



**CITY OF FORT COLLINS
INVITATION TO BID
BID 6047
HVAC Services Annual-2007
BID OPENING: 2:30 p.m. (our clock), March 30, 2007**

Sealed bids will be received and publicly opened at the office of the Director of Purchasing and Risk Management, PO Box 580, 215 North Mason St., 2nd floor, Fort Collins, Colorado 80522, at the time and date noted on the bid proposal and/or contract documents. If delivered, they are to be sent to 215 North Mason Street, 2nd Floor, Fort Collins, Colorado 80524. If mailed, the address is P.O. Box 580, Fort Collins, 80522-0580.

Bids must be received at the Purchasing Office prior to 2:30 p.m. (our clock), March 30, 2007.

Questions concerning the scope of the bid should be directed to Project Manager Steve Seefeld, (970) 221-6227.

Questions regarding bid submittal or process should be directed to James R. Hume, CPPO, Senior Buyer (970) 221-6776.

A copy of the Bid may be obtained as follows:

1. Download the Bid from the Purchasing Webpage, Current Bids page, at: <https://secure2.fcgov.com/bsol/login.jsp>.
2. Come by Purchasing at 215 North Mason St., 2nd floor, Fort Collins, and request a copy of the Bid.

Special Instructions

All bids must be properly signed by an authorized representative of the company with the legal capacity to bind the company to the agreement. Bids may be withdrawn up to the date and hour set for closing. Once bids have been accepted by the City and closing has occurred, failure to enter into contract or honor the purchase order will be cause for removal of supplier's name from the City of Fort Collins' bidders list for a period of twelve months from the date of the opening. The City may also pursue any remedies available at law or in equity. Bid prices must be held firm for a period of forty-five (45) days after bid openings.

Submission of a bid is deemed as acceptance of all terms, conditions and specifications contained in the City's specifications initially provided to the bidder. Any proposed modification must be accepted in writing by the City prior to award of the bid.

Only bids properly received by the Purchasing Office will be accepted. All bids should be clearly identified by the bid number and bid name contained in the bid proposal.

No proposal will be accepted from, or any purchase order awarded, to any person, firm or corporation in default on any obligation to the City.

Bids must be furnished exclusive of any federal excise tax, wherever applicable.

Bidders must be properly licensed and secure necessary permits wherever applicable.

Bidders not responding to this bid will be removed from our automated vendor listing for the subject commodities.

The City may elect where applicable, to award bids on an individual item/group basis or on a total bid basis, whichever is most beneficial to the City. The City reserves the right to accept or reject any and all bids, and to waive any irregularities or informalities.

Sales prohibited/conflict of interest: no officer, employee, or member of City Council, shall have a financial interest in the sale to the City of any real or personal property, equipment, material, supplies or services where such officer or employee exercises directly or indirectly any decision-making authority concerning such sale or any supervisory authority over the services to be rendered.

This rule also applies to subcontracts with the City. Soliciting or accepting any gift, gratuity, favor, entertainment, kickback or any items of monetary value from any person who has or is seeking to do business with the City of Fort Collins is prohibited.

Freight terms: unless otherwise noted, all freight is F.O.B. Destination, Freight Prepaid. All freight charges must be included in prices submitted on proposal.

Discounts: any discounts allowed for prompt payment, etc., must be reflected in bid figures and not entered as separate pricing on the proposal form.

Purchasing restrictions: your authorized signature of this bid assures your firm's compliance with the City's purchasing restrictions. A copy of the resolutions is available for review in the Purchasing Office or the City Clerk's Office. Request Resolution 91-121 for cement restrictions.

Collusive or sham bids: any bid deemed to be collusive or a sham bid will be rejected and reported to authorities as such. Your authorized signature of this bid assures that such bid is genuine and is not a collusive or sham bid.

Bid results: for information regarding results for individual bids send a self-addressed, self-stamped envelope and a bid tally will be mailed to you. Bid results will be posted in our office 7 days after the bid opening.

