



**ENERGY
OUTREACH
COLORADO**
Together We Power Stability

**REQUEST FOR PROPOSALS (RFP) FOR
WEATHERIZATION CONSTRUCTION SERVICES**



Aurora Village Apartments
(Ulysses Development Group)
15972 E 13th Pl,
Aurora, CO 80011

Mandatory Bidders Meeting
April 30, 2024
ALL TRADES: 8:30 AM

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I. INTRODUCTION

1. OVERVIEW

Energy Outreach Colorado Efficiency LLC (EOCE) is a non-profit organization that operates and administers the Colorado Energy Office (CEO) statewide Multi-Family Weatherization Program on behalf of the U.S. Department of Energy's (DOE) Weatherization Assistance Program. The Program reduces energy costs for low-income households by increasing the energy efficiency of their homes, while ensuring their health and safety. The Program prioritizes services to the elderly, people with disabilities, and families with children. Typical weatherization services may include installing insulation; tuning and replacing heating and cooling systems; mitigating air infiltration; and reducing electric base load consumption. Energy-related health and safety issues may also be addressed through this program.

2. PURPOSE OF THIS REQUEST FOR PROPOSAL

Energy Outreach Colorado Efficiency LLC is soliciting for energy efficiency construction services proposals for the Multi-Family Weatherization Assistance Program.

EOCE has conducted an energy audit and has identified energy efficiency measures using a DOE approved energy modeling software. EOCE is seeking bid proposals from Vendors who can agree to the terms of the weatherization enhancements and will perform the work specified in this public solicitation document. Accordingly, EOCE, the property owner and the selected Vendor will enter into a contract to address the rights, obligations, and requirements necessary for Vendors to receive funding to perform the specified weatherization enhancements.

3. MAJOR OBJECTIVES OF REQUEST FOR THIS PROPOSAL

The major objectives of this solicitation are to:

- a. Identify Vendors that will provide energy efficiency measures for Energy Outreach Colorado Efficiency LLC 's Multi-Family Weatherization Program.
- b. To ensure that all materials and/or services meet the standards and requirements of Energy Outreach Colorado Efficiency LLC, DOE, and CEO.
- c. To ensure that all materials and/or services are provided in the timeframe established by Vendors and submitted with this proposal as described in this RFP.
- d. To obtain a cost effective, line-item proposal for the requested services (**Attachment A**).
- e. To obtain Vendors' references for similar work performed in Colorado.

4. MANAGEMENT AND INQUIRIES

In no case shall oral communications take precedence over written communications. Only written communications shall be binding on this RFP. During the procurement process, all inquiries concerning this RFP shall be submitted in writing to:

Program Manager – EJ Jaenicke
ejaenicke@energyoutreach.org
cc: zstoyanova@energyoutreach.org

SUBJECT: "Aurora Village Apartments"

Energy Outreach Colorado Efficiency LLC assumes no responsibility for representations concerning conditions made by its Officers or Staff prior to the execution of an agreement, unless such representations are specifically incorporated into the RFP by subsequent official written Addendum(s). Oral conversations pertaining to modifications or clarifications of the RFP shall not be considered part of the RFP unless confirmed in writing by official written Addendum(s).

II. PROJECT SPECIFICATIONS

1. PROPERTY DESCRIPTION

Aurora Village Apartments– 15972 E 13th Pl, Aurora, CO 80011

Aurora Village Apartments is a property consisting of two buildings which are 39,500 sq. ft. each. Each building is three-stories and there is a total of 100 units on site, in addition to a community space and leasing office.

2. ENERGY AUDIT SUMMARY AND BID SPECIFICATIONS

III. ENERGY OUTREACH COLORADO EFFICIENCY LLC PROPOSAL REQUIREMENTS

1. MANDATORY BIDDERS MEETING

A Bidders Meeting will be held at the following place and time:

Aurora Village, 15972 E 13th Pl, Aurora, CO 80011

April 30, 2024 at 8:30 am – ALL TRADES

This meeting is **MANDATORY** for all Vendors planning to submit a proposal to EOCE. At least one staff member must be present and must legibly sign the attendance log to record their company contact information. This contact information will be used to distribute answers to all submitted email questions by Vendors. All submitted email questions will be reviewed, answered, and distributed to all Vendors that attended the mandatory bidders meeting. Only Vendors that attend the bidders meeting will be considered for contract.

