANGES:** All changes in the Bid documents made by the District shall be through written addendum and furnished to all bidders. All amendments to a bid submitted by a Bidder, if any, made on or before the bid submission deadline shall be submitted to the District in writing.
10. **COOPERATIVE LANGUAGE:** Other governmental agencies may be extended the opportunity to purchase off any Bid with the agreement of the successful vendor and the participating agencies. Due to all the variables in this type of Bid, the District will contact the successful Bidder and make it aware of the interest by another agency (if any). The successful Bidder and

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the interested agency will then be able to design the successful Bid around the parameter, i.e., delivery locations and specialty products. Each agency will then establish its own contract, place its own orders, issue its own purchase orders, be invoiced there from and make its own payments.

11. **ALTERNATE PROPOSALS:** Each respondent may submit alternate configuration or solutions. If a respondent submits alternate solutions, all information required in the proposal submission requirements shall be submitted for each solution proposed.

12. **CLARIFICATION:** All participating vendors shall agree to comply with all of the conditions, requirements and instructions of this proposal as stated or implied herein. Should the District omit anything from this proposal that is necessary to a clear understanding of its requirements, or should it appear that various instructions are in conflict, the vendor shall secure written instructions from the contact specified below. All requests for clarification or questions regarding the RFP shall be submitted to the contact below by February 20, 2015 at 3:00 P.M. MST. **All questions regarding the RFP must be submitted in writing via-e-mail to: Mary Kirschmer at makirschmer@aps.k12.co.us.**

13. **CONTACT:** All information shall be submitted at the dates and times indicated herein to:

Mary Kirschmer
Purchasing Department
Aurora Public Schools
80 Airport Boulevard
Aurora, CO 80011
makirschmer@aps.k12.co.us

All contacts regarding this request for proposal during the submittal preparation and evaluation period **must** be done in **writing** through the Aurora Public Schools Purchasing Department to the above contacts indicated in paragraph 12 CLARIFICATION.

<p>In the event that a firm has contact with any official, employee or representative of the District in any manner contrary to the above requirements, said firm may be disqualified from further consideration.</p>
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Vendor Name

II. TERMS AND CONDITIONS

1. **ACCURACY:** Participation in this proposal shall constitute a contract, which must be fulfilled by the respondent. Accuracy of the proposal is the responsibility of the respondent. Proposal may not be changed after the proposal deadline time and date. No dollar amount change would be allowed, only clarification.
2. **TERM:** The initial agreement term shall be one year. The District reserves the right to renew and extend the executed agreement(s) pertaining to all prices, terms, conditions, and specifications upon mutual agreement between the District and the selected bidder(s) for up to four additional one year periods, for a total five year agreement term.
3. **INSURANCE:** The respondent will be required to indemnify and hold the District harmless from suits or actions of any kind, including worker's compensation claims, brought against it for or on account of any damages or injuries received or sustained by any parties, by or from the acts of the respondent or his agents. The successful vendor(s) will furnish copies of insurance certificates confirming the following insurance coverage:
 - Commercial general liability with limits of not less than \$2 million per occurrence/\$4 million aggregate;
 - Professional liability insurance with limits between \$2 million per claim and aggregate, if "claims made", coverage is to be maintained for a period of two years beyond the expiration of this contract or a two-year extended reporting period must be purchased.
 - Statutory workers' compensation coverage and employer's liability insurance with limits of not less than \$100,000.
 - Comprehensive automobile liability insurance coverage is also required.

All insurance carriers must have an "AM Best" rating of A-VIII or better. The District is to be included as an "Additional Insured" on the commercial general liability. The District must be notified by certified mail at least 30 days prior to cancellation of any insurance policy. Notwithstanding the preceding, the District may waive or modify these requirements. Such waiver or modification shall not be effective unless made in writing executed by an appropriate officer or employee of the District.

4. **NONCOLLUSION:** By submission of the proposal, the respondent certifies that the proposal has been arrived at independently and submitted without collusion with any other respondent and that the contents of the proposal

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have not been communicated, to the best of its knowledge and belief, by any one of its employees or agents, to any person not an employee or agent of the respondent, and will not be communicated to any person prior to the official opening of the proposal.

