



Fremont Sanitation District

107 Berry Parkway
Cañon City, Colorado 81212

Request for Proposal

RFP 2025-06

Project Name:

Boiler System and Air Handling Unit-3 Replacement Project

Fremont Sanitation District
Phone: 719-784-6336 Ext. 106
Email: rfp@fsd.co

RFP and Project Information:
<https://www.fsd.co/planroom/>
Release Date: March 3, 2025

Table of Contents

	<u>Page #</u>
1 PROJECT OVERVIEW AND ORIENTATION	4
1.1 Purpose	4
1.2 Abbreviation Introductions, Acronyms, and Definitions	4
1.3 Introduction	4
1.4 Scope of Work.....	5
1.5 Participation	5
1.6 "District" Organization.....	5
1.7 Schedule of Events	5
2 PROPOSAL CONSIDERATIONS AND PREPARATION GUIDELINES.....	6
2.1 Vendor's Understanding of the RFP.....	6
2.2 Mandatory Pre-Proposal Site Visit.....	6
2.3 Good Faith Statement.....	6
2.4 Proposal Submission, Communication(s), Inquiries, Questions.....	6
2.5 Addenda.....	7
2.6 Proposal Submission	7
2.7 Proposal Review and Evaluation (Criteria).....	7
2.8 Proposal Selection.....	7
3 SPECIFICATIONS, INSTALLATION REQUIREMENTS, AND STANDARDS.....	8
3.1 System Criteria and Replacement.....	8
3.2 Removal of Existing Boiler System and Air Handling Unit-3	8
3.3 Installation of Proposed Boiler System and Air Handling Unit.....	9
3.4 Mechanical, Electrical, Plumbing and HVAC Work	9
3.5 Integration and Connectivity with Current Maintenance Program	10
3.6 Startup & Functionality and Performance Testing.....	10
3.7 Cleanup	10
3.8 Documents by Reference	10
4 PROPOSAL SUBMITTAL REQUIREMENTS	10
4.1 Submittals (Materials)	10
4.2 Submittals (Experience, Qualifications)	11
4.3 Submittals (Project Schedule)	11
4.4 Submittals (Warranty)	11
4.5 Submittals (Safety Plan).....	11
4.6 Submittals (Quality Control Plan)	11
4.7 Submittals (Environmental Concerns).....	11
4.8 Submittals (Pricing).....	12
4.9 Submittals (Payment Schedule)	12
4.10 Addenda Receipt.....	13
4.11 Submittals (Vendor Certification).....	14
4.12 Submittals (Bid Bond)	14
5 TERMS & CONDITIONS.....	14
5.1 Vendor Costs	14
5.2 Vendor Responses.....	14
5.3 Governing Law	14
5.4 District Liability	14

5.5 Vendor Requirements / Responsibilities14
5.6 Insurance Requirements16
5.7 Tax Exemption on Materials16
5.8 Attachments and Exhibit.....16
5.9 Keep Jobs in Colorado Act (HB 1292)16
5.10 Vendor Payment17
5.11 Entire RFP.....17
6 VENDOR CERTIFICATION..... 18

1 PROJECT OVERVIEW AND ORIENTATION

1.1 Purpose

Fremont Sanitation District is seeking proposals from qualified firms to remove the existing Duplex Boiler System and Air Handling Unit-3 (AHU-3) then install a new replacement Boiler System and Air Handling Unit at its Rainbow Park Wastewater Treatment Plant (WWTP), located at 121 County Road 119, Florence, CO 81226 (see *Exhibit A, Vicinity Map*). Responder's Proposal shall include a complete all-inclusive Project Cost quote and detailed installation plan(s) to Fremont Sanitation District, outlining all materials, equipment, and labor, as necessary, to remove, procure, fabricate, and retrofit installation of a new Boiler System and AHU-3. This RFP document shall provide interested Responders with relevant operational, environmental, and functional requirements necessary to facilitate the preparation and delivery of a responsive Proposal to this RFP. Costs (and source) for subsequent (post-installation) training and technical support for FSD staff shall also be included in Vendor's Response.