James B. O'Neill II, CPPO, FNIGP
Director of Purchasing and Risk Management

**BID PROPOSAL
BID # 6047**

BID OPENING: March 30, 2007, 2:30pm (our clock)

WE HEREBY ENTER OUR BID FOR THE CITY OF FORT COLLINS' REQUIREMENTS FOR **HVAC SERVICES** - ANNUAL PER THE BID INVITATION AND ANY REFERENCED SPECIFICATIONS:

Service Provider will perform HV AC repair, maintenance, equipment upgrades, as requested and minor installation services for the City of Fort Collins. Needed services during the contract period will be requested through issuance of work order. There is no guaranteed minimum amount of services to be ordered. No work order exceeding \$50,000 will be issued. The City reserves the right to supply any or all materials. The contractor will occasionally be required to work non-traditional hours. ie., hours other than 8:00 A.M. to 5:00 P.M., Monday through Friday; and weekends. The City of Fort Collins expects quality work which may exceed minimum industry standards.

1. Service Provider must:

- A. Provide normal services as established in the work order.
- B. Carry insurance levels as required in the agreement.
- C. Provide a contact phone number, fax number, and email address for use during normal business hours to request regular services and for project coordination.
- D. Respond to regular service requests within 24 hours of the request.
- E. Provide contact information for after normal business hours to be used to request emergency or urgently needed services.
- F. Provide emergency or urgently requested services within two (2) hours of request.
- G. Clean-up the job site at the end of each day and at work completion.
- H. Obtain any needed permits for repair or installation work.
- I. Be licensed to do business in the City of Fort Collins as a Mechanical Contractor.
- J. Move and reset all furnishings such as desks, chairs, filing cabinets etc., which may interfere with doing the work.

2. Bidder Qualification. Bidder must:

- A. Have five(5) years experience in maintenance and repair of commercial/industrial HVAC equipment and at least three (3) qualified HVAC technicians.
- B. Have licensed personnel capable of wiring line voltage and control circuitry and installing piping for solar, chillers, and other mechanical equipment installation.

- C. Have experience in all matters of HVAC controls, such as: designing basic systems, preparing schematics of existing systems, and installing, troubleshooting, and calibrating pneumatic, electric, and electronic controls.
 - D. Be able to do design and develop schematics for retrofits or modifications made to HVAC systems.
 - E. Have qualified personnel with experience on boilers (up to 150 hp) and hydronic systems, chillers (up to 100 tons) and chilled water systems, air handlers, rooftop units, multi-zone systems, forced air furnaces, exhaust fans, water heaters, domestic and commercial solar systems, infrared systems, etc.
 - F. Be able to install troubleshoot, calibrate, and repair Johnson Controls DSC's and associated field hardware. Contractor must produce a list of DSC equipment they have worked on or been associated with.
 - G. Be capable of doing water analysis/treatment on boiler and chiller systems.
 - H. Be capable of refrigerant reclaim on a commercial system level of R-12 and R-22.
 - I. Have ability and knowledge of eddy current testing of boiler and chiller tubes.
 - J. Be able to perform refrigerant oil sampling and provide oil analysis lab reports.
 - K. Provide list of at least three (3) commercial/industrial jobs that they have done in each of the required categories (HV AC Repair, HV AC Maintenance, HV AC Controls, and HV AC Installation), that have been completed in the last three (3) years (include: location, date of work, scope of work, and points of contact)
 - L. Provide proof of personnel qualifications, to include but not limited to: copies of licenses, CFC license, employee resumes, school certificates and reference letters.
 - M. Have adequate and sufficient equipment to perform quality services. Provide list of tools (specific to HVAC) and equipment the company has on hand.
- 3. Work Order Procedure:**
- A. All job estimates must be submitted on a unit price basis consistent with the prices established in the Methods of Award/Bid Proposal section.
 - B. Contractor will invoice for all jobs completed on a unit price basis with the prices established in the Method of Award/Bid Proposal section, including appropriate mark up on materials, if any. Material invoices must be included with the billing invoices.
 - C. Work order number must be included on the billing invoices.