5. **GRATUITIES:** Vendors are expressly advised that gratuities are not allowed. District employees may not accept any gift, service, honorarium, stipend or fee, or use their position for private advantage or personal, financial or material gain. The District will investigate reported violations. Vendors, whom the chief financial officer or designee finds to have violated these provisions, may be barred from doing business with the District. Employees may be disciplined according to district policy.

6. **AWARD:** No award shall be made to any person, firm or corporation that is in arrears upon any obligations to the District, or that otherwise may be deemed irresponsible or unreliable by the materials management director or designee. Proposals will be awarded based on the evaluation criteria established in the documentation. Utilizing the request for proposal process, the District reserves the right to select the individual/firm that best meets the needs of the District, taking into consideration supplier qualification, price and overall capability. The materials management director or designee reserves the right to waive any technical or formal errors or omissions and reject any and all bids/proposals, or to make an award, either in whole or in part, by item, category or total, whichever is deemed to be most advantageous to and in the best interest of the District. In compliance with the provisions of Colorado Revised Statutes, Sections 8-17-101 and 102, 8-18-101, and 8-19-101 and 102, preference shall be given to Colorado labor and to resident vendors against nonresident vendors to the extent required by those sections. It is understood and agreed that the District reserves the right to modify conditions, specifications and prices by mutual agreement with the selected vendor.

7. **RESIDENT BIDDER PREFERENCE:** Reciprocity is mandated by statute. C.R.S. 8-18-101 states, when a contract for commodities or services is to be awarded to a bidder, a resident bidder shall be allowed a preference against a nonresident bidder equal to the preference given or required by the state in which the nonresident bidder is a resident. The District will apply this statute to the extent necessary for all solicitations posted on RMEPS.

Any bidder who wishes to be considered a resident bidder shall include with their bid, proof as defined in CRS 8-19-102 (2)(a) or (b), as follows; "Resident bidder" means: (a) a person, partnership, corporation, or joint venture which is authorized to transact business in Colorado and which maintains its principal

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place of business in Colorado; or (b) A person, partnership, corporation, or joint venture which: (I) Is authorized to transact business in Colorado; (II) Maintains a place of business in Colorado; (III) Has paid Colorado unemployment compensation taxes in at least seventy-five percent of the eight quarters immediately prior to bidding on a construction contract for a public project, that he/she meets the definition of 6 resident bidder as defined in C.R.S. Section 24-103-101 (6)(a) or C.R.S. Section 24-103-101 (6)(b).

8. **APPEAL OF AWARD:** Respondents may appeal by submitting, in writing, a detailed request for reconsideration to the District's Materials Management Director within 72 hours after the recommendation of award has been made, provided that the appeal is sought by the Respondent prior to the District finalizing a contract with the selected vendor.
9. **GOVERNING LAW:** Venue for any and all legal action regarding or arising out of transactions covered herein shall be solely in the State of Colorado. The laws of the state of Colorado shall govern the transaction.
10. **GOVERNMENT REGULATIONS:** Respondent shall comply with all laws, statutes, ordinances, standards, rules and regulations of all federal, state, municipal and special district governmental authorities that are or may become applicable to any of the services or materials covered under this agreement. Compliance shall also include, without limitation, applicable District policies and records requirements.
11. **TAX:** The District is a political subdivision of the state of Colorado and as such is generally exempt and not liable for any sales, use, excise, property or other taxes imposed by any federal, state or local government tax authority. The District is also not liable for any franchise taxes or taxes related to the income of a contractor. No taxes of any kind shall be charged to the District. Quotations shall not include the cost of any such taxes, including those on any materials, supplies or equipment used or installed in the work. The vendor is hereby notified that when materials are purchased for the benefit of the District, some political subdivisions require the vendor to pay sales or use taxes even though the ultimate product or service is provided to the District. The District will not reimburse these sales or use taxes, nor will any prices be adjusted on account of such taxes. The vendor shall file an "Application for Exemption Certificate" with the Colorado Department of Revenue and submit copies of such certificate to the District upon award of the contract and prior to commencement of any work.
12. **COMPLIANCE:** The respondent agrees to comply with all applicable federal, state, and local laws, regulations, administrative rulings, and codes and

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secure all necessary licenses and permits in connection with this proposal and any services to be provided hereunder. All materials, supplies and equipment furnished or services performed under the terms of the purchase order or contract issued in response to this proposal shall comply with the requirements and standards specified in the Occupational Safety and Health Act of 1970, 29 U.S.C. SS 651 et seq., and regulations. If applicable, material safety data sheets must be sent with the proposal.