1.2 Abbreviation Introductions, Acronyms, and Definitions

- a) Modifications to original RFP publication: (Addenda), (Addendum)
- b) Mandatory pre-proposal site visit: (Conference)
- c) Document stipulating construction requirements and Vendor compensation: (Agreement)
- d) Fremont Sanitation District Board of Directors: (Board)
- e) Fremont Sanitation District: (FSD), (Owner), (District), (Engineer), (Engineering)
- f) Safety Data Sheets: (SDS)
- g) District or Vendor(s) engaging in a construction Agreement: (Party), (Parties)
- h) Personal Protection Equipment: (PPE)
- i) All-inclusive work related to this RFP: (Project), (Work)
- j) Written response to this RFP: (Proposal)
- k) Quality Control Plan: (QCP)
- l) Request for Proposal: (RFP)
- m) Air Handling Unit-3: (AHU-3), (AHU)
- n) Entities responding to this RFP: (Vendor), (Vendors), (Contractor), (Contractors)
- o) Bonding, Insurance, Documentation, etc. : (Vendor Requirements) [*ref Sections 5.5 & 5.6*]

1.3 Introduction

The Project site is within the Rainbow Park Wastewater Treatment Plant facility, located at 121 County Road 119, Florence, CO 81226 (see *Exhibit A, Vicinity Map*). The plant facility was constructed in 1983 and is currently heated by the original Duplex Boiler System and the existing AHU-3 is currently serving as the primary unit for conditioning all air in the District's Treatment Office Building. The scope of this project is to remove and dispose of the existing Duplex Boiler System and AHU-3, procure new units, and install units following all applicable building codes and industry standards. The Duplex Boiler System is located in the treatment plant mechanical room and AHU-3 is located on the roof top of the treatment plant office building.

Exhibit attached to this RFP and included by reference:

Exhibit A: Vicinity Map of the Project's WWTP site east of Florence, CO

All 2025-06 RFP documents and Exhibit can be found at the District's website under "Projects" (see link below):

<http://www.fsd.co/planroom/>

1.4 Scope of Work

Fremont Sanitation District seeks a qualified contractor to remove and dispose of the existing Duplex Boiler System and AHU-3, procure new units, and install units following all applicable building codes and industry standards.

Fremont Sanitation District's Wastewater Treatment Plant began operation in 1983 in Florence, Colorado. The original building construction included two air handling units and various evaporative coolers. Additional air handling units have been added and several revisions to the HVAC system have been made since the time of original construction. The original rooftop AHU-3 appears to have been installed in 1994, was subsequently replaced in 2010 and currently serves approximately 6,400 square feet of space. This existing unit needs significant repair and has been identified for replacement. The existing boiler system is part of the original equipment that was installed when the plant was first constructed. This existing boiler is currently in operation, receives regular inspections and preventative maintenance, but has surpassed its design life, is expected to be near the end of its functional life, and has been budgeted for replacement. Fremont Sanitation District intends to replace the existing boiler system to increase efficiency, realize cost savings, and avoid costly emergency replacement.

As this is a request for proposals, Fremont Sanitation District is looking for a Contractor to develop a thorough plan for this project. The contract award will be made to the responsible proposer that represents the best value to the District by optimizing quality, cost, efficiency, and ease of maintenance and therefore is determined to be the most advantageous to the District, taking into consideration the price and such other factors or criteria that are set forth in this RFP. The Contractor shall use their industry knowledge to propose durable, quality, energy efficient, and cost efficient equipment for installation that will meet or exceed code requirements and such other factors or criteria that are set forth in the RFP.

In addition to the demolition, equipment acquisition and installation cost(s) for this Project, all Vendor-supplied training and technical support for District personnel should be included in Vendor's response to this RFP.

Normal plant operating hours are from 6:30 AM to 5:00 PM seven days a week.

1.5 Participation

The District reserves the right to withdraw from entering into an Agreement for Construction Work for this Project with any prospective Vendor, without liability or obligation of any kind or amount from FSD.

FSD will retain an archival copy of the original RFP, complete with any related terms, conditions, Exhibit, and attachments, in its original form. Any unauthorized modification(s) by a Vendor to the original published RFP, or any subsequent Addenda, without the prior written consent of FSD, may result in disqualification of the Vendor's Proposal.

1.6 "District" Organization

Fremont Sanitation District is a Title 32 Special District, which is a political subdivision of the State of Colorado that functions as its own entity. It is governed by a seven-member Board of Directors, each of whom is elected to a four year term. Each Director is elected from and represents a specific geographic area, ensuring balanced representation by population across all seven Director Districts. The Board adopts annual budgets, sets customer wastewater rates, and determines the District's regulations and policies.

1.7 Schedule of Events

The following is a projected schedule of events that will apply to this RFP. This RFP schedule is provisional and subject to change in accordance with the District's needs or unforeseen Project circumstances. Any changes to this schedule will be communicated by e-mail to all prospective Vendors of record.