4. Other Fees and Surcharges

Mobilization or equipment charges: the City will not pay such charges when the Contractor is providing regular or emergency service work. Contractor may charge the City a reasonable fee for the use of equipment not normally carried or used in the course of providing such services, such as special recycling equipment or the rental of equipment like a forklift. Any such extra charges must be approved by the City contact person or project manager.

Trip charges: the City will not pay such charges when the Contractor is providing regular or emergency service work. Trip charges may be approved in special circumstances, such as when the Contractor arrives at the work site to find that services are no longer needed, for whatever reason; or when the Contractor is required to make extra trips to a work site. Such charges must be approved by the City contact person or project manager.

Fuel surcharges: when fuel prices rise enough to cause an increase in the cost of providing services, the Contractor may request that the City allow an extra surcharge to cover such added costs. The City will decide, on a case-by-case basis, whether or not to grant such an increase.

Bid Proposal, Bid # 6047

HVAC Services

Bid pricing for work done under this agreement:

Journeyman - regular	Journeyman - overtime	Apprentice - regular	Apprentice - overtime
\$ / hour	\$ / hour	\$ / hour	\$ / hour
\$ / hour	\$ / hour	\$ / hour	\$ / hour
Maximum material mark-up the City will pay:		Under \$500 +15%	Over \$500 +10%
Enter your bid material mark-up rates:		Under \$500 ____ %	Over \$500 ____ %

For this agreement your normal work hours are ____ a.m. to ____ p.m.

The amount of any trip charge (if approved per Section 4, above): \$ _____ per trip.

Material invoices must be included with billing statements.

Method of Award:

Award will made to the responsive and responsible bidder with the lowest total cost for the labor and material requirements of the sample job listed below. Use your bid rates listed above. No additional fees or surcharges are to be part of this sample job.

20 hours x \$ _____ (Normal Hourly rate for Journeyman) = \$ _____

5 hours x \$ _____ (Overtime Hourly rate for Journeyman) = \$ _____

\$5000 in materials x 1. ____ % = \$ _____

TOTAL COST = \$ _____

Signature: Print Name:	Title:
Company Name:	Date:
Street: City/State/Zip:	Phone #: Fax #:

Sample

SERVICES AGREEMENT
HVAC Services
Work Order Type

THIS AGREEMENT made and entered into the day and year set forth below, by and between THE CITY OF FORT COLLINS, COLORADO, a Municipal Corporation, hereinafter referred to as the "City" and _____, hereinafter referred to as "Service Provider".

WITNESSETH:

In consideration of the mutual covenants and obligations herein expressed, it is agreed by and between the parties hereto as follows:

1. Services to be Performed.

a. This Agreement shall constitute the basic agreement between the parties for Drywall Contractor services. The conditions set forth herein shall apply to all services performed by the Service Provider on behalf of the City and particularly described in Work Orders agreed upon in writing by the parties from time to time. Such Work Orders, a sample of which is attached hereto as Exhibit "A", consisting of one (1) page, and incorporated herein by this reference, shall include a description of the services to be performed, the location and time for performance, the amount of payment, any materials to be supplied by the City and any other special circumstances relating to the performance of services. No work order shall exceed \$50,000. The only services authorized under this agreement are those which are performed after receipt of such Work Order, except in emergency circumstances where oral work requests may be issued. Oral requests for emergency actions will be confirmed by issuance of a written Work Order within two (2) working days.

b. The City may, at any time during the term of a particular Work Order and without invalidating the Agreement, make changes within the general scope of the particular services assigned and the Service Provider agrees to perform such changed services.

2. Changes in the Work. The City reserves the right to independently bid any services rather than issuing work to the Service Provider pursuant to this Agreement. Nothing within this Agreement shall obligate the City to have any particular service performed by the Service Provider.