2. BIDDERS MEETING SCHEDULE

ALL TRADES – 8:30 AM

3. PROPOSAL SUBMISSION

Submission of a signed proposal is acknowledgment and acceptance of all terms and conditions of this solicitation. Energy Outreach Colorado Efficiency LLC reserves the right to reject all proposals including but not limited to proposals containing misleading and/or inaccurate information at any stage in the procurement process. It is the sole responsibility of prospective Vendors to take notice of the date and time that proposals are due, and to ensure their submittals are received prior to the due date and time. Late submissions will not be accepted. Proposals (bid forms) will not be accepted in person, by courier service, US Mail, or facsimile. Items too large to email, such as plans, binders, etc., may be delivered to EOCE in person or mailed to EOCE; however, proposals (bid forms) shall be emailed only. Proposals must be emailed to:

Julie Stoyanova: zstoyanova@energyoutreach.org and **EJ Jaenicke** ejaenicke@energyoutreach.org

SUBJECT: Request for Proposals: Aurora Village Apartments

Proposals Due Date/Time: **Friday, May 31st by 5:00 PM**

a. The Proposal Package

Additional promotional materials not in response to a specific requirement shall not be included in the proposal response package.

- i. **Attachment A:** Each proposal must use the documents found in Attachment A to prepare a bid package for this RFP. Specifically, all bids must separate out the costs associated with performing the specified energy efficiency measures, including subcontracting.

These costs must be addressed in a separate line item on each submitted proposal for each individual measure. Additionally, the RFP Documentation Checklist must be included.

- ii. All bids MUST contain specs. Warrantees will be required to be submitted at completion of project prior to final payment.
- iii. In the event the Vendor proposes to subcontract for the services to be performed under the terms of the contract award, s/he shall state so in their bid and attach for approval a list of said subcontractors and an itemization of the products and/or services to be supplied by them.
- iv. All companies submitting proposals must provide construction scheduling for each measure in their proposal package. All work must be completed no later than **May 31, 2025**, for projects funded by all other sources. Schedules are subject to change and EOCE holds the right to proceed under modified, accelerated schedules. For all projects, time is of the essence.
- v. **Minimum Vendor Requirements:** Proposals must address and meet each of the minimum Vendor requirements outlined in this RFP:
 1. All contractors' federal project eligibility will be verified through federal debarment and suspension list. The Vendor shall not be under suspension or debarment by the State of Colorado, any other state, or federal government. The list of ineligible Vendors can be accessed through www.sam.gov. Please be sure you are in good standing with the State of Colorado, any other state, or federal government before submitting a bid proposal.
 2. Vendors must demonstrate ability and specific approaches that best meet the project needs, including but not limited to:
 - i. Compensation for services (cost)
 - ii. Understanding of the project
 - iii. Recent experience with this type of work
 - iv. Personnel assigned to this project have experience working with property management and tenants, including seniors, and disabled.
 3. Each company must submit references and experience for similar construction services provided in Colorado. The provided references and experience must pertain specifically to the Vendor who will execute the contract.

4. AFFIDAVIT OF PROPOSALS

a. Cost for Preparation of Proposal

No payments shall be made to cover costs incurred by any Vendor in the preparation or submission of proposals, nor any other associated costs.

b. Certification of Independent Price Determination

By submission of a response to this RFP, the Vendor certifies that in connection with this procurement:

- i. Prices in the proposals have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any competitor.
- ii. He or she is the person, or the person authorized to act as agent for the person(s) in the Vendor's organization responsible for the decision as to any prices being offered herein, and that he or she has not participated in, and shall not participate in, any action contrary to the requirements of this document.
- iii. Any offer made in the submitted proposals, and any clarifications to the proposals shall be signed by an officer of the Vendor's organization or a designated agent empowered to bind the firm in an agreement.

c. Integrity of Proposals

By signing a proposal(s), a Vendor affirms that s/he has not given any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to an Energy Outreach Colorado Efficiency LLC member in connection with the submitted proposals. Failure to sign the proposals, or signing it with a false statement, shall void the submitted proposals or any resulting agreements, and the Vendor shall be removed from all supplier/Vendor lists.

i. Conflict of Interest Statement:

It is the policy of the Organization to identify conflicts of interest involving the organization and related parties as well as situations which may give rise to an appearance of a conflict of interest, and to address such conflicts in a manner that will fully protect the integrity and reputation of the Organization as well as individuals serving as officers, directors, and Grants Advisory Committee members. This policy is intended to supplement, but not replace, any applicable state and federal laws governing conflict of interest.

ii. Prohibited Transactions

While in most circumstances the determination of a conflict of interest is decided by disinterested members of the board of directors or Grants Advisory Committee, there are certain situations listed below in which a conflict of interest is absolutely prohibited.

