



Colorado Mountain College

Request for Proposal Number # 412-08 HVAC Design Build

Due: August 11, 2008
At close of business

Deliver to:
Colorado Mountain College
Attn: Linda Ouellette, Purchasing Manager
831 Grand Avenue
Glenwood Springs, Colorado 81601

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COLORADO MOUNTAIN COLLEGE
REQUEST FOR PROPOSALS
DATED, July 7, 2008
HVAC DESIGN BUILD

I. INTRODUCTION

Colorado Mountain College (CMC) is a two-year public college established in 1967, and includes three residential campuses and four commuter campuses. The Colorado Mountain College District covers all or part of six counties in north central Colorado, encompassing 12,000 square miles.

Colorado Mountain College is requesting proposals for a design build to replace an existing 5 ton back-up unit which has been determined to be undersized for the main Server Room in the IT department at CMC's Central Services Building, 831 Grand Ave, Glenwood Springs Co.

II. TIMELINE

CMC reserves the right to modify this timeline at any time. Should the due date for proposals be changed, all prospective proposers shall be notified.

- Request for Proposals Released July 7, 2008
- Proposals Due Date August 11, 2008
- Mandatory pre-bid meeting July 23, 2008
- Notification of Award to Successful Proposer August 15, 2008
- Desired construction time frame September, 2008

III. SCOPE OF WORK

During routine maintenance, it was determined that the back-up cooling unit for the IT Server Room was severely under sized for the current load. It currently is a 5 ton unit. Additionally, CMC wishes to replace existing cooling for two adjacent smaller rooms which require heavy cooling. CMC desires to contract with a firm that can design and install a system that can cover our needs now and into the future.

The install must be completed in the fall of 2008, preferably September. It must be compatible with the existing building controls which are ALC.

Company winning the award must be responsible for acquiring all necessary State Permits.

A mandatory pre-bid meeting will be held at the CMC Central Services Building at 831 Grand Ave, Glenwood Springs, Co.

Date : July 23, 2008

Time: 10:00AM

Only firms represented will be allowed to bid.

IV. SUBMITTALS

A. *Format*

All proposals should include the following, in the order listed:

1. *Transmittal Letter:* Include a brief introduction to your firm and your interest in this contract; give main contact name, phone number, fax number, and email address, if available.
2. *Proposal:* Submit a detailed proposal stating the design and equipment to be recommended. Construction timeline must be stated.
3. *Pricing:* Include a pricing schedule
4. *References:* Include references and current Bond Rating

B. *Due Date/Time*

Proposals must be delivered **no later than August 11, 2008 5:00 p.m. MST** to:

Colorado Mountain College
Attn: Linda Ouellette, Purchasing Manager
831 Grand Avenue
Glenwood Springs, CO 81602.

Facsimile proposals will not be accepted, however electronic submittals may be submitted to the CMC Purchasing Department at louellette@coloradomtn.edu before the above deadline.

V. EVALUATION CRITERIA

All proposals shall be evaluated by a committee comprised of appropriate CMC personnel using a standard evaluation form. Proposals shall be evaluated on the following criteria, not necessarily listed in order of importance:

1. Quality of Proposal
2. Company experience
3. Personnel experience
4. Pricing
5. Timeline

VI. QUESTIONS

Should you have any questions regarding the material contained in this RFP, please contact Linda Ouellette, Purchasing Manager at (970) 945-8691 x8400. Amendments will be issued for clarification should the Purchasing Manager deem it necessary to do so. Questions technical in nature must be directed to Sam Skramstad, Director of Contracts and Facilities, at 970-947-8406 or at sskramstad@coloradomtn.edu Phil Meadowcroft, 970-947-8279 is the Project Manager for this RFP. pmeadowcroft@coloradomtn.edu

VII. TERMS & CONDITIONS

A. *Submittal Instructions:* All submittals must be delivered to:

Colorado Mountain College
Attn: Linda Ouellette
831 Grand Avenue
Glenwood Springs, CO 81601

on or before August 11, 2008 . Facsimile submittals will not be accepted. No exceptions will be made for proposals arriving after the due date and time.

B. *Copies:* Please submit 1 original plus 3 copies of your proposal.

C. *Proprietary Information:* If you are submitting any information you consider to be proprietary, you must clearly mark in "Proprietary Information." If the Purchasing Manager concurs, this information will not be considered public information. Pricing information cannot be considered proprietary.

D. *Minority/Women-Owned Businesses:* No provision is made for minority nor women-owned businesses. It is, however, the policy of the CMC Purchasing Department to make a special effort to solicit and encourage minority and/or women-owned business participation for purchases or contracts.