13. **INFRINGEMENT CLAIMS:** The respondent shall defend all suits or claims for infringement of any alleged patent rights, copyright or trade secrets arising under this agreement and shall indemnify the District from loss on account thereof and shall pay any judgments or fees resulting there from, including, but not limited to, royalties, license fees and attorneys' fees.
14. **INDEMNIFICATION:** The respondent agrees to indemnify and hold the District harmless from claims, suits or actions of every nature and description brought against it for or on account of any injuries or damages received or sustained by any party or parties, caused in whole or in part by or from the acts of the vendor, its servants or agents. To this extent, the vendor agrees to furnish adequate public liability and property damage insurance, the amount of which will be determined by the District whenever such insurance, in the opinion of the District, is deemed necessary.
15. **PERFORMANCE LABOR & MATERIAL BOND:** A Performance Labor & Material Bond will be required of the successful bidder. This bond will be in the amount of 100% of your bid and will be due prior to the commencement of any work. **Please submit bond to Mary Kirschmer @ APS (80 Airport Blvd. Aurora, CO 80011) within ten (10) working days after notification of award of bid.**

The cost of this bond is to be included in the total prices submitted and will not be recoverable as a separate cost item. The performance bond shall be valid for the entire period of the contract and for at least 90 days after the completion of the contract.

16. **HOLD HARMLESS:** The respondent agrees to protect, defend and hold the District harmless from and against any claim or demand for payment or other claim based upon or related to the use of any patented material, process, article or device that may enter into the manufacture, construction or form a part of any work covered or materials and equipment furnished under this bid/proposal.
17. **INDEPENDENT CONTRACTOR:** The respondent is an independent

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contractor, and nothing herein contained shall constitute or designate the respondent or any of its employees or agents as agents or employees of the District.

18. **EQUAL OPPORTUNITY:** In connection with the performance of any work under the bid/proposal, the respondent shall agree not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, creed, color, national origin, ancestry, age, sex or disability, and further agrees to insert the foregoing provisions in all subcontracts hereunder.
19. **CANCELLATION:** The contract may be terminated by either party by giving written notice to the other party no later than 90 calendar days before the proposed termination date. This provision may be exercised only after the contract has been in effect for six calendar months. If either party is in breach of the terms of the contract, the six calendar month provision may be waived and contract may be terminated by giving thirty days written notice. Under no circumstances will any damages be paid as a result of the termination of this contract. If the vendor exercises the right to terminate the contract early, it cannot bid on future proposals for the period of five years.
20. **APPROPRIATIONS:** Any and all obligations of the District under this agreement are subject to annual budgeting and appropriation by the District.
21. **FORCE MAJEURE:** No default, delay, or failure to perform by either party shall be considered a default, delay or failure to perform, if such default, delay or failure to perform is due to causes beyond either party's reasonable control including, but not limited to: strikes, lockouts, or inactions of governmental authorities, epidemics, war, acts of terrorism, embargoes, fire, earthquake, hurricanes or other severe weather conditions, acts of God, or default of common carrier. In the event of such default, delay or failure to perform, any date or times by which either party is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the excused default, delay or failure to perform.
22. **UNDOCUMENTED WORKERS:** The District will not enter into or renew a contract for services with vendors/contractors who knowingly employ or contract with undocumented workers to perform work under the contract or who knowingly contract with subcontractors who knowingly employ or contract with undocumented workers to perform work under the contract. Accordingly, all contracts and purchase orders awarded by the District will contain the following certification:

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The vendor/contractor shall not knowingly employ or contract with an undocumented worker to perform work under this contract, or enter into a contract with a subcontractor that fails to certify to the vendor/contractor that the subcontractor shall not knowingly employ or contract with an undocumented worker to perform work under this public contract.

The vendor/contractor has verified or attempted to verify through participation in the United States Citizenship and Immigration Services' Basic Pilot Employment Verification Program (hereinafter referred to as the "basic pilot program") that the vendor/contractor does not employ any undocumented worker. If the vendor/contractor has not been accepted into the basic pilot program prior to entering into this contract, the vendor/contractor shall apply to participate in the basic pilot program every three months until the vendor/contractor is accepted or the contract for services has been completed, whichever is earlier. The vendor/contractor shall not use the basic pilot program to undertake pre-employment screening of job applicants while the contract is being performed.