- District release of RFP 2025-06: March 3, 2025

- Mandatory pre-proposal site visit (conference): March 11, 2025 (1:30 pm)
- Technical questions/inquiries due: March 17, 2025 (3:00 pm)
- District's Addenda response(s) due: March 24, 2025 (3:00 pm)
- **Vendor's Proposal submission due: March 31, 2025 (4:00 pm)**
- District Review Period and Selection
- FSD Board review & recommendation (Award): April 15, 2025
- Execution of Agreement & Notice to Proceed: April 16, 2025 (tentative)

2 PROPOSAL CONSIDERATIONS AND PREPARATION GUIDELINES

2.1 Vendor's Understanding of the RFP

In responding to this RFP, all Vendors accept full responsibility for a thorough and complete understanding of this RFP in its entirety, which may require Vendors to make inquiries of FSD, as well as other sources as necessary, to gain said understanding. FSD reserves the right to disqualify any Vendor whose Proposal demonstrates, in the sole opinion and discretion of the District, less than full understanding of the nature and requirements of this Project. This right extends to and includes cancellation of the Award of the Project, if said Award has been made. Such disqualification and/or cancellation will be promptly communicated to the Vendor in writing, and shall be at no fault, cost, or liability to the District.

2.2 Mandatory Pre-Proposal Site Visit

A **MANDATORY** Pre-Proposal Site Visit (Conference) has been scheduled for **1:30 pm local time on Tuesday, March 11, 2025**. Attendees should plan to meet at the Rainbow Park Regional WWTP, 121 County Road 119, Florence, CO, at the scheduled time, for a brief Project introduction, followed by a tour of the Project site. Representatives of the District will be present to discuss the Project. Vendors intending to submit an RFP are **REQUIRED** to attend the Conference and **MUST** sign in with current contact information. Based on Vendor's contact information, the District will communicate and transmit Addenda, as necessary, in response to questions arising at or out of the Conference. Oral statements made by District representatives at the Conference, or any other time, may not be relied upon and will not be binding on the District. The failure of a Vendor or authorized representative to attend the Conference and properly sign in with contact information will render that Vendor ineligible to submit a Proposal. FSD shall keep a log of the Conference participants in attendance, as well as a record of the issues and concerns discussed.

2.3 Good Faith Statement

All information provided by the District in this RFP is offered in good faith and has been assembled with every effort to be as complete and up-to-date as possible. Certain elements of the Project are subject to change or modification as necessary, and FSD makes no warranties that this RFP is without error. FSD assumes no responsibility or liability for the accuracy or use of the information contained in this RFP, or for any claims arising therefrom.

2.4 Proposal Submission, Communication(s), Inquiries, Questions

All RFP communications, to or from any source, automatically become public domain, and will be subject to public disclosure throughout the RFP and Proposal evaluation period. Written communications will prevail over verbal communications. No communication shall be binding on either Party unless confirmed in writing by a representative authorized to sign on behalf of each Party. All substantive or technical questions and requests affecting the preparation of Vendor's Response to this RFP shall be submitted to

the District in writing or by email, and shall arrive no later than 3:00 pm local time on **March 17, 2025**. Furthermore, any requests for clarification related to this RFP, as well as discrepancies, errors, and/or omissions identified in this RFP by any Vendor, shall also be submitted to the District no later than said time and date. Vendors are encouraged to recommend enhancements to this RFP which serve both the Vendors' and the District's best interests. All communication should be directed to:

Toby Ormandy, Plant Superintendent
Fremont Sanitation District
107 Berry Parkway
Cañon City, CO 81212
(719)784-6336, Ext. 106 or Email: rfp@fsd.co

2.5 Addenda

Pursuant to Section 2.4 (in general) the District shall respond to each question or request for clarification that requires an Addendum or Addenda. Addenda shall be delivered electronically via email to all Vendors who were in attendance at the Conference and properly signed-in at said Conference. All such questions or requests requiring an Addendum or Addenda must be received by FSD in writing or by email no later than 3:00 pm local time, **March 17, 2025**. The District will not respond to such questions received after that time, unless, in the opinion of the District, the question or concern relates to an unforeseen issue vital to the success of the Project. The District shall release all Addenda (if any) no later than 3:00 pm local time, on **March 24, 2025**, via email to Vendors of record, as well as posting(s) to the District's Project web site at <https://fsd.co/planroom>, as per Sections 1.3 and 2.4, respectively, of this RFP.

2.6 Proposal Submission

Regardless of delivery method, all Proposals must be received by FSD at its Service Center, located at 107 Berry Parkway, Cañon City, CO 81212, by 4:00 pm local time, **March 31, 2025**. Proposals shall arrive in sealed envelopes and be clearly marked **Boiler System and Air Handling Unit 3 Replacement Project, RFP 2025-06**. Proposals may be hand-delivered, shipped via US Mail, FedEx, UPS, or other such commercial carrier service. **Faxed or emailed Proposal submittals will not be accepted.** Vendors shall submit 1 (one) copy of their Proposal, marked "Original," and 1 (one) copy marked "Copy". Each must be individually bound. Please address Proposal submissions to:

Toby Ormandy, Plant Superintendent
Fremont Sanitation District
107 Berry Parkway
Cañon City, CO 81212

2.7 Proposal Review and Evaluation (Criteria)

Responders to this RFP should each consider their respective Proposal an opportunity to demonstrate and document their interest, Industry knowledge, capability, and experience to remove, procure, and install a new Boiler System and a new Air Handling Unit that meets or exceeds the technical parameters and expectations of the District as outlined, attached, or included by reference in this RFP document. District review and consideration of all Proposals received will focus on each of the elements of Section 4 of this RFP, titled "**Proposal Submittal Requirements**". Vendors are encouraged to be as complete and detailed as possible.