3. Time of Commencement and Completion of Services. The services to be performed pursuant to this Agreement shall be initiated as specified by each written Work Order or oral emergency service request. Oral emergency service requests will be acted upon without waiting for a written Work Order. Time is of the essence.

4. Contract Period. This Agreement shall commence April 15, 2007, and shall continue in full force and effect until April 14, 2008, unless sooner terminated as herein provided. In addition, at the option of the City, the Agreement may be extended for additional one year periods not to exceed four (4) additional one year periods. Pricing changes shall be negotiated by and agreed to by both parties. The Denver - Boulder CPI-U as published by the Colorado State Planning and Budget Office will be used as a guide. Written notice of renewal shall be provided to the Service Provider and mailed no later than 60 (sixty) days prior to contract end.

5. Delay. If either party is prevented in whole or in part from performing its obligations by unforeseeable causes beyond its reasonable control and without its fault or negligence, then the

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party so prevented shall be excused from whatever performance is prevented by such cause. To the extent that the performance is actually prevented, the Service Provider must provide written notice to the City of such condition within fifteen (15) days from the onset of such condition.

6. Early Termination by City/Notices. Notwithstanding the time periods contained herein, the City may terminate this Agreement at any time without cause by providing written notice of termination to the Service Provider. Such notice shall be mailed at least fifteen (15) days prior to the termination date contained in said notice unless otherwise agreed in writing by the parties. All notices provided under this Agreement shall be effective when mailed, postage prepaid and sent to the following address:

City:

City of Fort Collins, Purchasing
P.O. Box 580
Ft. Collins, CO 80522

Service Provider:

In the event of early termination by the City, the Service Provider shall be paid for services rendered to the termination date, subject only to the satisfactory performance of the Service Provider's obligations under this Agreement. Such payment shall be the Service Provider's sole right and remedy for such termination.

7. Contract Sum. This is an open-end indefinite quantity Agreement with no fixed price. The actual amount of work to be performed will be stated on the individual Work Orders. The City makes no guarantee as to the number of Work Orders that may be issued or the actual amount of services which will be requested. No Work Order of \$50,000 or more shall be issued.

8. Payments.

a. The City agrees to pay and the Service Provider agrees to accept as full payment for all work done and all materials furnished and for all costs and expenses incurred in performance of the work the sums set forth for the hourly labor rate and material costs, with markups, set forth below:

(enter labor rates)

b. Payment shall be made only upon acceptance of the work by the City and upon the Service Provider furnishing satisfactory evidence of payment of all wages, taxes, supplies and materials, and other costs incurred in connection with the performance of such work.

9. City Representative. The City's representative will be shown on the specific Work Order and shall make, within the scope of his or her authority, all necessary and proper decisions with reference to the work requested. All requests concerning this Agreement shall be directed to the City Representative.

10. Independent Contractor. It is agreed that in the performance of any services hereunder, the Service Provider is an independent contractor responsible to the City only as to the results to be obtained in the particular work assignment and to the extent that the work shall be done in accordance with the terms, plans and specifications furnished by the City.

11. Personal Services. It is understood that the City enters into the Agreement based on the special abilities of the Service Provider and that this Agreement shall be considered as an agreement for personal services. Accordingly, the Service Provider shall neither assign any

responsibilities nor delegate any duties arising under the Agreement without the prior written consent of the city.

12. Acceptance Not Waiver. The City's approval or acceptance of, or payment for any of the services shall not be construed to operate as a waiver of any rights under the Agreement or of any cause of action arising out of the performance of this Agreement.

