

# FERN RIDGE SCHOOL DISTRICT 28J

## Request for Proposals

### Heating, Ventilation, and Air Conditioning (HVAC) maintenance and repair Services

Issued: May 10, 2023

Submittal Location: 88834 Territorial Road, Elmira, OR 97437

#### INTRODUCTION

The **FERN RIDGE SCHOOL DISTRICT** is requesting competitive proposals with the intent of entering into a contract with a firm able to provide **HEATING, VENTILATION, AND AIR CONDITONING (HVAC) PREVENTIVE MAINTENANCE SERVICES and REPAIR SERVICES**. This is a qualifications-based selection with cost as a consideration. Factors such as Contractor customer service, past performance, technical expertise and experience, management capabilities and resources, will form the basis for the criteria considered, in addition to price to perform the scope of work. Award shall be made in accordance with the terms conditions, and requirements stated herein.

#### SCOPE OF SERVICES

The District is seeking proposals from firms who can provide HVAC preventive maintenance, servicing, and repairs at the Fern Ridge School District facilities listed below. The preventive maintenance, servicing and repair requirements for each building are outlined and available via an emailed request to [jstorey@fernridge.k12.or.us](mailto:jstorey@fernridge.k12.or.us). The specific buildings and areas covered by this contract are as follows:

1. Elmira High School, 24936 Fir Grove Lane, Elmira, OR 97437
2. Fern Ridge Middle School, 88831 Territorial Road, Elmira, OR 97437
3. Elmira Elementary, 88960 Territorial Road, Elmira, OR 97437
4. Veneta Elementary, 88131 Territorial Road, Elmira OR 97437

The District reserves the right to award the Contract or Purchase Order to the most cost-effective overall quote or to award a Contract or Purchase Order for portions of the project. The District reserves the right to reject any and all proposals/quotations if it is in the public's best interest to do so.

The law requires that when a contract for construction, re-construction, maintenance, or repair for a public agency exceeds \$50,000, the bid or quote specifications must contain a provision stating the minimum hourly rates of pay to be paid to workers, as those rates are determined by the Labor Commissioner. Prevailing wage shall be paid at the current wage rates published by the Bureau of Labor and Industry. Contracting agencies are required to include in their contracts, a provision that workers shall not be paid less than such rates. (ORS 279.850 - ORS 279.363) However, if the Contractor is asked to provide services on a prevailing wage project, they will be notified in writing of such circumstances.

Fern Ridge School District will not receive / consider a bid / quotation unless the bidder is registered with the Oregon Construction Contractors Board as required by ORS 671.530.

All materials shall be installed according to manufacturer's instructions. Contractor is responsible to post signs and install barricades as required to protect completed work against damage or discoloration. Contractor shall warrant all labor and materials for a period of one year from the date of final acceptance by the District.

Contractor shall provide and use their own tools for the job including but not limited to ladders.

Contractor shall be responsible for securing their work space upon departure including, but not limited to, roof access points, classroom doors, and all exterior doors that they accessed.

Contractor shall leave the work space in similar or better condition than they found it. For example, all construction debris shall be cleaned before departing the work site.

Contractor offering proposal must certify that no asbestos containing building materials will be utilized in fulfilling this contract. Contractor will further certify compliance with ORS 468A.720 relating to asbestos abatement work.

Any Contractor or their employee who will be on District property without the supervision of a District employee is required to complete the District’s criminal background check and fingerprinting protocols. Contractor and their employees shall complete the processes prior to commencing work on the referenced project. While on District property, Contractors and their employees shall be required to wear identifying clothing and district identification badge and shall provide photo identification upon request. No Contractor or Contractor employee will be allowed in occupied classrooms, student restrooms, or locker rooms without District employee supervision.

Contractor or contractor employee shall check in at the school office upon arrival and departure from the site.

District structures may contain hazardous materials including, but not limited to asbestos, lead, and PCBs. It is the Contractor’s responsibility to train their employees and/or sub- Contractors regarding these hazards and meet all OSHA and DEQ requirements. Records regarding hazardous materials can be viewed upon request at the Facilities Office by emailing [jstorey@fernridge.k12.or.us](mailto:jstorey@fernridge.k12.or.us).