2.8 Proposal Selection

All responsible and responsive Proposal submissions will undergo extensive review and evaluation by the District. Any Vendor whose Proposal is clearly unrealistic or financially unworkable for this Project may be notified as such. Those Vendors whose Proposals appear more suited to the District's needs and more aligned with the Project's budgetary constraints will be separated into a finalist group. Final evaluation of

each Proposal, by the District, may include further communication(s) with each respective Vendor until a final Vendor determination has been made. A draft Agreement for Construction Work will follow, based upon the discussions and negotiations with that successful Vendor. Once all interested Parties have reviewed and finalized the terms and conditions of the Agreement, the District Manger will present said Agreement to the District's Board for approval at the next District Board meeting. Upon approval by the Board, the Parties will execute said Agreement as approved. Once the documentation contained in Vendor Requirements (*Section 5.5*) and Insurance Requirements (*Section 5.6*) has been delivered to and accepted by the District, a Notice to Proceed will be issued. It should be noted that at any time prior to the execution of said Agreement, the District, at its sole discretion, reserves the right to suspend or terminate the Agreement process if, in the District's sole judgment, reasonable terms and conditions for an Agreement cannot be reached.

3 SPECIFICATIONS, INSTALLATION REQUIREMENTS, and STANDARDS

3.1 System Criteria and Replacement

The plant building is located at an elevation of 5343 feet above sea level and is located at 38° 23'18" N and 104° 4' 27" W. The building is occupied seven days a week, typically during the hours of 7am-5pm and the average occupancy is approximately 5-10 people with a maximum design occupancy of 48 people.

The successful bidder will provide the necessary labor, vehicles, and equipment needed to replace the air handling unit and boiler system. The successful proposer must:

- (1) Propose best available current technology for the proposed air handling unit and boiler system that provides durable, quality, energy efficient, and cost efficient equipment for installation.
- (2) Provide detailed specifications and performance data for the proposed equipment
- (3) Source units for replacement
- (4) Provide turnkey unit installation including but not limited to labor, materials, tools, equipment, and roof repairs, and do work necessary for the prompt and satisfactory completion of the project
- (5) Provide all mechanical, electrical, plumbing and HVAC Work
- (6) Coordinate connections to the building system controls
- (7) Obtain and display all necessary permits
- (8) Remove, recycle and dispose of existing equipment
- (9) Provide factory unit start up and unit commissioning
- (10) Provide Integration and Connectivity with Current Maintenance Program
- (11) Provide factory warranty documentation
- (12) Provide both hard copy and electronic equipment manuals for all new equipment

3.2 Removal of Existing Boiler System and Air Handling Unit-3

A. Removal of all existing boiler system intricacies shall include, but not be limited to:

- (1) Removal of duplex gas boiler and gas fire, storage tank type water heater and connected flue

- (2) Disconnect electrical wiring, piping, and any other items required to complete the project
- (3) Heating hot water supply and return piping connections to boiler system
- (4) Natural gas piping connections to boiler system

B. Removal of all existing air handling unit intricacies shall include, but not be limited to:

- (1) Remove any supports and ducting necessary for AHU-3 removal from rooftop
- (2) Disconnect electrical wiring, piping, and any other items required to complete the project
- (3) Contractor is responsible for coordinating all appropriate crane, rigging, and lifts needed to remove existing AHU-3 from rooftop
- (4) Clean curb adaptor/ducting as necessary before installation of proposed AHU

3.3 Installation of Proposed Boiler System and Air Handling Unit

A. Installation of a proposed boiler system and air handling unit shall include, but not be limited to:

- (1) Perform mechanical, plumbing, electrical, and any other required items needed to complete the project
- (2) Perform any required duct modifications, hole cutting, patching, painting, fireproofing, and roofing and wall repairs
- (3) Contractor is responsible for coordinating all appropriate crane, rigging, and lifts needed to install the (watertight connection) AHU to rooftop
- (4) Connect supports and ducting as necessary
- (5) Connect electrical wiring, piping, and any other required items to the proposed AHU to complete the project
- (6) Removal or relocation of conflicting services, utilities, lights, or sprinklers, etc.