- a) No Interested Person shall participate in the selection, award, or administration of a contract to be paid with federal funds if a real or apparent conflict of interest is present.
- b) No Interested Person shall receive a loan from the Organization.
- c) No Interested Person shall receive Compensation for exercising their duties as an officer, director, or Grants Advisory Committee member except for the reimbursement of expenses.

d. Quote Applicability

Vendor must substantially conform to the terms, conditions, specifications, and other requirements found within the text of the energy Audit Summary and Bid Specifications (Attachment B) All previous agreements or other documents, which have been executed between the Vendor and Energy Outreach Colorado Efficiency LLC, are not applicable to this Request for Proposal or any resultant agreement(s).

IV. INSURANCE, BONDS, LICENSING, PERMITS

1. INSURANCE

- a. The Vendor shall obtain and maintain insurance, as specified here, at all times during the term of the contract with EOCE. All policies evidencing the required insurance coverage shall be issued by insurance companies satisfactory to EOCE and CEO but in no circumstance can the insurance company have a Best rating lower than A-.
- b. Commercial General Liability with minimum limits as follows: (a) \$1,000,000 each occurrence; (b) \$2,000,000 general aggregate; and (c) \$2,000,000 products and completed operations aggregate. Can be demonstrated by a \$1,000,000 primary limits and \$1,000,000 umbrella policy. (d) \$50,000 any one fire. The policy shall name as additional insured and include a waiver of subrogation in favor of Property Owner, EOCE and CEO. The additional insured endorsement must provide products/completed operations hazard insurance to the additional insureds. Vendor warrants that no prior claims have impaired the limits of insurance required under this provision. Vendor further warrants that it will replenish any impaired limits so that the full amount of insurance required under this provision is available for any claims arising out of Vendor's work.
- c. Automobile Liability Insurance with a minimum limit of \$1,000,000 each accident combined single limit. The policy shall name as additional insured and include a waiver of subrogation in favor of Property Owner, EOCE and CEO.
- d. Workers' Compensation Insurance with the statutory limits to cover full liability under Colorado's Workers' Compensation laws. Vendor shall obtain and maintain \$1,000,000 per occurrence Employer's Liability or Stop-Gap coverage. The policy shall include a waiver of subrogation in favor of EOCE, Property Owner and Tenant. If contractor is a sole proprietor, contractor must fill out the *Declaration of Independent Contractor Status Form*.
- e. Protected Information (CYBER) Liability insurance covering all loss of State Confidential Information, such as PII, Tax Information, and claims based on alleged violations of privacy rights through improper use of disclosure of protected information with minimum limits as follows: (a) \$1,000,000 each occurrence (b) \$2,000,000 general aggregate.
- f. Primacy of Coverage required of Grantee and each Subcontractor shall be primary over any insurance or self-insurance program carried by Grantee or the State.

2. PAYMENT AND PERFORMANCE BOND

Vendor shall secure and post a Labor and Materials Bond and a Performance Bond, each in the amount of one hundred percent (100%) of the Funding Amount as provided in Exhibit A-1 of the final contract. Such bonds shall be issued by a surety company authorized to do business in the State of Colorado and the cost of all such bonds shall be included in the Cost of the Work. Bonding requirements are at EOCE's sole discretion and may be waived, in writing, by EOCE. Include the cost of all such bonds as a separate line item within the bid forms provided in Attachment A.

3. LICENSES

Vendors shall maintain in status all federal, state, and local licenses and permits required for the operation of business conducted by the Vendor.

4. PERMITS

Each Vendor shall secure permits and inspections required by applicable authorities and pay all cost in connection with the work. The Vendor shall provide written notification to EOCE when permits are not required.

V. INSPECTIONS

1. EOCE INSPECTION

Each Vendor is required to be present at the EOCE final inspection of each specified energy efficiency measure to ensure compliance with weatherization rules, materials, and agreed upon bid specifications. EOCE will give the selected Vendor five (5) days notice of the scheduled inspection.