The District will pay labor rate for one-way travel to the job site, up to 30 minutes.

**SCHEDULE OF EVENTS**

Publish RFP	May 10, 2023
Proposals Due	May 24, 2023 2:00 PM
Proposal Evaluation	May 25, 2023
Notice of Intent to Award	May 26, 2023
Commencement of Services	July 1, 2023

**PROPOSAL EVALUATION PROCESS**

A selection committee comprised of District employees will evaluate each proposal to determine the one that is most advantageous to the District based on the evaluation criteria outlined in this RFP. Proposals submitted that do not meet minimum content requirements will not be rated. The committee will consider the merit of information presented in the written responses and is not obligated to conduct further investigation.

The selection committee will add together the points that each committee member assigns and divide the total points by the total number of selection committee members to compute average score for the evaluation questions. The award of this solicitation will be made by the District based on the proposal which, in the selection committee’s sole and absolute judgment, will best serve the interests and needs of the District.

**EVALUATION CRITERIA**

Proposals will be evaluated based upon the following criteria:

1. Work History with K-12 Education and reference checks. (15 points)
2. Experience of Contractors employees (Years of experience with your company, qualifications). (10 points)
3. Service rates (5 points)
4. Guaranteed response times. (5 points)

## **TERMS AND CONDITIONS**

The District expects to enter into a contract with the successful Proposer; however, the District does not guarantee that it will award any contract pursuant to this RFP. While this RFP provides instructions for the preparation of a proposal that will address all RFP requirements, the District reserves the right to reject any and all proposals. This RFP is not an offer to contract. Only the execution of a written contract will obligate the District, in accordance with the terms contained in the contract.

## **QUESTIONS**

All questions and contacts with the District regarding any information in this RFP must be addressed in written form via email to James Storey, Facilities Manager, at [jstorey@fernridge.k12.or.us](mailto:jstorey@fernridge.k12.or.us).

## **CHANGES OR MODIFICATION TO RFP (ADDENDA)**

The District reserves the right to amend this RFP in any manner prior to award of a contract. Any change or modification to the specifications or the procurement process will be in the form of an addendum to the RFP and will be made available to all Proposers via email. No information received in any manner different than as described herein will serve to change the RFP in any way, regardless of the source of the information. Any request for clarification or change or protest of anything contained in an addendum must be received by the date and time stated in the addendum, or they will not be considered.

## **MODIFICATION OR WITHDRAWAL OF PROPOSALS**

Proposers may modify or withdraw their submitted proposals only prior to the due date and time as indicated in the schedule of events. Any modification or withdrawal shall be made in writing, signed by an authorized representative of the Proposer, and shall state the action requested (i.e. the modified proposal supersedes the prior proposal; the submitted proposal is withdrawn). Modifications or withdrawals must be submitted in an appropriately marked and sealed envelope to the person designated to receive proposals.

## **MISTAKES BY PROPOSER**

The District has the authority to waive any and all minor deviations, informalities or inadvertent nonjudgmental mistakes on any proposal. Such mistakes must be a matter of form, rather than substance that is clearly evident regarding the proposal or an insignificant mistake that can be waived or corrected promptly without prejudice to other Proposers or the District. Errors in judgment made in a proposal by a Proposer shall not be waived.

## **CLARIFICATION OF RESPONSES**

The District reserves the right to request clarification of any item in a firm's proposal or to request additional information necessary to properly evaluate a particular proposal. All requests for clarification and responses shall be in writing and shall be provided to each selection committee member.

## **SELECTION PROTESTS**

Any respondent to this RFP who claims to have been adversely affected or aggrieved by the selection of a competing respondent may submit a written protest of the selection within seven days after notification of that selection to:

Quannah Bennett – [qbennett@fernridge.k12.or.us](mailto:qbennett@fernridge.k12.or.us)  
Business Manager  
88834 Territorial Road  
Elmira, OR 97437

Any such protests must be received no later than seven days after the notification of selection has

been made in order to be considered. The selection decision notification will be made via email.