If the vendor/contractor obtains actual knowledge that a subcontractor performing work under this contract knowingly employs or contracts with an undocumented worker, the vendor/contractor shall:

- a. Notify the subcontractor and the District within three days that the vendor/contractor has actual knowledge that the subcontractor is employing or contracting with an undocumented worker; and
- b. Terminate the subcontract if within three days of receiving actual notice the subcontractor does not stop employing or contracting with the undocumented worker, except that the vendor/contractor shall not terminate the subcontract if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an undocumented worker.

The vendor/contractor shall comply with any reasonable request by the Department of Labor and Employment (hereinafter referred to as the "department") made in the course of an investigation that the department is undertaking pursuant to C.R.S. § 8-17.5-102(5).

If the vendor/contractor violates the provisions of this section, the District may terminate the contract for breach and the vendor/contractor shall be

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liable for actual and consequential damages.

- 23. CRIMINAL RECORD VERIFICATION:** Successful respondent/vendor will be required to complete criminal record checks on all employees who work on District property for this contract. Employees who have been convicted of a violent or serious felony, including crimes that require registration on the National Sex Offender Registry will not be allowed to work on District property for this contract. Each individual respondent/vendor will be responsible to adhere to any federal, state and local privacy and confidentiality requirements.

Vendor Name

GENERAL INFORMATION

Aurora Public Schools

**District-Wide Walk-In Cooler/Freezer EC Motor Retrofit and Limited
Controls Replacement
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Due: Monday, March 2, 2015 @ 2:00 P.M.

The Adams-Arapahoe School District 28J (Aurora Public Schools) is soliciting proposals from qualified designer and/or installers capable of reconfiguring and retrofitting walk-in coolers and freezers at 40 separate schools/sites within the District with operationally compliant energy efficient motors and controls in accordance with the scope of service specified. Qualified firms that meet all criteria will be considered. This Request for Proposal should not be misconstrued as a formal bid. There is absolutely no commitment to purchase or enter into a formal contract. Upon completion of our evaluation of your proposal, we may recommend that a formal contract be established.

All costs incurred in preparing proposal shall be the responsibility of Offerors.

There will be MANDATORY PRE-PROPOSAL conferences held on Thursday, February 5, 2015 and Friday, February 6, 2015 from 8:00 a.m. to 3:00 p.m. Each day, we will begin outside on the North side of the District Warehouse, located at 80 Airport Blvd, Aurora, CO 80011. The Warehouse is approximately 300 yards Southeast of the Bus Garage. For reference, the Bus Garage is right along the East side of Airport Blvd, and the Warehouse is accessed off of the same entry located at the South end of the complex. We will spend as much time at the Warehouse as is desired, by those attending, to survey its cold storage systems. (It is recommended that prospective installers bring with them any tools to open access panels and a step ladder to reach them.) After agreement from all participating installers, that sufficient information has been gathered, we will proceed to the next location. From the Warehouse, we will travel throughout the South and East sections of the District placing the most emphasis on surveying middle, K-8 and high schools, and as time permits, stopping briefly at any elementary sites requested by those in attendance. A map depicting all district school locations will be provided to all those participating upon arrival at the Warehouse.

Friday's itinerary will begin at 8:00 a.m. at the same location: the District Warehouse. There, at the request of those attending, we will again devote time to surveying that building's cold storage systems if necessary. Upon agreement by

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Vendors interested in submitting a proposal must be present. Attendance is mandatory at this date and time as no other date or time will be granted for walking the site.

Vendor Name

SCOPE of WORK

INTRODUCTION

Aurora Public Schools (“District”) invite proposals from qualified installers of electronically commutated motor (ECM) fan motors and evaporator fan speed controls to offer a full turnkey installation to replace existing inefficient equipment on no fewer than sixty-nine (69) walk-in coolers and freezers distributed throughout forty (40) schools/sites. (See Exhibit A for specific site locations and equipment quantities.) Additionally, at all middle, K-8 and high school sites as designated in Exhibit A, having 2 or more evaporator fans per walk-in, the contractor is invited to offer additional refrigeration related energy savings technologies, such as those that would enhance the efficiency of existing refrigeration compressor operation.