3.4 Mechanical, Electrical, Plumbing and HVAC Work

- (1) Any required design to meet permitting requirements shall be included but not paid for separately including but not limited to:
 - a. Survey existing systems and conditions
 - b. Drawing packages *if required* for plans and permit application documents
 - c. Permitting coordination and plan review and permitting fees
- (2) All work shall be governed by applicable federal, state, and local requirements. Permitting shall be acquired prior to any work beginning, or as required by applicable regulations.
- (3) All existing wiring should be evaluated and replaced as necessary to meet required voltage, amperage, American Wire Gauge (AWG) rating, and manufacturer specifications. In addition, all existing wiring shall be replaced if evaluation indicates corrosion, breakage, inadequate insulation,

or other defects. All wiring exposed to the elements must be enclosed in UV light and corrosion resistant conduit with moisture-proof fittings.

- (4) These proposed units shall have their own dedicated electrical run, powered from a new circuit breaker (if required), located at their existing respective locations. The AHU-3 circuit breaker has a dedicated circuit located in the "Janitor" room in Sub Panel N that is fed from the Motor Control Center (MCC). The boiler system has a circuit fed from Panel N located in the MCC.
- (5) Vendor shall be responsible for removal and installation of all mechanical, plumbing, electrical, duct detectors, any related fire alarms, HVAC items, controls, and other appurtenances.

3.5 Integration and Connectivity with Current Maintenance Program

- (1) Vendor shall provide components and hardware connectivity as necessary, for successful integration with the WWTP's current maintenance program system.

3.6 Startup & Functionality and Performance Testing

The newly installed boiler and air handling unit shall conform to all manufacturer's functional and efficiency performance requirements, standards, and specifications. Initial start-up and performance testing of the new units shall be conducted by person(s) trained or manufacturer-certified to evaluate said performance, specific to that particular unit. Documentation of said performance and efficiency rates shall be furnished to the District upon completion of testing. Fremont Sanitation District shall observe and inspect all operational aspects of the newly installed units for a period before accepting the work performed as complete. Vendor shall provide training and technical support for District personnel as part of this RFP.

3.7 Cleanup

All project-related debris removal and cleanup shall be done by the Vendor and/or any of its sub-contractors throughout the construction and installation period. Vendor shall be responsible for supplying dumpsters; removal and disposal of all trash and waste; and cleanup of working area at the end of each workday and to work with District's staff. Vendor shall assure that work is not performed, nor equipment parked (or staged), in areas outside of approved work boundaries. The Vendor shall clean areas wherein the construction equipment was placed and shall leave these areas in a condition acceptable to the District.

3.8 Documents by Reference

- (1) The project must comply with all applicable federal, state, and local regulations, codes, and standards including but not limited to the following:
 - a. Applicable International Plumbing Code, Electrical Code, and Mechanical Codes as adopted and enforced by State of Colorado.
 - b. Applicable International Building Code as adopted and enforced by Fremont County.

4 PROPOSAL SUBMITTAL REQUIREMENTS

4.1 Submittals (Materials)

Vendor shall submit a description of the proposed Boiler System and Air Handling Unit manufacturer and specifications to be furnished for the Project, including but not limited to, information about the following:

- (1) Verification that Manufacturer's published performance specifications and efficiency rates meet the required cooling and heating needs of the facility.
- (2) Manufacturer's Engineering/Design installation specifications.

- (3) Overall maintenance routines, maintenance costs, and longevity projections for said boiler system and AHU.

4.2 Submittals (Experience, Qualifications)

Vendor shall have a minimum of three (3) years of documented experience with similar projects. Vendor shall provide references from previously completed projects of a similar nature and scope. Vendor shall provide the name, contact information, and resume for the Vendor's Project Manager assigned to this Project. Project Manager assigned to this Project must each have a minimum of 3 (three) years of total experience with the technology proposed for this Project and must have demonstrated competency and experience necessary to perform the scope of work contained in this RFP.

4.3 Submittals (Project Schedule)

Responder shall submit an estimated Project schedule, to include a proposed time frame for:

- (1) Design and equipment procurement
- (2) Commencement of boiler system and air handling unit removal and installation, and
- (3) Anticipated date of bringing the proposed boiler system and air handling unit online for testing and completion.

4.4 Submittals (Warranty)

Vendor agrees to certain product Warranties as specified in manufacturer's statements. In addition, Vendor agrees to the District's overall 2-year (two year) Project Warranty requirement which applies to the installation workmanship and functional reliability of the newly installed boiler system and air handling unit and its connection components to the WWTP.

