

**SOLICITATION/CONTRACT/ORDER FOR SUBCONTRACTOR SERVICES**  
REQUEST FOR PROPOSAL



**V E T E R A N S**  

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**GREEN JOBS**

Veterans Green Jobs' Weatherization Program in Denver and Jefferson County is Colorado's largest weatherization services provider. Through a contract with the Colorado Governor's Energy Office, Veterans Green Jobs is helping income-qualified households in Denver and Jefferson County increase their energy efficiency and make their homes safer. Veterans Green Jobs' services help make residents more comfortable in winter and summer, reduce utility bills, increase health and safety, and lower their carbon footprint – resulting in a positive environmental impact.

**Veterans Green Jobs (VGJ) is requesting proposals from qualified contractors to provide labor and material costs to replace up to 216 windows on 36 units located at 3301 – 3395 Dahlia in Denver, CO. This effort is in support of the Governor's Energy Office (GEO) Weatherization Assistance Program in Denver and Jefferson Counties. VGJ desires to contract with one or more contractors to supply these services.**

# Veterans Green Jobs

2627 W. 6<sup>th</sup> Avenue

***"Empowering Vets to Restore our Environment,***

Denver, CO 80204

***Economy and Communities"***

(720) 236-1330

www.veteransgreenjobs.org

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## Solicitation/Contract/Order for Contractor Services

I, a duly authorized representative of Veterans Green Jobs (VGJ), hereby authorize you to furnish all necessary materials, labor, and workmanship to provide building shell improvements on mobile homes.

### **Offeror to Complete the following:**

Contractor/Offeror Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/E-mail: \_\_\_\_\_

### To be filled in upon contract award

Amount: \$ \_\_\_\_\_

Total: \$ \_\_\_\_\_

Discount Terms: \_\_\_\_\_

Signature(Offeror): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature below from an authorized VGJ representative constitutes an acceptance of the offeror's bid/proposal. No work shall be performed or cost incurred until a signed document from VGJ is received.

Signature (VGJ Representative): \_\_\_\_\_

Title : \_\_\_\_\_

Date: \_\_\_\_\_

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**ATTACHMENT – 1 PAGE BID SHEET**

**Section 1 – Proposal Dates and Application Instructions**

Requisition #: VGJ-WX-11-007  
Date Issued: Nov 4, 2011  
**Proposals Due:** Nov 10, 2011/4:00 pm Mountain Standard Time

Note: All proposals are due to the VGJ office or to the point of contact listed below by the above listed date/time regardless of method of transmission (i.e. FAX, e-mail, postal/delivery service). VGJ retains the right to review any bids/proposals received after this deadline, but in general shall reject or return them if they miss the deadline. Each offeror shall furnish the information required in the RFP, at no cost to VGJ.

VGJ intent is to solicit bids for material and labor associated with replacing 216 windows in 36 units located at 3300 Dahlia in Denver, CO. This effort is in support of the Governor's Energy Office (GEO) Weatherization Assistance Program in Denver and Jefferson Counties.

**Application Instructions**

Applications shall be no more than 3 pages (to include cover letter, statements and bid sheet) and include:

1. Cover letter with (1 page):
  - The solicitation number;
  - A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation (please explain any disagreement);
  - Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with VGJ in connection with this solicitation;
  - Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
  - A statement specifying if your business qualifies for any minority or other special interest group status.
2. Sections to include (1 page):
  - Statement that demonstrates experience removing and installing windows.
  - Statement that demonstrates offerors capacity in staff , equipment and vehicles to meet the intent of this RFP.
  - Statement of cost considerations and explanation of prices in attached RFP bid sheet.
3. Bid Sheet (1 page):

**Questions:** All questions regarding this solicitation shall be addressed to Vince Ingram at [vince@vgj-denverjeffco.org](mailto:vince@vgj-denverjeffco.org) or 720-236-1324. Answers to questions deemed to be relevant to the solicitation process or which materially affect the procurement shall be shared with all potential offerors.

Proposals: All hard copy proposals shall be delivered to:  
Veterans Green Jobs  
ATTN: Vince Ingram  
2627 W. 6<sup>th</sup> Ave.  
Denver, CO 80204

Facsimile proposals should be sent to: (720) 236-1325 (Attn: Vince Ingram)

Electronic proposals (which are preferred) are due by the same date/time listed above to: [vince@vgj-denverjeffco.org](mailto:vince@vgj-denverjeffco.org)

**Section 2 – Supplies/Services and Prices****Item 001**      **Description:**    Window Replacement

Offeror will remove, replace and seal up to 216 windows in 36 units located at 3301 – 3395 Dahlia in Denver CO. according to state and local building codes. The windows will meet all minimum requirements stated in the attached bid sheet. Removed windows will be recycled and disposed of in an environmentally friendly manner that conforms to all state and local laws. Plastic sheeting will be used to protect the client's flooring from damage.