The District defines a full turnkey installation as one that includes the provision and installation of all equipment necessary to bring all walk-in coolers and freezers to their optimally efficient operation employing the technologies detailed herein at all 40 designated sites, regardless of verified or unverified existing condition, size, or quantity. With clear understanding of this definition, all proposals shall be regarded as the full price APS will pay in total for the work performed and materials supplied.

The awarded contractor will be selected based on the highest ranking of its proposal amongst all others in meeting the following four (4) criteria: (highest % out of 100%)

- **Highest Return On Investment (ROI):** up to 65% of total ranking
 - Calculated as $ROI = \frac{\text{annual electrical cost savings}}{\text{total investment} - \text{anticipated Xcel rebates}}$
 - Where annual electrical efficiency savings is calculated based on a blended \$/kWh = \$0.12. (kWh savings from proposed technologies must be substantiated in proposal supplied technical documentation)
 - Proposed Xcel rebate awards must accurately reference published Xcel DSM program guidelines and/or customer testimonials of their provision.
 - Claims for present and future O&M cost reductions will not be considered. (O&M savings claims included in ROI calculation will be grounds for contractor/supplier elimination.)
 - Company A w/ highest ROI earns 65% of avail 100% ranking
 - Company B w/ 2nd highest ROI = 60% of avail 100% ranking
 - Company C w/ 3rd highest ROI = 55% of avail 100% ranking, and

Vendor Name

so on.

- **Quality installation performance:** Performance evaluations to be directly verified by the District from responses issued by proposal supplied references. Award percentages below are based upon the number of positive responses obtained from three (3) references randomly selected from those provided. To qualify as a positive response, the projects on which the respondent critiques must be of similar size and scope (40 sites, 69 walk-ins, all fully installed in less than 6 months): up to 15% of total ranking
 - 3 positive references out of 3 contacted = 15% of total ranking
 - 2 positive references out of 3 contacted = 10% of total ranking
 - 1 positive references out of 3 contacted = 5% of total ranking
 - 0 of 3 = 0% of total ranking
- **Measurement, verification, and correction plan:** points subjectively awarded up to 10% of total ranking in consideration of the following:
 - The District desires that at least 20% of total bid price be retained for later payment until either of the following three (3) conditions are met, subject to a random sampling of at least 20% of installed sites (including the main food storage at the Warehouse, at least one [1] high school, one [1] middle school, and one [1] K-8) continuously sampled over a two-week interval (data gathered at a rate of no more than five [5] minutes/sample):
 1. Proof of performance is clearly demonstrated among all sites sampled, indicating that the ongoing extrapolated annual power consumption profile of the installed equipment operating to maintain district designated space temperature conditions, meet or exceed performance indicators stated in the proposal documents. Otherwise, conditions 2 or 3 below must be met.
 2. If power consumption profile performance discrepancies exist between sampled equipment and that documented in the proposal, and the installer chooses to accept the opportunity to correct them; once corrected, the same previously underperforming equipment and an additional 20% of randomly selected sites will be sampled applying the same sampling procedures used previously, at which point the proof of performance criteria outlined previously must be met. Otherwise, condition 3 below must be met.
 3. Credit the District an amount equal to the 5-year kWh difference (negotiable) between the under or non-performing equipment identified amongst the randomly selected sites as well as those of the same make and model installed across all sites to the originally proposed

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- performance metrics. (Credit amount will be calculated using \$0.12/kWh escalated at 3%/year)
- The District wishes to pay a minimal amount for this measurement, verification, and correction service, the cost of which will be fully borne by the installer, and factored into the overall project ROI. To minimize this cost, the District encourages the contractor to use real-time metering technology (eGauge) the District currently has installed at all of its sites, which District electricians will connect directly to circuits dedicated to walk-in cooler and freezer operation. Accordingly, installers should factor the reduced cost associated with this means of verification into their price proposal.
 - **Equipment serviceability:** points subjectively awarded up to 10% of total ranking in consideration of the following:
 - Extensiveness of factory authorized service professionals on-staff and/or agreements with local companies having factory authorized service professionals available to service equipment 24/7.
 - Testimonials obtained from proposal supplied references.
 - Clarity of service documentation supplied with proposal.
 - Proposal supplied training agenda (Proposal must include 8 hours broken out to 4 hours on two separate days of on-site training of District technicians.)