4.5 Submittals (Safety Plan)

Vendor shall submit a Safety Plan for this Project that outlines its overall safety program, as well as safety policies and protocols specific to this Project. It should include how personnel will be protected around roof tops (e.g., fall restraint systems, railings, etc.) to reduce the chance of slips, trips, and falls. Said safety plan shall include (but not limited to) a description of emergency procedures to be implemented and in the event of a work zone accident or safety incident. Vendor agrees to perform all Work in compliance with OSHA standards (where or if applicable). It is recommended that the Vendor examine the worksite to become familiar with the access, size of working area, availability of parking and on-site storage.

4.6 Submittals (Quality Control Plan)

Vendor shall submit a detailed Quality Control Plan and provide equipment paint touch-up as needed.

4.7 Submittals (Environmental Concerns)

Vendor shall submit statements addressing any environmental concerns typically associated with the installation and testing unique to this Project. Mitigation or prevention plans respective to each concern should be described in detail and be included in Vendor's Proposal. The following list includes (but is not limited to) environmental concerns that should be addressed in Vendor's Proposal:

- (1) Remove materials from project site and recycle or legally dispose of them in an approved landfill.
- (2) All trash and debris.

4.8 Submittals (Pricing)

(Vendor **must** complete this page and submit with Proposal)

All Vendors submitting Proposals to the District for this Boiler System and AHU-3 Replacement Project must complete and submit the following Project line-item cost breakdown as part of their Proposal. Training and technical support shall be included in each line item and not paid for separately. All prices submitted must be honored and valid for 90 (ninety) calendar days subsequent to the date Proposals are due.

<u>DESCRIPTION</u>	<u>PRICE</u>
All equipment, materials, labor, training, technical support, and cleanup necessary to remove, replace, fabricate, and install a new Air Handling Unit to replace AHU-3 according to the requirements stipulated in this RFP 2025-06.	\$
All equipment, materials, labor, training, technical support, and cleanup necessary to remove, replace, fabricate, and install a new Boiler System to replace the existing Boiler System according to the requirements stipulated in this RFP 2025-06	\$
TOTAL:	\$

The aggregate sum (TOTAL) in the table above should reflect Vendor’s all-inclusive total cost of the Project as stated on the line below. If the Project’s total cost in the table above is not in agreement with the written figures below, the lesser of the two Project cost totals shall prevail and serve as the official Proposal cost quote for Vendor’s Proposal.

\$ _____

_____ Project Total Cost (Words) (Figures)

(Signature): Vendor or Authorized Representative

4.9 Submittals (Payment Schedule)

It is anticipated that the District shall make one single payment to the Vendor within 30 (thirty) days following final completion and acceptance of the Work, without interest in accordance with the requirements outlined in Section 5.10.

4.10 Addenda Receipt

(Vendor **must** complete and sign this page and submit with Proposal)



Fremont Sanitation District

107 Berry Parkway Cañon City, CO 81212-3900

(719) 269-9050 Fax - (719)276-7001

E-Mail: rfp@fsd.co

Website: www.fsd.co

ACKNOWLEDGMENT OF ADDENDA RECEIPT

The undersigned hereby acknowledges receipt and acceptance of the following Addenda to Fremont Sanitation District’s Request for Proposal 2025-06, **Boiler System and Air Handling Unit 3 Replacement Project**.

Addendum No.	Addendum Date

Signature Date

Name of Company

4.11 Submittals (Vendor Certification)

All Vendors submitting Proposals to the District for this Project must complete and include the Vendor Certification page (Section 6 of this RFP) as part of their Proposal submission.

4.12 Submittals (Bid Bond)

Each Proposal shall be accompanied by a deposit equivalent to 5% of the Proposal amount in the form of a bid bond, certified check or other negotiable instrument made payable to Owner. This deposit will be returned to Vendors whose Proposal was **not** selected within 30 days after the Proposal due date. The deposit of the selected Vendor will be returned upon the execution of the Agreement for Construction Work.

5 TERMS & CONDITIONS

5.1 Vendor Costs

Fremont Sanitation District shall not be liable to any Vendor, entity, or person for any costs or expenses of any kind that may have been incurred by a Vendor or third party in connection with their response to this RFP.

5.2 Vendor Responses

All Vendor responses received will become the property of the District and will not be returned. All Vendor responses become public record upon opening by the District.

5.3 Governing Law

This Project and all Vendor Proposals shall be governed by all applicable federal, state, and local laws and regulations.

5.4 District Liability

Fremont Sanitation District shall not be liable to any Vendor, entity, or person for the use of any information contained in this RFP, or for any error or omission that may have been contained in or omitted from this RFP document, or subsequently provided as part of the RFP process. The District reserves the right, if it deems such action to be in its best interests, to reject any and all Responses or to waive any irregularities or informalities therein.