2. CEO INSPECTION

Each Vendor is required to be present at the CEO final inspection of each specified energy efficiency measure to ensure compliance with weatherization rules, materials, and agreed upon bid specifications. EOCE will give the selected Vendor five (5) days' notice of the scheduled inspection.

VI. ENVIRONMENTAL SAFETY COMPLIANCE

1. AHERA – ASBESTOS CERTIFICATION

The Colorado Department of Public Health and Environment requires certification for personnel intending to provide asbestos abatement services. Properly trained weatherization personnel or appointed representatives may remove samples of material for laboratory testing to determine if the sample is, in fact, an ACM (asbestos containing material). A certified asbestos worker or organization may be hired by the housing provider to remedy hazards that represent any imminent threat. Any and all asbestos work shall be paid for by the Housing Provider and will require a contract separate from the EOCE/Housing Provider/Vendor(s) contract; EOCE is not able to pay for asbestos testing/work.

2. LEAD-BASED PAINT

For improvements constructed before 1978, Vendor shall:

- a. Obtain certification in Lead-Based Paint Renovation
- b. Meet or exceed all EPA Lead-Safe Renovation requirements and processes according to Lead-Safe weatherization regulations 40 CFR 745 Subpart D & E.

3. RECYCLING

Vendor shall appropriately recycle all appliances and provide an official certificate of recycling or receipt for specified energy efficiency measures which include refrigerators, air conditioning units, fluorescent lamps, and magnetic ballasts.

VII. SUBCONTRACTORS & PAYROLL REQUIREMENTS

1. SUBCONTRACTORS

If the Vendor seeks to hire sub-contractors to perform the weatherization services, the Vendor shall comply with the Weatherization Assistance Program procurement regulations.

Subcontractors will be held to all terms, conditions and requirements outlined within the text of this RFP.

VIII. PROPOSALS EVALUATION AND AWARD(S)

1. EVALUATION PROCESS

Energy Outreach Colorado Efficiency LLC will determine the most suitable Vendor(s) to complete the services described in the bid specifications. Proposals must be complete according to Attachment A in order for the proposals to be evaluated. Vendors will be evaluated based on the content of the proposal package with considerations made for solid financial responsibility, integrity, experience and quality of work, record of completing projects on time, and the capacity and ability to do the work according to the plans and specifications. Preference will be given to the following: a) minority firms; b) Women Business Enterprises; and c) Labor Surplus Area Firms.

Proposals that are incomplete or contain significant inconsistencies or inaccuracies may be rejected by Energy Outreach Colorado Efficiency LLC without further discussion. Energy Outreach Colorado Efficiency LLC reserves the right to accept or reject any part of any proposals, and to accept or reject any or all proposals without penalty. Energy Outreach Colorado Efficiency LLC reserves the right to waive minor deficiencies and informalities if, in the judgment of Energy Outreach Colorado Efficiency LLC, the best interests of EOCE shall be served.

Selection cannot be made based on local geographic preferences, except where applicable Federal statutes expressly mandate or encourage geographic preference. Only responsible contractors possessing the ability to perform successfully under the terms and conditions of the RFP will be awarded the work.

In addition, bids may be re-evaluated against the DOE Audit software to evaluate cost effective benefit. Bids exceeding this benefit may be rejected by EOCE without further discussion.

2. APPEAL OF AWARD

Solicitations are awarded based on several conditions, price being just one of the elements. Please check the Proposal Evaluation criteria to see what elements the award will be based on. Vendors may appeal the Proposal Award Notice decision by submitting, in writing, to Energy Outreach Colorado Efficiency LLC, a request for reconsideration within 5 days of the Proposal Award Notice being sent to all participating vendors via email. Vendors who were deemed non-responsive are ineligible to participate in the appeal of award process.

IX. PAYMENT FOR SERVICES

1. CONDITION PRECEDENT FOR PAYMENT

Passing the EOCE inspection is a condition precedent for payment. Accordingly, no payment shall be made to Vendor if Vendor fails to pass the EOCE inspection. Further, EOCE may withhold payment until corrections in Vendor's performance are satisfactorily made and completed, and no payment shall be made to Vendor if Vendor cannot satisfactorily perform the work.

2. PAYMENT

EOCE will review payment requests upon receipt. If Vendor has satisfied all conditions for service and inspections, and if payment request complies with this agreement, subject to amounts retained, as described below, EOCE shall issue payment to Vendor within 30 days of the day EOCE determines the payment request complies with this agreement.