SCOPE OF SERVICES

The Base Bid shall include the following, and in preparing its proposal the installer may choose to consult Exhibit A. **(Note: Exhibit A, prepared by Franklin Energy during their district-wide audit conducted in October 2014, is supplied merely as a guide to grant the contractor some clarity around the general size and scope of the entire project. However, other than to validate the existence of walk-in cooler/freezers at the locations listed, APS makes no representation as to the completeness or accuracy of the audit. As such, the contractor shall make the necessary accommodations in its proposal to account for potential deviations from documented and actual site conditions, as no change orders will be accepted as a result of such inaccuracies.)**

Fan Blade and Motor Replacement

- The existing fractional horsepower alternating current (AC) single speed shaded pole fan motors within all walk-in coolers and freezers listed in Exhibit A as well as for those designated “field verify” shall be replaced with electronically commutated (EC) fan motors of equal size and whose maximum speed is at least equivalent to the speed of the existing fan blade and motor assembly.

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- Acceptable EC motor manufacturers are: (others accepted only with written District written approval)
 - Century
 - FridgeWize
 - GE
- EC motor sizes and voltages and fan blade dimensions for each school shall be determined by the contractor.
- Contractor shall install EC motors whose technical specifications are fully compliant with Xcel Energy Commercial Refrigeration rebates guidelines.
- All existing metal fan blades shall be replaced with carbon fiber fan blades. (FridgeWize Q8, Q10 or Q12 or approved equivalent with at least 10-year warranty)
- Contractor shall be responsible for the proper disposal of the existing AC fan motors.

Fan Controls

- Walk-in coolers with more than one (1) fan motor replacement shall be controlled using a controller that can reduce fan speed when the evaporator air temperature is identical to or lower than the walk-in cooler room temperature, and shall have the ability to control fan speed from 0 to 100 percent of the existing AC motor fan speed.
- Evaporator fan motor speed controls will be installed so that the speed of the evaporator fan motor will vary depending on the cooling requirement within the refrigerated space. This will be accomplished based upon compressor cycles through hardwiring into the thermostat or through suction and liquid pressures sensors.
- Acceptable evaporator fan speed control manufacturers are: (others accepted only with written District written approval)
 - FridgeWize
 - Fridgitek
 - KE-2
 - Supermarket Energy Technologies

Additional Scope Considerations

- At all middle, K-8, and high schools, the District requests proposals include replacement of existing AC motor/fan assemblies on the condenser(s) with EC motor and carbon fiber blade fan assemblies.
- Additionally, control improvements that optimize the operation of the condenser are also requested.
- A wide array of energy efficient equipment operational improvements exists at the District Warehouse where the majority of the District's bulk food cooling resides. Options open to consideration include retrofitting larger existing motors of evaporator and condenser(s), up to and including a

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complete reconfiguration of the food storage dedicated split systems. The same turnkey definition applies. (As necessary per city/state code, costs for design and construction documents, printing, associated review meetings, and permitting fees shall be included in the turnkey price.)

- At the conclusion of the project, a comprehensive O&M manual, with tabs separating each school, shall be supplied, clearly depicting within each tabbed section the design maintenance, and servicing procedures for all site installed refrigeration optimization equipment (i.e. motors, controllers, sensors).
- Other than on weekends and the below listed week days, work will be restricted to occur between the hours of 1:00 PM and 9:00 PM.
 - March 23rd - March 27th
 - May 21st – May 22nd
 - June 26th – August 11th

MINIMUM QUALIFICATIONS

Past Experience – the District will consider past experience in designing and installing mechanical and electrical system modifications of similar size and complexity. The installer must have experience with simultaneously designing and installing multiple systems. If the installer forms a joint venture or other teaming arrangement, these same considerations will be applied to the parties to the joint venture or teaming arrangement cumulatively.

PROPOSAL REQUIREMENTS

All proposals must contain the following information:

1. A brief summary of the important characteristics of your firm/team that demonstrate the firm/team meets all of the minimum qualifications as listed previously in this document, including a description of the firm stating the size, locations, nature of the work performed by the firm and number of years in existence.
2. Past Experience: The District will consider past experience in designing and installing mechanical and electrical system modifications of similar size and complexity. The bidder shall submit reference names and numbers for at least 3 projects.
3. The names of the key personnel who will participate in this transaction including identification of the person who will be directly responsible for the day-to-day work on the project and a brief resume of these individuals' pertinent experiences and qualifications. Also include the name of the individual having direct responsibility for coordinating directly with Nick

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Grahf of Franklin Energy, to ensure that all documentation (Custom applications, invoices, etc) is properly completed and submitted to Xcel Energy to ensure all applicable rebates projected in the proposal are earned.