5.5 Vendor Requirements / Responsibilities

Should your Proposal be selected for this Project, your company shall attest, furnish, and be responsible for the following items as pre-conditions to executing a Construction Agreement:

- (1) Acquire a Performance Bond and a Payment Bond, each of which shall be equivalent to 100% of the Proposal amount.
- (2) Acquire certain insurance(s) as stipulated in Section 5.6 of this RFP.
- (3) The Vendor shall identify a Project Manager who shall be the point of contact for the Fremont Sanitation District.
- (4) Provide all equipment, materials, and qualified personnel to successfully complete this Project in a timely and professional manner.
- (5) Secure all federal, state, and local permits as necessary.

- (6) Attest that all personnel relevant to the application of the proposed product have been trained, and are manufacturer-certified in the proper preparation, handling, and safe installation of all proposed materials.
- (7) Attest that all appropriate personnel have undergone training and are manufacturer-certified installers (as necessary).
- (8) Complete a "Vendor Packet," said packet to be supplied by FSD (available on website).
- (9) Commit to and execute FSD's Agreement for Construction Work.
- (10) Comply with Section 5.9 titled "Keep Jobs In Colorado Act" (HB 1292).

Subsequent to the execution of the Agreement for Construction Work (Item 9 above), the following additional Vendor Responsibilities shall apply:

- (1) Vendor shall schedule and perform all installation between the hours of 6:30am to 5:00pm, Monday-Friday, unless otherwise approved by the District. Vendor shall coordinate schedule with District staff prior to the commencement of installation. The Vendor shall not perform installation operations on Saturdays, Sundays, or holidays designated by Fremont Sanitation District unless previously arranged and documented by written approval.
- (2) Vendor shall have or obtain all necessary permits, licenses, certifications and insurance required before commencing the work. Vendor shall be responsible to pay all costs for permits, licenses, certifications, fees, inspections and insurance which may be required to perform the work required. All costs to apply and comply with associated permit(s) shall be included in the contract and shall not be paid for separately.
- (3) Prior to commencement of work on this Project, Vendor shall coordinate with the District and schedule an on-site Pre-Construction Conference. Attendance by Vendor's Project Manager, key staff, and Vendor's subcontractor(s) shall be mandatory.
- (4) The Vendor shall, at all times, employ sufficient labor and equipment to properly and efficiently perform the work. All workers shall have sufficient skill and experience to properly perform the work assigned them. All equipment, which is proposed to be used on the project, shall be of sufficient size and in such mechanical conditions as to meet the requirement of the project. If in the opinion of Fremont Sanitation District, employees and/or a certain type of equipment are not producing the work required by the contract, the Vendor shall discontinue the use of said employees and/or equipment, when notified in writing.
- (5) The Vendor shall ascertain and ensure that its personnel and subcontracted personnel are equipped with and use all safety devices required to comply with Federal, State, and Local regulations, including but not limited to, the Occupational Safety and Health Administration (OSHA). The Vendor's project manager shall be responsive on a daily basis throughout the project. Fremont Sanitation District's Project Manager shall be the primary point of contact for the District; however, daily coordination and communications may occur between the Vendor and other appointed District staff. Substitutions for Vendor's Project Manager shall not be allowed unless authorized and specified in writing by the Fremont Sanitation District.
- (6) The Vendor shall be required to maintain rigid control of all materials which must comply with the specifications as stated. All materials not conforming to the requirements of the specifications at the time they are used shall be considered unacceptable. Unacceptable work, whether the result of poor workmanship, use of unacceptable materials, or damage through carelessness or any other cause found to exist prior to the final acceptance of the project, shall be removed immediately by Vendor and replaced in an acceptable manner at no additional cost to the Fremont Sanitation District. Upon failure, on the part of the Vendor, to comply with any order of the Fremont Sanitation District made under the provisions of this section, the Fremont Sanitation District shall have authority to cause unacceptable work to be remedied or removed and replaced, and unauthorized work to be removed, and to deduct the costs from any monies due or to become due to the Vendor.

5.6 Insurance Requirements

During the entire period of Project mobilization, construction, testing, and Project demobilization, the Vendor shall maintain, at its own expense, the following described insurance:

- (1) Worker's Compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of \$500,000 (five hundred thousand dollars) each accident, \$1,000,000 (one million dollars) disease – policy limit, and \$1,000,000 (one million dollars) disease – each employee.
- (2) Commercial General Liability insurance with minimum combined single limits of \$1,000,000 (one million dollars) each occurrence and \$2,000,000 (two million dollars) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations.

Vendor's certificate of insurance is a pre-condition to executing a Construction Agreement for the Project. Vendor's certificate of insurance shall name the District as an additional insured Party.

5.7 Tax Exemption on Materials

Owner is exempt from payment of sales and compensating use taxes of the State of Colorado and of cities and counties thereof on all materials to be incorporated into the Work.