E. *Signature Block:* All proposals must be signed by an authorized agent of your firm. Any firm or individual submitting a signed proposal shall be deemed to have read and understood all the terms, conditions, and requirements of this Request for Proposal.

F. *Refusal:* CMC reserves the right to refuse any and/or all proposals, or any part thereof.

G. *Withdraw Proposal:* You may withdraw your proposal at any time prior to the date and time set for closing.

H. *Discussions/Negotiations:* CMC reserves the right to conduct discussions with proposers, and to accept revisions of proposals, and to negotiate price changes at the sole discretion of the Purchasing Manager. During this discussion period, CMC will not disclose any information regarding proposal submittals. Upon the execution of a contract, the proposals will become public record and contents will be disclosed upon request.

I. *Award:* The award shall be made to the responsible proposer whose proposal is determined to be the most advantageous to CMC based on the evaluation factors described in the Request for Proposal. Price, although a consideration, may not be the sole determining factor. CMC reserves the right to as for the "Best and Final Offer".

J. *Pre-award Presentations:* The College reserves the right to require presentations from the highest-ranking proposers, in which they may be asked to provide additional information.

K. *Protests:* Any actual or prospective bidder, offeror, contractor, or citizen who is aggrieved in connection with the solicitation or award of a contract may protest in writing to

the Purchasing Manager. A protest shall be submitted within three (3) working days after the aggrieved person knows or reasonably should have known of the facts giving rise to the protest. Protest procedure time limit may be extended upon mutual agreement of the Purchasing Manager and the aggrieved party.

Protestors may file a protest on any phase of solicitation, bid, proposal, or award, including but not limited to procedure, specification, or award.

The written protest shall include, as a minimum, the following: The name and address of the protestor, appropriate identification of the procurement document, a statement of the reasons for the protest and any available exhibits, evidence, or documents substantiating the protest.

The Purchasing Manager shall provide a written determination to the protestor within three (3) working days after receiving all relevant requested information. In the event that such written response from the Purchasing Manager sustains the prior position of the College, the protestor may resubmit the protest to the Vice President of Administrative Services within three (3) working days after receipt of the written ruling by the Purchasing Manager. Both response and appeal procedure time limits may be extended upon mutual agreement.

L. *Contract:* The successful proposer is expected to enter into a standard contract with Colorado Mountain College.

M. *Indemnification:* The successful bidder shall indemnify and save CMC harmless, to the extent permitted by law, from any and all claims, demands, suits, and actions which may arise from errors or omissions caused by the bidder in conjunction with its contractual obligations including, but not limited to, obligations for the preparation of any and all documents required by CMC in conjunction therewith, and shall defend all suits, in the name of CMC when applicable, and shall pay all costs and judgments which may issue thereon.

N. *Insurance:* The successful bidder shall furnish the CMC Purchasing Department with a Certificate of Insurance which indicates that insurance coverage has been obtained, including professional liability, which meets the minimum requirements as are required by Colorado law for work performed by the bidder. "Colorado Mountain College" shall be named as an additional insured. The bidder shall be responsible for notifying the CMC Purchasing Department of any modification to, or cancellation of, these policies during the contractual period; including, but not limited to, any pending or paid claims against the aggregate amount of the policy.

O. *Illegal Aliens.* By submitting a bid, the bidder certifies pursuant to C.R.S. § 8-17.5-102 that, at the time of bid submission, it does not knowingly employ or contract with an illegal alien and that the contractor has confirmed the employment eligibility of all employees newly hired for employment to perform work under the public contract for services through participation in either the E-Verify Program of the Department Program.

P. *Limitation of Multiple-Fiscal Year Obligations.* All financial obligations of Colorado Mountain College(CMC) under this contract subsequent to the fiscal year in which signed is contingent upon funds for this purpose being appropriated, budgeted, and otherwise made available by the CMC Board of Trustees. This contract shall not be deemed to create any

multiple-fiscal year direct or indirect debt or other financial obligation whatsoever for purposes of Section 20(4)(b) of the State Constitution(Amendment 1).

VIII. SIGNATURE BLOCK

Note: Please return this page with each copy of your submittal.

The undersigned, an authorized agent of his/her company, hereby certifies:

- () familiarization with all terms, conditions, and specifications herein stated;
- () vendor is qualified to perform work and services as included;
- () that the pricing contained in this submittal is valid until _____(date).

Company Name

Authorized Signature

Mailing Address

Printed Name

City, State, Zip Code

Title

Federal Employer ID Number

Phone Number

Is Company a Corporation?

Fax Number

E-mail address