### **PROPRIETARY INFORMATION**

The District will retain this RFP and one copy of each original response received, together with copies of all documents pertaining to the award of a contract. These documents will be made part of a file or record, which will be open to public inspection after responder selection and award is announced. If a response contains any information that is considered a trade secret under ORS 192.345(2), mark each sheet with the following legend: "This data constitutes a trade secret under ORS 192.345(2), and must not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192."

The Oregon Public Records Law exempts from disclosure only bonafide trade secrets, and the exception from disclosure applies only "unless the public interest requires disclosure in the particular instance". Therefore, non-disclosure of documents or any portion of a document submitted as part of a response may depend upon official or judicial determination made pursuant to the Public Records Law.

In order to facilitate public inspection of the non-confidential portion of the response, material designated as confidential must accompany the response, but must be readily separable from it. Any response marked as a trade secret in its entirety will be considered non-responsive and will be rejected.

### **INSURANCE PROVISIONS**

Contractor shall not commence any work until Contractor obtains, at Contractor's own expense, all required insurance as specifically outlined in the resulting contract agreement between the District and Contractor. Such insurance must have the approval of Fern Ridge School District 28J as to limits, form, and amount. Major requirements are:

1. **COMMERCIAL GENERAL LIABILITY** insurance including personal injury, bodily injury and property damage with limits of \$2,000,000 Per Occurrence / \$2,000,000 General Aggregate / \$2,000,000 Products and Completed Operations Aggregate. Aggregates shall apply per Project. Limits may be provided by Excess or Umbrella policy.
2. **BUSINESS AUTOMOBILE LIABILITY** insurance comprehensive form with limits of at least \$2,000,000 per Accident. The coverage shall include owned, hired, and non-owned automobiles.
3. **SEXUAL ABUSE AND MOLESTATION.** The Contractor's General Liability policy must not specifically exclude coverage for sexual abuse and molestation. If sexual abuse and molestation coverage is excluded under the General Liability policy, evidence of separate sexual abuse and molestation coverage of not less than \$500,000 per occurrence and \$1,000,000 aggregate each claim, incident, or occurrence must be provided to the District in the form of a certificate of insurance and must be approved by the District prior to the execution of this Agreement.
4. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY** insurance as statutorily required for persons performing work under this Agreement. Any subcontractor hired by Contractor shall also carry Workers' Compensation and Employer's Liability coverage, with limits of at least \$500,000 each accident / \$500,000 policy limit / \$500,000 each employee.

### **ADDITIONAL REQUIREMENTS**

Pursuant to ORS 279A.105, by submitting a proposal, the proposer certifies that the proposer has not discriminated against Minority, Women or Emerging Small Business Enterprises in obtaining any required subcontracts.

Pursuant to ORS 279A.105, proposers are hereby notified that policies applicable to consultants and contractors have been adopted that prohibit sexual harassment and that proposers and their employees are required to adhere to the District's policy prohibiting sexual harassment in their

interactions.

## **PROPOSAL REQUIREMENTS**

Proposal receipt by District prior to 2:00. PM, Tuesday, May 23 2023.

### Facilities

Attention: James Storey  
Fern Ridge School District  
88834 Territorial Road  
Elmira, OR 97437

At a minimum, proposals must include the following information:

- a. Standard hourly rate and Overtime hourly rate for 2022/23, 2023/24, and 2024/25 school years (July 1-June 30).
- b. Percentage of mark-up on materials 2022/23, 2023/24, and 2024/25 school years (July 1-June 30).
- c. Guaranteed response times (in hours) for Emergency and non-Emergency incidents.
- d. Detailed description of:
  - i. Added services your firm will provide, if any,
  - ii. Dedicated service providers and their qualifications, certifications, etc.
  - iii. product certifications,
  - iv. Company history,
  - v. Employee training programs and any associated expenses.
- e. Information regarding school district experience, including references for school district and/or government agency work projects completed within the past five years.
- f. Cover letter signed by Contractor's authorized representative asserting firm name, business type, Contractors Board License number, address, website (if applicable), telephone, authorized representative's name and title.

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