3. PAYMENT AMOUNT

In accordance with this section, EOCE shall pay Vendor an amount equal to the cost of the work per Exhibit A-1 of the final contract. Profit will be negotiated as a separate element of the price (1) for each contract in which there is no price competition and (2) in all cases where cost analysis is performed.

4. MAXIMUM PAYMENT AMOUNT

Regardless of the cost of the work, total payments made to Vendor shall not exceed the funding amount, unless amended by change order. Further, Vendor shall not be entitled to any additional compensation for repairs performed as a result of a failed inspection, Vendor's negligence, or defects in the work.

5. INTERIM FUNDING

EOCE shall have no obligation to fund the energy efficiency measures prior to final completion and inspection of the requested EEMs. However, if the Vendor is obligated to pay for the specified energy efficiency measures prior to payment, and has insufficient funds to do so, EOCE may, in certain circumstances, but is not obligated at any point to, negotiate progress payments with specific conditional and unconditional lien waiver requirements (**Attachment E**).

6. RETAINAGE

EOCE will withhold from Vendor's payment retainage of five percent (5%) until Vendor passes the CEO inspection. If Vendor passes the CEO inspection prior to submitting the payment request, EOCE shall not withhold retainage. EOCE shall pay Vendor the retainage amount within 15 days of Vendor passing the CEO inspection.

7. TAXES & FEES

If not included in bid submission, Vendor shall be responsible for costs associated with taxes and duties however designated, including all sales, use, rental, receipt, value added, personal property, and other taxes, that may be levied or assessed in connection with the Vendor's possession, receipt, or use of the specified construction services.

8. CHANGE ORDERS

Notwithstanding the foregoing, the parties may agree that additional funding, above the funding amount, is necessary to complete the energy efficiency measure. Change orders may be negotiated and approved upon Vendor's notice, but only when due to unforeseen circumstances, concealed conditions, or acts of nature. The parties shall negotiate change order amounts, and EOCE shall make final determinations, in its sole discretion, of whether and how much additional funding is necessary to complete the work. EOCE's decision regarding change orders shall be at its sole discretion and is final. If approved, EOCE may fund change orders pursuant to this section. Vendor expressly waives all other rights and claims regarding change orders. If a change order request is a result of an egregious bid, then a change order will not be issued and the difference in cost will be the Vendor's responsibility.

9. PAYMENT REQUEST AND LIEN WAIVER

Once Vendor has passed the EOCE inspection, Vendor may submit to EOCE a payment request.

a. Payment Request Submission

- i. ALL INVOICES MUST INCLUDE: reference to the property's address; unit numbers/floors/buildings served; an itemized list of all labor and materials; labor hours; Vendors zip code + 4-digit extension; and a current W-9.
- ii. EOCE may request documentation necessary to demonstrate Vendor's cost of the work, which may include invoices, statements, receipts, subcontractor contracts or payments and timecards.
- iii. When the Vendor has completed the requested weatherization service(s), the Vendor shall submit payment request to EOCE.

b. Lien Waivers

- i. Conditional and unconditional lien waivers (Attachment E), when deemed necessary from Vendor, subcontractor, supplier, and any other person who has supplied materials or labor to the property/project.

X. SCHEDULE KEY DATES

Following are the key dates in the schedule for this procurement:

- Request for Proposals Issued 04/15/2024
- Proposals Bidders Meeting- Aurora Village 04/30/2024
- Proposal Question Submission Deadline 05/17/2024
- Proposal Answers/Amendment Distribution 05/24/2024
- Proposals due by 5pm 05/31/2024
- Anticipated Date - Contract(s) Signed 07/01/2024
- Anticipated Project Start Date 07/01/2024
- Anticipated Completion Date 05/31/2025

Energy Outreach Colorado Efficiency LLC reserves the right to proceed under a revised version of this schedule.

XI. RFP MODIFICATIONS

Energy Outreach Colorado Efficiency LLC shall prepare written Modifications(s) if needed. All modifications to this RFP shall be prepared by Energy Outreach Colorado Efficiency LLC and formally issued to all holders of RFP documents on record and verified as “in attendance” at the mandatory bidder’s conference. Addenda shall be issued not later than the date specified in the schedule. Written addenda shall serve to amend the RFP documents accordingly.