13. Warranty.

- (a) Service Provider warrants that all work performed hereunder shall be performed with the highest degree of competence and care in accordance with accepted standards for work of a similar nature.
- (b) Unless otherwise provided in the Agreement, all materials and equipment incorporated into any work shall be new and, where not specified, of the most suitable grade of their respective kinds for their intended use, and all workmanship shall be acceptable to City.
- (c) Service Provider warrants all equipment, materials, labor and other work, provided under this Agreement, except City-furnished materials, equipment and labor, against defects and nonconformance in design, materials and workmanship for a period beginning with the start of the work and ending twelve (12) months from and after final acceptance under the Agreement, regardless whether the same were furnished or performed by Service Provider or by any of its subcontractors of any tier. Upon receipt of written notice from City of any such defect or nonconformance, the affected item or part thereof shall be redesigned, repaired or replaced by Service Provider in a manner and at a time acceptable to City.

14. Default. Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this agreement, such party may be declared in default thereof.

15. Remedies. In the event a party has been declared in default, such defaulting party shall be allowed a period of ten (10) days within which to cure said default. In the event the default remains uncorrected, the party declaring default may elect to (a) terminate the Agreement and seek damages; (b) treat the Agreement as continuing and require specific performance; or (c) avail himself of any other remedy at law or equity. If the non-defaulting party commences legal or equitable actions against the defaulting party, the defaulting party shall be liable to the non-defaulting party for the non-defaulting party's reasonable attorney fees and costs incurred because of the default.

16. Binding Effect. This writing, together with the exhibits hereto, constitutes the entire agreement between the parties and shall be binding upon said parties, their officers, employees, agents and assigns and shall inure to the benefit of the respective survivors, heirs, personal representative, successors and assigns of said parties.

17. Indemnity/Insurance. a. The Service Provider agrees to indemnify and save harmless the

City, its officers, agents and employees against and from any and all actions, suits, claims, demands or liability of any character whatsoever, brought or asserted for injuries to or death of any person or persons, or damages to property arising out of, result from or occurring in connection with the performance of any service hereunder.

b. The Service Provider shall take all necessary precautions in performing the work hereunder to prevent injury to persons and property.

c. Without limiting any of the Service Provider's obligations hereunder, the Service Provider shall provide and maintain insurance coverage naming the City as an additional insured under this Agreement of the type and with the limits specified within Exhibit "B", consisting of one (1) page, attached hereto and incorporated herein by this reference. The Service Provider before commencing services hereunder, shall deliver to the City's Director of Purchasing and Risk Management, P. O. Box 580, Fort Collins, Colorado 80522 one copy of a certificate evidencing the insurance coverage required from an insurance company acceptable to the city.

18. Entire Agreement. This Agreement, along with all Exhibits and other documents incorporated herein, shall constitute the entire Agreement of the parties. Covenants or representations not contained in this Agreement shall not be binding on the parties.

19. Law/Severability. This Agreement shall be governed in all respect by the laws of the State of Colorado. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction such holding shall not invalidate or render unenforceable any other provision of this Agreement.

20. Prohibition Against Employing Illegal Aliens. This paragraph shall apply to all Contractors whose performance of work under this Agreement does not involve the delivery of a specific end product other than reports that are merely incidental to the performance of said work. Pursuant to Section 8-17.5-101, C.R.S., *et. seq.*, Contractor represents and agrees that:

A. As of the date of this Agreement:

1. Contractor does not knowingly employ or contract with an illegal alien; and
2. Contractor has participated or attempted to participate in the basic pilot employment verification program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, administered by the United States Department of Homeland Security (the "Basic Pilot Program") in order to verify that Contractor does not employ any illegal aliens.

B. Contractor shall not knowingly employ or contract with an illegal alien to perform works under this Agreement or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

C. Contractor shall continue to apply to participate in the Basic Pilot Program and shall in writing verify same every three (3) calendar months thereafter, until Contractor is

accepted or the public contract for services has been completed, whichever is earlier. The requirements of this section shall not be required or effective if the Basic Pilot Program is discontinued.