Window sealing: Offeror will caulk with paintable latex interior and 50 year silicone base exterior. Offeror will use rust proof screws and expanding foam in void areas around window. Offeror will repair any drywall damage caused during the window extraction and reapply any tiles that come loose on the window sills.

Offerors to provide own equipment, tools, permits and proof of insurance, (general liability, automobile liability, pollution occurrence and worker's compensation for all employees). Offerors must also provide all supervision to perform the window replacements and meet OSHA, Department of Labor and EPA requirements for personal protective equipment and safe work practices. Offerors are required to pay Davis Bacon Wages and submit a certified weekly payroll. Upon contract award, Offerors are required to provide proof of insurance naming VGJ as additional insured.

The building owner will ensure the window work area is accessible by providing an open path to the window with clearing of 3 feet in front and 1 foot on the sides of windows. The building owners will be responsible for repainting dry wall returns and sills as well as removing any security screens. The building owner will also provide Unit 3361 (2 bedroom vacant unit with cement floor) for window storage during the installation process.

Services shall be provided in a timely and professional fashion and will be completed during normal business hours.

**Quality Assurance and Penalties**

All procedures *must* be followed, and jobs that do not meet standards may result in Offerors returning to job to perform the work properly, solely at the Offerors expense.

### Section 3 -- Delivery Schedule

All work will be completed 60 days from contract award date.

**NOTE:** Per VGJ's contract with the Governor's Energy Office, VGJ cannot contract with entities beyond an active contract date with the State. VGJ's contract inclusive dates are from July 1, 2011 – June 30, 2012. Contract award for the window replacement will only be made upon GEO approval of the project. GEO approval is currently pending.

### Section 4 – Contract Administration Information

#### Payment

The contractor is authorized payment for supplies/services received and accepted by VGJ upon receipt of contractor invoice. Payments shall be made within 30 days of receipt of invoice but not before an approved inspection by a VGJ auditor/inspector. Payment terms are negotiable but preference will be given to Offerors accommodating net 30 payment terms.

### Section 5 – Evaluation

VGJ will award a Contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to VGJ – technical, price and other factors considered. The following factors shall be used to evaluate offers in descending order:

- Degree that Offeror meets specifications on bid sheet.
- Demonstrated capacity in staff, equipment and vehicles to meet the intent of this RFP.
- Price
- Minority or special interest group status (i.e. small business, women-owned, disabled veteran, etc.).

*Specifications, capacity, and price, when combined, will constitute 100% of the evaluation and the other factors (minority of special interest) shall add a 5% bonus on overall score.* However, the evaluation is not strictly quantitative and VGJ reserves the right to make awards based on the best overall value of all criteria considered.

A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful Offeror within the time for acceptance specified in the offer, shall be followed up by a written Contract for Services.

### Section 6 – Terms and Conditions

#### Gratuities

- (a) The right of the Contractor to proceed may be terminated by written notice if, after notice and review, VGJ determines that the Contractor, its agent, or another representative—
- (1) Offered or gave a gratuity (**e.g.**, an entertainment or gift) to an officer, official, or employee of VGJ or its partner – EnergyLogic; and
  - (2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.
- (b) The rights and remedies of VGJ provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

**Recycled Materials for Proposal Documents**

(a) In accordance with Section 101 of Executive Order 13101 of September 14, 1998, Greening the Government through Waste Prevention, Recycling, and Federal Acquisition, the Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed or copied double-sided on recycled paper that meet minimum content standards specified in Section 505 of Executive Order 13101, when not using electronic commerce methods to submit information or data to VGJ.

(b) If the Contractor cannot purchase high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white wove envelopes, writing and office paper, book paper, cotton fiber paper, and cover stock meeting the 30 percent postconsumer material standard for use in submitting paper documents to VGJ, it should use paper containing no less than 20 percent postconsumer material. This lesser standard should be used only when paper meeting the 30 percent postconsumer material standard is not obtainable at a reasonable price or does not meet reasonable performance standards.

**Contract Terms and Conditions**

(a) **Inspection/Acceptance.** The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. VGJ reserves the right to inspect or test any supplies or services that have been tendered for acceptance. VGJ may require repair or replacement of nonconforming supplies or re-performance of nonconforming services at no increase in contract price. If repair/replacement or re-performance will not correct the defects or is not possible, VGJ may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. VGJ must exercise its post-acceptance rights—

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) **Changes.** Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(c) **Disputes.** All protests arising out of contracts issued by VGJ shall be handled by the Procurement Official. The Procurement Official shall seek to resolve issues with the vendor on a fair and equitable basis. Issues not able to be resolved between the parties shall be elevated to VGJ Senior Director Level for a final decision.