- (1) Owner shall furnish the required certificates of tax exemption to Vendor for use in the procurement of supplies and materials to be incorporated into the Work.
- (2) Owner's exemption does not apply to construction tools, machinery, equipment or other property purchased or leased by Vendor, or to supplies or materials not incorporated into the Work.

5.8 Attachments and Exhibit

Prospective Vendors are reminded that Exhibit are attached to, included with, or are included by reference to this RFP document released by the District. All such RFP documents and Exhibit, as well as current "Vendor Packet," are available electronically via the District's internet web address link as set forth below and in Section 1.3 of this RFP document.

<http://www.fsd.co/planroom>

5.9 Keep Jobs in Colorado Act (HB 1292)

This section, Keep Jobs in Colorado Act (the "Act"), and the implementation of the Act, (the "Rules"), shall not apply to any project for which appropriation or expenditure of moneys may be reasonably expected not to exceed five hundred thousand dollars (\$500,000) in the aggregate for any fiscal year. However, Vendor represents that it is familiar with the requirements of the Act and its Rules, and will fully comply with same in the event the Act becomes applicable to this Project.

Pursuant to the Keep Jobs in Colorado Act, C.R.S. 8-17-101 et seq., and the rules adopted by the Division of Labor of the Colorado Department of Labor and Employment implementing the Act, the Vendor shall employ Colorado labor to perform at least eighty percent (80%) of the work and shall obtain and maintain the records required by the Act and the Rules. For purposes of this Section "Colorado labor" means any person who is a resident of the state of Colorado at the time of this Project, without discrimination as to race, color, creed, sex, sexual orientation, marital status, national origin, ancestry, age, or religion except when sex or age is a bona fide qualification. A resident of the state is a person who can provide a valid

Colorado driver's license, a valid Colorado state-issued photo identification, or documentation that he or she has resided in Colorado for the last thirty (30) days.

5.10 Vendor Payment

It is anticipated that one payment will be made to the Vendor for work completed and accepted by the District. Requests for payment shall be delivered to the District by the 5th day of the month following the month for which the payment is being requested. The Engineer will review the requests, clarify any discrepancies with the Vendor, and make a recommendation for payment amount to the District's Board of Directors at their next regularly scheduled monthly Board Meeting. This meeting is normally held on the 3rd Tuesday of each month. Any progress payments, less retainage (as applicable), will be made to the Vendor by check within 7 (seven) calendar days of approval of the request by the Board of Directors. A 5% (five percent) retainage of projected Project costs will be held by the District until the final payment for the Project is approved and paid. The retainage will be taken out of each progress payment made to Vendor (except from initial mobilization funding requested, if any) at a rate of 5% (five percent) of the calculated value of the completed work. If the total cost of the Project changes during the course of the Work, to a higher or lower value, the amount of retainage being held by the District will be modified to reflect this new cost figure. There will be no interest paid to the Vendor on retained funds. Advertisement for final payment shall be done in accordance with Colorado Revised Statutes. Final payment for all Work satisfactorily completed and payment of the retainage shall be subject to Engineer's acceptance of the Work.

5.11 Entire RFP

This RFP document, Exhibit, subsequent Addenda, and all items included by reference, constitute the entire RFP.

THIS SPACE LEFT BLANK INTENTIONALLY

6 VENDOR CERTIFICATION

(Vendor **must** complete and sign this page and submit with Proposal)

This certification attests to the Vendor's awareness and agreement with the content of this RFP and all accompanying time schedules and provisions contained herein.

The Vendor must ensure that this Vendor Certification is duly completed and correctly executed by an authorized representative of their company.

This fully-executed Vendor certification is hereby included as a document submittal and part of Vendor's Proposal in response to RFP 2025-06 issued by Fremont Sanitation District. The undersigned, as a duly authorized officer of the Vendor, hereby certifies that:

(Vendor Name)

Agrees to be bound by the content of this RFP, and further agrees to comply with the terms, conditions, and provisions of this RFP and any Addenda thereto in the event of an award. Exceptions are to be noted as stated in the RFP. This Proposal shall remain in effect for a period of **90** (ninety) calendar days, starting on the Proposal submission due date.

The undersigned further certify that their firm (check one):

- IS
 IS NOT

Currently debarred, suspended, or proposed for debarment by any state or federal entity. The undersigned agree to notify the District of any change in this status, should one occur, until such time as an award has been made under this RFP.

Person[s] authorized to negotiate on behalf of this Vendor for purposes of this RFP are:

Name: _____ Title: _____
(PRINT)

Signature: _____ Date: _____

Name: _____ Title: _____
(PRINT)

Signature: _____ Date: _____

Signature of Authorized Officer:

Name: _____ Title: _____
(PRINT)

Signature: _____ Date: _____