- D. Contractor is prohibited from using Basic Pilot Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
- E. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall:
 - 1. Notify such subcontractor and the City within three days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
 - 2. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this section the subcontractor does not cease employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- F. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment (the "Department") made in the course of an investigation that the Department undertakes or is undertaking pursuant to the authority established in Subsection 8-17.5-102 (5), C.R.S.
- G. If Contractor violates any provision of this Agreement pertaining to the duties imposed by Subsection 8-17.5-102, C.R.S. the City may terminate this Agreement. If this Agreement is so terminated, Contractor shall be liable for actual and consequential damages to the City arising out of Contractor's violation of Subsection 8-17.5-102, C.R.S.
- H. The City will notify the Office of the Secretary of State if Contractor violates this provision of this Agreement and the City terminates the Agreement for such breach.

CITY OF FORT COLLINS, COLORADO
a municipal corporation

By: _____
James B. O'Neill II, CPPO, FNIGP
Director of Purchasing and Risk Management

Date: _____

(Company name)

By: _____

(print name)

(Corporate President or Vice President)

Date: _____

Exhibit A:

WORK ORDER FORM
PURSUANT to an AGREEMENT BETWEEN
the CITY of FORT COLLINS
and

Dated: _____

Work Order Number: _____

Purchase Order Number: _____

Project Title: _____

Commencement Date: _____

Completion Date: _____

Maximum Fee: (time and reimbursable direct costs): \$ _____

Project Description: _____

Scope of Services: _____

Acceptance _____

User

Service Provider agrees to perform the services identified above and on the attached forms in accordance with the terms and conditions contained herein and in the Services Agreement between the parties. In the event of a conflict between or ambiguity in the terms of the Services Agreement and this work order (including the attached forms) the Services Agreement shall control.

The attached forms consisting of ____ () pages are hereby accepted and incorporated herein by this reference, and Notice to Proceed is hereby given.

City of Fort Collins

By: _____

Date: _____

Director of Purchasing and Risk Management
Over \$30,000

Service Provider

By: _____

Date: _____

Exhibit B:

INSURANCE REQUIREMENTS

1. The Service Provider will provide, from insurance companies acceptable to the City, the insurance coverage designated hereinafter and pay all costs. Before commencing work under this bid, the Service Provider shall furnish the City with certificates of insurance showing the type, amount, class of operations covered, effective dates and date of expiration of policies, and containing substantially the following statement:

"The insurance evidenced by this Certificate will not be cancelled or materially altered, except after ten (10) days written notice has been received by the City of Fort Collins."

In case of the breach of any provision of the Insurance Requirements, the City, at its option, may take out and maintain, at the expense of the Service Provider, such insurance as the City may deem proper and may deduct the cost of such insurance from any monies which may be due or become due the Service Provider under this Agreement. The City, its officers, agents and employees shall be named as additional insured on the Service Provider's general liability and automobile liability insurance policies for any claims arising out of work performed under this Agreement.

2. Insurance coverage shall be as follows:
 - A. **Workers' Compensation & Employer's Liability.** The Service Provider shall maintain during the life of this Agreement for all of the Service Provider's employees engaged in work performed under this agreement:
 1. Workers' Compensation insurance with statutory limits as required by Colorado law.
 2. Employer's Liability insurance with limits of \$100,000 per accident, \$500,000 disease aggregate, and \$100,000 disease each employee.
 - B. **Commercial General & Vehicle Liability.** The Service Provider shall maintain during the life of this Agreement such commercial general liability and automobile liability insurance as will provide coverage for damage claims of personal injury, including accidental death, as well as for claims for property damage, which may arise directly or indirectly from the performance of work under this Agreement. Coverage for property damage shall be on a "broad form" basis. The amount of insurance for each coverage, Commercial General and Vehicle, shall not be less than \$500,000 combined single limits for bodily injury and property damage.

In the event any work is performed by a subcontractor, the Service Provider shall be responsible for any liability directly or indirectly arising out of the work performed under this Agreement by a subcontractor, which liability is not covered by the subcontractor's insurance.