(d) **Excusable delays.** The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

**(e) Invoice.**

(1) The Contractor shall submit an original paper invoice (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered (labor, mileage, and overhead, any material expenses);

(v) Shipping number and date of shipment;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information

(C) EFT banking information is not required if the EFT is not going to be used.

(2) Invoices will be paid within 30 days of receipt as long as goods have been received and accepted

(f) **Patent indemnity.** The Contractor shall indemnify VGJ and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(g) **Payment.**—

(1) **Items accepted.** Payment shall be made for items accepted by VGJ that have been delivered to the delivery destination(s) set forth in this contract.

(2) **Discount.** In connection with any discount offered for early payment, time shall be computed from the date of delivery of the items or the date of the invoice, whichever is later. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(3) **Overpayments.** If the Contractor becomes aware of a duplicate contract financing or invoice payment or that VGJ has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

- (A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
- (B) Affected contract number and delivery order number, if applicable;
- (C) Affected contract line item; and
- (D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(4) **Interest.**

(i) All amounts that become payable by the Contractor to VGJ under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due.

(h) **Risk of loss.** Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to VGJ upon:

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to VGJ at the destination specified in the contract, if transportation is f.o.b. destination.

(i) **Taxes.** VGJ is a 501 c(3) non-profit organization that is tax-exempt. VGJ will provide its tax- exempt number to the selected offeror when needed. VGJ will provide additional information needed to determine qualifications to receive such discounts and incentives. Please submit your bid without state and federal taxes.

(j) **Termination for VGJ convenience.** VGJ reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of VGJ using its standard record keeping system, have resulted from the termination. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(k) **Termination for cause.** VGJ may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide VGJ, upon request, with adequate assurances of future performance. In the event of termination for cause, VGJ shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to VGJ for any and all rights and remedies provided by law.

(l) **Title.** Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to VGJ upon acceptance, regardless of when or where VGJ takes physical possession.

(m) **Warranty.** The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(n) **Limitation of liability.** Except as otherwise provided by an express warranty, the Contractor will not be liable to VGJ for consequential damages resulting from any defect or deficiencies in accepted items.

**Instructions to Offerors—Competitive RFA**

(a) **Definitions.** As used in this provision—

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer’s discretion, result in the offeror being allowed to revise its proposal.

“In writing,” “writing,” or “written” means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation’s closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time,” if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) **Amendments to solicitations.** If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. All paper media offers shall be submitted typed or in ink. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(4) Submission, modification, revision, and withdrawal of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach VGJ’s office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., MST on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at VGJ’s office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and it is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to VGJ, will be considered at any time it is received and may be accepted.

(iii) Proposals may be withdrawn by written notice received at any time before award.

(5) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) **Offer expiration date.** Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) **Restriction on disclosure and use of data.** Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by VGJ except for evaluation purposes, shall—

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside VGJ and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of—or in connection with—the submission

of this data, VGJ shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit VGJ's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets **[insert numbers or other identification of sheets]**; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award.

(1) VGJ intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) VGJ may reject any or all proposals if such action is in VGJ's interest.

(3) VGJ may waive informalities and minor irregularities in proposals received.

(4) VGJ intends to evaluate proposals and award a contract without discussions with offerors (except when minor clarifications are required). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. VGJ reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) VGJ reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) VGJ reserves the right to make multiple awards if, after considering the additional administrative costs, it is in VGJ's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by VGJ.

### **Payments**

VGJ shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract.

### **Trafficking in persons**

(a) You as the recipient, your employees, sub recipients under this award, and sub recipients' employees may not—

(1) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

(2) Procure a commercial sex act during the period of time that the award is in effect; or

(3) Use forced labor in the performance of the award or subawards under the award.

(b) VGJ as the awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity is determined to have violated a prohibition in paragraph (a) of this award.

### **(End of Solicitation/Contract)**

\*All asterik fields are required\*

Approx Window Size	Qty	Material	Labor	Total
48 X 36	Up to 144	*	*	*
36 X 36	Up to 36	*	*	*
96.5 X 36	Up to 36	*	*	*
Grand Total		*	*	*

# of Days from Contract Award to Complete Work

Specify additional costs if any:

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Window type	Specify	*
Window Manufacturer	Specify	*
Window Warranty	Specify	*
Window Recycling and Disposal	Specify	*

<b>Window Requirements:</b>	<b>Specify</b>	
U-factor	.35 or less	*
SHGC	.30 or greater	*
Low E	Yes	*
Screen	Yes	*
Frame Color	White	*
Manufactured in CO.	Yes	*
Frame Thickness	3.0 or greater	*