4. A project timeline and a budgetary planning estimate for the system and service (includes installation, training, documentation and support) recommended.
5. Proposals will be expected to demonstrate the following features to be eligible for this RFP:
 - a. Successful bidder shall be a manufacturer's representative for the EC motors and controls and either supply a list of on-staff factory authorized maintenance technicians, or supply a list of company names and numbers with which the bidder has agreements in place to perform maintenance on its installed equipment by factory authorized technicians.
 - b. Successful bidder shall provide an initial baseline energy savings report with the estimated savings for each school, with specific reference made to efficiency claims made in accompanying technical documentation, and any assumptions made. Mathematic equations used to derive savings should be clearly laid out. A final energy savings report shall be prepared and delivered at the end of September 2015 estimating savings for each school using actual historical kWh data trends gathered from sampled sites.
 - c. Successful bidder shall provide a detailed construction plan and deployment schedule for the sites.
 - d. Proposals must include comprehensive technical documentation for all motor, fan blade, and controls makes and models proposed for installation, including documentation substantiating all efficiency claims.
6. The proposal must include two (2) four (4) hour sessions of hands-on training to Kitchen technicians in proper operation and maintenance procedures.
7. Proposal must include a two (2) year warranty on all equipment and installation labor.

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8. The installer whose proposal is chosen, shall promptly contract with APS to perform the work. A delay in contracting by two (2) or more weeks will result in the contractor forfeiting their right to the work and the contract will be awarded to the bidder whose proposal earned the next highest rank.
9. Proposal must include installer commitment to promptly complete and submit on the District's behalf all requested applicable rebate applications to Xcel Energy or its business partner, Franklin Energy, and agreement to supply all requested supporting documentation and calculations. It can be assumed, where applicable, that all custom preapproval applications have been submitted and authorizations have been obtained. If in addition to the District's full and final payment to the installer, it or any affiliates claim rights to any portion of awarded rebates, the installer must **clearly** state so both in its turnkey price and written sections of the proposal.

PROPOSAL RESPONSE FORMAT

1. **Transmittal Letter, cover page.** The following items shall be placed within this section- transmittal cover letter, signed front page from RFP.
2. **Management Summary.** Provide a management summary which includes, but is not limited to, the following:
 - a. Provide an overview of your proposal and highlight the benefits.
 - b. Why is your proposed solution best suited to meet the needs of Aurora Public Schools?
3. **Supplier Profile.** Provide a vendor profile which includes, but is not limited to, the following:
 - a. The legal name of your company.
 - b. Provide a brief description and history of your company.
 - c. Indicate the number of years the company has been in business.
 - d. Indicate the size of your company, including the company's market share and number of installations. What is the headquarters location address and relevant phone numbers?

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- e. Discuss the ownership and organizational structure of your company and its support staff.
 - f. Provide an organizational chart for the team that would be assigned to this account and a paragraph about each, discussing his/her qualifications and experience as it pertains to the requirements of this account. Also provide the minimum percentage of time the team member would devote to this account.
 - g. Provide the total number of your staff, management, development, installation.
 - h. Financial Information. Supplier shall provide an audited financial statement or public annual report. Also, provide your Dun & Bradstreet and tax ID number. This information shall remain confidential and will not be made part of the public record.
4. **Technical Summary and Equipment Offering.** Provide information to demonstrate that your firm has the technical or specialized expertise to assist the District in furnishing a comprehensive turnkey solution, installation and live implementation of the system.
5. **Schedule and Implementation Plan.** Describe your project plan: requirements analysis/process review, hardware solution and installation.

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Certification Regarding Debarment and Suspension

Prospective participant certifies to the best of its knowledge and belief that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

Certification Regarding Lobbying Activities

The undersigned certifies, to the best of its knowledge and belief that: No federal appropriated, or any other funds have been or will be paid on behalf of influencing the award of a Federal contract, grant, loan or cooperative agreement.

Signature of Authorized Certifying Official

Title

Applicant Organization

Date